VOLUME 1B

**INVITATION FOR BIDS**

**GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC**

# OF SRI LANKA

**MINISTRY OF ………………………………………..**

# NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**BID FOR DESIGN AND BUILD ……………………….. WATER SUPPLY SCHEME**

**CONTRACT No. : ……………………………….**

**Form of Invitation for Bids**

1. The Chairman, Cabinet Appointed Procurement Committee, Ministry of …………………..…

…………………………………….., 35, ‘LakdiyaMedura”, New Parliament Road, Pellawatta, BattaramullaSriLankaon behalf of the National Water Supply and Drainage Board (NWSDB) invites sealed bids from eligible and qualified bidders for …………………………………………………..Water Supply Scheme.

1. Bids should be submitted on the forms available from…………….. up to……. on a payment of non-refundable tender fee of Rupees ……………………..
2. The eligible bidders shall comply with the following qualification criteria.

Eligibility Qualifications of the Bidders

1. Bidder shall have Registration with CIDA in the field of …………… in Grade……….. at the time of submission of the Bid.
2. The Bidders who are Individual Firm or Joint Venture should have been designed and completed at least 2 (two) projects with a contract value not less than Rs.**.......... million** each during the last 10 (ten) years, out of which 1 (one) should have been water supply project. Acceptable certificate of completion from the client is required for all 02 (two) projects.

Percentage of work done is taken based on the percentage of work mentioned in the Joint Venture agreements.

1. The scope of work of at least one(01) water supply project undertaken by the bidder should have included, inter alia, the following requirements:-
2. Construction of ………… m3/day or larger capacity water treatment plant including Intake, sludge treatment and pumping stations, control system. *(at least 50% of capacity)*
3. Supplying or procuring and laying of at least 10 km of Water Transmission/ Distribution pipe lines having diameters not less than …………..mm diameter. *(one step below the diameter specified)*
4. Construction of Water Tower, having minimum of 500 m3 capacity.
5. Design of process and Water Treatment, ground reservoirs.
6. Design of …….. m3/day or large capacity water treatment plant including intake, sludge treatment and control systems (at least 50% of the capacity)

Revised on 25-08-2020

1. Design of at least 10 km of water Transmission/Distribution pipelines having diameters not less than ……….. mm diameter (one step below the diameter specified)
2. Design of water tower having minimum of 500 m3 capacity.
3. Design of pumping stations and pumps.

Bidders who do not possess design experience in similar projects specified as above (d) to (h) in required capacities may enter into a Joint Venture with a Design consultancy firm with experience in water treatment, water supply and distribution design.

1. Financial capability should not be less than Rs.**...............** million [*40% of average annual financial value of the Engineer’s estimate]*as working capital including Rs. ………. in liquid cash (3-4 months)
2. Bidders may obtain further information, in respect and acquire the bidding documents from ;

Assistant General Manager (Tenders & Contracts),

National Water Supply & Drainage Board,

Galle Road,

Ratmalana, Sri Lanka

Email address: agmtenders@waterboard.lk

Tel./Fax : 094-1-2635885

1. A complete set of bidding documents may be purchased by interested bidders on submission of a written application to the above office, and upon payment of a non-refundable fee of LKR 500,000.00 + VAT in cash or Bank draft.
2. A site inspection will be held on……………at …………………. followed by a pre-Bid meeting
3. All bids must be accompanied by a bid security of Rs. …………………. or an equivalent amount in a freely convertible currency.
4. Sealed bids may be delivered to Procurement Division, Ministry of …………………………… ……………………………………, “Lakdiya Madura”, No. 35, Sunil Mawatha, Palawatta, Battaramulla, Sri Lanka.

The inner and outer envelopes shallbe addressed to:

**Chairman, Cabinet Appointed Procurement Committee,**

**Procurement Division**

**Ministry of ……………………………………………………..,**

**35, ‘LakDiyaMedura”, New Parliament Road  
Pellawatta  
Battaramulla  
Sri Lanka**

Revised on 25-08-2020

and bear the name of the contract as follows.

Tender for “**Plant & Design-Build Contract for Civil and M&E Works,**

**…………… Water Supply Project”**

Provide the following warning statement

**Do Not Open Before the Official Tender Opening**

1. The deadline for submission of bids will be ……… on……….. and will be opened soon after the closing. Late Bids will be rejected
2. Bids which are received late will be rejected.
3. The construction period is. …………… Days.
4. Bidders or their authorized representatives are requested to be present at the opening of bids.

**Chairman**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

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

**MINISTRY OF …………………………………….**

# NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**BID FOR DESIGN AND BUILD ……………………….. WATER SUPPLY SCHEMES**

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5. Design of process and Water Treatment, ground reservoirs.
6. Design of …….. m3/day or large capacity water treatment plant including intake, sludge treatment and control systems (at least 50% of the capacity)

Revised on 25-08-2020

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Email address: agmtenders@waterboard.lk

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2. A site inspection will be held on……………at …………………. followed by a pre-Bid meeting
3. All bids must be accompanied by a bid security of Rs. …………………. or an equivalent amount in a freely convertible currency.
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The inner and outer envelopes shallbe addressed to:

**Chairman, Ministry Procurement Committee,**

**Ministry of ………………………………………………….,  
35, ‘LakdiyaMedura”, New Parliament Road  
Pellawatta  
Battaramulla  
Sri Lanka.**

Revised on 25-08-2020

and bear the name of the contract as follows.

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3. The construction period is. …………… Days.
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**Chairman**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

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

**MINISTRY OF …………………………………………………………**

# NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**BID FOR DESIGN AND BUILD ……………………….. WATER SUPPLY SCHEMES**

**CONTRACT No. : ……………………………….**

**Form of Invitation for Bids**

1. The Chairman, Department Procurement Committee, National Water Supply and Drainage Board, Galle Road, Ratmalana, Sri Lanka on behalf of the National Water Supply and Drainage Board (NWSDB) invites sealed bids from eligible and qualified bidders for ………………………………………………………………..Water Supply Scheme.

1. Bids should be submitted on the forms available from…………….. up to……. on a payment of non-refundable tender fee of Rupees ……………………..
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Revised on 25-08-2020

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1. Financial capability should not be less than Rs.**...............** million [*40% of average annual financial value of the Engineer’s estimate]*as working capital including Rs. ………. in liquid cash (3-4 months)
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2. A site inspection will be held on……………at …………………. followed by a pre-Bid meeting
3. All bids must be accompanied by a bid security of Rs. …………………. or an equivalent amount in a freely convertible currency.
4. Sealed bids may be delivered to Assistant General Manager (Tenders &Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka.

The inner and outer envelopes shallbe addressed to:

**Chairman, Department Procurement Committee,**

**National Water Supply & Drainage Board,**

**Galle Road,**

**Ratmalana,**

**Sri Lanka**.

and bear the name of the contract as follows.

Tender for “**Plant & Design-Build Contract for Civil and M&E Works,**

**…………… Water Supply Project”**

Provide the following warning statement

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4. Bidders or their authorized representatives are requested to be present at the opening of bids.

**Chairman**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**SECTION - II**

**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)

**Instructions to Bidders Sub-Clause**

|  |  |  |
| --- | --- | --- |
| **Item** | **Sub-Clause** | Entry |
| **Employer’s name and address** | 1.1.& 9.1 | The Employer is  Name : National Water Supply and Drainage Board  Address: Galle Road,  Ratmalana |
| **Scope of Works** | 1,1 | The Works consists of  ……………………………………………………………..  ……………………………………………………………..  ……………………………………………………………..  Located at  ……………………………………………………………….  ……………………………………………………………… |
| **Time for Completion** | 1.2 | The Time for Completion for the whole of Works shall be ………….Days. |
| **Delay damages for the Works** | 1.2 | The delay damages for the whole of the Works shall be ……………………..per Day.  The maximum amount of delay damagesfor the whole of the Works shall be10% percent of the Initial Contract Price. |
| **Defects Notification Period** | 1.2 | Defects Notification Period is…………..Days from Employer’s Taking over |
| Source of funds | 2.1 | The source of funds is………………………………… |
| **CIDA registration required** | 3.1 | The registration required CIDA  Specialty …………………………………………….  ……………………………………………..  Grade ……………………………………………. |
| **NCSL**  **Membership** | 3.2 | Delete the clause |

|  |  |  |
| --- | --- | --- |
| **Eligible bidders** | 3.4 | Foreign bidders are not allowed to bid. |

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| --- | --- | --- |
| **Qualification Information** | 3.1, 3.2, 4.1 | The following information shall be provided in Section VIII:   * CIDA registration   Registration number \_\_\_\_\_\_\_\_  Grade \_\_\_\_\_\_\_\_  Specialty \_\_\_\_\_\_\_\_  Expiry date \_\_\_\_\_\_\_\_   * VAT registration number \_\_\_\_\_ * Attach Work program (Format given in Schedule B6 & B7) * Attach legal status (Sole proprietor, Partnership, Company etc.) (Schedule A1) * Attach authentication for signatory * Total monetary value of construction work performed for each of the last five years; * Experience in works of a similar nature and size for each of the last five years; (Schedule A4) * Construction equipment; (Schedule A6) * Staffing; (Schedule B4 & B5) * Attach Work plan and methods; * Any other |
| **Average annual volume of construction work performed in last five** | 4.3(a) | Delete the clause and replace by the following.  Average annual volume of construction work is Rs…………   1. *If contract period is less than one year, the value of the Engineers estimate,* 2. *If contract period is more than one year, 1.5 times annual value of the proposed work \*1*   *\*1Annual Value of proposed work,*  *= 12 x Engineer’s estimate*  *Contract duration in months* |
| **Experience** | 4.3 (b) | Delete the clause and replace by the following. |
|  |  | The scope of work of at least one(01) water supply project undertaken by the bidder should have included, inter alia, the following requirements:-   1. Construction of ………… m3/day or larger capacity water treatment plant including Intake, sludge treatment and pumping stations, control system. *(at least 50% of capacity)* 2. Supplying or procuring and laying of at least 10 km of Water Transmission/ Distribution pipe lines having diameters not less than …………..mm diameter. *(one step below the diameter specified)* 3. Construction of Water Tower, having minimum of 500 m3 capacity. 4. Design of process and Water Treatment, ground reservoirs. 5. Design of …….. m3/day or large capacity water treatment plant including intake, sludge treatment and control systems (at least 50% of the capacity) 6. Design of at least 10 km of water Transmission/Distribution pipelines having diameters not less than ……….. mm diameter (one step below the diameter specified) 7. Design of water tower having minimum of 500 m3 capacity. 8. Design of pumping stations and pumps.   Bidders who do not possess design experience in similar projects specified as above (d) to (h) in required capacities may enter into a Joint Venture with a Design consultancy firm with experience in water treatment, water supply and distribution design. |
| **Essential equipment** | 4.3(c) | **Essential Equipment**  \* Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed shall be as given in Appendix ……………..  (Bidder shall include any additional equipment, plant, etc.  to the Appendix 3 depending on his construction  methodology) |
| **Financial capability** | 4.3(g) | Financial capability should not be less than Rs.**...............** million [*40% of average annual financial value of the Engineer’s estimate]*as working capital including Rs. ………. in liquid cash (3-4 months) |
| **Bid price** | 13.3 | VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately at the end of the price schedule summary. |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| **Contract is subjected to price adjustment for fluctuation of prices** | 13.4 | The Contract is subject to price adjustment in accordance with Clause 13.7 of the Conditions of Contract. |
|  | 13.5 | If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item in the Bills of Quantities by adjusting the rates in the Bills of Quantities by the percentage of discount offered. This rate is applicable for all extra works to complete the works in the Contract. |
| **Bid validity period** | 15.1 | The Bid shall be valid up to …………….. |
| **Amount of Bid security** | 16.1 | The amountof Bid securityshall be Sri Lanka Rupees ……………………………… |
| **Validity of Bid security** | 16.2 | Substitute by the following.  The Bid security shall be valid up to \_\_\_\_\_**(**119 Days)  Bid Security shall be valid up to ……………… *(give a date)*  Delete text in Clause 16.2 and add the following  Bid Security (unconditional) which is encashable on demand equivalent to the sum stated in clause 16.1 Bidding Data, shall be furnished in one of the following forms. Bid Security shall be as per the format given in the Bidding Document.   1. Bank Guarantee issued by a reputed bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. 2. Sri Lanka rupee cash deposit to the National Water Supply and Drainage Board, (The original receipt for such deposit shall be attached to the original tender document). 3. A certified cheque issued by a reputed Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, in favour of National Water Supply and Drainage Board. 4. A Bank guarantee issued by a Bank based in another country but the security or guarantee “confirmed” by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.   **The term “confirmed” in relation to bank guarantee issued by a Bank based in another country means that the “confirmed” bank held liable for paying the respective guaranteed amount at the request of first demand by the beneficiary.** |
| **Pre-Bid meeting** | 17.1 | Pre Bid meeting will be held ………………………………  ………………………………………………………………  ………………………………………….  Date time \_\_\_\_\_\_\_\_\_\_\_\_ |
| **Sealing and marking of Bids** | 19.2  19.3  19.4  19.5 (a)  19.5 (b) | The following information also shall be included in the inner covers of envelope marked as “Envelope 1- Preliminary Information”:   * 1. Schedule, “Annual turn-over Information”;   2. Schedule “Adequacy of Working capital”;   3. Schedule, “ Design experience in last five Years;   4. Schedule, “ Construction experience in last five Years”;   (v) Schedule, “ Major items of construction equipment proposed”;  The following information also shall be included in the inner covers of envelope marked as “Envelope 2- Design/Technical Proposal”:   * 1. Schedule, “ Team composition and Task assignment”;   2. Curriculum vitae of key staff;   3. Schedule, “ Time Schedule for key staff”;   4. Work program (Design related activities);   5. Work program (Construction related activities);   The following information also shall be included in the inner covers of envelope marked as “Envelope 3- Financial Proposal”:   1. Daywork rates schedule; 2. Schedule, “Overhead and profit percentage for Provisional Sum activities”; 3. Schedule, “Input percentages for price adjustments”.   The Employer’s address for the purpose of Bid submission is  **Chairman, Cabinet Appointed Procurement Committee,**  **Procurement Division**  **Ministry of ………………………….,**  **“Lakdiya Madura”,**  **No. 35, Sunil Mawatha,**  **Palawatta,**  **Battaramulla.**  **Sri Lanka**  Contract name: …………………………………………  …………………………………………………………….  ……………………………  Contract No. ………………………………………..  Revised on 25-08-2020 |
| **Deadline for submission of Bids** | 20.1 | The deadline for submission of Bids shall be \_\_\_\_\_\_\_\_\_\_\_ |
| Evaluation and comparison of Bids | 27.0 | For evaluation and comparison of Bids optionAis selected. |
|  | 27.1**\*** | Not relevant |
| **Correction of errors** | (28.1) c | Sub Clause 28.1 (c) not modified. |
| **Correction of errors** | (28.1) d | Sub Clause 28.1 (d) is applicable. |
| **Award of Contract** | (29.2) | If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item in the Bills of Quantities by adjusting the rates in the Bills of Quantities by the percentage of discount offered. Contractor shall adjust all BOQ Rates deducting the discounted amount and shall endorse with the Contractor’s Signature. This rate is applicable for all extra works to complete the works in the Contract. |
| **Amount of Performance Security** | 32.1 | The amount of Performance Security is 5% of the Initial Contract Price and valid up to the issuance of final acceptance certificate.  And issued by an agency stipulated underClause 4.2 in the Contract Data. |
| **Percentage of**  **retention** | 34.1 | Five (05) % of the Initial Contract Sum.  When Retention amount reaches 5% of Initial Contract Price, upon the issue of the Taking-Over Certificate on submission of unconditional, on demand guarantee issued by a commercial bank operating in Sri Lanka approved the Central Bank of Sri Lanka and acceptable to the Employer. This Guarantee shall be valid until 28 Days beyond the Defects Notification Period. |
| **Minimum amount of Interim Payment Certificates** | 34.2 | As stated in Appendix to Financial Proposal of Volume 3 of this document. |
| **Adjudicator proposed by Employer** | (35.1) | The Adjudicator proposed by the Employer is :  Adjudicator shall be appointed when need arises. |

Revised on 06-02-2019

Revised on 16-09-2014

**Bidding Data**

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

**Instructions to Bidders Sub-Clause**

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| **Item** | **Sub-Clause** | Entry |
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| **Scope of Works** | 1,1 | The Works consists of  ……………………………………………………………..  ……………………………………………………………..  ……………………………………………………………..  Located at  ……………………………………………………………….  ……………………………………………………………… |
| **Time for Completion** | 1.2 | The Time for Completion for the whole of Works shall be …………. Days. |
| **Delay damages for the Works** | 1.2 | The delay damages for the whole of the Works shall be ……………………..per Day.  The maximum amount of delay damagesfor the whole of the Works shall be10% percent of the Initial Contract Price. |
| **Defects Notification Period** | 1.2 | Defects Notification Period is…………..Days from Employer’s Taking over |
| Source of funds | 2.1 | The source of funds is………………………………… |
| **CIDA registration required** | 3.1 | The registration required CIDA  Specialty …………………………………………….  ……………………………………………..  Grade ……………………………………………. |
| **NCSL**  **Membership** | 3.2 | Delete the clause |

|  |  |  |
| --- | --- | --- |
| **Eligible bidders** | 3.4 | Foreign bidders are not allowed to bid. |

|  |  |  |
| --- | --- | --- |
| **Qualification Information** | 3.1, 3.2, 4.1 | The following information shall be provided in Section VIII:   * CIDA registration   Registration number \_\_\_\_\_\_\_\_  Grade \_\_\_\_\_\_\_\_  Specialty \_\_\_\_\_\_\_\_  Expiry date \_\_\_\_\_\_\_\_   * VAT registration number \_\_\_\_\_ * Attach construction program (Format given in Appendix ………) * Attach legal status (Sole proprietor, Partnership, Company etc.) …………….. * Attach authentication for signatory * Total monetary value of construction work performed for each of the last five years; * Experience in works of a similar nature and size for each of the last five years; (Appendix ……………) * Construction equipment; (Appendix …………) * Staffing; (Appendix …………) * Attach Work plan and methods; * Any other |
| **Average annual volume of construction work performed in last five** | 4.3(a) | Delete the clause and replace by the following.  Average annual volume of construction work is Rs…………   1. *If contract period is less than one year, the value of the Engineers estimate,* 2. *If contract period is more than one year, 1.5 times annual value of the proposed work \*1*   *\*1Annual Value of proposed work,*  *= 12 x Engineer’s estimate*  *Contract duration in months* |
| **Experience** | 4.3 (b) | Delete the clause and replace by the following. |
|  |  | The scope of work of at least one(01) water supply project undertaken by the bidder should have included, inter alia, the following requirements:-   1. Construction of ………… m3/day or larger capacity water treatment plant including Intake, sludge treatment and pumping stations, control system. *(at least 50% of capacity)* 2. Supplying or procuring and laying of at least 10 km of Water Transmission/ Distribution pipe lines having diameters not less than …………..mm diameter. *(one step below the diameter specified)* 3. Construction of Water Tower, having minimum of 500 m3 capacity. 4. Design of process and Water Treatment, ground reservoirs. 5. Design of …….. m3/day or large capacity water treatment plant including intake, sludge treatment and control systems (at least 50% of the capacity) 6. Design of at least 10 km of water Transmission/Distribution pipelines having diameters not less than ……….. mm diameter (one step below the diameter specified) 7. Design of water tower having minimum of 500 m3 capacity. 8. Design of pumping stations and pumps.   Bidders who do not possess design experience in similar projects specified as above (d) to (h) in required capacities may enter into a Joint Venture with a Design consultancy firm with experience in water treatment, water supply and distribution design. |
| **Essential equipment** | 4.3(c) | **Essential Equipment**  \* Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed shall be as given in Appendix ……………..  (Bidder shall include any additional equipment, plant, etc.  to the Appendix 3 depending on his construction  methodology) |
| **Liquid assets and/or credit facilities required** | 4.3(g) | Financial capability should not be less than Rs.**...............** million [*40% of average annual financial value of the Engineer’s estimate]*as working capital including Rs. ………. in liquid cash (3-4 months) |
| **Bid price** | 13.3 | VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately at the end of the price schedule summary. |

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| --- | --- | --- |
| **Contract is subjected to price adjustment for fluctuation of prices** | 13.4 | The Contract is subject to price adjustment in accordance with Clause 13.7 of the Conditions of Contract. |
|  | 13.5 | If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item in the Bills of Quantities by adjusting the rates in the Bills of Quantities by the percentage of discount offered. This rate is applicable for all extra works to complete the works in the Contract. |
| **Bid validity period** | 15.1 | The Bid shall be valid up to …………….. |
| **Amount of Bid security** | 16.1 | The amountof Bid securityshall be Sri Lanka Rupees ……………………………… |
| **Validity of Bid security** | 16.2 | Substitute by the following.  The Bid security shall be valid up to \_\_\_\_\_**(**119 Days)  Bid Security shall be valid up to ……………… *(give a date)*  Delete text in Clause 17.2 and add the following  Bid Security (unconditional) which is encashable on demand equivalent to the sum stated in clause 17.1 Bidding Data, shall be furnished in one of the following forms. Bid Security shall be as per the format given in the Bidding Document.   1. Bank Guarantee issued by a reputed bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. 2. Sri Lanka rupee cash deposit to the National Water Supply and Drainage Board, (The original receipt for such deposit shall be attached to the original tender document). 3. A certified cheque issued by a reputed Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, in favour of National Water Supply and Drainage Board. 4. A Bank guarantee issued by a Bank based in another country but the security or guarantee “confirmed” by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.   **The term “confirmed” in relation to bank guarantee issued by a Bank based in another country means that the “confirmed” bank held liable for paying the respective guaranteed amount at the request of first demand by the beneficiary.** |
| **Pre-Bid meeting** | 17.1 | Pre Bid meeting will be held ………………………………  ………………………………………………………………  ………………………………………….  Date time \_\_\_\_\_\_\_\_\_\_\_\_ |
| **Sealing and marking of Bids** | 19.2  19.3  19.4  19.5 (a)  19.5 (b) | The following information also shall be included in the inner covers of envelope marked as “Envelope 1- Preliminary Information”:   1. Schedule, “Annual turn-over Information”; 2. Schedule “Adequacy of Working capital”; 3. Schedule, “ Design experience in last five Years; 4. Schedule, “ Construction experience in last five   Years”;   1. Schedule, “ Major items of construction   equipment proposed”;  The following information also shall be included in the inner covers of envelope marked as “Envelope 2- Design/Technical Proposal”:   1. Schedule, “ Team composition and Task assignment”; 2. Curriculum vitae of key staff; 3. Schedule, “ Time Schedule for key staff”; 4. Work program (Design related activities); 5. Work program (Construction related activities);   The following information also shall be included in the inner covers of envelope marked as “Envelope 3- Financial Proposal”:   1. Day work rates schedule; 2. Schedule, “Overhead and profit percentage for Provisional Sum activities”; 3. Schedule, “Input percentages for price adjustments”.   The Employer’s address for the purpose of Bid submission is  **Chairman, Ministry Procurement Committee,**  **Ministry of ……………………………..,**  **“Lakdiya Madura”,**  **No. 35, Sunil Mawatha,**  **Palawatta,**  **Battaramulla.**  **Sri Lanka**  Contract name: …………………………………………  …………………………………………………………….  ……………………………  Contract No.  …………………………………………………………..  Revised on 25-08-2020 |
| **Deadline for submission of Bids** | 20.1 | The deadline for submission of Bids shall be \_\_\_\_\_\_\_\_\_\_\_ |
| Evaluation and comparison of Bids | 27.0 | For evaluation and comparison of Bids optionAis selected. |
|  | 27.1**\*** | Not relevant |
| **Correction of errors** | (28.1) c | Sub Clause 28.1 (c) not modified. |
| **Correction of errors** | (28.1) d | Sub Clause 28.1 (d) is applicable. |
| **Award of Contract** | 29.2 | If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item in the Bills of Quantities by adjusting the rates in the Bills of Quantities by the percentage of discount offered. Contractor shall adjust all BOQ Rates deducting the discounted amount and shall endorse with the Contractor’s Signature. This rate is applicable for all extra works to complete the works in the Contract. |
| **Amount of Performance Security** | 32.1 | The amount of Performance Security is 5% of the Initial Contract Price and valid up to the issuance of final acceptance certificate.  And issued by an agency stipulated under Clause 4.2 in the Contract Data. |
| **Percentage of**  **retention** | 34.1 | Five (05) % of the Initial Contract Sum.  When Retention amount reaches 5% of Initial Contract Price, upon the issue of the Taking-Over Certificate on submission of unconditional, on demand guarantee issued by a commercial bank operating in Sri Lanka approved the Central Bank of Sri Lanka and acceptable to the Employer. This Guarantee shall be valid until 28 Days beyond the Defects Notification Period. |
| **Minimum amount of Interim Payment Certificates** | 34.2 | As stated in Appendix to Financial Proposal of Volume 3 of this document. |
| **Adjudicator proposed by Employer** | (35.1) | The Adjudicator proposed by the Employer is :  Adjudicator shall be appointed when need arises. |

Revised on 06-02-2019

Revised on 16-09-2014

Revised on 16-09-2014

**Bidding Data**

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

**Instructions to Bidders Sub-Clause**

|  |  |  |
| --- | --- | --- |
| **Item** | **Sub-Clause** | Entry |
| **Employer’s name and address** | 1.1.& 9.1 | The Employer is  Name : National Water Supply and Drainage Board  Address: Galle Road,  Ratmalana |
| **Scope of Works** | 1,1 | The Works consists of  ……………………………………………………………..  ……………………………………………………………..  ……………………………………………………………..  Located at  ……………………………………………………………….  ……………………………………………………………… |
| **Time for Completion** | 1.2 | The Time for Completion for the whole of Works shall be ………….Days. |
| **Delay damages for the Works** | 1.2 | The delay damages for the whole of the Works shall be ……………………..per Day.  The maximum amount of delay damagesfor the whole of the Works shall be10% percent of the Initial Contract Price. |
| **Defects Notification Period** | 1.2 | Defects Notification Period is…………..Days from Employer’s Taking over |
| Source of funds | 2.1 | The source of funds is………………………………… |
| **CIDA registration required** | 3.1 | The registration required CIDA  Specialty …………………………………………….  ……………………………………………..  Grade ……………………………………………. |
| **NCSL**  **Membership** | 3.2 | Delete the clause |

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| **Eligible bidders** | 3.4 | Foreign bidders are not allowed to bid. |

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| **Qualification Information** | 3.1, 3.2, 4.1 | The following information shall be provided in Section VIII:   * CIDA registration   Registration number \_\_\_\_\_\_\_\_  Grade \_\_\_\_\_\_\_\_  Specialty \_\_\_\_\_\_\_\_  Expiry date \_\_\_\_\_\_\_\_   * VAT registration number \_\_\_\_\_ * Attach construction program (Format given in Appendix ………) * Attach legal status (Sole proprietor, Partnership, Company etc.) …………….. * Attach authentication for signatory * Total monetary value of construction work performed for each of the last five years; * Experience in works of a similar nature and size for each of the last five years; (Appendix ……………) * Construction equipment; (Appendix …………) * Staffing; (Appendix …………) * Attach Work plan and methods; * Any other |
| **Average annual volume of construction work performed in last five** | 4.3(a) | Delete the clause and replace by the following.  Average annual volume of construction work is Rs…………   1. *If contract period is less than one year, the value of the Engineers estimate,* 2. *If contract period is more than one year, 1.5 times annual value of the proposed work \*1*   *\*1Annual Value of proposed work,*  *= 12 x Engineer’s estimate*  *Contract duration in months* |
| **Experience** | 4.3 (b) | Delete the clause and replace by the following. |
|  |  | The scope of work of at least one(01) water supply project undertaken by the bidder should have included, inter alia, the following requirements:-   * + - 1. Construction of ………… m3/day or larger capacity water treatment plant including Intake, sludge treatment and pumping stations, control system. *(at least 50% of capacity)*       2. Supplying or procuring and laying of at least 10 km of Water Transmission/ Distribution pipe lines having diameters not less than ………….. mm diameter. *(one step below the diameter specified)*       3. Construction of Water Tower, having minimum of 500 m3 capacity.       4. Design of process and Water Treatment, ground reservoirs.       5. Design of …….. m3/day or large capacity water treatment plant including intake, sludge treatment and control systems (at least 50% of the capacity)       6. Design of at least 10 km of water Transmission/Distribution pipelines having diameters not less than ……….. mm diameter (one step below the diameter specified)       7. Design of water tower having minimum of 500 m3 capacity.       8. Design of pumping stations and pumps.   Bidders who do not possess design experience in similar projects specified as above (d) to (h) in required capacities may enter into a Joint Venture with a Design consultancy firm with experience in water treatment, water supply and distribution design. |
| **Essential equipment** | 4.3(c) | **Essential Equipment**  \* Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed shall be as given in Appendix ……………..  (Bidder shall include any additional equipment, plant, etc.  to the Appendix 3 depending on his construction  methodology) |
| **Liquid assets and/or credit facilities required** | 4.3(g) | Financial capability should not be less than Rs.**...............** million [*40% of average annual financial value of the Engineer’s estimate]*as working capital including Rs. ………. in liquid cash (3-4 months) |
| **Bid price** | 13.3 | VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately at the end of the price schedule summary. |
| **Contract is subjected to price adjustment for fluctuation of prices** | 13.4 | The Contract is subject to price adjustment in accordance with Clause 13.7 of the Conditions of Contract. |

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|  | 13.5 | If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item in the Bills of Quantities by adjusting the rates in the Bills of Quantities by the percentage of discount offered. This rate is applicable for all extra works to complete the works in the Contract. |
| **Bid validity period** | 15.1 | The Bid shall be valid up to …………….. |
| **Amount of Bid security** | 16.1 | The amountof Bid securityshall be Sri Lanka Rupees ……………………………… |
| **Validity of Bid security** | 16.2 | Substitute by the following.  The Bid security shall be valid up to \_\_\_\_\_**(**119 Days)  Bid Security shall be valid up to ……………… *(give a date)*  Delete text in Clause 17.2 and add the following  Bid Security (unconditional) which is encashable on demand equivalent to the sum stated in clause 17.1 Bidding Data, shall be furnished in one of the following forms. Bid Security shall be as per the format given in the Bidding Document.   1. Bank Guarantee issued by a reputed bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. 2. Sri Lanka rupee cash deposit to the National Water Supply and Drainage Board, (The original receipt for such deposit shall be attached to the original tender document). 3. A certified cheque issued by a reputed Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, in favour of National Water Supply and Drainage Board. 4. A Bank guarantee issued by a Bank based in another country but the security or guarantee “confirmed” by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.   **The term “confirmed” in relation to bank guarantee issued by a Bank based in another country means that the “confirmed” bank held liable for paying the respective guaranteed amount at the request of first demand by the beneficiary.** |
| **Pre-Bid meeting** | 17.1 | Pre Bid meeting will be held ………………………………  ………………………………………………………………  ………………………………………….  Date time \_\_\_\_\_\_\_\_\_\_\_\_ |
| **Sealing and marking of Bids** | 19.2  19.3  19.4  19.5 (a)  19.5 (b) | The following information also shall be included in the inner covers of envelope marked as “Envelope 1- Preliminary Information”:   1. Schedule, “Annual turn-over Information”;   (ii) Schedule “Adequacy of Working capital”;  (iii) Schedule, “Design experience in last five Years;   1. Schedule, “Construction experience in last five Years”; 2. Schedule, “Major items of construction equipment proposed”;   The following information also shall be included in the inner covers of envelope marked as “Envelope 2- Design/Technical Proposal”:   * 1. Schedule, “ Team composition and Task assignment”;   2. Curriculum vitae of key staff;   3. Schedule, “ Time Schedule for key staff”;   4. Work program (Design related activities);   5. Work program (Construction related activities);   The following information also shall be included in the inner covers of envelope marked as “Envelope 3- Financial Proposal”:   1. Daywork rates schedule; 2. Schedule, “Overhead and profit percentage for Provisional Sum activities”; 3. Schedule, “Input percentages for price adjustments”.   The Employer’s address for the purpose of Bid submission is  Chairman,  Department Procurement Committee,  National Water Supply & Drainage Board,  Galle Road, Ratmalana  Contract name: …………………………………………  …………………………………………………………….  ……………………………  Contract No. ……………………………………………….. |
| **Deadline for submission of Bids** | 20.1 | The deadline for submission of Bids shall be \_\_\_\_\_\_\_\_\_\_\_ |
| Evaluation and comparison of Bids | 27.0 | For evaluation and comparison of Bids optionAis selected. |
|  | 27.1**\*** | Not relevant |
| **Correction of errors** | (28.1) c | Sub Clause 28.1 (c) not modified. |
| **Correction of errors** | (28.1) d | Sub Clause 28.1 (d) is applicable. |
| **Award of Contract** | 29.2 | If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item in the Bills of Quantities by adjusting the rates in the Bills of Quantities by the percentage of discount offered. Contractor shall adjust all BOQ Rates deducting the discounted amount and shall endorse with the Contractor’s Signature. This rate is applicable for all extra works to complete the works in the Contract. |
| **Amount of Performance Security** | 32.1 | The amount of Performance Security is 5% of the Initial Contract Price and valid up to the issuance of final acceptance certificate.  And issued by an agency stipulated under Clause 4.2 in the Contract Data. |
| **Percentage of**  **retention** | 34.1 | Five (05) % of the Initial Contract Sum.  When Retention amount reaches 5% of Initial Contract Price, upon the issue of the Taking-Over Certificate on submission of unconditional, on demand guarantee issued by a commercial bank operating in Sri Lanka approved the Central Bank of Sri Lanka and acceptable to the Employer. This Guarantee shall be valid until 28 Days beyond the Defects Notification Period. |
| **Minimum amount of Interim Payment Certificates** | 34.2 | As stated in Appendix to Financial Proposal of Volume 3 of this document. |
| **Adjudicator proposed by Employer** | (35.1) | The Adjudicator proposed by the Employer is :  Adjudicator shall be appointed when need arises. |

Revised on 16-09-2014

**SECTION – IV**

**CONTRACT DATA**

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

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

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

**Contract Data**

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

|  |  |
| --- | --- |
| **Sub-Clause1.1.2.2** | Employer is:  Name : National Water Supply and Drainage Board  Address:Galle Road,  Ratmalana  Authorized Representative:The Chairman,  National Water Supply& Drainage Board  Galle Road, Ratmalana |
| **Sub-Clause1.1.2.4** | Engineer is:General Manager,  Address:National Water Supply and Drainage Board,  Galle Road, Ratmalana.  **Engineer's Representative :**……………………. |
| **Sub-Clause1.1.5.6** | Sections of Works : …………………………………………………… ……………………………………………………………………….  (to be completed) |
| **Sub-Clause 1.6 Contrat**  **Agreement** | **Replace the text of Clause 1.6 with the following:**  The Contractor shall enter into and execute the contract agreement to be prepared by the Employer in the form annexed to these conditions with such modification as may be necessary within 28 Days of the receipt of the letter of acceptance. The stamp duty and any registration fees shall be payable by the Contractor. |
| **Sub-Clause 1.12 Confidential**  **Details** | Additional sub-clause:  “The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out its obligations under it. The Contractor shall not publish, permit to be published or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the prior consent in writing of the Employer” |
| **Sub-Clause2.1** | The right of access to, and possession is amended and shall be 14Days from Letter of Acceptance. |

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| Sub-Clause 3.1 | Engineer’s Duties and Authority |
|  | Add the following paragraphs at the end of this sub clause |
|  | Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13.3 and shall notify the Contractor accordingly, with a copy to the Employer.  Engineer shall not allow the Contractor to store any excess pipes, fittings and accessories along road sides in addition to the material required for the daily work or after completion of Work. |
| Sub-Clause 4.1 **Contractor’s**  **General**  **Obligations** | Add to the clause  Contractor shall “Carryout detail investigations including sub surface and hydrological investigation” prior to commencement of designs. |
| **Sub-Clause 4.2** | Performance Security  The Performance Security shall be 5% of the Initial Contract Price. |
|  | And issued by an agency stipulated below using the Form for Performance Security included in Section X, Standard Forms   1. Bank guarantee from Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.   (b) Sri Lanka rupee cash deposit to the National Water Supply and Drainage Board, (The original receipt for such deposit shall be attached to the original tender document). |

|  |  |
| --- | --- |
|  | (c) Certified cheque issued by a Bank operating in Sri Lanka infavour of National Water Supply and Drainage Board.   1. A Bank guarantee issued by a Bank based in another country but the security or guarantee “confirmed” by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.   Note: However, the requirement of confirmation of performance guarantees issued by a bank based in another country, by a bank operating in Sri Lanka is not necessary, if the entity that issues the guarantee is an Export Credit Agency of any foreign government or a reputed International Financier acceptable to the Central Bank of Sri Lanka.  Revised on 25-08-2020  **The term “confirmed” in relation to bank guarantee issued by a bank based in another country means that the “confirmed” bank held liable for paying the respective guaranteed amount at the request of first demand by the beneficiary.** |
| **Sub-Clause 4.4**  **Sub**  **Contracting** | Add to Clause  The contractor shall not sub contract the work in excess of 50% of the total contract price. |
| **Sub-Clause 4.10**  **Unforeseeable**  **Sub-Surface Conditions** | Delete Sub-Clause 4.12 (b) and add the following  “Any cost incurred shall be borne by the Contractor” |
| **Sub-Clause 5** | **Change the heading “Design” to “Detailed Investigations & Designs”** |
| **Sub Clause 5.1**  **General**  **Design**  **Obligations** | Add to Clause  The contractor shall carry out and be responsible for the detail investigations including sub surface, hydrological and geological investigations and design of the works. |
| **Sub-Clause 6.3**  **Labour laws** | Add to the Clause  The Contractor shall indemnify and keep indemnified the Employer against all claims made under the all labour laws of the Democratic Socialists Republic of Sri Lanka and any statutory amendments thereto or modification thereof. |

|  |  |
| --- | --- |
| **Sub-Clause 6.8** | **Contractor’s Personnel**  Schedule of Key Personnel shall be in accordance with the tables given below: |
|  | The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements: |
|  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | Position | **Qualifications** | **Total Work Experience [years]** | **Minimum Number Required** | **Experience**  **in Similar Work [years]** |
| 1 | Chief Engineer (Design) | Chartered Engineer and PG Dip/M.Eng  inEnv. Eng/ Sanitary Eng. | 15 |  | 10 |
| 2 | Snr. Design Engineer  (Treatment Process/Hydraulic Design) | Chartered Engineer and  PG Dip/  M.Eng in Env. Eng/Sanitary Eng | 12 |  | 08 |
| 3 | Snr. Design Engineer (Civil/Structural Design) | Chartered Engineer and  PG Dip/M. Eng in Structural Eng.& Design | 12 |  | 08 |
| 4 | Snr. Design Engineer  (Electro-Mechanical) | Chartered Engineer and  PG Dip/M.Eng | 12 |  | 08 |
| 5 | Snr. Design Engineer  (Water Supply & Civil) | Chartered Engineer and  PG Dip/M.Eng in Env. Eng/ Sanitary Eng | 12 |  | 08 |
| 6 | Quantity Surveyor | BSc (QS)/  Technical membership of Institute of Quantity Surveyors  (Sri Lanka) | 10 |  | 06 |
| 7 | Engineering Assistant | NDT or equivalent | 10 |  | 06 |
| 8 | Draughtsman | National Certificate in Engineering Draughtsman  (full time 1 year) /  Draughtsman Apprentice Certificate (one year full time) conducted by the Department of Education and 3 months certificate course in AutoCAD | 10 |  | 06 |

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section VIII (b)Schedules.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Construction Team**   |  |  |  | | --- | --- | --- | | **No.** | Position | **Total Work & Similar Work Experience**  **[years]** | | 1 | Contractor’s Representative/ Project Manager | Should be a Chartered Civil Engineer / Mechanical Engineer. Should have served as a Contractor’s Representative for at least one project of similar nature, size and magnitude and successfully completed them**.** He should have supervised and coordinated, design, construction and installation teams engaged on these works and should have a minimum experience of 15 years and 8 years on similar works. | | |
|  | **Construction & Installation Team** | |
|  | |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **No.** | Position | **Qualificati-ons** | **Total Work Experience [years]** | **Minimum Number**  **required** | **Experience In Similar Work [years]** | | 1 | Chief Engineer (Construction & Installation) | Chartered Engineer | 12 |  | 08 | | 2 | Senior Site Engineer | Chartered Engineer | 10 |  | 06 | | 3 | Site Engineer (Civil) |  | 05 |  | 02 | | 4 | Site Engineer (Electro-Mechanical) |  | 05 |  | 02 | | 5 | Engineering Assistant (Civil) | NDT or equivalent | 05 |  | 03 | | 6 | Engineering Assistant (Electro-Mechanical) | NDT or equivalent | 05 |  | 03 | | |
|  |  | |
|  | The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section VIII (b)Schedules. | |
|  | In the event of non-deployment of designated key personnel, a deduction equivalent to one month salary proposed by the Engineer for the position shall be deducted from the contractor’s monthly payment.  Further, failure by the successful bidder to employ key personnel having the specified qualifications and experiences will result in stoppage of work or suspension of interim payments until compliance with the requirements. |
|  |  |
| **Sub-Clause 7.2**  **Inspection** | Add the end of Sub-Clause : |
|  | **Testing and Inspection Agencies** |
|  | 1. The Employer or his representative shall have the right to inspect and/or to test the Goods for their conformity to the Contract. The Contract Data of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires not specified anywhere and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes. 2. The inspections and tests may be conducted on the premises of the Supplier or his subcontractor(s), at point of delivery and/or at the Good's final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings, documents and production data shall be furnished to the inspectors at no charge to the Purchaser.   (c) Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of charge to the Purchaser.  (d) The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's stores shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the delivery of Goods or Goods' shipment from the country of origin, in case of importing.  (e) The Employer requires the goods to be supplied under this contract shall conform to the requirements given in Section 8. The Supplier shall obtain the Certificates of Inspection for the specific requirement of this contract document carried out by one of the following inspection agencies acceptable to the Purchaser.  1. M/s Lloyds Register,  Lloyds Register Industrial Division,  Register House, 29 Wallesley Road,  Croydon DRO-2AJ, U.K.  2. M/s Crown Agents,  Quality assurance & Inspection Service  Townend House, Walsall WSI INT  U.K. |

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|  | 3. M/s SocieteGenerale de Surveillance S.A.,  1, Place des Alpes,  Case Postale 898, CH-1211 Geneva 1,  Switzerland.  4. Bureau of Veritas,  Cedex 44,  92077 Paris Le Defense,  France.  5. Intertek Caleb Brett,  For Chemicals only  2200, West Loop South  Suite 200, Housten,  Texas 77027 USA | | |
|  | The selected inspection authority’s name and cost to same has to be given in summary of price schedule. On the acceptance of the bid, the Purchaser shall inform directly to the selected inspection authority with a copy to Supplier, the specific requirements for testing including deviations accepted by the purchaser, if any, to be tested. However, the payment to the Inspection Authority has to be made directly by the Supplier on production of test reports. | | |
|  | (f) Nothing in Clause 7.2 shall in any way release the Supplier from any warranty or other obligations under this Contract.  (g) The Supplier shall obtain the approval of the Engineer to ship the goods to be imported for the Works or to deliver such materials and plant to the site. Applications for such consent to ship shall be accompanied by manufacturer’s test certificates and certificates of inspection prescribed in the Contract or agreed with the Engineer. Application shall be made so as to give the Engineer a reasonable time to deal with such applications.  (h) Nominated Inspection Agency shall carryout inspection and testing during Manufacturing process, after Manufacturing and at any time prior to shipping and shall confirm that goods are in conformity with specifications included in the contract document. He shall submit his inspection report to the Employer including all items given in the Terms of Reference (TOR) for the Nominated Inspection Agency which is included in the contract document as Appendix – 13 & 15 in Section 6.6. | | |
|  | **Pre-shipment Inspection by National Water Supply & Drainage Board (NWSDB) Engineers**  The Contractor shall arrange for 2 NWSDB Engineers for pre-shipment inspection visit to country of manufacture before dispatching the DI/PE Pipes, fittings, Valves, Specials and Accessories etc. and Treatment Plant equipment.  Each shipment should be inspected by NWSDB Engineers before dispatching at Manufacturer’s factory.  The Contractor shall in his bid provide detailed proposals for pre-shipment inspection visit he offers to provide under this Clause. The following guidelines shall be used by the Contractor to formulate his proposals. | | |
|  | 1. The duration of inspection for Pre-shipment Inspection by NWSDB Engineers shall be worked out based on following guidelines. 2. If DI pipes and fittings are manufactured in same premises, duration of the inspection shall not be less than Eight (8) Days. 3. If DI pipes and fittings are manufactured in different premises, duration of the inspection shall not be less than Ten (10) Days. 4. If PE pipes and fittings, duration of the inspection shall not be less than Ten (10) Days 5. For Pumps and other Equipments as follows, but maximum duration shall be Ten (10) Days for one inspection.  |  |  | | --- | --- | | **Scope** | **Duration for Pre-shipment Inspection** | | For number of pumps not exceeding 8  Additional 02 pumps | 8 Days  1 Days | | Additional 01 Generator  Additional 02 Generator | 1 Day + Travelling to factory  1 Days + Travelling to factory | | Additional 01 Chlorinator  Additional 02 Chlorinator | 1 Day + Travelling to factory  1 Days + Travelling to factory | | Additional 01 Air blower  Additional 02 Air blower | 1 Day + Travelling to factory  1 Days + Travelling to factory | | Additional De-oderization system  01 unit  02 unit | 1 Day + Travelling to factory  1 Days + Travelling to factory | | Additional Chemical mixers | 1 Day + Travelling to factory | | Additional Electrical Panel | 1 Day + Travelling to factory | | Additional Chemical feeding  pumps | 1 Day + Travelling to factory | | For SCADA system | 8 Days | | For Water Meters | 8 Days | | | |
|  | (b) Most of the time shall be centered round the manufacturer’s goods which the Contractor proposes to use in the work.  (c) The inspection at the specific manufacturer shall include;   * + A general introduction to the manufacturer’s country, area, town & source of materials, etc.   + introduction to design standards and procedures adopted.   + introduction to relevant production procedures and quality control standards.   + manufacturing process, and Quality Assurance procedure.   + testing procedures, mill certificates, product conformity certificate, Quality Management System Certificate and any other relevant certificates etc. regarding the products.   + packing & dispatching procedure   (d) The NWSDB Engineers shall be guided by experienced engineers and quality controllers who are also competent in English language.  (e) Each NWSDB Engineer shall be paid a per diem to include combined allowances, the allowance the amount specified in the Appendix 12 prior to departure.  (f) All visas, Insurance (Life, Health and Travel), air fares, permits, taxes, transfer fees, travelling within the manufactures country and all other facilities required to carry out pre-shipment inspections at the manufacturer’s factory/premise shall be arranged by the Contractor and shall be included in the rates and prices of the contract. Contractor is not liable for providing food and accommodation. Contractor shall assist NWSDB Engineers for booking accommodation if requested.  (g) The officers shall be provided Terms of Reference (TOR) as given in Appendix 13 &15 for the inspection jointly agreed by the contractor and the engineer and with printed catalogues, manuals, illustrative videos etc., relevant to the manufacturing process and also obtain extra information requested by them, and shall arrange to dispatch these to NWSDB Engineers, by the Contractor at his own cost.  (h) Contractor shall provide a detailed programme (itinerary) showing details of inspection, ravelling, and all other arrangement etc. required for the pre-shipment Inspection and submit to the Inspection team prior to departure. Contractor shall discuss the inspection Programe with the inspection team and shall be agreed with the Pre-shipment Inspection team.   1. Contractor shall assist and bear all costs associated with for obtaining visa for the inspection from the relevant Embassy/ High commission for NWSDB Engineers. | | |
|  |  | | |
| **Sub-Clause 7.3**  **Testing** | Add following paragraph at the end. | | |
| **Sub-Clause 7.3.1** | The Employer’s right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Employer’s country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Engineer prior to the Goods' shipment from the country of origin.  In the case of imported equipment/material, the tests should be carried out by an inspection agency approved by the Employer and the copy of the certificate issued by the inspection agency with respect to quantity, quality and loading including all items given in the TOR for the pre-shipment inspection for the Nominated Inspection Agency should be forwarded to the Employer. The cost of inspection will be borne by the Contractor. | | |
| **Sub-Clause 7.8**  **Restriction on Eligibility** | Add new Sub-Clause to Clause 7 as follows:  (a) Any materials, equipment, services or design services which will be incorporated in or required for the Contract, as well as the Contractor’s Equipment and other supplies, shall have their origin in eligible source countries acceptable to the funding agencies.  (b) For the purpose of this clause, "services" means the works and all project-related services including design services.  (c) For the purposes of this clause, "origin" means the place where the materials and equipment were mined, grown, produced, or manufactured, or from which the services are provided.  (d) The origin of Goods and Services is distinct from the nationality of the Supplier."  Warranty  The Contractor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless otherwise provided in the Contract. The Contractor further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.  This warranty shall remain valid for Thirty Six (36) months after the Goods, or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated in the Contract, unless specified otherwise in the **Appendix to Technical Proposal**.  The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.  Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Employer other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.  Revised on 16-07-2020  If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.  The manufacturer shall submit the warranty for all Materials Supplied by him for 36 months in the form given in Appendix 10.  Packing   1. The Contractor shall provide such packing of the DI/PE Pipes, Fittings, Specials and DI Valves as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of DI /PE Pipes, Fittings, Specials and DI Valves and the absence of heavy handling facilities at all points in transit. 2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to Clause 21.10 hereof in any subsequent instructions ordered by the Employer. 3. The Contractor will be required to make separate packages for each. Each package shall be marked on three sides with proper indelible paint as follows: 4. National Water Supply & Drainage Board, Sri Lanka 5. Contract Number 6. Description of Goods 7. Country of Origin of Goods 8. Suppliers' Name 9. Packing List Reference Number   Transportation  The Contractor shall be required to meet all transport and storage expenses until delivery to the destination as specified in the Contract.  The pipe materials and pipe appurtenance shall be stored in Contractor’s stores within reasonable distances from Work sites and only the quantities that can be laid in excavated trenches for the daily work shall be kept along the road. Left-overs shall not be kept at the roadsides and it shall be returned to the Contractor’s stores.  Revised on 25-08-2020  Incidental Services   1. The Contractor shall provide any or all of the following services, if required, without any extra cost to the Employer.   (i) Furnishing of tools required for assembly and/or maintenance of the supplied DI /PE Pipes, Fittings, Specials and DI Valves;  (ii) Furnishing of a detailed installation, operations and maintenance manual for each appropriate unit of the supplied DI /PE Pipes, Fittings, Specials and DI Valves;  (iiii) Conduct training of the Employer’s personnel, at the Manufacturer’s plant and/or on-site, in assembly, operation, maintenance and/or repair of the supplied DI /PE Pipes, Fittings, Specials and DI Valves.  (iv) Demonstration of pipe laying prior to commencement.   1. Prices charged by the Contractor for the preceding incidental services, shall be included in the Contract Price for the DI /PE Pipes, Fittings, Specials and DI Valves.   **Spare Parts**  The Contractor shall be required to provide the following materials and notifications pertaining to spare parts manufactured or distributed by the Contractor:   1. Such spare parts as the Employer may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the Contract; 2. The Contractor shall carry sufficient inventories to assure ex-stock supply of consumable spares such as Gaskets, Plugs, Bolts, Nuts and Washers etc. 3. In the event of termination of production of the spare parts: 4. advance notification to the Employer of the pending termination, in sufficient time to permit the Employer to procure needed requirements; and 5. following such termination, furnishing at no cost to the Employer, the blue-prints, drawings and specifications of the spare parts, if and when requested.   **Change Orders**   1. The Employer may at any time, by a written order given to the Contractor pursuant to Clause 13 of Conditions of Contract, make changes within the general scope of the Contract in any one or more of the following:   Revised on 16-07-2020   1. drawings, designs or specifications, where DI Pipes, Fittings, Specials and DI Valves to be furnished under the Contract are to be specifically manufactured for the Employer; 2. the method of shipment or packing; 3. the place of delivery; and/or 4. the Services to be provided by the Contractor. 5. If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor’s performance of any part of the Works under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be assessed within thirty (30) days from the date of the Contractor’s receipt of the Employer’s change order.   **Contract Amendments**  Subject to Assignment below hereof, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.  **Assignment**  The Contractor shall not assign, in whole or in part, his obligations to perform under the Contract, except with the Employer’s prior written consent. | | |
| **Sub-Clause 8.1**  **Commencement**  **of Work** | Start Date: The Start Date is amended and shall be 14 Days from the issue of the Letter of Acceptance | | |
| **Sub-Clause 8.2** | Time for Completion  **The Time for Completion for the whole of Works shall be**……. Days | | |
| **Sub-Clause 8.5**  **Delays caused**  **by Authorities** | Add to the Clause.  Contractor should carefully study the procedures followed by granting approval for Road damages by Road Development Authority or Provincial Road Development Authority, any Local Government Authorities obtaining Electricity Supply and Telecommunication facilities from Ceylon Electricity Board and Telecommunication Authorities respectively. Water Supply Connections from the National Water Supply & Drainage Board or any Local Authority, therefore, sufficient allowance should be kept in work programmes for works connected with them and costing of these works.  Revised on 16-07-2020 | | |
| **Sub-Clause 8.7** | Delay Damages The Delay Damages for the whole of the Works shall be Rs.……………per Day.  The maximum amount of Delay Damages for the whole of the Works shall be10% of the Initial Contract Price. | | |
| **Sub-Clause 9.1**  **Contractor’s Obligation** | All materials, labour, electricity, water, chemicals, fuel, Testing equipment and any other required materials, skilled and other labourer and etc. for the proper completion of tests shall be provided by the contractor at Contractor’s cost and shall be included in the lump sum contract price. | | |
| **Sub-Clause 11.1** DefectsNotificationPeriod | Defects Notification Period is: …… Days from Taking-over Certificate. | | |
| **Sub-Clause 12.1** TestsAfterCompletion | Sub paragraphs (a), and (b) shall be replaced by the following:   1. The Employers shall not provide all electricity, equipment, fuel, instrument, labour and materials necessary to carried out tests 2. Tests after completion shall be carried out by the contractor with the presence of Employer’s Representative | | |
|  |  | | |
| **Sub-Clause 13.7**  **Adjustments**  **for Changes in**  **Cost** | Contract is/isnotsubjected to price adjustment for fluctuation of prices | | |
|  |  | | |
| **Sub-Clause 14.1** ContractPrice | Replace the paragraph (b) of this Sub-Clause with followings;  **Taxes and Duties**  The Contractor’s rates and prices shall include all taxes, duties and other charges imposed outside Sri Lanka on the production, manufacture, sale and transport of all the goods.  The prices quoted by the Contractor shall include business taxes income and all other taxes demurrages, warehouse rent, etc. excluding custom duties and VAT that may be levied according to the laws and regulations in being as of the base date in the Employer’s country on the goods and services supplied under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer’s country on profits made by him in respect of the Contract.  However any liabilities upon taxes on income shall be as per the conditions of the loan agreement, if there is a loan agreement. Otherwise any liabilities upon taxes on income shall be as per the prevailing laws of the Democratic Socialists Republic of Sri Lanka.  The Contractor’s Staff, personnel and labour will be liable to pay personnel income taxes in the Employer’s Country in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, by the Democratic Socialist Republic of Sri Lanka and the Contractor shall perform such duties imposed on him by such laws and regulations.  Any duties, custom dues, Port charges, levied on the goods supplied under the Contract shall be paid by the Employer directly to the Department of Customs on production of Certified Custom Entries by the Contractor. Any VAT payable shall be charged to the Employer as a separate item and should be supported with VAT Registration Number & Tax Invoice.  Any additional taxes due to change of government tax policy which directly affects the contract after coming into force of the contract will be dealt according to **Clause 13.7** “Adjustment for change in legislation”.  Add following sub-paragraph at the end of this Sub-Clause:  The Works described below is to be paid according to quantity supplied or work done:   1. ………………………………………………………………. 2. ……………………………………………………………… 3. ………………………………………………………………. | | |
| **Clause 14.3Application**  **for Interim Payment**  **Certificate** | Replace the first paragraph of this Sub-Clause with the following paragraph;  The Contractor shall submit a Statement including approved joint measurement sheets of the Work done for the period in three copies to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amount to which the Contractor considers himself to be entitled, together with supporting documents which shall include the relevant report on progress during this month in accordance with Sub-Clause 4.14 [Progress Reports] and Subcontractor’s payment progress report.  Revised on 25-08-2020 | | |
| **Sub-Clause 14.4**  **Issue of**  **Interim**  **Payment**  **Certificates** | Shall be in accordance with Appendix to Financial Proposal in Volume 3 of this document . | | |
| **Sub-Clause 14.5**  **Payment** | Add the following paragraph at the end of this Sub-Clause.  However, if the Employer finds sufficient evidence that the Work suffers due to non-payment or delayed payment to Subcontractors/suppliers by the Contractor, the Employer shall be entitled to request the Contractor to establish an ESCROW Account with a reputed local bank (ESCROW Agent) acceptable to the Central Bank of Sri Lanka an ESCROW Agreement. Refer Appendix-D of Contract Data for the ESCROW Agreement. | | |
| **Sub Clause 14.7**  **Payment of Retention** | Add to clause  On reaching the limit of retention stated in Contract Data the Contractor may substitute full retention money with an unconditional guarantee acceptable to the Employer to a value equal to the full retention money, and valid up to 28 Days beyond the end of Defect Notification Period. On receipt of such guarantee the Employer shall repay the full retention money. The guarantee will be released to the Contractor upon the certification of the Engineer that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected. | | |
| **Sub-Clause 18.2**  **Third Party Insurance** | Add the following sub clause The minimum insurance covers shall be : | | |
|  | **(a)** |  | The minimum cover for insurance of the Works and of Plant and Materials is 115% of the Initial Contract Price. |
|  |  |  | The maximum deductible for insurance of the Works and of Plant and Materials are 5% of the each claim. |
|  | (b) |  | The minimum cover for loss or damage to Equipment is the replacement cost of equipment |
|  |  |  | The maximum deductible for insurance of Equipment is 5% of the replacement cost of the equipment |
|  | (c) |  | The minimum cover for insurance of other property (other than the Site)is to cover the building and property adjacent to the site and reinstatement of ………………….. Revised on 25-08-2020 |
|  |  |  | The maximum deductible for insurance of other property (other than the Site) is 5% of the respective insured value. |

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| --- | --- | --- | --- |
|  | (d) |  | The minimum cover for personal injury or death,  For third party and employees of the Employer and other persons engaged by the Employer in the Works is Rs 1,000,000 per event, Number of events are unlimited |
|  | (e) |  | Minimum cover for loss of business and loss of revenue is  Rs. 1,000,000.00 No. of events unlimited. |
|  | (f) |  | The minimum cover for personal injury or death, |
|  |  |  | for the Contractor's workmen is Rs 1,000,000 per person, number of persons are unlimited. |
|  |  |  | Contractor's employees other than workmen is Rs 1,000,000 per person, Number of persons are unlimited. |
|  |  |  | Employer’s Employees and Consultant’s Employees is Rs.1,000,000/= per person. Number of persons is unlimited. |
|  |  |  |  |
| **Sub-Clause 18.4**  **Professional Indemnity**  **Insurance** | This Amount of insurance shall be 25% of Contract Price | | |
| **Sub-Clause 18.5**  **Insurance for**  **Design** | Add a new sub Clause 18.5  The Contractor shall provide a Professional Indemnity Insurance, which shall insure the Contractor’s liability by reason of professional negligence or will misconduct in the design of the Works. Such insurance shall be for 5% of the accepted contract amount for a period of five years after completion of the contract, from a reputed insurance company/corporation located in Sri Lanka acceptable to the Employer. This insurance shall specify the names of all designers involved in designs, and it shall be in the names of all designers. | | |
| Sub-Clause 19.2 &19.4 | Failure to Agree Dispute Adjudicator;  The appointing entity for appointing the Adjudicator is the Institute for Construction Industry Development Authority (CIDA) | | |
| **Sub-Clause 19.5**  **Arbitration** | Delete the text of the clause and substitute the following.   1. The Employer and the contractor shall make every effort to resolve amicably by direct, informal, negotiation, any disagreement or dispute arising between them under or in connection with the contract. If amicable settlement cannot be reached then all disputed issues shall be settled by Arbitration as per the Arbitration Act No. 11 of 1995.   Arbitration shall be proceed with the UNCITRAL rules.  The arbitration shall be conducted in accordance with the local Arbitration Procedures and shall be held at such place and time in Sri Lanka as the arbitrators may determine. The decision of the majority of arbitrators shall be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitrators.   1. Pending the award in any arbitration proceedings hereunder, 2. this Contract and the rights and obligations of the Parties shall remain in full force and effect and 3. each of the Parties shall continue to perform their respective obligations under this Contract. The termination of this Contract shall not result in the termination of any arbitration proceedings pending at the time of such termination nor otherwise affect the rights and obligations of the Parties under or with respect to such pending arbitration. 4. Any award rendered by the arbitral tribunal shall determine the extent to which the cost of arbitration is to be borne by each Party. The arbitration centre charges and the compensation to the arbitrators shall be equally shared by the Parties initially.   **Composition of the Arbitral Tribunal :**  The arbitral tribunal shall consist of three arbitrator who shall be appointed in the manner provided in the Selection Procedure as given below.  **Selection Procedure :**  Either Party shall nominate one arbitrator. These two arbitrators jointly select the third arbitrator who shall act as the Chairman.  **Venue & Language :**  The venue of arbitration shall be in Sri Lanka.  Unless otherwise agreed to by the Parties the proceedings shall be conducted and the award shall be rendered in the English language. | | |
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**ANNEX- A**

**ESCROW Agreement**

**THIS AGREEMENT** is made and entered into at Colombo on this ….. day of *…………… ………………………[insert month and year]* in the Democratic Socialist Republic of Sri Lanka

**BY AND BETWEEN**

**National Water Supply & Drainage Board**, a corporate body duly established under the provisions of the National Water Supply and Drainage Board Act No.2 of 1974 (hereinafter referred to as **NWSDB**) of having its Head Office at Ratmalana in Sri Lanka (hereinafter referred to as the **‘Employer’** or **‘the Board’** and its successors and assigns)

**AND**

**…………………………………………………..** a firm duly registered in the said Republic of Sri Lanka under Partnership Agreement Bearing No. ………… and having its Registered Office at ……………………………………………………………………………………………. **OR/AND** ……………………………………………………………. (Company name) a company duly incorporated in …………………………………….(Country in incorporation) under the provision of the Companies Act/Country legislation No. …………………… and having its Registered Office at ……………………………………………………………………………. (address of the Registered Office) in ………………………………. (Country) (hereinafter referred to as the **‘Contractor’** and its successors and assigns)

**AND**

……………………………………………………..[*insert the name of the Bank*] a Banking Company incorporated under the laws of Sri Lanka and having its registered office at …………………………………………………………………………. and a branch office at …………………………………………………………… (hereinafter called and referred to as the “**ESCROW Agent**” which term or expression as herein used shall where the context so requires or admits mean and include the said …………………………………[*insert the name of the Bank*] and its successors and assigns)

**(The Employer, the Contractor and the ESCROW Agent are hereinafter and sometimes collectively referred to as ‘the Parties’)**

**WHERE AS THE EMPLOYER AND THE CONTRACTOR ARE PARTIES TO STANDARD OPERATING PROCEDURE FOR OPERATION OF JOINT ESCROW ACCOUNT FOR COMPLETION OF WORKS OF .....................……………… ………………………………. PROJECT FOR:**

1. CONTRACT NO: …………...……………………………………………………………..………………………………………………………………………………………………
2. CONTRACT NO: …………...……………………………………………………………..………………………………………………………………………………………………
3. CONTRACT NO: …………...……………………………………………………………..

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

(hereinafter referred to as the **“Project”**)

**NOW THIS AGREEMENT WITNESSETH THAT THE PARTIES HEREBY AGREE AS FOLOWS:**

1. **Appointment**

The Employer and the Contractor hereby appoint ……………………[*insert the name of the Bank*] ………………….. BRANCH the ESCROW Agent and the joint ESCROW Accounts shall be opened for each project in the name of the Contractor. Withdrawals from this account shall only be made by way of joint written request/ fund transfer order duly signed by a signatory for the Contractor and a signatory for the Employer. The Contractor ……………………….………… [insert the name of the Contractor] shall authorize two signatories for each Project / Account and NWSDB shall authorize two signatories to operate this account.

1. **The Accounts**

The Account shall solely constitute for the money due to the Contractor, ………………………………………………………………[*insert the name of the Contractor*] in the form of loan disbursement, additional advance, Interim Payment Certificates (IPCs), escalation claims or any other money due on account of Contract payments.

1. **Auditing**

The internal audit of the ESCROW Account shall be the co-responsibility of the NWSDB and the ……………………………………………………………[*insert the name of the Contractor*].

1. **Operation in Accounts**

No cheque books are issued for the ESCROW Accounts. The Cash/Funds out of the ESCROW Account shall only be made under the authorized signature of the Employer and the Contractor.

1. **Payments**

Payments from the ESCROW Account shall be processed as follows:

1. Once the ESCROW account is established, payments of all future certified IPCs shall be deposited in the ESCROW Account.
2. Limitation on transactions:

Transactions out of the ESCROW Account shall be limited to payments under the project including Salaries/Wages, Utility Bills, Subcontractors, Suppliers, Service Renders, maintenance work, material supplies, administration requirements, individual dues ets.

1. The Contractor shall request disbursements from the Committee specified under 5(d) in this Agreement by listing items in appropriate grouping of Salaries/Wages, Utility Bills, Subcontractors, Suppliers, Service Renders, maintenance work, material supplies, administration requirements, individual dues, showing the total amount required for each item listed. Appropriate summary and detailed assessments shall accompany the request. Notwithstanding above, the disbursement against Head Office Overheads shall constitute a mutually agreed amount and the same shall be paid directly to an account as requested by ………………………… ………………………..…………………… [*insert the name of the Contractor*].
2. The committee comprising of the Project Director (NWSDB), Consultant Team Leader, and Project Manager of the Contractor, Accountant of the Contractor ……………………………………………………..….…. [*insert the name of the Contractor*], shall review the requested list, and determine if the requirements are appropriate to the needs of the Contractor’s activities on the Project. Once approved/agreed, the disbursement payment shall be issued directly to agreed creditors/suppliers. The committee must ensure that;
3. The materials are in accordance with the specifications for the Works.
4. The materials have been delivered to the site and the properly stored and protected against loss, damage, or deterioration.
5. The Contractor’s records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer.
6. The Contractor has submitted a statement certified by the Employer of his cost of acquiring and delivering the materials to the Site, together with such documents as may be required for the purpose of evidencing such cost.
7. No cash payments will be made through this account
8. All written requests duly signed by the Employer and the Contractor shall be submitted to the bank before 15th of each month.
9. No Facsimile transactions requests shall be accepted
10. Any unreasonable imbalance between the amount paid out from the ESCROW account and the agreed list of payments shall result in further disbursements from the ESCROW account being stopped until the required information/explanation is provided.
11. **Bank Interest**

Any bank interest gained on balance amount in ESCROW account shall be that of ………………………..………………………………………….. [*insert the name of the Contractor*]

1. **Disputes**

The ESCROW Account shall operate within the provisions of terms, conditions and clauses of the Contract. In case of any Conflict between ………………………………………………………………… …….[*insert the name of the Contractor*] and NWSDB, the provisions of this ESCROW agreement shall hold preference. In the case of such dispute the ESCROW Agent shall have sole authority to cease the operation of such ESCROW account immediately.

1. **Maintaining Cash Books**

The cash book shall be maintained by the Project Manager, of ……………………………………………………………………………… [*insert the name of the Contractor*] and it will be countersigned by the Employer’s Representative. The cash book shall be closed on monthly basis.

1. **Period**

By operation on this ESCROW Account, the Contractor is not relieved of any of its obligations under the Contract Agreement with respect to completion of the Works on time as stated in the Contract.

1. **The Role of ESCROW Account**

The role of the ESCROW Account is limited to ensure smooth flow of finance to the project by channeling project payments for speedy execution of the project.

1. **Termination of the ESCROW Agreement:**

The ESCROW Account may be terminated when the full amount of all mobilization advance and additional advance are repaid and the whole of the Works are “Taken Over’ by the Employer, or when the original Contract of the Project between the NWSDB and the ……………………………… ………………………………………. [*insert the name of the Contractor*] comes to an end. On termination of the account all remaining funds shall be paid to the Contractor subject to any dues to be recovered by the ESCROW Agent.

1. **Amendments**

Employer has the right to add any amendments with the written consent of the Contractor and the ESCROW Agent when it is necessary in the interest of public money.

1. **Governing Law**

This Agreement shall be construed in accordance with the Laws of the Democratic Socialist Republic Sri Lanka and be subjected to the Jurisdiction of the Courts of Sri Lanka.

1. **Miscellaneous**
2. Good Faith

The Parties hereto agree and recognize that not all matters forming the intent of the Parties hereto may be incorporated in this Agreement and not all possibilities which may arise in connection with the subject matter hereof can be foreseen at the time being and fully provided for at the execution of this Agreement. Where any omission or lacuna becomes known. The Parties hereto agree to amend in writing this Agreement to cover such omission or lacuna in conformity with spirit of this Agreement.

1. Severability

If any provision of this Agreement or the application to any party or circumstances are determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement or such provision or the application of such provision to such party or circumstances, other than those to which it is so determined to be invalid, illegal or unenforceable, will remain in full force and effect to the fullest extent permitted by law and will not be affected thereby unless such a construction would be unreasonable.

1. Assignment

This Agreement shall ensure to the benefit of and shall be legally.

1. Non – waiver

The failure of either party to enforce a provision of this Agreement shall not be construed as a waiver of any of their rights and obligations in terms of this Agreement. The rights or remedies hereof are cumulative to any other rights or remedies, which may be granted by law.

1. Accrued Rights/Obligations

All of the rights and obligations referred to in this Agreement shall apply during the period of this Agreement provided that where any right(s) and/or obligation(s) has been accrued, such right / obligation shall nevertheless be complied with even after the termination of this Agreement.

1. Entire Agreement

This agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates and supersedes all prior negotiations and understandings of the same.

1. Joint Preparation

This Agreement is to be deemed to have been prepared jointly by the Parties hereto and any uncertainty or ambiguity existing herein shall be interpreted according to the application of the rules of interpretation.

1. **Notices**

Any notice of or other communications to be given or sent by the Employer/ Contractor/ ESCROW Agent shall be in writing and any be as provided hereunder served personally or sent by email or facsimile or registered mail to the addresses and to the persons as set out herein and shall be deemed to have been given as follows.

If personally served when served / or any email or by facsimile, on the second business day after transmission thereof on a facsimile machine to the proper fax number or if emailed to the proper email address /or if mailed (by registered post) on the third business day after deposit in the mail with postage pre – paid and properly addressed.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year aforementioned in accordance with the laws of Sri Lanka.

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

Chairman …………………………………

Board Member ……………………………

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**Witnesses**

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

Name : ……………………. Name : ………………………

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

……………………. ………………………

……………………. ………………………

For and on behalf of **the Contractor** : signed by the said ……………………………………in the capacity of …………………………………………………………………………. and/or duly authorized to sign this contract agreement for and on behalf of ..………………...……..

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

……………………………………………………………… (Block Letters)

**Witnesses**

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

Name : ……………………. Name : ………………………

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

……………………. ………………………

……………………. ………………………

For and on behalf of the “the ESCROW Agent” : signed by the said ……………………………………in the capacity of …………………………………………………………………. and/or duly authorized to sign this contract agreement for and on behalf of ………………………...…………………..……………………………………………………..

……………………………………………………………… (Block Letters)

**Witnesses**

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

Name : ……………………. Name : ………………………

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

……………………. ………………………

#### SECTION - V A

#### BIDDING FORMS

**5.1 Eligibility Documents**

**5.2 Technical Proposal**

**5.3 Commercial Submittals**

**Table of Forms**

**5.1 Qualification Documents**

**Form ELI – 1 Bidder’s Information Sheet**

**Form ELI – 2 Joint Venture Information Sheet**

**Form LIT- 1 Pending Litigation**

**Form LIT- 2 Pending Litigation of Nominated Subcontractor**

**Form EXP – 1 General Construction Experience**

**Form EXP – 2(a) Experience in Specific Constructionrelated to works proposed under the**

**contract**

**Form EXP – 2 (b) Experience in Specific Construction Key Activities**

**Form EXP – 2 (c) Experience in Specific Design related to works proposed under the**

**contract**

**5.2 Technical Proposal**

**Form TEC – 1 Personnel / Staff Proposed for the Project**

**Form TEC – 2 Resume of Key Personnel Proposed for the Project**

**Form TEC – 3 Construction plant & Equipment Proposed for the Project**

**Form TEC – 4 Proposed Site Organization**

**Form TEC – 5 Proposed Nominated Sub - Contractors**

**Form TEC – 6 Method Statements**

**Form TEC – 7 Mobilization Schedules**

**Form TEC – 8 Construction Schedule**

**Form TEC – 9 Schedule of Plant, Equipment and Materials proposed to be incorporated to the works**

**Form TEC – 10 Proposed Water Treatment Process outline Design**

**Form TEC – 11 Proposed Intake Outline Designs**

**Form TEC – 12 Schedule of Recommended Spare Parts**

**Form TEC – 13 Schedule of Mandatory Spare Parts**

**Form TEC – 13A Schedule of Tools**

**Form TEC – 14 Details of Design Partner of the JV**

**Form TEC – 15 Details of equipment supplied/installed**

**5.3 Commercial Submittals**

**Form FIN – 1 Financial Situation**

**Form FIN – 2 Annual Turnover Data**

**Form FIN – 3 Main Current Contract Commitments / Work in Progress**

**Form FIN – 4 Financial Resources**

**Note**:

1. If necessary, additional sheets may be added to the forms. Each page of each form should be clearly marked in the right top corner as follows: Form TEC - 1, page 1; Form TEC - I, page 2, etc…

1. Some of the forms will require attachments. Such attachments should be clearly marked as follows: Attachment 1 to Form TEC - 1, Attachment 2 to Form TEC - 1, etc…

**FORM ELI - 1**

# *Bidder’s Information Sheet*

*Where the Bidder proposes to use subcontractors for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractor(s).*

|  |  |  |
| --- | --- | --- |
|  | Name of firm / Bidder’s legal Name : | |
|  | In case of JV, legal name of each partner | |
|  | Head office address | |
|  | Local office address (if any) | |
|  | Bidder’s Authorized representative (Name, Address, Telephone, Fax, e-mail) | |
|  | Telephone | Contact |
|  | Facsimile | E-mail |
|  | Place of incorporation / registration | Year of incorporation / registration |
|  | Main lines of business | |
|  |  | |
|  | 1. Since: | |
|  | 2. Since: | |
|  | 3. Since: | |
|  | 4. Since: | |

Attached are copies of the following original documents;

a/ In a case of single entity, articles of incorporation or constitution of the legal entity named above

b/ Authorization to represent the firm of JV named in above

c/ In case of JV, letter of intent to form JV or JV agreement

**FORM ELI - 2**

**Joint Venture Information Sheet**

*A copy of the joint venture agreement as in the forms given in the bidding document must be attached to Form ELI-2. In case the joint venture agreement or letter of Intent to form JV is not acceptable to NWSDB, the joint venture may be requested to modify the agreement accordingly. Failure to submit a modified Joint venture agreement within twenty one days upon receipt by the Bidder of the request for modification will disqualify the Bidder.*

Each member of a JV must fill in this form

|  |  |
| --- | --- |
| JV / Specialist Subcontractor Information | |
| **Bidder’s legal name** |  |
| **JV Partner’s legal name** |  |
| **JV Partner’s country of constitution** |  |
| **JV Partner’s year of constitution** |  |
| **JV Partner’s legal address in country of constitution** |  |
| **JV Partner’s authorized representative information**  **(name, address, telephone numbers, fax numbers, e-mail address)** |  |
| **Attached are copies of the following original documents.**   * 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB Clause 4.1. * 2. Authorization to represent the firm named above, in accordance with ITB Clause 4.1 | |

*Name of the Bidder / Joint Venture partner if applicable*……………………

**FORM LIT - 1**

Revised on 25-06-2020

**Pending Litigation**

Each Bidder or member of a JV must fill in this form

|  |  |  |  |
| --- | --- | --- | --- |
| Pending Litigation | | | |
| **No pending litigation in accordance with Clause 4 of Section I (Instructions to Bidders)**  **Pending litigation in accordance with Clause4 of Section I (Instructions to Bidders)** | | | |
| **Year** | **Matter in Dispute** | **Value of Pending Claim in US$ Equivalent** | **Value of Pending Claim as a Percentage of Net Worth** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*Name of the Bidder / Joint Venture partner if applicable*……………………

**FORM LIT - 2**

Revised on 25-06-2020

**Pending Litigation of Nominated Subcontractor**

All Nominated Subcontractors must fill in this form.

|  |
| --- |
| Name of Nominated Subcontractor : |

|  |  |  |  |
| --- | --- | --- | --- |
| Pending Litigation | | | |
| **No pending litigation in accordance with Clause4 of Section 1 (Instructions to Bidders)**  **Pending litigation in accordance with Clause4 of Section I (Instructions to Bidders)** | | | |
| **Year** | **Matter in Dispute** | **Value of Pending Claim in US$ Equivalent** | **Value of Pending Claim as a Percentage of Net Worth** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*Name of the Bidder / Joint Venture partner if applicable*……………………

Form EXP – 1

Revised on 25-06-2020

General Construction Experience

Each Bidder or member of a JV must fill in this form

| **General Construction Experience** | | | | |
| --- | --- | --- | --- | --- |
| **Starting**  **Month**  **Year** | **Ending**  **Month**  **Year** | **Years** | **Contract Identification and Name**  **Name and Address of Employer**  **Brief Description of the Works Executed by the Bidder** | **Role of Bidder** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

*Name of the Bidder/ Joint Venture Partner ……………………………………………..*

*Information to be provided by the bidder should be supported by documentary evidence with certified Letters from employers and or consultants.*

Form EXP – 2(a)

Specific Construction Experience related to works

proposed under the contract.

Fill up one (1) form per contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract of Similar Size and Nature** | | | |
| **Contract No . . . . . . of . . . . . .** | **Contract Identification** |  | |
| **Award Date** |  | **Completion Date** |  |
| **Role in Contract** | * **Contractor** | * **Management Contractor** | * **Subcontractor** |
| **Total Contract Amount** | **US$** | | |
| **If partner in a JV or subcontractor, specify participation of total contract amount** | **Percent of Total** | **Amount** | |
| **Employer’s Name**  **Address**  **Telephone/Fax Number E-mail** |  | | |
| **Description of the similarity in accordance with Criteria 2.4.2(a) of Section 3** | | | |
| Participation as contractor, management contractor, or subcontractor, in at least**one** contract within the last**Ten (10)year**s, with a value of at least **4.0Million U.S Dollars** that have been successfully or are substantially completed and that are similar to the proposedconstruction works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section 5 (Employer’s Requirements) |  | | |

*Information to be provided by the bidder should be supported by documentary evidence with certified Letters from employers and or consultants.*

*Name of the Bidder / Joint Venture partner if applicable*……………………Form EXP - 2(b)

Specific Construction Experience in Key Activities

Fill up one (1) form per contract

|  |  |  |  |
| --- | --- | --- | --- |
| **ContractwithSimilarKey Activities** | | | |
| **Contract No . . . . . . of . . . . . .** | **Contract Identification** |  | |
| **AwardDate** |  | **Completion Date** |  |
| **RoleinContract** | * **Contractor** | * **Management Contractor** | * **Subcontractor** |
| **TotalContractAmount** | **US$** | | |
| **If partner in a JV or subcontractor, specify participation of total contract amount** | **PercentofTotal** | **Amount** | |
| **Employer’s Name**  **Address**  **Telephone Number**  **Fax Number**  **E-mail** |  | | |
| **Description of the key activities in accordance with Criteria 2.4.2(b) of Section 3** | | | |
| For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum construction, operation and handover experience in the following key activities: |  | | |
| Construction operation and handover of raw and treated water pumping systems of **04**ML/day capacity, including over **10** km of transmission pumping mains for 0ne (1) scheme. |  | | |
| Construction operation and handover of water treatment plants using processes defined in Employer’s Requirements of **4.0**ML/day capacity for 01scheme |  | | |

*Information to be provided by the bidder should be supported by documentary evidence with certified Letters from employers and or consultants.*

*Name of the Bidder / Joint Venture partner if applicable*……………………

Form EXP – 2(c)

Specific Design Experience related to Works

proposed under the contract

Fill up one (1) form per contract

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract with Similar Key Activities** | | | |
| **Contract No . . . . . . of . . . . . .** | **Contract Identification** |  | |
| **Award Date** |  | **Completion Date** |  |
| **Role in Contract** | * **Contractor** | * **Management Contractor** | * **Subcontractor** |
| **Total Contract Amount** | **US$** | | |
| **If partner in a JV or subcontractor, specify participation of total contract amount** | **Percent of Total** | **Amount** | |
| **Employer’s Name**  **Address**  **Telephone Number**  **Fax Number**  **E-mail** |  | | |
| **Description of the key activities in accordance with Criteria 2.4.2(c) of Section 3** | | | |
| For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum Design experience of the bidder or the proposed design team in the following key activities: |  | | |
| Design of raw and treated water pumping systems of **08** ML/day capacity, including over **15** km of transmission pumping mains for 1 (one) scheme. |  | | |
| Design of water treatment plants using processes defined in Employer’s Requirements of **8.0**ML/day capacity for 01 scheme. |  | | |

*Note:-*

*In the case where a firm or JV proposes to use a consultant for the detailed design and this consultant is to be a sub-contractor, the design experience of the consultant will be permitted to be evaluated as if the consultant was a proposed JV partner. No consulting firms and individual consultants who were engaged in the Project under Consultancy Services Package for Project Management or Consultancy Services Package for Design and Supervision may be permitted to work with or for the bidder.*

*Information to be provided by the bidder should be supported by documentary evidence with certified Letters from employers and or consultants.*

**FORM TEC - 1**

**Personnel / Staff Proposed for the Project**

|  |
| --- |
| Name of Bidder or partner of a joint venture |

*Bidders should provide at least two names of suitably qualified personnel to meet the requirements specified in Section 4 Evaluation & Qualification Criteria). The data on their experience should be supplied using TEC – 2 form for each candidate.*

|  |  |
| --- | --- |
| 1. | Title of position\* |
|  | Name |
| 2. | Title of position\* |
|  | Name |
| 3. | Title of position\* |
|  | Name |
| 4. | Title of position\* |
|  | Name |

\* As listed in Section 4 (Evaluation and Qualification Criteria)

Note : If local staff are proposed, please give details

**FORM TEC - 2**

**Resume of Key Personnel Proposed for the Project**

|  |
| --- |
| Name of Bidder or partner of a joint venture |

|  |  |  |
| --- | --- | --- |
| Position | | Candidate  **** Prime **** Alternate |
| *Candidate information* | 1. Name of candidate | 2. Date of birth |
|  | 3. Professional qualifications | |
|  |  | |
| *Present employment* | 4. Name of employer | |
|  | Address of employer | |
|  |  | |
|  | Telephone | Contact (manager / personnel officer) |
|  | Facsimile | Telex |
|  | Job title of candidate | Years with present employer |

*Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.*

|  |  |  |
| --- | --- | --- |
| *From* | *To* | *Company / Project / Position / Relevant technical and management experience* |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**FORM TEC - 3**

**Construction Plant & Equipment Proposed for the Project**

|  |
| --- |
| Name of Bidder or partner of a joint venture |

*The Bidder will provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and all items of equipment listed in the Instructions to Bidders. A separate Form TEC-3 will be prepared for each item of equipment proposed by the Bidder. For each item of equipment, the Bidder should attach a copy of ownership certificate or lease agreement.*

|  |  |  |
| --- | --- | --- |
| Item of equipment | | |
| *Equipment information* | 1. Name of manufacturer | 2. Model and power rating |
|  | 3. Capacity | 4. Year of manufacture |
| *Current status* | 5. Current location | |
|  | 6. Details of current commitments | |
|  |  | |
| *Source* | 7. Indicate source of the equipment   Owned  Rented  Leased  Specially manufactured | |

*Omit the following information for equipment owned by the Bidder or partner.*

|  |  |  |
| --- | --- | --- |
| *Owner* | 8. Name of owner | |
|  | 9. Address of owner | |
|  |  | |
|  | Telephone | Contact name and title |
|  | Facsimile | Telex |
| *Agreements* | Details of rental / lease / manufacture agreements specific to the Project | |
|  |  | |
|  |  | |

**FORM TEC - 4**

**Proposed Site Organization**

|  |
| --- |
| Name of Bidder or partner of a joint venture |

A. The Bidder is required to prepare an Organizational Chart showing the main members of the proposed project design and management teams, together with charts or tables of responsibility.

B. The Bidder is required to prepare a narrative description of the site organization chart and its key functions and systems. The organization chart should indicate where each member is to be stationed during the design stage and during the construction stage.

C. The Bidder is required to prepare a description of the relationship between the Head Office and the Site Management1

|  |
| --- |
| 1 *Indicate clearly which responsibility and what authority will be delegated to site management.* |

**FORM TEC - 5**

**Proposed Nominated Sub-contractors**

|  |  |  |  |
| --- | --- | --- | --- |
| *Section of Works* | *Approximate Value*1 | *Name(s) & Address(es) of Subcontractors* | *Description & Location of Similar Works Previously Executed* |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |
| 5. |  |  |  |
| 6. |  |  |  |

|  |
| --- |
| 1 *Value in US$ equivalent.* |

Note : If local sub contractors are proposed, please give details

**FORM TEC - 6**

**Method statements**

|  |
| --- |
| Name of Bidder or partner of a joint venture |

The Bidder is required to prepare a method statement not **exceeding 20 pages** including charts and tables, which describes the approaches to be adopted in the designs, construction, commissioning and hand over of the works.

The method statement shall include an outline of the training to be offered within the provisional sum allocated.

**FORM TEC - 7**

**Mobilization Schedules**

|  |
| --- |
| Name of Bidder or partner of a joint venture |

The Bidder is required to prepare a mobilization schedule in the form of a bar chart which indicates the proposed dates of mobilization of staff, machinery and workers.

Also the mobilization schedule should include the mobilization of nominated Sub Contractors with proposed data, staff, machinery and workers etc.

**FORM TEC - 8**

**Construction Schedule**

|  |
| --- |
| Name of Bidder or partner of a joint venture |

The Bidder is required to prepare a construction schedule which lists principal activities and indicates start dates, finish dates, milestones and durations of all activities.

*The schedule should be prepared using MS Project or Primavera software and take the form of a Gantt chart covering the entire project implementation period.*

This schedule should include resource scheduling too.

**Form TEC – 9**

**Schedule of Plant, Equipment and Materials proposed to be incorporated to the works**

The bidder is required to prepare a schedule showing utilization of materials, plant and equipment for each structure of work. The bidder should include in the schedule of procurement or supply of materials, plant and equipment including pipes, fittings, specials, pumps & motors, chemical equipment, chlorinators, automation equipment, power supply, Generators etc. with the time of shipping, delivery at site and incorporation to work.

**Form TEC – 10**

**Proposed Water Treatment Process outline Design**

Bidder should submit a treatment plant outline report with the bid.

**Guideline for Outline Design**

The purpose of outline design is to evaluate the Bidder’s design ability and to judge who will suggest a favourable condition to the Employer.

The Bidder is therefore required to submit outline design report as followings:

1. Scope of outline design

Outline design report shall consist of the following components;

Site survey result

Design Criteria preparation

Water treatment process design

Water treatment plant site layout plan

Water treatment plant hydraulic profile plan

Sludge disposal and backwashed water treatment process

Pipe network layout plan

Pipe hydraulic profile plan

Treatment plant automation outline design

Chemical dosing/disinfection systems

Etc.

2. The bidder shall submit 5 (five) copies of outline design report

The outline design report should be made a report including required drawings, calculation sheet, and additional sheet and each part should be divided by coloured inter sheets.

The size of report shall be A4 size

A3 size of drawings is available, but shall be bound with report.

|  |  |  |
| --- | --- | --- |
| **Item** | **size** | **Remark** |
| **Report** | **A4** | **Bound with drawings and calculation sheets, etc.** |
| **Drawings** | **A3** | **Bound with report** |
| **Calculation sheet and etc.** | **A4** | **Bound with report** |

**Form TEC – 11**

**Proposed Intake Outline Designs**

Bidder should submit an intake design report based on the scope of outline design given below.

1. Scope of outline design

The outline design report shall consist of the following components,

Site survey results

Design criteria preparation

Intake structure

Intake site layout

Intake screening to remove debris, grit

Hydraulic design

Removal of grit, silts, debris methods

Installation of pumps, motors and other mechanical & electrical equipment

Surge protection (Hydraulic and Electrical)

Piping system

Gantry/ lifting arrangements

2. Bidder shall submit 5 (five) copies of outline design report

The outline design report should be made a report including required drawings, calculations sheets, details of pumps, motors, M&E equipment.

Each part of report should be separated with acoloured sheets.

The size of report shall be A4 size.

The size of drawing sheet shall be A3 size and shall be bound with the report

|  |  |  |
| --- | --- | --- |
| **Item** | **Size** | **Remarks** |
| **Report** | **A4** | **Bound with drawings and calculation sheets, etc.** |
| **Drawings** | **A3** | **Bound with report** |
| **Calculation sheets, etc.** | **A4** | **Bound with report** |

**Form TEC – 12**

**Schedules of Recommended Spare Parts**

Please refer the section 8.3 Scope of Work and Performance Requirement

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Form TEC - 13** | |  | |  | |  |  |  |  | | |  |  | | |
| **Schedule of Mandatory Spares** | | | | | |  |  |  |  | | |  |  | | |
| **Item No.** | **Description** | | | | | **Unit** | **Qty** | **Rate** | | | **Amount** | | | |
|  |  |  | |  | |  |  | **Local  SL Rs.** | | **Foreign US $** | **Local  SL Rs.** | | | **Foreign US $** |
| 1 | **Treated Water, Raw Water and Backwash Water Pumps:** | | | | |  |  |  | |  |  | | |  |
|  | Impellor | | - | | For each type and size of type pump installed | Nr | 1 |  | |  |  | | |  |
|  | Wear Rings (Impellor and Housing) | | - | | For each type and size of type pump installed | Nr | 2 |  | |  |  | | |  |
|  | Bearings, gaskets, bushes, sleeves, ‘O’ rings, packing or seals for each type and size provided. | | | | | Sets | 4 |  | |  |  | | |  |
| 2 | **Submersible Pumps, ScreenWash Pump and Sump Pumps** | | | | |  |  |  | |  |  | | |  |
|  | Pump Set | - | | Each type and size of type pump installed | | Set | 1 |  | |  |  | | |  |
|  | Impellor / wear rings | - | | Each type and size of type pump installed | | Set | 1 |  | |  |  | | |  |
|  | Bearings, cable entry glands and packing and seals for each type and size of pump installed | | | | | Sets | 4 |  | |  |  | | |  |
| 3 | **Progressive Cavity Pumps:** | | | | |  |  |  | |  |  | | |  |
|  | Stators for each size and type on site | | | | | Spare | 2 |  | |  |  | | |  |
|  | Rotor for each size and type on site | | | | | Spare | 2 |  | |  |  | | |  |
|  | Bearings, gaskets, bushes, sleeves, ‘O’ rings, packing or seals, drive bells for each type and size provided. | | | | | Sets | 4 |  | |  |  | | |  |
| 4 | **Sludge Pumps** | | | | |  |  |  | |  |  | | |  |
|  | Pump Set | | - | | Each type and size of type pump installed | Nr | 1 |  | |  |  | | |  |
|  | Impellor / wear rings | | - | | Each type and size of type pump installed | Nr | 1 |  | |  |  | | |  |
| 5 | **Electric Motors** | | | | |  |  |  | |  |  | | |  |
|  | Bearings and brushes and brush gear (as applicable) for each type and size supplied | | | | | Set | 1 |  | |  |  | | |  |
| 6 | **Each Incoming Panel** | | | | |  |  |  | |  |  | | |  |
|  | All Contactors spares, All relays, Timers, Auto Transformer, All rectifiers | | | | | Set | 1 |  | |  |  | | |  |
| **Total C/F** | | | | | | | | | |  |  | | |  |

Note : If any of these spare parts are not required based on the design, indicate them in the relevant items.

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Total B/F** | | | | | | | | |  |  |  |
| 7 | **Each starter Panel** | | | | |  |  |  |  |  |  |
|  | All Contactors spares, All relays, All Timers, Auto Transformer | | | | | Set | 1 |  |  |  |  |
| 8 | **Each VSD starter Panel** | | | | |  |  |  |  |  |  |
|  | All Contactors spares, All relays, Timers, Auto Transformer, All rectifiers, All Control card, All power cards, set of IGBT's | | | | | Set | 1 |  |  |  |  |
| 9 | **General Mechanical Plant etc** | | | | |  |  |  |  |  |  |
|  | Seals | - | | Seals for each type and size provided. | | Set | 1 |  |  |  |  |
|  | Wearings Sleeves | - | | For each type and size provided. | | Set | 1 |  |  |  |  |
|  | Bushes | - | | For each type and size provided. | | Set | 1 |  |  |  |  |
|  | Bearings | - | | For each type and size provided. | | Set | 1 |  |  |  |  |
| 10 | **Transformers (If Supplied)** | | | | |  |  |  |  |  |  |
|  | **Each type of Oil immersed type transformers** | | | | |  |  |  |  |  |  |
|  | Bushing of each type with conductor and terminal | | | | | Set | 1 |  |  |  |  |
|  | Complete set of gaskets for one bank of transformer | | | | | Set | 1 |  |  |  |  |
|  | Set of bursting plates with gaskets | | | | | Set | 6 |  |  |  |  |
|  | Set of dial type thermometers with gaskets | | | | | Set | 1 |  |  |  |  |
|  | Set of oil level gauges with gaskets | | | | | Set | 1 |  |  |  |  |
|  | **Each type of Dry Type Transformers** | | | | |  |  |  |  |  |  |
|  | Bushing of each type with conductor and terminal | | | | | Set | 1 |  |  |  |  |
|  | Complete set of gaskets for one bank of transformer if required | | | | | Set | 1 |  |  |  |  |
|  | Set of dial type winding thermometers with necessary associated parts | | | | | Set | 1 |  |  |  |  |
| 11 | **Valves:** | | | | |  |  |  |  |  |  |
|  | Valve of each size and type installed | | | | | Spare | 1 |  |  |  |  |
|  | Butterfly Valves | | - | | Renewable seals for five valves of each size of valve provided. | Qty |  |  |  |  |  |
|  | Gate Valves | | - | | Sufficient gland packing or seal for 25% of all valves. | Qty |  |  |  |  |  |
|  | Reflux Valves | | - | | Renewable elements for five valves of each size of valve used. | Qty |  |  |  |  |  |
|  | Valve Actuators | | - | | Actuators for each type actuator provided three overhual kits for each type and size of actuator | Qty |  |  |  |  |  |
|  | Chemical Valves | | - | | Renewable elements for five valves of each size of valve used. | Qty |  |  |  |  |  |
| **Total C/F** | | | | | | | | |  |  |  |

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| **Total B/F** | | | | |  |  |  |
| 12 | **Each soft starter Panel** |  |  |  |  |  |  |
|  | Control card, power card, thyrister kit, key pad etc. | Set | 1 |  |  |  |  |
| 13 | **Fine Screens** |  |  |  |  |  |  |
|  | Net (Sufficient for 2 Overhauls) | Qty |  |  |  |  |  |
|  | Sprocket | Set | 1 |  |  |  |  |
|  | Antifriction Bearings | Set | 1 |  |  |  |  |
|  | Pins/ Accessories for the Frame and Joints | Sets | 5 |  |  |  |  |
|  | Motor | Nr | 1 |  |  |  |  |
|  | Gear Reducer | Nr | 1 |  |  |  |  |
|  | Overhaul Kit for Gear Reducer and Screen | Nr | 1 |  |  |  |  |
|  | Chain (Full Length) | Nr | 1 |  |  |  |  |
| 14 | **Pipe Joints** |  |  |  |  |  |  |
|  | One spare for each size and type of coupling installed and for sets jointing materials for each type and size than flanged joints | Qty |  |  |  |  |  |
| 15 | **Small Bore Rigid and Flexible Pipes** |  |  |  |  |  |  |
|  | Lengths each type of rigid pipework | Nr | 2 |  |  |  |  |
|  | Flexible Pipe (Standard Coil) | Nr | 1 |  |  |  |  |
|  | Flexible Pipe Fittings for Repairs | Set | 1 |  |  |  |  |
| 16 | **Chemical Metering Pumps** |  |  |  |  |  |  |
|  | Pump for each type provided (complete with motor, gearbox, heads, etc) | Set | 1 |  |  |  |  |
|  | Manufacture's complete overhaul kit inclusive of diaphragm and one complete replacement pump head for each size and type provided | Sets | 10 |  |  |  |  |
| **Total C/F** | | | | |  |  |  |

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| **Total B/F** | | | | | | |  |  |  |
| 17 | **Chlorinators** | | |  |  |  |  |  |  |
|  | Chlorination System Overhaul Sets | **-** | Spare Sensor, Heater, PRV, Manifold Valve, Liquid Trap, Vaccum Regulator, Chlorine Strainer, Chlorine heater, Lead gaskets and two glass sight tubes of each type/ range. | Sets | 4 |  |  |  |  |
|  | Electronic module, display, load cell for the chlorine scales | | | Nr | 1 |  |  |  |  |
|  | Ejector, diffuser for each system | | | Nr | 1 |  |  |  |  |
|  | Spare Booster pump for water supply | | | Nr | 1 |  |  |  |  |
|  | Spare Booster Pump for Water Supply | | | Nr | 4 |  |  |  |  |
|  | Cylinder emergency repair kit | | | Nr | 4 |  |  |  |  |
|  | Chlorine testing ammonia, one tube of thread lubricant, thre sets of special tools or wrenches and one vent screen | | | Qty |  |  |  |  |  |
|  | Set of extra gaskets, lubricants, strainers, O-rings, filters and spare parts normally supplied | | | Qty |  |  |  |  |  |
|  | One Year's supply of all necessary reagents, charts, pH test papers, lubricants and other expendable items necessary for the operation and calibration of the chlorination system | | | Qty |  |  |  |  |  |
| 18 | **Chemical Mixers (For each installations)** | | |  |  |  |  |  |  |
|  | Oil Seals, Bearings for motor and bearings for reduction gears | | | Set | 1 |  |  |  |  |
| 19 | **Pressure Gauges** | | |  |  |  |  |  |  |
|  | Pressure Gauges | **-** | For each type fitted to the main works pumps | Nr | 2 |  |  |  |  |
|  | Pressure Gauges | **-** | For each other application | Nr | 1 |  |  |  |  |
| **Total C/F** | | | | | | |  |  |  |

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| **Total B/F** | | | | | | |  |  |  |
| 20 | **Screw Conveyors and Chemical Feeders:** | | |  |  |  |  |  |  |
|  | One manufacturer’s overhaul kit for each type provided. | | | Kit | 1 |  |  |  |  |
| 21 | **Clarifiers:** | | |  |  |  |  |  |  |
|  | Set Replacement Blades (If applicable) | | | Nr | 1 |  |  |  |  |
|  | Manufacturer’s overhaul kit for the main drives and flocculators as applicable. | | | Nr | 1 |  |  |  |  |
| 22 | **Filter Nozzles** | | |  |  |  |  |  |  |
|  | Spare Filter Nozzles | - | % of the total number installed | Qty | 5% |  |  |  |  |
| 23 | **Filter Timers** | | |  |  |  |  |  |  |
|  | Timer for each type and size, maintenance kit for filter control desk | | | Nr | 1 |  |  |  |  |
| 24 | **Instruments (of each type)** | | |  |  |  |  |  |  |
|  | PLC Module Supplied | | | Nr | 1 |  |  |  |  |
|  | Wireless Modules and Receivers | | | Nr | 1 |  |  |  |  |
|  | Level Sensors of each type | | | Nr | 1 |  |  |  |  |
|  | Flow Meter Electronic Modules | | |  |  |  |  |  |  |
|  | Pressure Sensor Modules | | | Nr | 2 |  |  |  |  |
|  | Water Quality Sensors | | | Nr | 1 |  |  |  |  |
| 25 | **pH Measuring Device** | | |  |  |  |  |  |  |
|  | Complete Spare Sensor | | | Nr | 1 |  |  |  |  |
|  | Calibration solutions for two years of operation | | | Qty |  |  |  |  |  |
| 26 | **Switchgear and Controls:** | | |  |  |  |  |  |  |
|  | Set of electric spares for each type | | | Nr | 1 |  |  |  |  |
| 27 | **Compressors:** | | |  |  |  |  |  |  |
|  | Manufacturer’s complete overhaul kit for surge system and pneumatic system. | | | Nr | 1 |  |  |  |  |
| **Total C/F** | | | | | | |  |  |  |
| **Total B/F** | | | | | | |  |  |  |
| 28 | **Air Blowers:** | | |  |  |  |  |  |  |
|  | Manufacturer’s complete overhaul kit for each type provided. | | | Nr | 1 |  |  |  |  |
| 29 | **Sight Glasses:** | | |  |  |  |  |  |  |
|  | Spare sight glasses for each type provided (e.g. surge vessel, fuel tank, air/water vessels, etc). | | | Nr | 2 |  |  |  |  |
| 30 | **Generators** | | |  |  |  |  |  |  |
|  | **For each type of Generators supply the following spares** | | |  |  |  |  |  |  |
| 30.1 | Consumable Spares for Engine for 5000 hours operation | | |  |  |  |  |  |  |
|  | Oil Filters | | | Nr | 5 |  |  |  |  |
|  | Air Filters | | | Nr | 6 |  |  |  |  |
|  | Diesel Filters | | | Nr | 5 |  |  |  |  |
| 30.2 | Consumable Spares for Alternator for 5000 hours operation | | |  |  |  |  |  |  |
|  | AVR for Alternator | | | Nr | 1 |  |  |  |  |
|  | Positive Case Rectifiers for Alternator | | | Nr | 3 |  |  |  |  |
|  | Rotating Rectifier Assembly for Alternator | | | Nr | 1 |  |  |  |  |
|  | Negative Rectifiers for Alternator | | | Nr | 3 |  |  |  |  |
| 30.3 | Spares for the Control Panel | | |  |  |  |  |  |  |
|  | Indicator Bulbs | | | Nr | 30 |  |  |  |  |
|  | Fuses | | | Nr | 30 |  |  |  |  |
|  | Control Relay | | | Nr | 3 |  |  |  |  |
|  | Electronic Sensing Relay | | | Nr | 1 |  |  |  |  |
|  | Starting Switch | | | Nr | 1 |  |  |  |  |
| **Total Amount** | | | | | | |  |  |  |

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| **Form TEC - 13A** | | | | | | | | | |
| **Schedule of Tools** | |  |  |  |  | |  |  | |
| **Item No.** | **Description** | **Unit** | **Qty** | **Rate** | | | **Amount** | | |
|  | 15mm rope pulley blocks, lifting rope, shackles, eyes, etc (one each of single, double and treble arrays). | Set | 3 | **Local  SL Rs.** | | **Foreign US $** | **Local  SL Rs.** | | **Foreign US $** |
|  | Suitable pipe and valve slings | Nr | 4 |  | |  |  | |  |
|  | Fitters’ portable chain block of capacity two-tonne | Nr | 1 |  | |  |  | |  |
|  | Complete set of oxy-acetylene cutting equipment including two sets of cylinders | Set | 1 |  | |  |  | |  |
|  | Gas blow lamp and fittings for cutting and welding | Set | 1 |  | |  |  | |  |
|  | Electric welding equipment | Set | 1 |  | |  |  | |  |
|  | Multi purpose extractors | Set | 1 |  | |  |  | |  |
|  | Hand lamps (40 watts) with extension leads | Nr | 3 |  | |  |  | |  |
|  | 4 - 20 ma current injection standard | Nr | 1 |  | |  |  | |  |
|  | **Hand Tools - 02 Sets of each of the following** |  |  |  | |  |  | |  |
|  | 300 mm Steels hacksaw Frame | Nr | 1 |  | |  |  | |  |
|  | High Speed all hard cutting Blades 18 teeth per inch | Nrs | 50 |  | |  |  | |  |
|  | High Speed all hard cutting Blades 24 teeth per inch | Nrs | 50 |  | |  |  | |  |
|  | Wire Scratch Brush for General Use | Nrs | 2 |  | |  |  | |  |
|  | 250mm Flat Bastard Files with Handles | Nrs | 2 |  | |  |  | |  |
|  | 250mm Round Bastard Files with Handles | Nrs | 2 |  | |  |  | |  |
|  | Engineers Ball Pein Hammer 450 Grames | Nr. | 1 |  | |  |  | |  |
|  | Engineers Ball Pein Hammer 1Kg | Nr. | 1 |  | |  |  | |  |
|  | 600mm Stillson Pattern Pipe Wrench | Nrs | 2 |  | |  |  | |  |
|  | Chain Pipe Wrench Capacity 25 - 150mm | Nrs | 2 |  | |  |  | |  |
|  | Foot Print Adjustable Pipe Tongs 75mm Capacity | Nrs | 2 |  | |  |  | |  |
|  | Combination Pliers 200mm with Pipe Grip, Side and Joint Cutters | Nr. | 1 |  | |  |  | |  |
|  | Screwdrivers 100mm Long with Plastic Handle and Flared Tip | Nr. | 1 |  | |  |  | |  |
|  | Screwdrivers 200mm Long with Plastic Handle and Flared Tip | Nr. | 1 |  | |  |  | |  |
|  | Screwdrivers 200mm Long with Plastic Handle and Star Tip | Nr. | 1 |  | |  |  | |  |
|  | 500ml Capacity Pump Action Oil Can | Nr. | 1 |  | |  |  | |  |
| **Total C/F** | | | | | | | | | |

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| **Total B/F** | | | | | | | |
|  | Adjustable Wrench 15o off set 300mm long with 35mm Capacity | Nr. | 1 |  |  |  |  |
|  | Adjustable Wrench 250mm long with 25mm Capacity | Nrs | 2 |  |  |  |  |
|  | Steel Tape 3m Retractable with Locking Device | Nr. | 1 |  |  |  |  |
|  | High Pressure Water House 150 psi | m | 15 |  |  |  |  |
|  | Bearing Puller 12" | Nr. | 1 |  |  |  |  |
|  | Bearing Puller 8" | Nr. | 1 |  |  |  |  |
|  | Puller Three Jaw | Nr. | 1 |  |  |  |  |
|  | Chain Lift 05 Ton | Nr. | 1 |  |  |  |  |
|  | Chain Lift 03 Ton | Nr. | 1 |  |  |  |  |
|  | Hydraulic Jack 25 ton | Nr. | 1 |  |  |  |  |
|  | Angel Grinder 9" | Nr. | 1 |  |  |  |  |
|  | Electric Hammer Drill Machine 1/2" | Nr. | 1 |  |  |  |  |
|  | Engineering Fitters' Taps and Dies | Nr. | 1 |  |  |  |  |
|  | Portable Vacuum Cleaner 230V | Nr. | 1 |  |  |  |  |
|  | Crimping Tools Kit | Nr. | 1 |  |  |  |  |
|  | Manual Pipe Threading Machine 3" | Nos | 2 |  |  |  |  |
|  | Manual Pipe Threading Machine 2" | Nos | 2 |  |  |  |  |
|  | Pipe Vice 6' | Nos | 2 |  |  |  |  |
|  | Pipe Wrench 24" | Nos | 2 |  |  |  |  |
|  | Pipe Wrench 14" | Nos | 2 |  |  |  |  |
|  | Pipe Wrench 10" | Nos | 2 |  |  |  |  |
|  | Clamp on Meter (Pointer Type) 600V | Nr. | 1 |  |  |  |  |
|  | Bench Drill Machine (Heavy Duty) 1" | Nr. | 1 |  |  |  |  |
|  | Filter Belt Wrench Vertical Socket Type | Nr. | 1 |  |  |  |  |
|  | Hydrometer to Check BatterySp Gravity | Nr. | 1 |  |  |  |  |
|  | Ratchet Monkey Jack 3 Ton | Nr. | 1 |  |  |  |  |
|  | Numbering Punch Set | Nr. | 1 |  |  |  |  |
|  | Hammer 02 Labs | Nr. | 1 |  |  |  |  |
|  | Hammer 04 Labs | Nr. | 1 |  |  |  |  |
|  | Supplementary Kit Containing Items Such as Micormeters, rev-counters, Feeler Gauges, Torque Wrenches | Nr. | 1 |  |  |  |  |
| **Total C/F** | | | | | | | |

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| **Total B/F** | | | | | | | | |
|  | **Mechanical Hand Tools - 04 Complete Sets of the following** |  | |  |  |  |  |  |
|  | Ring Spanners Size 6mm - 36mm | Set | | 1 |  |  |  |  |
|  | Open end Wrench Spanners Size 6mm - 36mm | Set | | 1 |  |  |  |  |
|  | LNK Spanners Size 3mm - 36 mm | Set | | 1 |  |  |  |  |
|  | Box Ring Spanners Size 3 - 36 mm | Set | | 1 |  |  |  |  |
|  | Torque Wrench Unit Size 12 - 36 mm | Set | | 1 |  |  |  |  |
|  | Pliers Small, Middle and Large | Set | | 2 |  |  |  |  |
|  | Scale Measuring Units | Set | | 3 |  |  |  |  |
|  | **Electrical Hand Tools - 04 Complete Sets of the Following** |  | |  |  |  |  |  |
|  | Electronic Digital Clip-on Multimeter for AVO AC Measuring with Sensor and Adapter to measure temperature, complete with connection wires and leather case. | Nr. | | 1 |  |  |  |  |
|  | Battery Operated analog type earth resistance tester and insulation resistance tester | Nr. | | 1 |  |  |  |  |
|  | Pliers, Flat-Nose, 160mm | Nr. | | 1 |  |  |  |  |
|  | Pliers, Round-Nose, 160mm | Nr. | | 1 |  |  |  |  |
|  | Auto-Grip Plier 8" | Nr. | | 1 |  |  |  |  |
|  | Insulation Stripper, Auto-Mechanical, Multi Wire Section Type | Nr. | | 1 |  |  |  |  |
|  | Forceps, 150mm | Nr. | | 1 |  |  |  |  |
|  | Screwdriver, 0.5 x 3.0 x 75mm insulated up to 1000 V | Nr. | | 1 |  |  |  |  |
|  | Screwdriver, 0.8 x 5.5 x125mm insulated up to 1000 V | Nr. | | 1 |  |  |  |  |
|  | Screwdriver, 1.0 x 7.0 x150mm insulated up to 1000 V | Nr. | | 1 |  |  |  |  |
|  | Screwdriver for Cross-Point, Size 1, Insulated up to 1000V | Nr. | | 1 |  |  |  |  |
| **Total C/F** | | | | | | | | |
| **Total B/F** | | | | | | | | |
|  | Screwdriver for Cross-Point, Size 2, Insulated up to 1000V | Nr. | 1 | |  |  |  |  |
|  | Screwdriver for Cross-Point, Size 3, Insulated up to 1000V | Nr. | 1 | |  |  |  |  |
|  | Hammer, 200grams | Nr. | 1 | |  |  |  |  |
|  | Knife, Stainless (For Electricians) | Nr. | 1 | |  |  |  |  |
|  | Files (06 Pcs. Flat, Circular, Semi-Circular, Two Sizes each) | Set | 1 | |  |  |  |  |
|  | Insulating Gloves | Pair | 1 | |  |  |  |  |
|  | Insulating Tape | Rolls | 10 | |  |  |  |  |
|  | Analog-Multimeter for Direct and Alternating Voltage and Current, Ranges as follows: | Nr. | 1 | |  |  |  |  |
|  | DC : 0-120 mV … 1000V |  |  | |  |  |  |  |
|  | AC : 0-3 … 1000V |  |  | |  |  |  |  |
|  | Direct Current : 0-60 mA … 30 A |  |  | |  |  |  |  |
|  | Alternating Current : 0-60 mA … 30 A |  |  | |  |  |  |  |
|  | Alternating Current : 0-0.05 W …1MW |  |  | |  |  |  |  |
|  | Accuracy Class : 1.5 = / 2.5~ |  |  | |  |  |  |  |
|  | Digital-multimeter, measuring ranges and accessories same as above | Nr. | 1 | |  |  |  |  |
|  | Tachometer (One Mechanical, One Electrical) | Nos | 2 | |  |  |  |  |
|  | Soldering - Iron, 16Wm with 1 Kg Solder (60% Sn) and Desk Holder | Nr. | 1 | |  |  |  |  |
|  | Soldering - Iron, 50Wm with 1 Kg Solder (60% Sn) and Desk Holder | Nr. | 1 | |  |  |  |  |
|  | Electrical Handhold-Drilling Machine 230 VAC, 800W, Electronic Speed Control, Reversible, Complete with accessories and Plastic Carrying Case | Nr. | 1 | |  |  |  |  |
|  | Drills 1mm up to 15mm, HSS quality, complete in metal Box | Set | 1 | |  |  |  |  |
| **Total Amount** | | | | | | | | |

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| **Form TEC - 13B** | | | | | | | | | | | |
| **Schedule of Laboratory Equipment** | | |  |  |  | |  |  | |  | |
| **Item No.** | **Description** | | **Unit** | **Qty** | **Rate** | | | **Amount** |
| **Local  SL Rs.** | **Foreign US $** | | **Local  SL Rs.** | **Foreign US $** | |
| 1 | Laboratory NephelometricTurbid meter, having an accuracy and reproducibility within +/- 2% of full scale, sensitivity better than +/-0.5% of full scale and a response time of less than one second. The turbid meter shall be capable of operating in the following ranges: 0-1 NTU, 0-10 NTU, 0-100 NTU and 0-1000 NTU. It is to be complete with “standard” turbid solutions of known turbidity values and two spare test cells. The turbid meter shall be complete with twenty spare vials with secondary turbidity standards within the working range 0-750 NTU. | | Set | 1 |  |  | |  |  | |
| 2 | Laboratory pH meter with digital display, self test switch, slope control for temperature compensation and calibration facility for use with buffer solutions. The meter is to be supplied with two combination electrodes, holders, stand assembly and buffer kit (pH 4, 7 and 9,2). | | Set | 1 |  |  | |  |  | |
| 3 | Laboratory Conductivity meter with automatic temperature compensation, multi-range capability with overall range of 0 –200 ms cm-1. Digital display and self test switch. The meter will be supplied with one (1) conductivity probe, probe holder and stand assembly. | | Set | 1 |  |  | |  |  | |
| 4 | Laboratory Spectrophotometer (Hach DR2000 or equivalent) for the colorimetric determination of colour, aluminium, ammonia and residual chlorine. The instrument will be capable of operating at the necessary wavelengths for the above tests and be self-calibrating. The unit will be supplied with all necessary reagents required to carry out the above tests (sufficient for 500 determinations). The unit is to be provided with three (3) matched pairs of glass cells and with a full operating manual which includes the required analytical test procedures. | | Set | 1 |  |  | |  |  | |
| 5 | Laboratory Jar Tester with six (6) stainless steel stirring paddles, each of adjustable height and having a separate speed adjustment continuously variable over the range 10-250 rpm. A tachometer for speed indication, centrally located and a floc illuminator shall be supplied. Twelve (12) beakers to suit the Laboratory Jar Tester shall be supplied. | | Set | 1 |  |  | |  |  | |
| 6 | Precision Analytical Balance, top pan type with digital readout, auto tare facility and an accuracy of 0.01 grams. The weighing capacity of the balance shall be 1.2 kg. | | Set | 1 |  |  | |  |  | |
| 7 | Precision Analytical Balance, stainless steel pan, enclosed weighing unit, with digital readout, auto tare facility and an accuracy of 0.0001 grams. The weighing capacity of the balance shall be 100g. | | Set | 1 |  |  | |  |  | |
| **Total C/F** | | | | | | | | | | |
| **Total B/F** | | | | | | | | | | | | |
| 8 | | Laboratory heater/stirrer unit with a minimum square base dimension of 200 mm, mounted on a stainless steel base and fitted with insulated feet, temperature and speed regulators and indicator lights. Assorted magnetic stirrer bars. | Set | 1 |  |  | |  |  | | | |
| 9 | | Refrigerator with a minimum capacity of 60 litres with top freezer compartment, a minimum of three (3) adjustable shelves, interior light, temperature adjustment and thermometer. | Nr | 1 |  |  | |  |  | | | |
| 10 | | Laboratory Oven of bench-top type with thermostatic control and temperature range up to 150°C. | Nr | 1 |  |  | |  |  | | | |
| 11 | | Laboratory glass still with electric element heater, automatic safety cut out facility and glass sleeved condenser capable of producing a minimum of 3-5 litres per hour. A spare heating element shall be provided. | Set | 1 |  |  | |  |  | | | |
| 12 | | Laboratory stainless steel sinks with hot and cold water supplies with integral draining area. | Sum | Item |  |  | |  |  | | | |
| 13 | | Titration equipment, two (2) stands and clamp for holding glass burettes with four (4) white ceramic tiles for observing colour change during titration procedure. | Sum | Item |  |  | |  |  | | | |
| 14 | | **Glassware As a minimum, the following shall be provided:** |  |  |  |  | |  |  | | | |
|  | | Class B 50 ml glass burettes; | Nr | 3 |  |  | |  |  | | | |
|  | | 250 ml Pyrex glass beakers; | Nr | 6 |  |  | |  |  | | | |
|  | | 250 ml Pyrex conical flasks; | Nr | 6 |  |  | |  |  | | | |
|  | | 500 ml Buchner flask with side arm, ceramic funnel (60 mm diameter.) and bung; | Nr | 1 |  |  | |  |  | | | |
|  | | 1 litre volumetric flask with stopper; | Nr | 1 |  |  | |  |  | | | |
|  | | 500 ml volumetric flask with stopper; | Nr | 1 |  |  | |  |  | | | |
|  | | 250 ml volumetric flasks with stoppers; | Nr | 3 |  |  | |  |  | | | |
|  | | 100 ml volumetric flasks with stoppers; | Nr | 3 |  |  | |  |  | | | |
|  | | Assorted pipettes: 0.5, 1, 2, 5, 10, 25 ml; | Sum | Item |  |  | |  |  | | | |
| **Total C/F** | | | | | | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total B/F** | | | | | | | |
|  | Glass funnels to hold filter papers; | Nr | 3 |  |  |  |  |
|  | Assorted Pyrex Petri dishes for dried solids determinations; | Sum | Item |  |  |  |  |
|  | Assorted glass rods; | Sum | Item |  |  |  |  |
|  | Pyrex weighing boat. | Nrs | 3 |  |  |  |  |
|  | Dropping Bottles for Indicators 100ml | Nrs | 5 |  |  |  |  |
|  | Erlenmeyer Flasks 250ml. | Nrs | 6 |  |  |  |  |
| 15 | **Miscellaneous Items** |  |  |  |  |  |  |
|  | 25 litre Plastic storage bottle for distilled water; | Nr | 1 |  |  |  |  |
|  | Protective plastic gloves; | Box | 3 |  |  |  |  |
|  | Safety spectacles; | Pair | 3 |  |  |  |  |
|  | 250 ml Polyethylene wash bottles; | Nr | 2 |  |  |  |  |
|  | Pipette fillers (safety bulb type); | Nr | 2 |  |  |  |  |
|  | Thermometer, lab grade – (20 to 110 deg. C); | Nr | 1 |  |  |  |  |
|  | Assorted plastic graduated syringes (2, 5, 10, 20 ml); | Sum | Item |  |  |  |  |
|  | Galss Filter Funnels (120mm Diameter) | Nrs | 10 |  |  |  |  |
|  | Galss Filter Funnels (75mm Diameter) | Nrs | 5 |  |  |  |  |
|  | Whatman No 4. Filter papers (150mm diameter); | Box | 2 |  |  |  |  |
|  | Whatman GFC filters (60 mm diameter); | Box | 2 |  |  |  |  |
|  | Membrane Filters ( 0.45 micron), 47 mm diameter; | Box | 2 |  |  |  |  |
|  | 1 litre Plastic Sample bottles for collection of samples from sample taps; | Nr | 6 |  |  |  |  |
|  | Vacuum eductor for attachment to water supply for suspended solids determination using Buchner flask & funnel; | Nr | 1 |  |  |  |  |
|  | Stainless steel tweezers; | Pair | 1 |  |  |  |  |
|  | Assorted brushes for cleaning glassware; | Sum | Item |  |  |  |  |
| **Total C/F** | | | | | | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total B/F** | | | | | | | |
|  |  |  |  |  |  |  |  |
|  | Stopwatch | Nr | 1 |  |  |  |  |
|  | First aid kit (Contents as specified in Clause 2.11.1.12 (e)); | Nr | 1 |  |  |  |  |
|  | Eye wash bottles; | Nr | 2 |  |  |  |  |
|  | Protective laboratory coats or aprons. | Nr | 2 |  |  |  |  |
| 16 | **Laboratory Chemicals** |  |  |  |  |  |  |
|  | 1 litre 5N sulphuric acid (to be used as 0.02N solution for alkalinity determination); | Sum | Item |  |  |  |  |
|  | 1 litre 5N hydrochloric acid; | Sum | Item |  |  |  |  |
|  | 500 ml 50% hydrochloric acid; | Sum | Item |  |  |  |  |
|  | 500g Sodium hydroxide pellets; | Sum | Item |  |  |  |  |
|  | 100 ml screened methyl orange indicator; | Sum | Item |  |  |  |  |
|  | 100 ml screened methyl red indicator; |  |  |  |  |  |  |
|  | 100 ml Potassium Chromate indicator; |  |  |  |  |  |  |
|  | 100 ml Silver Nitrate 05g; |  |  |  |  |  |  |
|  | 100 ml Eriochrome Black T indicator; |  |  |  |  |  |  |
|  | 100 ml stock aluminium standard solution; | Sum | Item |  |  |  |  |
|  | 500 ml stock Ammonia (nitrogen) standard solution; | Sum | Item |  |  |  |  |
|  | 1 litre platinum-cobalt standard for colour determination. (stock solution 500Pt-Co units). | Sum | Item |  |  |  |  |
| **Total Amount** | | | | | | | |

**Form TEC – 14**

**Details of Design Partner of the JV**

|  |  |  |
| --- | --- | --- |
| 1. | Name of firm | |
| 2. | Head office address | |
| 3. | Local office address (if any) | |
| 4. | Design Partner’s Authorized representative (Name, Address, Telephone, Fax, e-mail) | |
| 5. | Telephone | Contact |
| 6. | Facsimile | E-mail |
| 7. | Place of incorporation / registration | Year of incorporation / registration |
| 8. | Main areas of Designs | |
|  | 1. Since: | |
|  | 2. Since: | |
|  | 3. Since: | |
|  | 1. Since: | |
| 9. | Details in Design Experience | |

**Form TEC – 15**

**Details of Equipments supplied/installed**

*All the equipments supplied/installed under this contract shall be from manufactures having ISO certification for manufacturing of relevant items and shall have local agent in Sri Lanka.*

*Bidder/contractor shall be provide following details of the each and every equipment supplied/installed under this contract in the format given below.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Facility** | **Equipment** | **Name of the Supplier** | **Country of Origin** | **Local agent in Sri Lanka** |
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**Details of equipment supplied/Installed - 2**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Facility | Equipment | Basic specification suggested | Approximate power rating | Qty | | |
| Duty | Standby | Total |
|  |  |  |  |  |  |  |
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**FORM FIN – 1**

**Financial Situation**

|  |
| --- |
| Name of Bidder or partner of a joint venture |

*Bidders, including each partner of a joint venture, should provide financial information to demonstrate that they meet the qualification requirements. Each Bidder or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy each of the audited balance sheet for the last three years should be attached.*

|  |  |  |
| --- | --- | --- |
| *Banker* | Name of banker | |
|  | Address of banker | |
|  |  | |
|  | Telephone | Contact name and title |
|  | Facsimile | Telex |

**Financial performance for the last 3 years**

*Summarize actual assets and liabilities based on the audited financial statements in US$ equivalent (at the rates of exchange current at the end of each year) for the previous three years.*

*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.*

|  |  |  |  |
| --- | --- | --- | --- |
| 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 AssetsCurrent 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 |  |  |  |

**FORM FIN - 2**

**Annual Turnover Data**

**(Design and Construction)**

|  |
| --- |
| Name of Bidder or partner of a joint venture |

*All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Bidder (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed, converted to US$ at the rate of exchange at the end of the period reported.*

*Use a separate sheet for each partner of a joint venture.*

*Total value of annual construction turnover, in terms of work billed to clients, in US$ equivalent, converted at the rate of exchange at the end of the period reported:*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Annual turnover data (US$ equivalent) for the last five years (Supported by audited financial accounts)* | | | | | |
| *Partner* | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| *1. Lead partner* |  |  |  |  |  |
| *2. Partner* |  |  |  |  |  |
| *3. Partner* |  |  |  |  |  |
| *4. Partner* |  |  |  |  |  |
| *Totals* |  |  |  |  |  |

**FORM FIN - 3**

**Main Current Contract Commitments / Works in Progress**

|  |
| --- |
| Name of Bidder or partner of a joint venture |

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

|  |  |  |  |
| --- | --- | --- | --- |
| *Name of contract* | Total Contract Value | *Value of outstanding work (US$ equivalent)* | *Estimated date of completion* |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |
| 5. |  |  |  |
| 6. |  |  |  |
| 7. |  |  |  |
| 8. |  |  |  |
| 9. |  |  |  |
| 10. |  |  |  |

Contact details (Address, Tel, Fax, email) of the Employers shall be given separately. Please note that the tender board may contact the relevant employers if necessary to verify the details.

**Form FIN – 4**

**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

|  |  |  |
| --- | --- | --- |
| **Financial Resources** | | |
| **No.** | **Source of financing** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

Attach Audited financial statements for the last three years (for the individual applicant or each partner of a joint venture).

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.

**Original supporting documents signed by the Bankers of the bidder, offering exclusive assistance for financing this contract should be attached where applicable.**

A general letter indicating the overdraft facilities available to the bidder will not be acceptable.

*Name of the Bidder/ Join Venture partner …………………………….*