

REVISED ON 10-08-2020

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

**MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND
HOUSING FACILITIES**

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**SUPPLY AND DELIVERYMM.....NOS. OF
uPVC BALL VALVES**

CONTRACT No.:.....

VOLUME 2

REVISED ON 10-08-2020

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

.....
(MONTH & YEAR)

DOCUMENT ISSUANCE CERTIFICATE

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

- 1. STANDARD BIDDING DOCUMENT NUMBER: NWSDB/SBD/SUP/Ball Valves/LC/Ver1
- 2. CONTRACT NUMBER:
- 3.a) ISSUED TO :
-
- b) ADDRESS:
-
- c) TELEPHONE NUMBER:.....
- d) FACSIMILE NUMBER :
- 4. a) TENDER FEE : Rs. RECEIVED IN CASH/ BANK DRAFT
- b) RECEIPT /BANK DRAFT NUMBER:
- 5. NUMBER OF COPIES ISSUED:
- 6. NUMBER OF CANCELLED COPIES ISSUED :
- 7. CANCELLED COPY FEE : Rs. RECEIVED/ NOT RECEIVED
(IN CASH/ BANK DRAFT)
- 8. SUPPLIER’S BUSINESS REGISTRATION NUMBER :
- 9. a) ISSUING OFFICER :
- b) DESIGNATION :
- c) SIGNATURE :
- 10. PLACE OF ISSUE :
- 11. SEAL :
- 12. DATE : TIME :

**Volume - 1 of this document is the
Volume – 1 of Standard Bidding Document,
SUPPLY & DELIVERY OF GOODS,
NWSDB/SUP/GOODS/LC/Ver 2- December 2013**

Revised on 16-07-2020

is a part and parcel of this Bidding Document. This Bidding Document (Volume 2) shall be read in conjunction with the above mentioned Volume 1. Volume 1 of this document is not provided with this Bidding Document and it is available for purchasing at Tenders & Contracts Division, NWSDB, Galle Road, Ratmalana or Tenders & Contracts Division of Respective Regional Support Centres of NWSDB. It is the responsibility of the Bidder to purchase Volume 1 of this document.

- The Bidding Data is a part of Instructions to Bidders and should be read in conjunction with the Instructions to Bidders.**
- The Contract Data is a part of General Conditions of Contract and should be read in conjunction with the General Conditions of Contract.**

Table of Contents

SECTION	<u>PAGE NUMBER</u>
Volume 1	
1	Instructions to Bidders 1-1 1- 22
2	Conditions of contract 2-1 2 - 22
Volume 2	
	Document Issuance Certificate (i)
	Table of contents (ii) (iii)
	Checklist of Submissions (iv)
	Invitation for Bids (v)
3.	Form of Bid 3 - 1 3 - 2
4.	Bidding Data 4 - 1 4 - 3
5.	Contract Data
	* General 5 - 1
	* Delivery Schedule 5 - 2
	* Payment Schedule 5 - 3
6.	Specifications 6p - 1 6p – 6
7.	Key features of Specifications 7 - 1
8.	Deviation from Specifications 8 - 1
9.	Schedule of Particulars 9 - 1 9 – 3

10.	Bills of Quantities		
	* Preamble Notes on Pricing	10 - 1	10 - 2
	* Bills of Quantities		10 - 3
	* Summary of Bills		10 - 4
11	Specimen Forms		
	* Bid Security		11 - 1
	* Contract Agreement	11 - 2	11 - 5
	* Performance Guarantee		11 - 6
	* Advance Payment Guarantee		11 - 7
	* Letter of Acceptance	11 - 8	11 - 9
12	Appendices		
	• Appendix 1 - Details of similar manufactures carried out within the last three years and ongoing similar ones		12 - 1
	• Appendix 2 - Financial statement		12 - 2
	• Appendix 2A - Authorisation for Bank references		12 - 3
	• Appendix 3 – Letter for Manufacture’s Authorisation to sign the Contract		12 - 4
	• Appendix 4 – Letter for Confirmation of Capability of production and Supply according to Delivery Schedule		12 - 5
	• Appendix 5 - Bidder’s Authorisation to sign the Contract.	12 - 6	
	• Appendix 6 - TOR for Independent Inspection Agency		12 – 7
	• Appendix 7 - Manufacturer’s awareness of the tor for independent inspection agency and check list for pre-shipment inspections		12 - 8
	• Appendix 8 - Manufacturer’s Warranty for the Goods Supplied under the Contract		12 - 9
	• Appendix 9 -Confirmation Of Supplying Goods Manufactured At The Factory Quoted		12 – 10
	• Appendix 10 - Manufacturer’s Guarantee For The Replacement Of Unacceptable Goods Supplied Under The Contract		12 - 11
	• Appendix 11 - Affidavit by the Bidder		12 - 12

CHECKLIST OF SUBMISSIONS

CHECKLIST OF SUBMISSIONS

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

		Reference		Remarks *
		Instructions to Bidders		
(a)	Documentary evidence to establish eligibility of bidder	Page No 1 - 3, 1 - 4	Clause No. 2.1 and 3.2	
(b)	Certified copy of business registration	Page No. 1 - 3	Clause No. 2.1	
(c)	Documentary evidence to establish qualifications for the performance of the Contract	Page No. 1 - 3	Clause No. 2.2	
(d)	Documentary evidence to establish that goods offered are from an eligible source and origin	Page No. 1 - 4	Clause No. 2.2 (b) (ii), 3.2	
(e)	The Bidder's technical and production capability necessary to perform the Contract	Page No. 1 - 4	Clause No . 2.2(b) (iii)	
(f)	Test Samples	Page No. 1 - 5, 1 - 7	Clause 10.1 Clause 3.4	
(g)	Duly completed all sections of Bidding Documents. (Bidder shall fill the Schedule of Particulars, BOQ etc., indicating any deviations to specifications under the corresponding schedule of particulars)	Page No. 1 - 5, 1 - 7	Clause No. 6.1, 10.1	
(h)	Subsequent Addendum/Addenda (if any)	Page No. 1 - 6	Clause No. 8	
(i)	Bid Security	Page No. 1 - 9	Clause No. 13	
(j)	Product Conformity Certificates and Quality Assurance Certificates for items offered.	Page No. 1 - 7, 1-5	Clause No. 10.1, 3.3	
(k)	In the case of a bidder offering to supply Goods under the Contract which the bidder does not manufacture or otherwise produce, authorisation by the manufacturer or producer of Goods as his accredited agent.	Page No. 1 - 4	Clause No. 2.2 (b)	
(l)	The agreement of the manufacturer or producer to confirm that the supply will be made in accordance with the Delivery Schedule.	Page No. 1 - 4	Clause No. 2.2(b) (iii)	
(m)	Proof of Authorization	Page No. 1 - 8	Clause No. 10.1 (f)	
(n)	Certified Copy of the VAT Registration Certificate	Page No. 1 - 9	Clause No. 11.4	
	Any other document as given below:			

INVITATION FOR BIDS

**MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND HOUSING
FACILITIES**

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

INVITATION FOR BIDS

**SUPPLY AND DELIVERY OF.....MM..... NOS OF
uPVC BALL VALVES**

CONTRACT No.:.....

-
1. The Chairman, Department Procurement Committee, National Water Supply and Drainage Board (NWSDB), Galle Road, Ratmalana, Sri Lanka, on behalf of the National Water Supply & Drainage Board now invites sealed bids for the Supply of uPVC Ball Valves for Water Supply Scheme up to closing of bids at hours on
 2. Bids should be submitted in the documents available at the office of the Assistant General Manager (Tenders and Contracts), National Water Supply & Drainage Board (NWSDB), Galle Road, Ratmalana, Sri Lanka between 09:00 hours to 15:00 hours on normal working days up to, upon payment of a non refundable fee of Rs.plus applicable VAT.
 3. Bids will be opened immediately after the closing of Bids, at the office of the Assistant General Manager (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka. Bidders or their authorized representatives may be present at the opening of bids.
 4. Bidding Documents will be issued only to those who are manufacturers or their local accredited agents for supply of uPVC Ball Valves upon production of a letter of request for documents on a business letterhead.
 5. To be eligible for contract award, the successful bidder shall not have been blacklisted
 6. Alternative bids shall not be accepted.
 7. Sealed bids may be either dispatched by registered post or hand delivered to the office of Assistant General Manager (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka to receive on or before the closing time. Late bids will be rejected.
 8. All Bids shall be accompanied by a bid security of Rupees.....and the bid security should be valid upto.....(*Specify the Date*).
 9. Bidding Documents may be inspected free of charge at the office of the Assistant General Manager (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka.
 10. For further details, please contact the Assistant General Manager (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka on telephone number 94 -11-2635885 or 94-11-2638999 Ext. 1750 or facsimile number 94 -11-2635885.

**Chairman,
NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND HOUSING
FACILITIES**

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

INVITATION FOR BIDS

**SUPPLY AND DELIVERY OF.....MM..... NOS OF
uPVC BALL VALVES**

CONTRACT No.:.....

-
1. The Chairman, Project Procurement Committee, National Water Supply and Drainage Board (NWSDB).....
.....[Insert relevant project office address) on behalf of the National Water Supply and Drainage Board (NWSDB), now invites sealed bids for the Supply of uPVC Ball Valves for Water Supply Scheme up to closing of bids at hours on
 2. Bids should be submitted in the documents available at the office of the
.....[Insert Relevant Project Office Address]
between 09:00 hours to 15:00 hours on normal working days up to, upon payment of a non refundable fee of Rs. plus applicable VAT.
 3. Bids will be opened immediately after the closing of Bids, at the office of the(Insert Relevant Project Office Address). Bidders or their authorized representatives may be present at the opening of bids.
 4. Bidding Documents will be issued only to those who are manufacturers or their local accredited agents for supply of uPVC Ball Valves upon production of a letter of request for documents on a business letterhead.
 5. To be eligible for contract award, the successful bidder shall not have been blacklisted
 6. Alternative bids shall not be accepted.
 7. Sealed bids may be either dispatched by registered post or hand delivered to the office of
[Insert Relevant Project Office Address] to receive on or before the closing time. Late bids will be rejected.
 8. All Bids shall be accompanied by a bid security of Rupees.....and the bid security should be valid upto.....(Specify the Date).
 9. Bidding Documents may be inspected free of charge at the office of the
.....[Insert Relevant Project Office Address].
 10. For further details, please contact the
.....[Insert Relevant Project Office Address]
on telephone number 94 -11-2635885 or 94-11-2638999 Ext. 1750 or facsimile number 94 -11-2635885.

Project Director

National Water Supply & Drainage Board

.....

..... (Insert Relevant Project Office Address)

**MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND HOUSING
FACILITIES**

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

INVITATION FOR BIDS

**SUPPLY AND DELIVERY OF.....MM..... NOS OF
uPVC BALL VALVES**

CONTRACT No.:.....

1. The Chairman, Regional Procurement Committee, National Water Supply and Drainage Board (NWSDB)*[Insert Relevant RSC Address]* on behalf of National Water Supply and Drainage Board (NWSDB), now invites sealed bids for the Supply of uPVC Ball Valves for Water Supply Scheme up to closing of bids at hours on
2. Bids should be submitted in the documents available at the office of the*[Insert Relevant RSC Address]* between 09:00 hours to 15:00 hours on normal working days up to, upon payment of a non refundable fee of Rs. plus applicable VAT.
3. Bids will be opened immediately after the closing of Bids, at the office of the*[Insert Relevant RSC Address]*. Bidders or their authorized representatives may be present at the opening of bids.
4. Bidding Documents will be issued only to those who are manufacturers or their local accredited agents for supply of uPVC Ball Valves upon production of a letter of request for documents on a business letterhead.
5. To be eligible for contract award, the successful bidder shall not have been blacklisted
6. Alternative bids shall not be accepted.
7. Sealed bids may be either dispatched by registered post or hand delivered to the office of*[Insert Relevant RSC Address]* to receive on or before the closing time. Late bids will be rejected.
8. All Bids shall be accompanied by a bid security of Rupees.....and the bid security should be valid upto.....(*Specify the Date*).
9. Bidding Documents may be inspected free of charge at the office of the*[Insert Relevant RSC Address]*.
10. For further details, please contact the*[Insert Relevant RSC Address]* on telephone number 94 -11-2635885 or 94-11-2638999 Ext. 1750 or facsimile number 94 -11-2635885.

DGM

National Water Supply & Drainage Board

.....
..... (*Insert Relevant RSC Address*)

3. FORM OF BID

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

**MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND HOUSING
FACILITIES**

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**SUPPLY AND DELIVERY OF.....MMNOS
uPVC BALL VALVES**

CONTRACT No.:

FORM OF BID

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

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

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

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

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

1. Duly completed sections 1 to 12 of Bidding Documents
2. Documentary evidence to establish eligibility and qualification of bid.
3. Documentary evidence to establish that goods are offered from an eligible source and origin.
4. Documentary evidence for Manufacturer's Authorization to sign the contract on behalf of the manufacturer.
5. Confirmation of capability of Production and supply according to delivery schedule.
6. Documentary evidence to establish eligibility of goods offered.
7. Bid Security
8. Documentary evidence to establish qualifications for the performance of the Contract.
9. Bidding Data
10. Any other document.

I/We declare that the photostat copies of documents and certificates submitted as part of my/our Bid are true copies of such documents and certificates. Also in case of ISO 9001 : 2015 certificate(s), and product conformity certificates as given in the specifications, I/we confirm that I/we have verified that the certificate issuing authority has accreditation to issue same and materials offered conform to the ISO 9001 : 2015 certificates and the specified product standard certificates.

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

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

I/We undertake to adhere to the Delivery Schedule given in Contract Data.

My/Our Bank Reference is as follows:

Signature of Bidder :

Name of Bidder :

Capacity :

Address :

Telephone Number :

E-mail Number :

Facsimile Number :

Date :

Seal :

Witnesses

1. Name :-

Capability :

Address :

Signature :-

2. Name :-

Capability :-

Address :

Signature :-

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

**MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND HOUSING
FACILITIES**

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**SUPPLY AND DELIVERY OF.....MMNOS
UPVC BALL VALVES**

CONTRACT No.:

FORM OF BID

The Chairman,
Project Procurement Committee,
National Water Supply and Drainage Board,
.....,
..... *[Insert relevant Project Office address]*

I/We, the undersigned, having authority to sign this Bid and having read and fully acquainted myself/ourselves with the contents of the Information and Instructions to Bidders and Terms and Conditions of Bid pertaining to the above Bid, along with Bills of Quantities thereto, do hereby undertake to supply the Goods and Services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions, Specifications, Bidding Data & Contract Data, for a total Price of Rupees.....
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2015 certificate(s), and product conformity certificates as given in the specifications, I/we confirm that I/we have verified that the certificate issuing authority has accreditation to issue same and materials offered conform to the ISO 9001 : 2015 certificates and the specified product standard certificates.

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

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

I/We undertake to adhere to the Delivery Schedule given in Contract Data.

My/Our Bank Reference is as follows:

Signature of Bidder :

Name of Bidder :

Capacity :

Address :

Telephone Number :

E-mail Number :

Facsimile Number :

Date :

Seal :

Witnesses

1. Name :-

Capability :

Address :

Signature :-

2. Name :-

Capability :-

Address :

Signature :-

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

**MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND HOUSING
FACILITIES**

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**SUPPLY AND DELIVERY OF.....MMNOS
UPVC BALL VALVES**

CONTRACT No.:

FORM OF BID

The Chairman,
Regional Procurement Committee,
National Water Supply and Drainage Board,
.....,
..... *[Insert relevant RSC address]*

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

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

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

11. Duly completed sections 1 to 12 of Bidding Documents
12. Documentary evidence to establish eligibility and qualification of bid.
13. Documentary evidence to establish that goods are offered from an eligible source and origin.
14. Documentary evidence for Manufacturer's Authorization to sign the contract on behalf of the manufacturer.
15. Confirmation of capability of Production and supply according to delivery schedule.
16. Documentary evidence to establish eligibility of goods offered.
17. Bid Security
18. Documentary evidence to establish qualifications for the performance of the Contract.
19. Bidding Data
20. Any other document.

I/We declare that the photostat copies of documents and certificates submitted as part of my/our Bid are true copies of such documents and certificates. Also in case of ISO 9001 :

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

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

I/We undertake to adhere to the Delivery Schedule given in Contract Data.

My/Our Bank Reference is as follows:
.....

Signature of Bidder :

Name of Bidder :

Capacity :

Address :

Telephone Number :

E-mail Number :

Facsimile Number :

Date :

Seal :

Witnesses

1. Name :-

Capability :

Address :

Signature :-

2. Name :-

Capability :-

Address :

Signature :-

4. BIDDING DATA

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

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

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

BIDDING DATA

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

Clause Reference Number Instructions to Bidders

(1) The supplier is expected to supply the following items of materials
.....

2.2. Qualification

2.2 (a) (i) That the manufacturer shall have produced and supplied uPVC Ball Valves of diametermm tomm during the last three years. List of such supplies and certified copies of award letters and completion certificates of such supplies shall be submitted with the tender in the form given in Appendix 1 (Documentary evidence to justify shall be submitted).

That the uPVC Ball Valves and accessories shall be from the same manufacturing source. This confirmation shall be submitted with the tender in the form given in Appendix 3 (Documentary evidence to justify shall be submitted).

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

*1 Working Capital = Current Assets – Current Liabilities

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

*3 current work commitment = work remaining uncompleted
(Documentary evidence to justify shall be submitted)

*4 80% of estimated cost of the Bid.

(3.5) No of sample uPVC Ball Valve required is and each shall be packed in a suitable plastic box, sealed properly submitted with the bid.

(4) Funds required for this contract is available under

(6.2) The address for the purchase of Bidding Document:

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

FAX 011 – 2635885

TEL. 011-2635885

(7.1) Employer's address for the purpose of clarification

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

FAX 011 – 2635885

TEL. 011-2635885

(8.2) The address for the purpose of submission of any addendum is
Assistant General Manager (Tenders & Contracts),
National Water Supply & Drainage Board (NWSDB),
Galle Road,
Ratmalana.
FAX 011 – 2635885 TEL. 011-2635885

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

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

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

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

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

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

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

(18.2) The deadline for submission of Bid

Date:..... Time:

(21.1) The place for opening of Bids,

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

(24.1) Add to Clause.

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

(26.1) Add to the Clause.

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

(26.4) Add to the Clause.

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

Please refer Clause 8.2 of the Condition of Contract in Volume 1 of this Document for the details of inspections.

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

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

(34.1) Advance payment shall be limited to 20% of the Contract Price.

BIDDING DATA

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

**Clause Reference Number
Instructions to Bidders**

(1) The supplier is expected to supply the following items of materials

2.2. Qualification

2.2 (a)

(i) That the manufacturer shall have produced and supplied uPVC Ball Valves of diametermm tomm during the last three years. List of such supplies and certified copies of award letters and completion certificates of such supplies shall be submitted with the tender in the form given in Appendix 1 (Documentary evidence to justify shall be submitted).

That the uPVC Ball Valves and accessories shall be from the same manufacturing source. This confirmation shall be submitted with the tender in the form given in Appendix 3 (Documentary evidence to justify shall be submitted).

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

*1 Working Capital = Current Assets – Current Liabilities

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

*3 current work commitment = work remaining uncompleted (Documentary evidence to justify shall be submitted)

*4 80% of estimated cost of the Bid.

(3.5) No of sample uPVC Ball Valve required is and each shall be packed in a suitable plastic box, sealed properly submitted with the bid.

(4) Funds required for this contract is available under

(6.2) The address for the purchase of Bidding Document:

The Chairman, Project Procurement Committee,

.....

.....

.....[Insert the relevant Project Office address]

FAX

TEL.

(7.1) Employer’s address for the purpose of clarification
The Chairman, Project Procurement Committee,
.....
.....
.....[Insert the relevant Project Office address]
FAX TEL.

(8.2) The address for the purpose of submission of any addendum is
The Chairman, Project Procurement Committee,
.....
.....
.....[Insert the relevant Project Office address]
FAX TEL.

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

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

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

(17.2) (a) The inner and outer envelopes shall be addressed as follows:

The Chairman, Project Procurement Committee,
.....
.....
.....[Insert the relevant Project Office address]

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

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

The Chairman, Project Procurement Committee,
.....
.....
.....[Insert the relevant Project Office address]

(18.2) The deadline for submission of Bid

Date:..... Time:

(21.2) The place for opening of Bids,

The Chairman, Project Procurement Committee,

.....
.....

.....[Insert the relevant Project Office address]

(24.1) Add to Clause

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

(26.1) Add to the Clause

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

(26.4) Add to the Clause

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

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

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

(34.1) Advance payment shall be limited to 20% of the Contract Price.

BIDDING DATA

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

**Clause Reference Number
Instructions to Bidders**

(1) The supplier is expected to supply the following items of materials

2.2. Qualification

2.2 (a)

(i) That the manufacturer shall have produced and supplied uPVC Ball Valves of diametermm tomm during the last three years. List of such supplies and certified copies of award letters and completion certificates of such supplies shall be submitted with the tender in the form given in Appendix 1 (Documentary evidence to justify shall be submitted).

That the uPVC Ball Valves and accessories shall be from the same manufacturing source. This confirmation shall be submitted with the tender in the form given in Appendix 3 (Documentary evidence to justify shall be submitted).

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

*1 Working Capital = Current Assets – Current Liabilities

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

*3 current work commitment = work remaining uncompleted (Documentary evidence to justify shall be submitted)

*4 80% of estimated cost of the Bid.

(3.5) No of sample uPVC Ball Valve required is and each shall be packed in a suitable plastic box, sealed properly submitted with the bid.

(4) Funds required for this contract is available under

(6.2) The address for the purchase of Bidding Document:

The Chairman, Regional Procurement Committee,

.....
.....
.....[Insert the relevant RSC address]

FAX TEL.

(7.1) Employer’s address for the purpose of clarification

The Chairman, Regional Procurement Committee,
.....
.....
.....[Insert the relevant RSC address]

FAX TEL.

(8.2) The address for the purpose of submission of any addendum is

The Chairman, Regional Procurement Committee,
.....
.....
.....[Insert the relevant RSC address]

FAX TEL.

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

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

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

(17.2) (a) The inner and outer envelopes shall be addressed as follows:

The Chairman, Regional Procurement Committee,
.....
.....
.....[Insert the relevant RSC address]

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

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

The Chairman, Regional Procurement Committee,
.....
.....
.....[Insert the relevant RSC address]

(18.2) The deadline for submission of Bid

Date:..... Time:

(21.3) The place for opening of Bids,
The Chairman, Regional Procurement Committee,
.....
.....
.....[Insert the relevant RSC address]

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

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

(26.4) Add to the Clause
Cost of Pre-shipment Inspection by the Employer and Inspection, by the Independent Inspection Agency shall be considered in the evaluation and shall be taken for the Total Cost of the Bid. If any bidder has not declared these details in their bids, their bid may be rejected by the Procurement Committee.
Please refer Clause 8.2 of the Condition of Contract in Volume 1 of this Document for the details of inspections.

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

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

(34.1) Advance payment shall be limited to 20% of the Contract Price.

5. 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 typed in italic letters are guidelines to prepare the Contract Data and they shall be removed after preparation of the Contract Data)

Contract Data

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

General

Clause Reference Number

General Conditions of Contract

3.2 The Engineer's Representative shall be the PD/DGM (of relevant Address).....of the National Water Supply and Drainage Board.

10.1 The Goods shall be delivered at such places, in such quantities and within such periods as prescribed in the attached Delivery Schedule.
Contract Period from the date of acceptance of bid is..... months.

15.2 The validity of warranty shall be in accordance with general conditions of contract.

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

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

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

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

- (a) General Manager/Deputy General Manager/ Project Director
National Water Supply and Drainage Board,
.....
.....[Insert relevant Address]

Facsimile Number:
e – Mail :

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

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

DELIVERY SCHEDULE

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

Item	Description of Goods	Quantity	Final Destination <i>[insert place of Delivery]</i>	Delivery Date	
				Purchaser’s delivery date as per the contract	Bidder’s offered Delivery date [to be provided by the bidder]
01	Bill No. 1				
02	Bill No. 2				

See clause 16 of General Conditions of Contract

PAYMENT SCHEDULE

STAGE OF PAYMENT		STAGE OF CONTRACT	DOCUMENT TO BE SUBMITTED	AMOUNT OF PAYMENT	REMARKS
01	Advance Payment	After signing of Contract Agreement	<ul style="list-style-type: none"> ◆ A written request for payment in the form of an invoice ◆ A bank guarantee for the equivalent amount ◆ A performance Guarantee 	20% of the contract price	Advance payment shall be made within <u>30 days</u> of signing the Contract upon submission of required documents.
02	Final Payment	Final Acceptance by the Engineer for the delivery and other obligations	<p>a). A written request for final (balance) payment in the form of an invoice based on the BOQ.</p> <p>b). Engineer's approval for the payment</p>	Total Contract Sum less previous payments including any advance payment made	The total Contract Sum shall become payable within <u>28 days</u> from the date of the Engineers Final Acceptance Certificate.

6. SPECIFICATIONS

Ball Valves and accessories

7. KEY FEATURES OF SPECIFICATIONS

KEY FEATURES OF SPECIFICATIONS

Some of the salient features of the specifications are summarised below to furnish a quick reference. The bidders are under obligations to refer the whole of the specifications in their entirety prior to perfecting their bidding documents, and will be deemed to have done so during the bidding stage.

Item No.	Description	Requested Standard / Specification	
1	Markings on the body	Trade name of the product	
		BS number	
		Nominal size	
		Flow direction	
2	Material Composition	Body	uPVC
		Ball & stem	uPVC
		Sealing Seat	PTFE
		Handle	ABS
		Handle Cap	ABS
		O ring	EPDM BSEN 681 – 1:1996 or ISO4633:2002
Construction			
3	Body, Head Ball and Stem Dimensions	Injection moulded	
4	Dimensions	Accordance Pr En 496 as specified in BS EN 1452-4-2000	
5	Threads	Inlet and Outlet threads shall be female BS pipe parallel threads of the nominal size as the value and in compliance with BS 21.	
6	Seat	Seat shall be of PTFE and shall conform to relevant BS or equivalent water work standards.	
5	O - rings	Shall be of EPDM and shall conform to BS EN 681-1; 1996 or ISO 4633;2002.	

8. DEVIATION FROM SPECIFICATIONS

DEVIATIONS FROM SPECIFICATIONS

Preamble

The Bidder is required to list any deviations of materials workmanship etc. from the Specifications including such information as has already been given elsewhere in the Bidding Documents. The information shall be in sufficient detail to enable the Engineer to make a realistic assessment of the effect of such deviations on the performance or life of the materials to be supplied and also such deviation if any shall be subject to Clause 24.2 of Instructions to Bidders.

The list shall also include deviations from the Specifications relating to the mode of operation and/or control of any item of equipment, and any deviations from the specified design requirements for plant components.

Deviations

Note:

Additional sheets should be attached as necessary

9. SCHEDULE OF PARTICULARS

SCHEDULE OF PARTICULARS

1 uPVC Ball Valves

1.1 Country of Manufacture :.....

1.2 Manufacturer's name and Address:.....

1.3 Date of Manufacture:.....

1.4 Is ISO 9001 : 2015 Quality Management System provided to the factory/
factories:

Is Product Conformity Certificates from relevant Standard Institution provided to the
factory/ factories:.....

If yes certificates should be annexed.

1.6 Material:

- 1.Body
- 2.Stem & Ball
- 3.Stem O-ring
- 4.Handle
- 5.Cap

1.7 Chemical characteristics shall conform to..... standards

1.8 Minimum flow :.....

1.9 Constant flow:.....

1.10 Seal test pressure :bars

1.11 Body test pressure :bars

1.12 Weight of the valve: kg

1.13 Packing and Protection of valves in transit:.....

1.14 Reference of the catalogues, technical literature and drawings provided with the Bid:

1.15 Port of shipment:.....

1.16 Time of delivery of valves at port of shipment:.....

1.17 Name and Address of supplier's agent (if any) in Sri Lanka:.....

1.18 External protective finish:.....

1.19 Internal protective finish:.....

1.20 Deviations from specifications (if any):.....

Note: Copies of the relevant standards used for Ball Valves should be forwarded along with the offer.

SPECIMEN FORM OF TEST CERTIFICATE FOR uPVC BALL VALVES

Customer:

Date:

Manufacturer:

Cert. No. :

Material to be tested : uPVC Ball Valves

Customer Order No. :

Identification of the Sample tested:

This is to certify that the inspection and testing of the above mentioned materials were duly made by us and in accordance with the specifications and the result was found satisfactory.

[The followings, which shall be the test results/compliance, shall be included in the test certificate]

1. Specification/Standard of conformity:

2. Appearance and finish :

- i. Casting
- ii. Surface finish

3. Material Composition Body : uPVC

Ball & stem : uPVC

Sealing Seat : PTFE

Handle : ABS

Handle Cap : ABS

O ring : EPDM

BSEN 681 – 1:1996 or ISO4633:2002

4. Test Pressures :

i. Body test pressure & result:

ii. Seat test pressure & result:

(The medium used in the test shall be included.)

5. Other details of tests done as per specifications

10. BILLS OF QUANTITIES

- * PREAMBLE NOTES ON PRICING**
- * BILLS OF QUANTITIES**
- * SUMMARY OF BILLS**

PREAMBLE NOTES ON PRICING

1. General

1.1 The bidder's attention is specifically directed to the Form of Bid , Instructions to Bidders, Conditions of Contract, Contract Data, Delivery Schedule, Schedule of Particulars and Specifications which are to be read in conjunction with the Bills of Quantities. The following notes are given to assist in pricing the Bills of Quantities and enable the supplier to arrive at the total Bid Price. The Bidder shall insert rates and prices for the supply and delivery of **uPVC Ball valves** in strict accordance with the specifications.

2. Description of Items

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

3. Rates and prices

3.1 In pricing the items of the Bills of Quantities, the bidder shall cover himself and will be deemed to have covered himself for:

- a) All services and materials which according to the true intent and meaning of the contract may be reasonably inferred as necessary for completion of delivery of the materials in sound condition to the Stores which is specified in Contract data.
- b) All the duties, obligations, liabilities and responsibilities which the Contract documents place upon the bidders in connection with or in relation to the Contract.

3.2 The bidder shall include in his bid price, unless itemised separately for;

- a) All costs arising out of inspection and testing, packing, transportation, clearing, loading, unloading, stacking, shipping line charges, warehouse rent, Agents Commission if any and other minor expenses and charges.
- b) Cost of accessories not specifically listed, but necessary for proper completion.

4. **Schedule of Particulars**

- a) The bidders are necessarily being required to complete fully the schedule of particulars given in the Bidding document for Ball valves.
 - b) Where catalogues, technical literature and drawings accompanying the bid, their references should be quoted in the Schedule of Particulars;
 - c) Where the bidder's specification is not conforming to the minimum specification, the offer will not be accepted;
 - d) If the Bidder submit alternative offers (if allowed), conforming to specifications, a set of schedule of particulars are to be completed in respect of each alternative offer.
5. A rate and/or price is to be entered against each item in the Bills of Quantities whether quantities are stated or not. The cost of any item against which a rate has not been entered, shall be deemed to be covered by other rates in the respective Bills of Quantities.
6. The Bills of Quantities contains metric sized pipes and fittings only.
7. The bidder shall include in the unit price for uPVC Ball Valves and the cost of accessories required **unless separate items are provided.**
8. All loose items such as rubber rings shall be separately packed in accordance with the relevant sub-section in the Bills of Quantities.
9. The rates and/or prices entered against items in the Bills of quantities shall be excluding the VAT as the VAT is considered separately.

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

SUPPLY AND DELIVERY OFMM.....NOS uPVC BALL VALVES

CONTRACT No.

BILL No. 01

Note: (1) uPVC Ball Valves shall conform to the specification given in the Bidding document.

Item No.	Description	Qty	Unit	Rate		Amount	
				Rs	Cts	Rs	Cts
1.	Supply & Delivery of uPVC Ball Valves						
1.1	½” (15 mm)		Nos				
1.2		Nos				
1.3		Nos				
	Total of page Carried to Summary of Bills.						

SUMMARY OF BILLS

**SUPPLY AND DELIVERY OFMM.....NOS
uPVC BALL VALVES**

CONTRACT No.

Bill No.	Description	Unit	Amount Rs.
01	Supply and Delivery of uPVC Ball Valves	-	
	Sub Total	-	
	Less Discount (if any)	-	
	Nominated Inspection and Testing by Independent Inspection Agency	Sum	
	Total of Bid carried to Form of Bid (excluding VAT) in page 3-1.	-	

VAT Registration Number:.....

(A copy of the VAT Registration Certificate shall be annexed.)

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

Name of the Inspection Authority :

.....
.....

11. SPECIMEN FORMS

- **SPECIMEN FORM FOR BID SECURITY**
- **SPECIMEN FORM FOR CONTRACT AGREEMENT**
- **SPECIMEN FORM FOR PERFORMANCE SECURITY**
- **SPECIMEN FORM FOR ADVANCE PAYMENT SECURITY**
- **LETTER OF ACCEPTANCE**

FORM OF BID SECURITY

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

Beneficiary : Chairman(NWSDB)/Deputy General Manager(RSC.....)/
Project Director(.....WSP),
National Water Supply & Drainage Board,
.....,
.....[Insert relevant address]

Date..... BID GUARANTEE No :

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

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

At the request of the Bidder, we
[name of issuing agency] hereby irrevocably under take to pay you any sum or sums not
exceeding in total an amount of [amount in figures]
.....[amount in words] upon receipt by
us of your first demand in writing accompanied by a written statement stating that the Bidder
is in breach of its obligation (s) under the bid conditions, because of the Bidder:

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

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

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

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

SPECIMEN FORM OF CONTRACT AGREEMENT

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

**MINISTRY OF URBAN DEVELOPMENT, WATER SUPPLY AND HOUSING
FACILITIES**

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**SUPPLY AND DELIVERY OFMM.....NOS
uPVC BALL VALVES**

CONTRACT No.:

CONTRACT AGREEMENT

Contract Agreement made and entered into between the National Water Supply and Drainage Board, a corporate body duly established under the provisions of the National Water Supply and Drainage Board Law No. 2 of 1974 and having its Head Office at Ratmalana in Sri Lanka (hereinafter sometimes referred to as "the Board") of the one part and Messrs

.....
.....which duly incorporated under the laws of Democratic Socialist Republic of Sri Lanka and having registered its office at.....

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

WHEREAS the Board is desirous of entering into a contract with the Contractor for the supply and delivery of.....
to
at locations as specified in the Delivery Schedule and has accepted a Bid by the Contractor for the execution and completion of such works.

AND WHEREAS the Bills of Quantities or Schedule of Rates and Specifications and General Conditions of Contract describing the Works to be done have been prepared by the Board and the same have been signed by the parties hereto.

NOW it is hereby agreed as follows:

1. For the consideration hereinafter mentioned the Contractor shall, upon and subject to the conditions hereto annexed, complete the Works referred to in the said Bills of Quantities or Schedule of Rates and in the said specifications and Conditions of Contract to the entire satisfaction of the Board on or before.....
.....
subject to extras, omissions and variations to be determined by the Engineer as hereinafter provided.

2. The said General Conditions of Contract, the said Specifications, the said Bills of Quantities or Schedule of Rates, (a detailed list whereof is annexed hereto,) Instructions to Bidders, Contract Data, Bidding Data and Schedule of Particulars and Form of Bid, all duly signed by the Board and the Contractor shall for all purposes where so ever be read, regarded and construed as part and parcel of the Agreement.

3. The Contractor will be paid for the said execution of the Works the sum of Currency (in words)..... (in figures)and Sri Lanka Rupees (in words) (Rs.(in figures) hereinafter sometimes referred to as the "Contract Price" or such other sum as shall become payable hereunder according to the terms of the Contract.

4. As security for the due and proper performance and fulfillment of this contract and for the due payment of all claims to which the Board may be entitled hereunder, the Contractor hereby undertakes to maintain to the Board with a Guarantee in favour of the Board from a Bank approved by the Engineer as surety in the sum of Rupees..... (Rs.) which said Performance Guarantee shall remain in force and shall not be discharged until the Engineer shall have granted a Final Certificate to the effect that the Contractor has duly discharged and completed all his obligations under this contract and that there is no sum whatever due to the Board at the date of such Final Acceptance Certificate under this Contract.

5. The following terms used in this Agreement and or in the Specifications shall be understood as having the meanings hereby ascribed to them, namely;
 - a "Procurement Committee" shall mean the Procurement Committee appointed for the purpose of determining the Bid.

 - b "Contractor" or "Supplier" shall mean the person or persons, firm or firms, company or companies who have contracted for the supply and delivery of the materials and equipment herein specified and includes its successors and permitted assigns.

 - c "Chairman" shall mean the officer for the time being holding the office of or acting as the Chairman, National Water Supply and Drainage Board.

 - d "Engineer" shall mean the Officer for the time being holding the Office of or acting as the General Manager, National Water Supply and Drainage Board.

- e "Engineer's Representative" shall mean the authorised Representative of the Engineer immediately responsible for the supervision of the Works or any other person appointed from time to time by the Engineer to act as Engineer and notified in writing to the Contractor.
- f "Government" shall mean the Government of the Democratic Socialist Republic of Sri Lanka.
- g "Purchaser" or "The Board" or "the Employer" shall mean the National Water Supply and Drainage Board.
- h "Months" shall mean calendar months.
- i "Contract Documents" shall mean the Instructions to Bidders, Contract Data, Bidding Data, Schedule of Particulars, the General Conditions of Contract, the Form of Bid, the Specifications, Bills of Quantities, Addenda, Articles of Agreement and their annexes, Securities and Guarantees, Appendices.
- j "Contract Price" shall mean the sum stated in the Letter of Acceptance payable to the Contractor for the supply of Goods and Services in accordance with the provisions of the Contract.
- k "Works" shall mean the supply and delivery of Goods and the Services.
- l "Variation" shall mean any alteration of the description of any item in the Bills of Quantities or of the Specifications which in the opinion of the Engineer, is required for the perfect completion of the works outlined in the Agreement.
- m "Rs. or SL Rs. or LKR" shall mean Sri Lanka Rupees.

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

Signed by the said
 Chairman, National Water Supply and Drainage
 Board/Project Director.....WSP/ Deputy General Manager –
 RSC...../Project Director (.....WSP) Sri Lanka
 and.....Board Member of the National Water
 Supply and Drainage Board,
 (Name & Designation) ofWSP/.....
 (Name & Designation) of RSC at on the

.....day, Sri Lanka at
.....on the
..... day of

..... Two Thousand and in the
presence of the following Witnesses.

.....
Chairman/Deputy General Manager(.....)/ Board Member.....of
Project Director (.....)WSP/.....of
RSC.....

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

WITNESSES

Signature 1:..... Signature 2 :

Name :..... Name ...:.....

Address Address
.....

Capacity Capacity

Signed by the said in
the Capacity of, of (name of the
company) at
on the day of
Two Thousand and..... in the presence of
the following Witnesses.

.....
Signature of Contractor

WITNESSES

Signature1 :..... Signature 2 :

Name :..... Name :.....

Address Address
.....

Capacity Capacity

FORM OF PERFORMANCE SECURITY (Unconditional)

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

Beneficiary : Chairman(NWSDB)/Deputy General Manager(RSC.....)/
Project Director(.....WSP),
National Water Supply & Drainage Board,
.....,
.....[*Insert relevant address*]

Date

PERFORMANCE SECURITY No.:

We have been informed that
[*name of Contractor/Supplier*] (*hereinafter called "the Contractor"*) has entered into
Contract No. dated with you, for the
[*"Supply"*] of
[*name of contract and brief description of Works*] (*hereinafter called "the Contract"*).

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

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

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

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

Signature and seal of the guarantor

FORM OF ADVANCE PAYMENT SECURITY

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

Beneficiary : Chairman(NWSDB)/Deputy General Manager(RSC.....)/
Project Director(.....WSP),
National Water Supply & Drainage Board,
.....,
.....[*Insert relevant address*]

Date

ADVANCE PAYMENT security No.

We have been informed that
[*name of Contractor/Supplier*] (hereinafter called “the Contractor”) has entered in to
Contract No. dated with you, for the Supply of
..... [*name of Contract and brief description*] (hereinafter
called “the Contract”).

Furthermore, we understand that according to the conditions of Contract an advance payment
in the sum [*amount in figures*] (.....
.....) [*amount in words*] is to be made against an advance
payment security

At the request of the Contractor, we
[*issuing agency*] hereby irrevocably undertake to pay you any sum or sums not exceeding in
total and amount of [*amount in figures*] (.....
.....)[*amount in words*] upon receipt by us
of your first demand in writing accompanied by a written statement stating that the
Contractor is in breach of its obligation under the Contract.

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

This security shall expire on [28 days beyond the Completion Date]

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

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

Signature and seal of the guarantor

Witness :

Name :

T&C/

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

.....-20..

Regd. Post

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

Dear Sirs,

**TENDER FOR SUPPLY & DELIVERY OFMMNO
OF uPVC BALL VALVES
CONTRACT NO:**

Letter of Acceptance

We are pleased to inform you that your offer submitted on(Date) on the above tender, amounting to Sri Lanka Rupees (LKR/=) has been accepted.

- Applicable VAT will be payable on production of Tax Invoices. The Registered No. for NWSDB for VAT is 4090318207000.
- uPVC Ball Valves should be from

Inspection and Testing of goods should be carried as per Clause 8 of General Conditions of Contract with respect to quantity, quality and loading prior to shipment and certificates should be forwarded to Deputy General manager (.....)

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

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

An advance payment of 20% of the Contract Price could be obtained after signing the agreement on production of an advance payment guarantee in the prescribed format from a recognized bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.

Performance Security in the form of demand guarantee in the prescribed format (a copy annexed) from a recognized bank operating in Sri Lanka approved by the Central Bank of Sri Lanka for an amount of 10% of the total Contract Price valid for a period of 28 days beyond the contract period from the date hereof shall be submitted within 14 days from the date hereof. Performance security shall be denominated in the currency of contract and proportionate to the each currency.

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

Engineer's Representative of this contract is

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

Yours faithfully,
National Water Supply & Drainage Board

General Manager

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

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12. APPENDICES

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

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

APPENDIX 2 – FINANCIAL STATEMENT

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

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

Bidders whose financial capability is marginally less to undertake this bid may show credit facilities available to them from a Banks.

Financial performance for the last 3 years

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

APPENDIX 2A – AUTHORIZATION FOR BANK REFERENCES

BIDDER SHALL FILL THIS FORM AND PROVIDE WITH THE BID

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

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

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

Yours faithfully,
.....
.....
Authorized officer of the Bidder.

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

APPENDIX 3 - MANUFACTURER'S AUTHORIZATION TO SIGN THE CONTRACT

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letter head of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The bidder shall include it in its bid].

Date : [insert date (as day, month and year) of Bid Submission]
No. : [insert contract number]

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

Bid for Supply & Delivery ofmm Nos of uPVC Ball Valves
..... Water Supply Scheme
Contract No.

We[insert complete name of Manufacturer], who are official manufacturers of uPVC Ball Valves , having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide uPVC Ball Valves manufactured by us and to subsequently negotiate and sign the Contract.

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

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

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

Title : [insert title]

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

Dated on day of[insert date of signing].

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

[Address of the Manufacturer]

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

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

Bid for Supply & Delivery ofmm Nos of uPVC Ball Valves
..... Water Supply Scheme
Contract No.

We,[*name of manufacturer*] of
.....
.....[*address of manufacturer*]
confirm that we have sufficient production capacity to produce the quantity of uPVC Ball Valves and accessories submitted in our bid and shall deliver them according to the delivery schedule indicated in the bid.

.....
Authorised Officer of the Manufacturer.

.....
Seal of the Company.

Name :

APPENDIX 5 - BIDDER'S AUTHORIZATION TO SIGN THE CONTRACT

[The Bidder shall require to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letter head of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. The bidder shall include it in its bid].

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

No. : [insert contract number]

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

**Bid for Supply & Delivery ofmm Nos of uPVC Ball Valves
..... Water Supply Scheme**

Contract No.

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

Specimen Signature

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

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

Title : [insert title]

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

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

.....
Signature of Attorney at Law

.....
Seal of Attorney at Law

In the place of (..... address)
Date

APPENDIX 6 - TOR FOR INDEPENDENT INSPECTION AGENCY

Item No.	Activity	Test Performed	Results	Acceptability as per Specification
1	Markings on the body			
Material Composition				
2 i	Material Composition of body & components			
2 ii	Material composition of Stem & Ball.			
2 iii	Material composition of Seat			
2 iv	Material composition of Handle			
2 v	Material composition of Washers			
2 vi	Material composition of Head Seals			
2 vii	Material composition of O-rings			
Construction				
3	Stem			
4	Threads			
5	Seat			
6	Head seal			
Testing				
7	Seat Test			
8	Body Test			
9	Appearance			
10	Dimensions			
11	1000 Hrs Pressure Test			
12	Sealing Test			

APPENDIX 7 - MANUFACTURER'S AWARENESS OF THE TOR FOR INDEPENDENT INSPECTION AGENCY AND CHECK LIST FOR PRE-SHIPMENT INSPECTIONS

[Address of the Manufacturer]

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

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

Bid for Supply & Delivery ofmm Nos of uPVC Ball Valves
..... Water Supply Scheme
Contract No.

We,[*name of manufacturer*] of
.....
.....[*address of manufacturer*]
confirm that we have noticed that

- a) Appendix 6
- b) Clause 6.1 of Instructions to Bidders in NWSDB/SBD/SUP/GOODS /LC/Ver1 Volume 1

.....
Authorised Officer of the Manufacturer.

.....
Seal of the Company.

Name :

APPENDIX 8 - MANUFACTURER'S WARRANTY FOR THE GOODS SUPPLIED UNDER THE CONTRACT

[Address of the Manufacturer]

.....
.....

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

Bid for Supply & Delivery ofmm Nos of uPVC Ball Valves
..... Water Supply Scheme
Contract No.

We,[*name of manufacturer*] of
.....
.....[*address of manufacturer*] warrant that
the goods supplied under this contract are new, unused, of the most recent or current models
and have incorporated all recent improvements, and no defects arising out of the design,
material or workmanship from any act that may be develop under normal use of the supplied
goods.

If there is any defects during the warranty period specified in the Clause 15 of the General
Conditions of Contract, we shall attend to repair or replace the defective goods with all
reasonable speed without any cost to the Purchaser.

.....
Authorised Officer of the Manufacturer.

.....
Seal of the Company.

Name :

APPENDIX 9 - CONFIRMATION OF SUPPLYING GOODS MANUFACTURED AT THE FACTORY QUOTED

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

Date :.....

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

**Bid for Supply & Delivery ofmm Nos of uPVC Ball Valves
..... Water Supply Scheme
Contract No.**

We(Name & Address of the DI pipe manufacturer) hereby guarantee that,

1. The Supply of Pipes for the above contract shall be manufactured at the manufacturing factory at(Address of the manufacturing factory).
2. The Supply of Pipe Fittings for the above contract shall be manufactured at the manufacturing factory at(Address of the manufacturing factory).
3. The Supply of Rubber Rings for the above contract shall be manufactured at the manufacturing factory at(Address of the manufacturing factory).
4. The Supply of Couplings for the above contract shall be manufactured at the manufacturing factory at(Address of the manufacturing factory).
5. The Supply of Restraint Joints shall be manufactured at the manufacturing factory at(Address of the manufacturing factory).

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

.....
Seal of the Company

Name :
Address :
.....

The above signed declare that the statement made above is true and correct in every detail.

.....
Signature of the Attorney at Law

.....
Seal of the Attorney

Name :
Address :

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

[Address of the Manufacturer]

.....
.....

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

Supply & Delivery of Nos. of uPVC Ball Valves

Contract No.....

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

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

.....
Authorised Officer of the Manufacturer

.....
Seal of the Company

Name :

APPENDIX 11 - AFFIDAVIT BY THE BIDDER

I of being a (Buddhist or any other religionist), do hereby solemnly sincerely and truly declare and affirm as follows.

- 01. I am the Affirmant above named.
- 02. I hereby declare that I have applied for the contract of National Water Supply and Drainage Board bearing No: and my spouse or dependent does not work in National Water Supply and Drainage Board on permanent, casual or contract basis.

The foregoing affidavit having been read over and explained to the affirmant above named who having understood its nature content and context affirmed hereto and set his usual signature hereto in on this day of20.....

Before me
Declarant

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