

# **1. INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

### TABLE OF CONTENTS

CLAUSE NUMBER	ITEM	PAGE	NUMBER
<b>A - GENERAL</b>			
1.	Scope of Bids		1 - 3
2.	Eligibility & Qualification of Bidders		1 - 3
3.	Eligible Goods and Services		1 - 4
4.	Source of Funds		1 - 4
5.	Cost of Bidding		1 - 4
6.	Site Visit – Not used		1 - 4
<b>B - BIDDING DOCUMENT</b>			
7.	Contents of Bidding Document		1 - 5
8.	Clarification of Bidding Documents		1 - 6
9.	Amendment of Bidding Documents		1 - 6
<b>C - PREPARATION OF BID</b>			
10.	Language of Bid		1 - 7
11.	Documents Comprising the Submission of Bid		1 - 7
12.	Bid Prices		1 - 8
13.	Currencies of Bid and Payment		1 - 9
14.	Bid Security		1 - 9
15.	Period of Validity of Bids		1 - 10
<b>D - SUBMISSION OF BID</b>			
16.	Format and Signing of Bid		1 - 10
17.	Alternative Bid(s) by Bidders		1 - 10
18.	Sealing and Marking of Bids		1 - 11
19.	Deadline of Submission of Bids		1 - 11

<b>CLAUSE NUMBER</b>	<b>ITEM</b>	<b>PAGE NUMBER</b>
20.	Late Bids	1 - 12
21.	Modification and Withdrawal of Bids	1 - 12
<b>E - BID OPENING AND EVALUATION</b>		
22.	Opening of Bids	1 - 12
23.	Confidentiality of the Process	1 - 13
24.	Clarification of Bids	1 - 14
25.	Examination of Bids and Determination of Responsiveness	1 - 14
26.	Correction of Errors	1 - 15
27.	Evaluation and Comparison of Bids	1 - 15
<b>F - AWARD OF CONTRACT</b>		
28.	Post-qualification	1 - 16
29.	Right of the Procurement Committee to Accept any Bid and to Reject any or all Bids	1 - 16
30.	Notification of Award	1 - 17
31.	Signing of Contract	1 - 17
32.	Performance Security	1 - 17
33.	Advance Payment	1 - 18
34.	Fraud & Corruption	1 - 18
35.	Data in Schedule of Particulars	1 - 18

# NATIONAL WATER SUPPLY AND DRAINAGE BOARD

## HIRING OF VEHICLES

### INSTRUCTIONS TO BIDDERS

#### A. GENERAL

#### 1. Scope of Bids

Procurement Committee on behalf of the National Water Supply and Drainage Board (hereinafter called the “Board”) invites bids for the Hiring of Vehicles as prescribed in the **Bidding Data**. Bidder can quote for one vehicle even.

#### 2. Eligibility and Qualifications of Bidders

##### 2.1 Eligibility of Bidders

Eligible bidder is one who satisfies all the following requirements

2.1(a) The Bidder shall be a Vehicle Owner or Vehicle Hiring Company.

(b) The bidder shall submit a certified copy of business registration from the Registrar of Companies if the Vehicle Owner is a Company and shall submit a certified copy of business registration including the place of registration.

(c) The bidder shall not be disqualified/ Blacklisted by NWSDB/ NPA.

(d) The bidder shall not be an employee of NWSDB.

##### 2.2 Qualifications of Bidders

The Bidder shall have the minimum qualifications stated as follows to be considered as responsive for the Contract.

2.2 (a) That the Bidder shall have Hired Vehicles as stated in this **Bidding Data**. List of such contracts and certified copies of award letters and Final Certificates of such supplies shall be submitted with the bid in the form given in Appendix 1 if the bidder is a Company.

2.2 (b) The following documents to be forwarded with the offer:

i. True copies of Registration Certificate, Insurance Certificate, and Revenue License for each vehicle.

- ii. A copy of the certificate issued by the relevant finance or leasing authority if the vehicle is financed or leased.
- iii. A Power of Attorney by Attorney at Law for delegating power to the Bidder to hire the vehicle, if the Bidder is not the vehicle owner.
- iv. A copy of the receipt issued by the relevant finance or leasing authority for the installment of previous month if the vehicle is financed or leased.
- v. An evidence for replacement vehicle or vehicles when the offered vehicle could not be supplied in case of the sudden repairs or accident repairs.
- vi. The copy of registration certificate issued by Department of Inland Revenue for Value Added Tax if the bidder is a Company.
- vii. All insurance certificates of the vehicles offered shall be executed by a reputed Insurance Company/Corporation registered under Insurance Board of Sri Lanka.
- viii. An Employee of the NWSDB or his/her spouse or dependent shall not allowed to bid.

### **3. Eligible Goods and Services**

All vehicles and related services shall be as specified in Section-6 Specifications and Bidding Data.

### **4. Source of Funds**

Funds required for this project will be provided by the source stated in the **Bidding Data**.

### **5. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of his Bid in compliance with Bid requirements and the Board will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **6. Site Visit - Not applicable**

## **B. BIDDING DOCUMENT**

### **7. Contents of Bidding Document**

7.1 The Bidding document comprises the following sections of the documents and any addenda that will be issued in accordance with Clause 9 hereof.

Page i	Document Issuance Certificate
Page ii	Table of Contents
Page iii	Check list of Submissions
Page iv	Invitation for Bids
<b>Section 1</b>	Instructions to Bidders
<b>Section 2</b>	Conditions of Contract
<b>Section 3</b>	Form of Bid
<b>Section 4</b>	Bidding Data
<b>Section 5</b>	Contract Data
<b>Section 6</b>	Specifications
<b>Section 7</b>	Deviation from Specifications
<b>Section 8</b>	Schedule of Particulars
<b>Section 9</b>	Bills of Quantities <ul style="list-style-type: none"><li>• Preamble Notes</li><li>• Bill of Quantities</li><li>• Summary of Bills</li></ul>
<b>Section 10</b>	Specimen Forms Agreement Bid Security Performance Security Letter of Acceptance
<b>Section 11</b>	Appendices Appendix 1 – Details of similar services carried out within last year.  Appendix 2 - Bidder's Authorization to sign the contract .  Appendix 3 - Affidavit

- 7.2 The set of Bidding document shall be purchased by the prospective Bidders from the address as stated in the **Bidding data**.
- 7.3 The Bidder is expected to examine all the sections of the set of Bidding Document. Failure to furnish all information required by the Bidding documents, or submission of a Bid which is not substantially responsive will be at the Bidder's risk and may result in rejection of his Bid.

## **8. Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding documents may notify the Procurement Committee in writing or by facsimile at the address indicated in the Invitation for Bids. The Procurement Committee will respond in writing or by facsimile to any request for clarification, which it receives earlier than 14 days prior to the deadline for the submission of Bids. Written copies of the Procurement Committee's response (including a description of the enquiry but without identifying its source) will be sent to all the prospective Bidders who have purchased the Bidding documents. Any request for clarifications which are submitted less than 14 days prior to the deadline of submission of Bids will not be entertained.

## **9. Amendment of Bidding Documents**

- 9.1 At any time prior to the deadline for submission of Bids, the Board may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by issuing an addendum.
- 9.2 The addendum will be notified in writing to all prospective Bidders who have purchased the Bidding documents and it will be deemed to be binding on them. Prospective Bidders shall promptly acknowledge receipt thereof in writing to the Procurement Committee at the address provided in the **Bidding Data**, under Cause 18.2 (a) hereof.
- 9.3 In order to afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procurement Committee may, at its discretion, extend the deadline for the submission of Bids, in accordance with Sub-Clause 19.3 hereof.
- 9.4 Such addendum/addenda shall be submitted along with the Bids as per Clause 11.1 hereof.

## **C. PREPARATION OF BIDS**

### **10. Language of Bid**

10.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Board shall be written in the English Language.

### **11. Documents Comprising the Submission of Bid**

11.1 Each bidding document submitted by the bidder shall comprise the following components:

- a) Duly perfected set of Bidding Documents which include Sections 1 to 10
- b) The subsequent addendum/ addenda (if any)
- c) Documentary evidence established in accordance with Clause 2 hereof, to prove that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- d) Documentary evidence established in accordance with Clause 3 hereof, to prove that the goods and ancillary services to be supplied by the bidder are eligible goods and services and conform to the bidding documents.
- e) Bid security furnished in accordance with Clause 14 hereof and as per specimen form issued with the bidding documents. (Original Bid security shall be furnished with the original bidding document. Photocopy shall be attached to the copy of the bidding document)
- f) Proof of Authorization for the signatory to bid as specified in Clause 16.2 hereof.
- g) Details of similar suppliers during last one year in the form given in Appendix 1.
- h) Duly completed schedule of Particulars.
- i) Any other documents required in the Bidding Document.

11.2 The photostat copies of documentary evidence shall be one sided copies to the original size which bear both the initials and the seal of the Bidder. The Bidder shall certify these copies referred to, as follows:



I/We hereby certify that this is a true photostat copy of the certificate which has .....page(s), issued by.....  
.....(name of the institution which issued the certificate)

.....  
Authorised Signature/Date  
.....  
Seal of the company

**12. Bid Prices**

- 12.1 Prices quoted by the Bidder shall be firm and not subject only to Price Variation of fuel as per Clause 6 of General Conditions.
- 12.2 The Bidder shall fill in rates and prices for all items of the bill/ section described in a Bill/s in the Bill of Quantities (BOQ).
- 12.3 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 the duties, obligations, liabilities and responsibilities which the Contract documents place upon the bidders in connection with or in relation to the Contract.
  - b) Cost of accessories not specifically listed, but necessary for proper Maintenance & Services etc.
  - c) Cost of fuel, drivers salaries & other costs related to the hiring of vehicle.
- 12.4 If Bidders are registered for the purpose of VAT, they should indicate the amount of VAT claimed separately in the Bidding documents, in addition to the value of the Bidding, along with the VAT registration number. Declaration of VAT registration number is a mandatory requirement to pay the VAT amount.  
  
If any Bidder is not registered for VAT, he should indicate the value of the Bid in Bidding documents. Under this category Bidder should obtain a letter from the Commissioner of Inland Revenue Department certifying that his Company has not been registered for VAT and that letter should be attached to the Bidding document.  
  
If the bidder is not a registered company VAT shall not be paid.
- 12.5 If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item excluding provisional sums 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.

### 13. Currencies of Bid and Payment

- 13.1 Prices shall be quoted in Sri Lanka Rupees and the Contract Sum shall be paid in Sri Lanka Rupees.

### 14. Bid Security

- 14.1 The Bid security is required to ensure the Bidder's compliance with the requirements of Bidding.
- 14.2 A Bid security which is encashable on demand equivalent to the sum as stated in the **Bidding Data** shall be furnished in one of the following forms. The Bid security shall be as per the format in the Bidding Document to indicate the requirement.
- (a) A Bank Guarantee issued by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
  - (b) A Sri Lanka Rupee cash deposit to the National Water Supply and Drainage Board, Sri Lanka (The original receipt for such deposit shall be attached to the original bidding document).
  - (c) A certified cheque issued by a Bank operating in Sri Lanka in favour of the National Water Supply and Drainage Board, Sri Lanka.
- 14.3 The validity of the above security shall be up to the date specified in the **Bidding Data**.
- 14.4 Any Bid not accompanied by an acceptable Bid security shall be rejected by the Procurement Committee as non-responsive pursuant to Clause 25 hereof.
- 14.5 Unsuccessful Bidders' Bid securities will be discharged and returned as promptly as possible, but not later than 30 days after the expiration of the period of Bid validity prescribed by the Board, pursuant to Clause 15 hereof.
- 14.6 The successful Bidder's Bid security will be discharged upon the Bidder's executing and furnishing the Performance Guarantee pursuant to Clause 32 hereof.
- 14.7 The Bid security shall be forfeited:
- (a) If a Bidder withdraws his Bid during the period of Bid validity; or
  - (b) If the bidder does not accept the correction of its Bid Price, pursuant to ITB Clause 26; or

- (c) in case of the successful Bidder, if he fails within the specified time limit to
  - (i) Furnish the required Performance Guarantee.
  - (ii) sign the Contract Agreement

14.8 No interest will be paid on Bid Security

## 15. Period of Validity of Bid

- 15.1 Bids shall remain valid for a minimum period as mentioned in the **Bidding Data**. A Bid valid for a shorter period may be rejected by the Board as non responsive.
- 15.2 In exceptional circumstances, the Board may solicit the Bidder's consent to an extension of the period of validity of the Bid. The request and the responses thereto shall be made in writing (or by facsimile). The Bid Security provided under Clause 14 hereof shall also be extended accordingly. A Bidder who may refuse the request shall not be liable for forfeiture of his Bid security. A Bidder who accepts the request shall not be permitted to modify his Bid.

## D. SUBMISSION OF BIDS

### 16. Format and Signing of Bid

- 16.1 The Bidder shall, for each independent Bid prepare one original and one copy of the document comprising the Bid as described in Clause 11 hereof by clearly marking each "ORIGINAL" and "COPY" as appropriate. In the event of any discrepancy between them, the original shall prevail.
- 16.2 The original and the copy of each independent Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized with the appropriate form of Bid as stated in the **Bidding Data**. Proof of authorisation shall be furnished to accompany the Bid. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 16.3 The complete Bid shall be without alterations, inter- lineations or erasures, except those to accord with instructions issued by the Board, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the persons signing the Bid.

### 17. Alternative Bid(s) by Bidders

- 17.1 Each set of bidding documents shall contain only one offer. All alternative offers will be rejected without assigning reasons. If offers marked as offer 1,2 etc, offer 1 will be treated as original offer and the others as alternative offers. Bidders may purchase bidding documents in required number and may submit one or more independent offers. The independent offers shall be in separate set of bidding documents together with separate bid securities

## **18. Sealing and Marking of Bids**

- 18.1 The Bidder shall seal the original and the copy of each independent Bid in separate envelopes (hereinafter called as inner envelopes) by duly marking the envelopes as "ORIGINAL" and "COPY", as appropriate, and then contain them in an outer envelope and seal.
- 18.2 The inner and outer envelopes shall:
- (a) Be addressed as provided in the **Bidding Data**.
  - (b) Bear the name and identification number of the contract and
  - (c) Provide a warning not to open before the specified time and date of the deadline for Bid submission as defined in the **Bidding Data**.
- 18.3 In addition to the identification required in sub Clause 18.2 hereof, the outer envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late pursuant to Clause 20.0 hereof.
- 18.4 If the outer envelope is not sealed and marked as instructed above, the Procurement Committee will assume no responsibility for the misplacement or premature opening of the Bid submitted.

## **19. Deadline for Submission of Bid**

- 19.1 Bids must be addressed to the Chairman, Procurement Committee, at the address specified in the **Bidding Data** and received not later than the time and date of the deadline for Bid submission specified in the **Bidding Data**.
- In the event of the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the specified time on the next working day.
- 19.2 Bids may be dispatched to be received on or before the deadline for submission of Bids as aforesaid.
- 19.3 The Board may, at its discretion, extend the deadline for submission of Bids by issuing an addendum in accordance with Clause 9.3 hereof, in which case all rights and obligations of the Board and the Bidders previously subject to the original deadline shall be construed as applicable from the extended date.

## **20. Late Bids**

No submission of or notices of withdrawal or modification of Bid will be accepted after the deadline for submission of Bids. Any submission received after the deadline for closing of Bids, will be returned unopened to the Bidder.

## **21. Modification and Withdrawal of Bids**

- 21.1 The Bidder may modify or withdraw his Bid after submission, provided that the modification or notice of withdrawal is received in writing at the address designated to receive Bids prior to the prescribed deadline in Clause 18 hereof for submission of Bids.

- 21.2 The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in duplicate in accordance with the provisions of Clause 18 hereof for the submission of Bids, with the inner and outer envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 21.3 Subject to Clause 21 hereof, no Bid may be modified subsequent to the deadline for submission of Bids.
- 21.4 Withdrawal of a Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified by the Bid shall result in the forfeiture of the Bid security pursuant to Clause 14.7 hereof.

## **E. BID OPENING AND EVALUATION**

### **22. Opening of Bids**

- 22.1 The Bid opening Committee (BOC) approved by the respective procurement committee will open Bids, including submissions made pursuant to Clause 21 hereof, in the presence of Bidders' representatives who choose to attend, immediately after the deadline for Bid submission and in the place specified in the **Bidding Data**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening is declared a holiday the Bids shall be opened at that specified time and location on the next working day.
- 22.2 Any Bid for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 hereof and if BOC is satisfied with the content and authentication of the withdrawal letter, the bidder's original bid shall not be opened. But all the members of the BOC shall initial on the outer cover and keep in a secured place to return on the award of contract. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Then envelopes marked "MODIFICATIONS" should be placed with the respective "Original" bid and "Modification" shall be opened first and modifications proposed shall be read out. Then the respective "Original" shall be opened and read out. Completion of the all bids that have been modified, envelopes marked "ORIGINAL" of other bidders shall be opened and readout subsequently.
- 22.3 The Bid Opening Committee shall read out the following at the bid opening committee.
  - a) Name and address of the bidder (if joint venture, read the name of the joint venture)
  - b) Absence or presence of the bid security; All members of the committee shall initial the bid security;

- c) The bid price given in words in the form of bid; if the bid price is not given in words the bid price given in figures; if bid price is not filled in the form of bid, the respective price given in the BOQ or Price Schedules; Whether the announced prices are inclusive or exclusive of VAT shall be indicated clearly
  - d) If the contract will be awarded as a whole the announcement of final bid price is suffice; If contracts will be awarded in different items or lots such prices shall be announced;
  - e) The discounts offered shall be announced separately by clearly indicating that the announced prices are inclusive or exclusive of discounts.
  - f) Any other information that the BOC consider as relevant; however, the details of the make-up of the bid price shall not be read out.
- 22.4 After opening original of each and read out the relevant information, the BOC shall reseal the envelopes before handing over the documents to the PE. The PE shall hand over the bid documents to the chairman of TEC in sealed form.
- 22.5 The Bid Opening Committee will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub Clause 22.3 hereof.

## **23 Confidentiality of the Process**

Information relating to the examination, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

Any effort by a Bidder to influence the Procurement Committee and/or the officials of Board or the Ministry/ or the Cabinet of Ministers in processing of Bids or award decisions may result in the rejection of his Bid.

## **24. Clarification of Bids**

- 24.1 During the evaluation of the bids, there may be a need to seek clarification from a bidder with the sole purpose of ensuring that the Bid can be properly and fairly evaluated. These clarifications should not
- (a) permit any substantive change to the bidder's initial response ; and
  - (b) Change in the bid price except correction of arithmetical errors in the pricing of the bid
- 24.2 The bidder should not be able to clearly comprehend that any clarification sought is only for the aforementioned purpose only.

24.3 At the request made by the Technical Evaluation Committee (TEC), the procurement Entity (NWSDB) will seek such clarification from the bidder in writing.

## **25. Examination of Bids and Determination of Responsiveness**

25.1 Prior to the detailed evaluation of Bids the Procurement Committee will determine whether each Bid,

- a) Meets the eligibility and qualification criteria defined in Clauses 2 and 3 hereof.
- b) Has been properly signed and accompanied by a proper power of attorney (Authorization to sign the contract).
- c) is accompanied with the required Bid security as defined in Clause 14 hereof .
- d) Has sufficient bid validity period as per Clause 15 hereof, and
- e) is substantially responsive to the requirements of the Bid documents,

If a bid does not meet any one of (a) – (d), that bid shall be considered non responsive and shall be rejected by the Procurement Committee.

25.2 A substantially responsive Bid is one which conforms to all the terms, in Clause 25.1 hereof without material deviation or reservation.

A material deviation or reservation is one,

- a) Bidder requires price fluctuation whereas bidding document specifies otherwise;
- b) Deviation from bid documents which affects the bid price but cannot be given monetary value;
- c) Departure from specifications of critical nature;
- d) Absence of documents intended to substantiate the legitimacy of the bid ( i.e that the Bid is not a ‘ speculative’ ,’exploratory’ or ‘wait and see’ Bid) or proof of reliability of the equipment offered.
- e) Conditional bids, that is, subject to prior sale, availability of components in the market,
- f) Bids which are not responsive to critical, technical or commercial requirements in the bidding document.

25.3 If a Bid is not substantially responsive, it will be rejected by the Procurement Committee, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation.

## **26. Correction of Errors**

26.1 Bids determined to be substantially responsive will be checked by the Procurement Committee, for any arithmetic errors.

Errors will be corrected by the Procurement Committee as follows:

- a) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity.
  - i) The unit rate as quoted will govern.
  - ii) unless in the opinion of the Procurement Committee there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

26.2 If the bid price changes by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the Bidder and shall be considered as binding upon the bidder.

26.3 If the bidder does not accept the corrected amount of Bid, its Bid shall be rejected, and the bid security shall be forfeited in accordance with Clause 14.7 (b) hereof.

## **27. Evaluation and Comparison of Bids**

27.1 The Procurement Committee will evaluate and compare Bids previously determined to be substantially responsive, pursuant to Clause 25 hereof.

27.2 In evaluating the Bids the Procurement Committee will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- a) Making any correction of errors pursuant to Clause 26 hereof.
- b) Discounts , if any
- c) Evaluation of Acceptable omissions ( line items or parts of work)
- d) Delivery periods or completion times
- e) Adjustment for various minor deviations

27.3 For the evaluation purposes the rates and prices in the BOQ will be considered to be excluding VAT. Any notes or remarks by Bidders contrary to this will be disregarded.



- 27.4 Bidder shall present the vehicle for the inspection of the Procurement Committee at any time during the Evaluation process on the request of the committee. If the Evaluation Committee is not satisfied of the vehicle the bid shall be rejected.

## **F. AWARD OF CONTRACT**

### **28. Post-qualification**

- 28.1 For the award of the contract, the Procurement Committee will determine to its satisfaction whether the Bidder selected as having submitted the lowest-evaluated substantially responsive Bid is qualified to satisfactorily perform the Contract.
- 28.2 The determination will take into account the condition of vehicle. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted with the Bid purchased to Clause 11 hereof and the physical inspection of the vehicle pursuant to Clause 27.4 hereof, as well as such other information as the Procurement Committee deems necessary and appropriate.
- 28.3 An affirmative determination by the Procurement Committee will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procurement Committee will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 28.4 **Award of Contract**

The Board/ Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be eligible and qualified in accordance with the provisions of the bidding document.

### **29. Right of the Procurement Committee to Accept any Bid and to Reject any or all Bids**

The Procurement Committee reserves the right to accept or reject any Bid, and to annul the Biding process and reject all Bids, at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders any obligation to inform the affected Bidder or Bidders of the grounds of the Procurement Committee's action. The Procurement Committee reserves the right to award the Bid in whole or in Bill wise if the number of vehicles to be hired are more than one.

### **30. Notification of Award**

- 30.1 Prior to the expiration of the period of Bid validity prescribed by the Board, the Board will notify the successful Bidder by registered letter or by facsimile that his Bid has been accepted. This letter (hereinafter called the "Letter of Acceptance") will state the sum to be paid to the contractor.

- 30.2 The notification of award will constitute the formation of the Contract.
- 30.3 Upon the successful Bidder's furnishing of performance security in accordance with the provisions of Clause 32 hereof, the Board will promptly notify each of the unsuccessful Bidders and will discharge their Bid Securities, pursuant to Clause 14 hereof.

### **31. Signing of Contract**

- 31.1 The successful Bidder will be required to sign a Contract Agreement. The Contract Agreement must be executed within twenty eight (28) days after the receipt of the Letter of Acceptance.
- 31.2 The Contract Agreement will be prepared by the Board. The Bidder will be required to pay the stamp duty in accordance with the law relating to stamp duty in Sri Lanka. The prevailing rate of stamp duty on contracts for hiring of vehicles is prescribed in the **Bidding Data**.
- 31.3 If a Bidder has given a discount of his bid price, the discount shall be distributed to each and every item excluding provisional sums 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.

### **32. Performance Security**

- 32.1 Within fourteen (14) days of the receipt of the notification of the acceptance of the contract by the Board, the successful Bidder shall furnish to the Board a Performance Security encashable on demand in accordance with the Clause 4.2 of the Conditions of Contract, in the format of Performance Security provided in the Bidding Document. The Performance Security shall be valid until a date 28 days beyond the Contract Period.
- 32.2 On due performance of the contract in all respects and issuance of the Final Acceptance Certificate by the Engineer the Performance Security will be returned to the Contractor without any interest.
- 32.3 Failure of the successful Bidder to comply with the requirements of Clause 32 hereof shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Board may make the award to the next lowest evaluated Bidder or call for new Bids.

### **33 Advance payment**

No advance payment will be made.

**34. Fraud & Corruption**

Bidders and officials shall ensure that they maintain strict confidentiality throughout the bidding process.

Officials shall refrain from receiving any personal gain from any procurement action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

**35. Data in Schedule of Particulars**

Bidder shall fill the Questionnaire in Schedule of Particulars



## **2. GENERAL CONDITIONS OF CONTRACT**

# GENERAL CONDITIONS OF CONTRACT

## TABLE OF CONTENTS

Clause Number		Page Number
1.0	General Provisions	2 - 3
1.1	Definitions	2 - 3
1.2	Interpretation	2 - 4
1.3	Priority of Documents	2 - 4
1.4	Law	2 - 5
1.5	Communications	2 - 5
2.0	The Employer	2 - 5
2.1	Execution of Contract	2 - 5
2.2	Engineer's Instructions	2 - 5
2.3	Approvals	2 - 5
3.0	The Engineer	2 - 5
3.1	Engineer's Decisions	2 - 5
3.2	Engineer's Representative	2 - 5
4.0	The Contractor	2 - 6
4.1	General Obligations	2 - 6
4.2	Performance Security	2 - 6
5.0	Time for Completion	2 - 7
5.1	Extension of Time	2 - 7
5.2	Completion	2 - 7
6.0	Contract Price and Payment	2 - 7
6.1	Advance Payment	2 - 7
6.2	Interim/ Monthly Payment	2 - 7
6.3	Currency	2 - 8
6.4	Delayed Payment	2 - 8

<b>Clause Number</b>		<b>Page Number</b>
7.0	Taxes and Duties	2 - 9
8.0	Default and Fines	2 - 9
9.0	Risk and Responsibilities	2 – 10
10.0	Insurance	2 - 10
10.1	Extent of Covers	2 - 10

## GENERAL CONDITIONS OF CONTRACT

### 1.0 General Provisions

#### 1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### The Contract

- (a) "**Contract**" is the Contract between the Employer and the Contractor for Hiring of Vehicles and shall include the documents listed in Clause 1.3.
- (b) "**Contract Price**" means the amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with provisions of the Contract.
- (c) "**Specification**" means the specification of the Services included in the Contract and any modification or addition made or approved by the Engineer.
- (d) "**Initial Contract Price**" means the amount stated in the Letter of Acceptance.
- (e) "**Letter of Acceptance**" means the letter signed and issued by the Employer accepting the Bid submitted by the Contractor for Supply of Hiring of Vehicles.
- (f) "**Contract Data**" means the completed pages entitled Contract Data, which forms part of the conditions of contract.

##### Persons

- (g) "**Employer**"/ "**Purchaser**"/ "**NWSDB**"/ "**Board**"/ "**Procurement Entity**" mean the Party National Water Supply & Drainage Board who employs the Contractor to carry out the Works.
- (h) "**Contractor**" or "**Supplier**" means the person(s) who's Bid to hire vehicles has been accepted by the Employer and named in the Agreement.
- (i) "**Engineer**" is the person named in the **Contract Data** (or any other competent person appointed by the Employer and notified to the Contractor) who is responsible for administering and supervising the Contract.
- (j) "**Engineers Representative**" is the person named in the **Contract Data**.



## **Dates, Times and Periods**

- (k) **“Start Date”** means the date 7 Days after the issue of Letter of Acceptance or any other date agreed between the Employer and Contractor.
- (l) **“Day”** means a calendar day.

## **Money and Payment**

- (m) **“Cost”** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.

## **Other Definitions**

- (n) **“Site”** means the place provided by the Employer to where the Vehicles to be provided and services to be provided.
- (o) **“Party”** means either or both the Employer or the Contractor as the context requires.

## **1.2 Interpretation**

Words importing persons or parties shall include firms and organizations;

Words importing the singular or one gender shall include plural or the other gender where the context requires.

## **1.3 Priority of Documents**

The documents forming the contract are to be taken as mutually explanatory of one another;

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary instructions to the Contractor;

The priority of the documents shall be in accordance with the order as listed below:

- a. The Contract Agreement
- b. The Letter of Acceptance
- c. Memorandum of understanding (if any)
- d. Contractor’s Bid
- e. Bidding Data and Contract Data
- f. The Conditions of Contract

- g. The Specifications
- h. Bills of Quantities
- i. Any other Document (if any)

#### **1.4 Law**

The law of the Democratic Socialist Republic of Sri Lanka is applicable.

#### **1.5 Communications**

Communication by any person under the Contract shall be written in official language and/or English.

### **2.0 The Employer**

#### **2.1 Execution of Contract**

The Employer shall ensure that the Contract is executed within 7 Days after the date of the Letter of Acceptance.

#### **2.2 Engineer's Instructions**

The Contractor shall comply with all instructions given by the Engineer in respect of the Contract.

#### **2.3 Approvals**

No approval or consent or absence of comment by the Employer or the Engineer shall affect the Contractor's obligations.

#### **2.4 Termination or Extend the Contract**

The NWSDB reserves the right to terminate or extend the contract, and the termination will be informed, in advance.

### **3.0 The Engineer**

#### **3.1 Engineer's Decisions**

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor.

#### **3.2 Engineer's Representative**

The Engineer may delegate to such person or persons such of the powers, directions and authorities vested in him as he may think fit. Such person (referred to as "the Engineer's Representative") will be named in the **Contract Data**.

## 4.0 The Contractor

### 4.1 General Obligations

The Contractor shall ;

- a. carry out the works properly and in accordance with the Contract;
- b. provide all supervision, drivers, Fuel, spare parts for repairs, services and proper maintenance and equipment which may be required for repairs and maintenance works.
- c. provide vehicles during the night or on Sundays or on days declared public holidays or rest days by the Government, Mercantile holidays or Board holidays according to the Engineer's requirement in addition to the normal working days.
- d. Contractor shall submit a Medical Report from the Medical Centre of Sri Lanka Transport Board or their Authorized Institution, to prove fitness of the Driver, prior to commencement of the contract. In any case, if the driver is change, a fresh certificate for the fitness of the driver to be taken from the above institution and submitted to the Employer.

### 4.2 Performance Security

The Contractor shall deliver to the Employer within 14 Days of the Letter of Acceptance a Performance Security.

- to an amount stated in the **Contract Data**;
- in a format in section 10 of bidding document.
- The security shall be issued in one of the following Agents.
  - a) A Bank Guarantee issued by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
  - b). A Sri Lanka Rupee cash deposit to the National Water Supply and Drainage Board.
  - c). A certified cheque issued in favour of the National Water Supply and Drainage Board by a bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.

## **5.0 Time for Completion**

### **5.1 Extension of Time**

After the completion of the contract period, the Board may extend the said contract period and it will be informed to the contractors.

### **5.2 Completion**

The Engineer shall issue a completion Certificate after completion of the contract.

## **6.0 Contract Price and Payment**

### **6.1 Advance Payment**

No advance payment will be made.

### **6.2 Interim/ Monthly Payment**

- a) The Contractor's request(s) for payment shall be made to the Engineer in writing, accompanied by an invoice describing, as appropriate, Services performed and other relevant documents as specified in the **Contract Data**.
- b) The contractor shall provide correctly filled, authorized running charts which will be provided by the Board with the bills of each month.

The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor, within 14 Days of the receipt of the Contractor's statement. After certifying the bill by the Engineer the Employer shall pay to the contractor the amount certified by the Engineer with 14 days.

- c) Payments shall be made monthly by the Engineer on submission of an invoice/claim by the Contractor.
- d) The currency in which payments is made to the Contractor under this Contract shall be in Sri Lanka Rupees.
- e) Any VAT payable should be shown as a separate item and should be supported with VAT registration number.
- f) If the fuel price increases or decreases, after opening the bid, additional cost for fuel, will be added to the monthly bill or will be deducted from the monthly bill, as given below.

The price change will be applied only from the subsequent calendar month of price change and onwards.

If the price difference exceeds Rs. 3.00 only, the following price adjustments will apply.

If the fuel price increases cost to be added shall be calculated based on the following formula.

$$\text{Increase of cost} = \frac{\text{Increased fuel price/Lit.} - \text{Existing fuel price/Lit.} \times \text{Actual Km done for month}}{\text{Fuel consumption (Km /Lit)}}$$

If the fuel price decreases Cost to be deducted shall be calculated based on the following formula.

$$\text{Deduction in cost} = \frac{\text{Existing fuel price} - \text{Decreased of fuel price} \times \text{Actual Km done for month}}{\text{Fuel consumption (Km/ Lit )}}$$

Fuel Consumption should be approved by the Engineer's Representative by a Fuel Consumption test carried out by NWSDB.

- g) Vehicles shall be provided for work for minimum number of days per month depending on the requirement and as specified in the contract Data. Over time for the driver shall be paid for the working before 8.00 am and after 5.00 pm each day and minimum of 01 hour of overtime work shall be performed to consider for overtime payment.
- h) Overtime payment for driver for Sundays and the other days as specified in Clause 4.1(c), shall be paid only if the vehicle is provided for work for the minimum working days as specified in the Contact Data.
- i) If the monthly mileage in the contract is not utilized, the deduction shall be made for the fuel for utilized mileage as follows,

$$\text{Cost Deduction for fuel} = \frac{(\text{Monthly mileage in the contract} - \text{Actual utilized mileage}) \times \text{Fuel price at the closing of Bid}}{\text{No of Km/Lit}}$$

### **6.3 Currency**

Payment shall be in Sri Lanka Rupees only.

### **6.4 Delayed Payment**

- a. If the Employer delays payment the Contractor shall have a right to claim the interest on the delayed payment.
- b. Interest shall be calculated from the date by which the payment should have been made up to the date when the delayed payment is made at the prevailing rate of interest of 1% plus the lending rate of the Central Bank to Commercial Banks.

## 7.0 Taxes and Duties

- 7.1 The Contractor shall be entirely responsible for all taxes, stamp duties, license fees, etc. including all costs stipulated in Preamble Notes on Pricing incurred until completion of the contract.
- 7.2 The Contractor shall comply with the regulations of the Department of Inland Revenue of Sri Lanka for payment of Value Added Tax, Profit Tax and other taxes arising out of the Contract.
- 7.3 National Water Supply & Drainage Board is a VAT registered institution according to Value Added Tax Act No. 14 of 2002. The VAT registration number of NWSDB is 4090 31820 7000. The contractors who are VAT liable shall issue VAT invoices specifically stated as 'TAX INVOICES' to NWSDB including their VAT registration numbers and showing bill amounts and applicable VAT separately along with the requests for payments. The date of TAX INVOICE shall be within 28 days of work done.

## 8.0 Default and Fines

- 8.1 Default by Contractor  
Delays in the Contractor's Performance and Fines
- 8.2 Supply of vehicles and performance of Services shall be made by the Contractor in accordance with the time schedule specified by the NWSDB in its schedule of requirements.
- 8.3 An unexcused delay by the Contractor in the Performance of its Delivery obligations shall render the Contractor liable to any or all of the following sanctions: forfeiture of its performance and fines mentioned in the following Clauses
- 8.4 The vehicle shall be supplied by 8.00 am and shall work till 5.00 pm. if there is no work after 5.00 pm.
- If the officer who use the vehicle will request to work after 5.00 pm, the bidder shall provide the vehicle for work. If it is not provided, that particular day will be considered as a non working day.
- If the bidder fails to send the vehicle on time, fines indicated in **Contract Data** will be deducted from the monthly bill.
- 8.5 If the Bidder is unable to supply the vehicle, for a working day, normal fine will be deducted as given in **Contract Data**.
- 8.6 The driver's discipline, high speed and unsatisfactory driving, cleanliness of vehicle will be monitored by the officer who will be used the vehicle. If it is not satisfactory the officer will advise driver once and if he does not agree, the contract will be terminated and performance guarantee will be encashed.

8.7 The Supplier shall provide the vehicle for work according to the instructions given by the officer who use the vehicle, If not the contract will be terminated and performance guarantee will be forfeited.

## **9.0 Risk and Responsibilities**

The contractor shall take full responsibility for any accidents and injuries happen to the drivers and officers who travel in the vehicle, public, third party properties etc. Any damage to the driver, officer, public, third party property shall be compensated by the contractor at his own cost.

The drivers shall have a valid driving licenses for related categories and they should be well mannered.

The NWSDB is not responsible for any accidents and repairs of the offered vehicles, public and third party property.

## **10.0 Insurance**

### **10.1 Extent of Cover**

The contractor shall submit the copies of fully insured insurance certificate, registration certificate, annual revenue license, leasing or finance certificate if it is leased or financed of all the vehicles offered for hiring. All the vehicles which are to be hired shall be fully insured and such insurance shall be effected with reputed Insurance Company/Corporation registered under Insurance Board of Sri Lanka.

The vehicle shall be fully insured covering for letting and hiring for amounts indicated in **Contract Data**.

