Ref. No.: NWSDB/SBD/SUP/HYDRATED LIME/FC/Ver2

***REVISED ON 12-06-2020***

THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST

**REPUBLIC OF SRI LANKA**

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

##### NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**SUPPLY AND DELIVERY OF ……… tonne OF**

**HYDRATED LIME**

**CONTRACT No.: ...................................……………………….**

**VOLUME 2**

***REVISED ON 12-06-2020***

**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 authorised issuing officer)

1. STANDARD SPECIMEN DOCUMENT NUMBER:

NWSDB/SBD/SUP/HYDRATED LIME/FC/Ver2

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/FC/Ver1- JANUARY 2012**

**Revised on 12-06-2020**

**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 Centers 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.**

Revised on 12-06-2020

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Revised on 23-06-2014

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Revised on 12-06-2020

**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 \* |
| (a) | Certified copy of business registration | Page No. 1 - 4 | Clause No. 2.1 |  |
| (b) | Documentary evidence to establish eligibility of Bidding. | Page No. 1–4, 1- 5 | Clause No. 2.1,2.2. |  |
| (c) | Documentary evidence to establish qualifications for the performance of the Contract | Page No. 1 - 5 | Clause No. 2.2 |  |
| (d) | The Bidder’s technical and production capability necessary to perform the Contract | Page No. 1 - 5 | Clause No.2.2 (b) 1 |  |
| (e) | 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 - 5 | Clause No. 2.2 (b) |  |
| (f) | The agreement of the manufacturer or producer to confirm that the supply will be made in accordance with the Delivery Schedule. | Page No. 1 - 5 | Clause No. 2.2 (b) |  |
| (g) | Documentary evidence to establish that goods offered are from an eligible source and origin | Page No. 1 - 51 -6 | Clause No.2.2(b), 3 |  |
| (h) | Two test samples of 500 grams Hydrated Lime | Page No.4–1Bidding Data | Clause No. 3.6 |  |
| (i) | Duly completed section 1 to 12 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 - 7, 1- 9 | Clause No. 6.1, 10.1 (a) |  |
| (j) | Subsequent Addendum/Addenda (if any) | Page No. 1 - 9 | Clause No. 10.1(b) |  |
| (k) | Product Conformity Certificates  | Page No. 1 - 10 | Clause No. 10.1(g) |  |
| (l) | Quality management System Certificates for items offered/Bidder. | Page No. 1 - 10 | Clause No. 10.1(h) |  |
| (m) | Proof of Authorisation | Page No. 1 - 10 | Clause No.10.1(f) |  |
| (n) | Certified copy of the VAT registration certificate. | Page No. 1 - 12 | Clause No. 11.5 |  |
| (o) | Bid Security  | Page No. 1 - 14 | Clause No. 13 |  |
| (p) | Documentary evidence for life time of Hydrated Lime | Page No. 7 - 1 | Key Features of Specification |  |
| **Any other document as given below:** |  |  |  |

 **INVITATION FOR BIDS**

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

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**INVITATION FOR BIDS**

**SUPPLY AND DELIVERY OF …………. tonneOF HYDRATED LIME**

**CONTRACT No.: ………………………………………………**

**--------------------------------------------------------------------------------------------------------------------**

1. The Chairman, Cabinet Appointed Procurement Committee, Ministry of Urban Development, Water Supply and Housing Facilities, No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla, Sri Lanka, on behalf of the National Water Supply & Drainage Board now invites sealed bids for the Supply & Delivery of ………………tonne of Hydrated Lime up to closing of bids at ……………. hours on …………. .

2. Bids shall 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. Bidding Documents may be inspected free of charge at the office of the Assistant General Manager (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka.

4. Bidding Documents will be issued only to those who are manufacturers or their local accredited agents for supply of the Supply & Delivery of ………………tonne of Hydrated Lime 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 Procurement Division, Ministry of Urban Development, Water Supply and Housing Facilities, No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla, Sri Lankato receive on or before the closing time. Late bids will be rejected.

8. All Bids shall be accompanied by a bid security of Rs. ……………. and the bid security shall be valid up to ………………*(Insert Date)*.

9. Bids will be opened immediately after the closing of Bids, at the office of the Procurement Division, Ministry of Urban Development, Water Supply and Housing Facilities, No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla, Sri Lanka. Bidders or their authorised representatives may be present at the opening of bids.

10. For further details, please contact the Assistant General Manager (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka on telephone number 94 -11-2635885 or 94-11-2638999 Ext. 1750 or facsimile number 94 -11-2635885.

**Chairman**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

 Revised on 12-06-2020

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

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**INVITATION FOR BIDS**

**SUPPLY AND DELIVERY OF …………. tonne OF HYDRATED LIME**

**CONTRACT No.: ………………………………………………**

**--------------------------------------------------------------------------------------------------------------------**

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**Chairman**

###### NATIONAL WATER SUPPLY AND DRAINAGE BOARD

 Revised on 12-06-2020

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

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**INVITATION FOR BIDS**

**SUPPLY AND DELIVERY OF …………. tonneOFHYDRATED LIME**

**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 & Delivery of ………………tonne of Hydrated Lime up to closing of bids at ……………. hours on …………. .

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6. Alternative bids shall not be accepted.

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**Chairman**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

 Revised on 12-06-2020

3. FORM OF BID

THE GOVERNMENT OF THE DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA

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

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**SUPPLY AND DELIVERY OF ……… tonne OF HYDRATED LIME**

**FOR ……………………………………….WATER SUPPLY SCHEME**

**CONTRACT No.: …………………………….**

**FORM OF BID**

The Chairman,

Cabinet Appointed Procurement Committee,

Ministry of Urban Development, Water Supply and Housing Facilities,

No. 35, “Lakdiya Madura”,

New Parliament Road, Pelawatta,

Battaramulla.

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 and Delivery Schedule pertaining to the above Bid, along with Bills thereto, do hereby undertake to supply the Goods and Services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid price of foreign currency in United States Dollars (US$)……………………………………………………………………………..………………*(in words)*US$……………………………………………………………………...*(in figures)* and Sri Lanka Rupees……………….………………………………………….…………………………………………… …………………………………………………..………………………………..………………*(in words)*Rs. …………………………………….…………………………………………..*(in figures)* (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 Bid Documents.
2. Documentary evidence to establish eligibility of Bidder.
3. Documentary evidence to Establish qualification to consider for the responsiveness to the contract.
4. Documentary evidence to establish that goods are offered from an eligible source and origin.
5. Documentary evidence to establish eligibility of goods offered.
6. Bid Security.
7. Documentary evidence to establish qualifications for the performance of the Contract.
8. Bidding Data.
9. Duly filled Appendices.
10. Any other document.

Revised on 12-06-2020

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 certificate (s) as listed 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 the Contract Data.

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

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

Signature of Bidder : ....................................................................................……………….......…...

Name of Bidder : ................................................................................………….................

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

Capacity : ……………………………………………………………………

Telephone Number : ...............................................................................................………

Facsimile Number : .....................................................................…………........................

Date : ....................................................................................………………

**Witnesses**

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

Name :- ................................................................................................………

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

Capacity : …………………………………………..

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

 Name :- ................................................................................................………

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

Capacity :………………………………………………………

Revised on 29-06-2018

THE GOVERNMENT OF THE DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA

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

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**SUPPLY AND DELIVERY OF ……… tonne OF HYDRATED LIME**

**FOR ……………………………………….WATER SUPPLY SCHEME**

**CONTRACT No.: …………………………….**

**FORM OF BID**

The Chairman,

Ministry Procurement Committee,

Ministry of Urban Development, Water Supply and Housing Facilities,

No. 35, “Lakdiya Madura”,

New Parliament Road, Pelawatta,

Battaramulla,

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 and Delivery Schedule pertaining to the above Bid, along with Bills thereto, do hereby undertake to supply the Goods and Services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid price of foreign currency in United States Dollars (US$)……………………………………………………………..…………………………*(in words)*US $……………………………………………………………………...*(in figures)* and Sri Lanka Rupees …………………………………………………..……………………………………

………………………………………………………………………………………. *(in words)* Rs. …………………………………….…………………………………………..*(in figures)* (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 Bid Documents

2. Documentary evidence to establish eligibility of Bidder.

3. Documentary evidence to Establish qualification to consider for the responsiveness to the contract

4. Documentary evidence to establish that goods are offered from an eligible source and origin.

5. Documentary evidence to establish eligibility of goods offered.

6. Bid Security

7. Documentary evidence to establish qualifications for the performance of the Contract.

8. Bidding Data

9. Duly filled Appendices.

10. Any other document.

Revised on 12-06-2020

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 certificate (s) as listed 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 the Contract Data.

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

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

Signature of Bidder : ....................................................................................……………….......…...

Name of Bidder : ................................................................................………….................

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

Capacity : ……………………………………………………………………

Telephone Number : ...............................................................................................………

Facsimile Number : .....................................................................…………........................

Date : ....................................................................................………………

**Witnesses**

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

Name :- ................................................................................................………

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

Capacity : …………………………………………..

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

 Name :- ................................................................................................………

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

Capacity ………………………………………………………

Revised on 29-06-2018

THE GOVERNMENT OF THE DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA

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

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**SUPPLY AND DELIVERY OF ……… tonne OF HYDRATED LIME**

**FOR ……………………………………….WATER SUPPLY SCHEME**

**CONTRACT No.: …………………………….**

**FORM OF BID**

The Chairman, Department Procurement Committee

National Water Supply & Drainage Board

Galle Road,

Ratmalana.

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 and Delivery Schedule pertaining to the above Bid, along with Bills thereto, do hereby undertake to supply the Goods and Services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid price of foreign currency in United States Dollars (US$)…………………………………………………………..……………………………*(in words)* US $……………………………………………………………………...*(in figures)* and Sri Lanka Rupees ………………………………………………………………………………….……

………………………………………………..……………………………………………*(in words)* Rs…………………………………………….*(in figures)* (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 Bid Documents

2. Documentary evidence to establish eligibility of Bidder.

3. Documentary evidence to Establish qualification to consider for the responsiveness to the contract

4. Documentary evidence to establish that goods are offered from an eligible source and origin.

5. Documentary evidence to establish eligibility of goods offered.

6. Bid Security

7. Documentary evidence to establish qualifications for the performance of the Contract.

8. Bidding Data

9. Duly filled Appendices.

10. Any other document.

Revised on 12-06-2020

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), as listed 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.

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 the Contract Data.

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

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

Signature of Bidder : ....................................................................................……………….......…...

Name of Bidder : ................................................................................………….................

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

Capacity : ……………………………………………………………………

Telephone Number : ...............................................................................................………

Facsimile Number : .....................................................................…………........................

Date : ....................................................................................………………

**Witnesses**

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

Name :- ................................................................................................………

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

Capacity : …………………………………………..

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

 Name :- ................................................................................................………

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

Capacity :………………………………………………………

Revised on 29-06-2018

**4. BIDDING DATA**

Revised on 29-06-2018

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

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

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

**BIDDING DATA**

(Please note that the Clause numbers given here under are that of Instruction to Bidder)

**Clause Reference Number**

**Instructions to Bidders**

(1) The supplier is expected to supply …………… tonne of Hydrated Lime conforms to the Specification.

The Quantity may vary + 5%. Payments will be made on actual quantities.

Add to the clause

Hydrated Lime to be supplied shall be new and age from the date of Manufacturing shall be not more than 02 months when shipping.

2.1 (c) Add to the Clause

In case of Product Conformity Certificate for the Standards given in Section 6 of the Bidding Document is not available, bidder shall provide a Test Certificate of Hydrated Lime for the conformity to the Standards given in Section 6 of the Bidding Document from one of the Inspection Agencies listed in the Clause 8 of the Conditions of Contract or any accredited Testing Laboratory which is a member of International Laboratory Accreditation Corporation and issued within 9 months prior to the closing of the Bid.

2.2. Qualification

2.2 (a)

(i) That the manufacturer shall have produced and supplied at least …… tonne of Hydrated Lime for drinking water during the last three years. Documentary evidence from clients shall be provided with the Bid.

(iii) Add to the Clause

 If the manufacturer fail to replace the unacceptable goods, the balance 25% payment of foreign component and balance local component shall not be paid. In addition the performance guarantee shall be encashed and the immediate action shall be taken to suspend issuing bidding documents to the supplier and manufacturer and thereafter action shall be taken to blacklist the supplier and manufacturer by the NWSDB. The bidder shall submit a guarantee to confirm the above in the form given in Appendix 10.

(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 availability credit facilities issued by a Bank

 within a month prior to date of closing of Bids.

 \*3 current work commitment = work remaining uncompleted

 (Documentary evidence to justify shall be submitted)

 \*4 *15% of estimated cost of the Bid.*

 Revised on 12-06-2020

(3.0) Add following Sub-Clause

(3.6) Bidder shall submit two test samples packed in a suitable plastic box, sealed properly of 500 grams each with the Bid. Test sample shall be placed in an envelope. Then this sample shall be enclosed in an another envelope bearing the Name of the Contract and the Contract Number and the bidder’s name.

 (4) Funds required for this contract is available under ……………………………………

(6.2) The address for the purchasing of Bidding Document

 Assistant General Manager (Tenders & Contracts),

 National Water Supply & 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 210 days from the date of closing of Bid

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

The Chairman, Cabinet Appointed Procurement Committee,

 Procurement Division,

 Ministry of Urban Development, Water Supply and Housing Facilities,

No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla,

Sri Lanka

c) “Not to be opened before ………(Time) on ………….. (Date)”

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

 Cabinet Appointed Procurement Committee,

 Procurement Division,

Ministry of Urban Development, Water Supply and Housing Facilities,

No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla, Sri Lanka

(18.2) The deadline for submission of Bid

Date:………………………. Time: ……………………………….

(21.1) The place for opening of Bids,

 Cabinet Appointed Procurement Committee,

 Procurement Division,

Ministry of Urban Development, Water Supply and Housing Facilities,

No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla, Sri Lanka.

 Revised on 12-06-2020

(27.1) 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.

(27.4) 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.

(29.1) Add to the Clause

 After evaluation of Bids in accordance with the procedures described under Clauses 23, 24, 25, 26, 27 and 28, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Procurement Appeal Board at the address given below. Such representation shall be self-contained to enable the Appeal Board to arrive at a conclusion and a cash deposit to amount given below shall be made. The Appeal Board may request the bidder who had made representation to submit further evidence during the investigations. The cash deposit will be forfeited unless the Employer change the original contract award decision in favour of the bidder who has made such representation.

Address : The Secretary

 Appeal Board, Presidential Secretariat

 Colombo, Sri Lanka.

 Cash Deposit : Rupees 100,000.00

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

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

Revised on 30-08-2019

**BIDDING DATA**

(Please note that the Clause numbers given here under are that of Instruction to Bidder)

**Clause Reference Number**

**Instructions to Bidders**

(1) The supplier is expected to supply …………… tonne of Hydrated Lime conforms to the Specification.

The Quantity may vary + 5%. Payments will be made on actual quantities.

Add to the clause

Hydrated Lime to be supplied shall be new and age from the date of Manufacturing shall be not more than 02 months when shipping.

2.1 (c) Add to the Clause

In case of Product Conformity Certificate for the Standards given in Section 6 of the Bidding Document is not available, bidder shall provide a Test Certificate of Hydrated Lime for the conformity to the Standards given in Section 6 of the Bidding Document from one of the Inspection Agencies listed in the Clause 8 of the Conditions of Contract or any accredited Testing Laboratory which is a member of International Laboratory Accreditation Corporation and issued within 9 months prior to the closing of the Bid.

2.2. Qualification

2.2 (a)

(i) That the manufacturer shall have produced and supplied at least …… tonne of Hydrated Lime for drinking water during the last three years. Documentary evidence from clients shall be provided with the Bid.

(iii) Add to the Clause

 If the manufacturer fail to replace the unacceptable goods, the balance 25% payment of foreign component and balance local component shall not be paid. In addition the performance guarantee shall be encashed and the immediate action shall be taken to suspend issuing bidding documents to the supplier and manufacturer and thereafter action shall be taken to blacklist the supplier and manufacturer by the NWSDB. The bidder shall submit a guarantee to confirm the above in the form given in Appendix 10.

(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 availability of credit facilities issued by a Bank

within a month prior to date of closing of Bids.

 \*3 current work commitment = work remaining uncompleted

(Documentary evidence to justify shall be submitted)

 \*4 *15% of estimated cost of the Bid.*

 Revised on 12-06-2020

(3.0) Add following Sub-Clause

(3.6) Bidder shall submit two test samples packed in a suitable plastic box, sealed properly of 500 grams each with the Bid. Test sample shall be placed in an envelope. Then this sample shall be enclosed in an another envelope bearing the Name of the Contract and the Contract Number and the bidder’s name.

 (4) Funds required for this contract is available under ……………………………………

(6.2) The address for the purchasing of Bidding Document

 Assistant General Manager (Tenders & Contracts),

 National Water Supply & 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, Ministry Procurement Committee,

 Procurement Division,

Ministry of Urban Development, Water Supply and Housing Facilities,

No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla,

Sri Lanka.

c) “Not to be opened before ………(Time) on ………….. (Date)”

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

 The Chairman, Ministry Procurement Committee,

 Procurement Division,

Ministry of Urban Development, Water Supply and Housing Facilities,

No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla, Sri Lanka.

(18.2) The deadline for submission of Bid

Date:………………………. Time: ……………………………….

(21.1) The place for opening of Bids,

 Ministry Procurement Committee,

 Procurement Division,

Ministry of Urban Development, Water Supply and Housing Facilities,

No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta, Battaramulla, Sri Lanka

Revised on 12-06-2020

(27.1) 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.

(27.4) 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 inspection.

(29.1) Add to the Clause

 After evaluation of Bids in accordance with the procedures described under Clauses 23, 24, 25, 26, 27 and 28, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Ministry Procurement Appeal Board at the address given below. Such representation shall be self-contained to enable the Appeal Board to arrive at a conclusion and a cash deposit to amount given below shall be made. The Appeal Board may request the bidder who had made representation to submit further evidence during the investigations. The cash deposit will be forfeited unless the Employer change the original contract award decision in favour of the bidder who has made such representation.

Address :The Secretary,

 Ministry Procurement Appeal Board,

 Ministry of Urban Development, Water Supply and Housing Facilities,

 No. 35, “Lakdiya Madura”, New Parliament Road, Pelawatta,

 Battaramulla, Sri Lanka

Cash Deposit : Rupees 25,000.00

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

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

Revised on 12-06-2020

**BIDDING DATA**

(Please note that the Clause numbers given here under are that of Instruction to Bidder)

**Clause Reference Number**

**Instructions to Bidders**

(1) The supplier is expected to supply …………… tonne of Hydrated Lime conforms to the Specification.

The Quantity may vary + 5%. Payments will be made on actual quantities.

Add to the clause

Hydrated Lime to be supplied shall be new and age from the date of Manufacturing shall be not more than 02 months when shipping.

2.1 (c) Add to the Clause

In case of Product Conformity Certificate for the Standards given in Section 6 of the Bidding Document is not available, bidder shall provide a Test Certificate of Hydrated Lime for the conformity to the Standards given in Section 6 of the Bidding Document from one of the Inspection Laboratory listed in the Clause 8 of the Conditions of Contract or any accredited Testing Laboratory which is a member of International Laboratory Accreditation Corporation and issued within 9 months prior to the closing of the Bid.

2.2. Qualification

2.2 (a)

(i) That the manufacturer shall have produced and supplied at least …… tonne of Hydrated Lime for drinking water during the last three years. Documentary evidence from clients shall be provided with the Bid.

(iii) Add to the Clause

If the manufacturer fail to replace the unacceptable goods, the balance 25% payment of foreign component and balance local component shall not be paid. In addition the performance guarantee shall be encashed and the immediate action shall be taken to suspend issuing bidding documents to the supplier and manufacturer and thereafter action shall be taken to blacklist the supplier and manufacturer by the NWSDB. The bidder shall submit a guarantee to confirm the above in the form given in Appendix 10.

(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 availability credit facilities issued by a Bank

 within a month prior to date of closing of Bids.

 \*3 current work commitment = work remaining uncompleted

 (Documentary evidence to justify shall be submitted)

 \*4 *15% of estimated cost of the Bid.*

 Revised on 12-06-2020

(3.0) Add following Sub-Clause

(3.6) Bidder shall submit two test samples packed in a suitable plastic box, sealed properly of 500 grams each with the Bid. Test sample shall be placed in an envelope. Then this sample shall be enclosed in an another envelope bearing the Name of the Contract and the Contract Number and the bidder’s name.

(4) Funds required for this contract is available under ……………………………………

(6.2) The address for the purchasing of Bidding Document

 Assistant General Manager(Tenders & Contracts),

 National Water Supply & 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 Procurement Committee,

 C/o, Assistant General Manager (Tenders Contracts),

National Water Supply and Drainage Board,

Galle Road, Ratmalana,

Sri Lanka.

c) “Not to be opened before ………(Time) on ………….. (Date)”

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

 Department Procurement Committee,

C/o, Assistant General Manager (Tenders Contracts),

National Water Supply and Drainage Board,

 Galle Road, Ratmalana,

Sri Lanka.

(18.2) The deadline for submission of Bid

Date:………………………. Time: ……………………………….

Revised on 30-08-2019

(21.1) The place for opening of Bids,

 Department Procurement Committee,

C/o, Assistant General Manager (Tenders Contracts),

Tenders & Contract Branch,

National Water Supply and Drainage Board,

 Galle Road,

Ratmalana,

Sri Lanka

(27.1) 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.

(27.4) 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 inspection.

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

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

Revised on 30-08-2019

**5. Contract Data**

* + - **General**
		- **Delivery Schedule**
		- **Payment Schedule**

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

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

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

Revised on 29-06-2018

# contract data

Contract Data is a part of Condition of Contact and shall be read together. If any discrepancy is founds content of the Contract Data shall supersede the Conditions of Contract

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

#### Clause Reference Number

**General Conditions of Contract**

1.1 (f) Contract period is ……….. days from the Date of Letter of Acceptance of the Bid.

1.1 (j) Add to clause

 The Employer is

 Name:National Water Supply and Drainage Board.

 Address: Galle Road, Ratmalana.

 Employer’s authorized representative is

 The Chairman

 NWSDB

 Galle Road, Ratmalana

1.1 (k)The Engineer is

 General Manager,

 National Water Supply and Drainage Board.

Galle Road, Ratmalana.

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

8.2Number of pre-shipment Inspection by the Employer shall be limited to one (anyone of the shipments) and shall be decided by the Engineer. Pre-shipment inspection shall be carried out by a NWSDB engineer and NWSDB chemist.

8.1.8 Add to the Sub-Clause

Nominated inspection agency shall carryout inspection & testing to confirm the weight of the goods shipped and confirmation shall be given in the Form of Appendix 14.

8.2.5 Incidental allowance and the combined allowance to NWSDB Engineer/ Chemist shall be paid as specified in the Appendix 16.

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

15.2 The validity of warranty shall be 12 months from the date of acceptance of the Hydrated lime by the NWSDB or 18 months from the date of Manufacture of Hydrated lime in accordance with the General Conditions of Contract.

Revised on 12-06-2020

16.2 (ii) Add the following Sub-Clause

(c) As an Alternative to 16.2(ii) (a) & (b), 100% of the foreign component shall be paid on production of all the documents as detailed in Cause 10 hereof together with an advance payment guarantee payable on demand equivalent to an amount of 25% of the foreign component, from a reputed Bank approved by the Central Bank of Sri Lanka. The advance payment guarantee shall be in the form given in Section 11 and shall be valid until 3 months beyond the contract period.

If the manufacturer fails to replace the unacceptable goods, the balance 25% payment of foreign component and balance local component shall not be paid. In addition the performance guarantee shall be encashed and the immediate action shall be taken to suspend issuing bidding documents to the supplier and manufacturer and thereafter action shall be taken to blacklist the supplier and manufacturer by the NWSDB. The bidder shall submit a guarantee to confirm the above in the form given in Appendix 11.

If 100% foreign component is paid on submission of Bank guarantee for 25%, this Bank guarantee shall be encahsed if the manufacturer fails to replace unacceptable goods within a stipulate time period without affecting the program of the contract.

16.3 Add Sub-Clause 16.3 (b)

As an alternative in respect of payments due in foreign currency up to an equivalent amount of US$ 50000, through Telegraphic Transfer System on submission of an unconditional, on demand advance payment guarantee equal to the value of Telegraphic Transfer from a commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka and valid beyond 28 days of the Contract period.

If the supplier fails to deliver the goods on time up to the requested quality, the Advance payment guarantee shall be forfeited. Advance payment guarantee shall be released upon handing over goods at site and acceptance by the Engineer.

23.1 The amount of liquidated damages shall be Rs. …………………………

per shipment per day of delay.

31.1 (a) Purchaser’s address for notice purposes shall be as follows:

 General Manager,

 National Water Supply and Drainage Board,

 Galle Road, Ratmalana,

 Sri Lanka.

 Facsimile Number : Colombo, 011-2635885

 E Mail : gmnwsdb@sltnet.lk

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

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

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

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

Revised on 30-08-2019

Revised on 09-02-2016

Revised on 03-01-2013

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]

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ItemNo. | Description of Goods | Quantity | Unit | Final Destination as specified in Bidding Data*[insert place of Delivery]* | Delivery Date |
| **Purchaser’s delivery date as per the contract** | **Bidder’s offered Delivery date [to be** **provided by the bidder]** |
| 01 | Supply & Delivery of Hydrated Lime |  | tonne |  |  |  |
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|  |  |  |  |  |  |  |

 tonne – Metric Tonnes

**PAYMENT SCHEDULE (As per the General Conditions of Contract Cl. 16.2 (ii) (a) & (b))**

Letter of Credit will be opened by the Purchaser. No Advance payment will be made.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **STAGE OF PAYMENT** | **STAGE OF CONTRACT** | **DOCUMENT TO BE SUBMITTED** | **AMOUNT OF PAYMENT** | **REMARKS** |
| **(A) Foreign Payment** |
| 1 | First installment | On shipping the items part or fully | * Copies of the Supplier’s invoice showing description of Goods, quantity, unit price, total amount and HS Code Number;
* 3 copies of clean on-board bill of lading marked freight prepaid.
* Copies of packing list identifying contents of each package and measurements
* Manufacturer’s warranty certificate as per Clause 15 hereof.
* Inspection certificates, issued by the nominated inspection agency.
* Manufacturer’s Inspection and Test Certificate
* Certificate of origin
* Certificate of conformity to the standards specified in the specifications or test certificate as per clause 2.1(c).
* Inspection and test certificate by the NWSDB pre-shipment Inspection team.
 | 75% of foreign component of the items shipped on Letter of Credit. |  |
| 2 | Balance foreign component | Final acceptance by the Engineer based on the delivery and other obligations. | On production of a Final Acceptance Certificate issued by the Engineer.Engineer’s Representative’s approval for the balance payment of Foreign Component. | Balance 25% of the foreign component.  | The total Contract Sum shall become payable within 60 days from the date of the Engineer’s Final Acceptance Certificate |
| **(B) Local Payment** |
| 3 | First Payment | On delivery and stacking of the Goods at site | Document providing the delivered Goods are in compliance with the contract.Written request for the payment in the form of an Invoice based on BOQ and Engineer’s Representatives approval for the payment. | 90% of the Local component of the Contract Price less Agents commission and Bank charges | Sri Lanka Rupees component by a cheque in favour of the supplier. |
| 4 | Balance Local Payment | Final acceptance by the Engineer for the delivery and other obligations | A written request for balance payment in the form of an invoice based on the BOQ and Engineer’s Representative’s approval for the payment  | 10% of the Local component of the Contract Price less Agent’s commission and remaining Bank charges. | The total Contract Sum shall become payable within 60 days from the date of the Engineer’s Final Acceptance Certificate. |
| 5 | Agent’s Commission | On Final Acceptance Certificate. | A written request for the Agent’s Commission and Engineer’s Representative’s approval for the payment | As requested by the Contractor in their offer. |  |

Revised on 12-06-2020

**PAYMENT SCHEDULE(As per the General Conditions of Contract Cl. 16.2 (ii) (c))**

Letter of Credit will be opened by the Purchaser. No Advance payment will be made.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **STAGE OF PAYMENT** | **STAGE OF CONTRACT** | **DOCUMENT TO BE SUBMITTED** | **AMOUNT OF PAYMENT** | **REMARKS** |
| **(A) Foreign Payment** |
| 1 | First installment | On shipping the items part or fully | * Copies of the Supplier’s invoice showing description of Goods, quantity, unit price, total amount and HS Code Number;
* 3 copies of clean on-board bill of lading marked freight prepaid.
* Copies of packing list identifying contents of each package and measurements
* Manufacturer’s warranty certificate as per Clause 15 hereof.
* Inspection certificates, issued by the nominated inspection agency.
* Manufacturer’s Inspection and Test Certificate
* Certificate of origin
* Certificate of conformity to the standards specified in the specifications.
* An advance payment guarantee issued by a bank for the 25% of the foreign component valid until 91 days beyond the contract period.
* Inspection and test certificate by the NWSDB pre-shipment Inspection team.
 | 100% of foreign component of the items shipped on Letter of Credit. |  |
| **(B) Local Payment** |
| 3 | First Payment | On delivery and stacking of the Goods at site | Document providing the delivered Goods are in compliance with the contract.Written request for the payment in the form of an Invoice based on BOQ and Engineer’s Representatives approval for the payment. | 90% of the Local component of the Contract Price less Agents commission and Bank charges | Sri Lanka Rupees component by a cheque in favour of the supplier. |
| 4 | Balance Local Payment | Final acceptance by the Engineer for the delivery and other obligations | A written request for balance payment in the form of an invoice based on the BOQ and Engineer’s Representative’s approval for the payment  | 10% of the Local component of the Contract Price less Agent’s commission and remaining Bank charges. | The total Contract Sum shall become payable within 60 days from the date of the Engineer’s Final Acceptance Certificate. |
| 5 | Agent’s Commission | On Final Acceptance Certificate. | A written request for the Agent’s Commission and Engineer’s Representative’s approval for the payment | As requested by the Contractor in their offer. |  |

Revised on 12-06-2020

**6. SPECIFICATION**

Revised on 29-06-2018

### *Add relevant Specifications*

### *from NWSDB web*

### *(under the “Restrict Links”)*

***as per the***

***requirement of the work.***

**Note:-**Add the relevant specification from the NWSDB web under the “Restrict Links”

**7. KEY FEATURES OF SPECIFICATIONS**

##### Key Features of Specifications

##### Hydrated Lime shall conform to Technical Specifications and relevant standards.

##### Manufacturers factory shall have ISO 9001:2015, Quality Management System

##### Standards.

1. Manufacturers shall provide Product Conformity Certificate/Test Certificate from an Independent Inspection Agency specified in the General Conditions of Contract or any accredited Testing Agency which is a member of International Laboratory Accreditation Corporation.
2. Packing and marking shall be done as specified.
3. Sampling shall be done as specified.
4. Method of Testing shall be as specified in the SLS 682 :1984 which is include in the Specification.
5. Delivery, Storing, Protection during delivery and Quality and workman ship shall be as specified.

8. Hydrated Lime to be supplied shall be new and age from the date of manufacture shall be not more than 02 months when shipping.

 9. Hydrated Lime shall be stored in dry place with proper packing.

Revised on 29-06-2018

Inspections and Tests

The following inspections and tests shall be performed :

1. Testing for the conformity of the specifications at Manufacturer’s factory by Employer.
2. Testing for the conformity to the specification by the Independent testing Agencies mentioned in Clause 8 of General Conditions of contract.
3. Testing for the conformity to the specifications at delivery to the Employer by the Employer at the delivery points.
4. Inspection of Manufacturer’s factory by a team of Inspectors appointed by the Engineer. Please refer Clause 8.2 of the Condition of Contract in Volume 1 for this purpose.
5. Any other tests as specified in the specification and as requested by the Employer.

Please note that testing facilities equipment, chemicals supporting staff etc. shall be provided by the Manufacturer for the tests to be done at Manufacturer’s factory and the manufacturer has to perform all the tests specified in the SLS 682:1984 in the presence of Team of Inspectors of the Employer/Engineer.

Costs for all above tests except tests to be done at delivery points by the employer shall be borne by the Manufacturer/Contractor.

Revised on 30-08-2019

**8. DEVIATIONS 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 and also such deviation if any shall be subject to Clause 27 of Instructions to Bidders.

Deviations

Revised on 30-08-2019

**9.SCHEDULE OF PARTICULARS**

1. **Notes on Schedule of Particulars**

a) The bidders are necessarily be required to complete fully the schedule of particulars given in the bidding document for Hydrated Lime.

b) where catalogues, technical literature and drawings accompanying the bid, their references should be quoted in the Schedule of Particulars;

c) Where the bidder's specification is not conforming to the minimum specification, the offer will be rejected.

2. The Bills of Quantities contains for Hydrated Lime conforms to the technical specifications and standards specified therein.

Revised on 07-01-2013

**SCHEDULE OF PARTICULARS**

1. Country of Manufacture:
2. Manufacturer and Address:
	* 1. Standards to which Hydrated Lime conform:

 1.3.2 No.of shipment proposed by the bidder :

 ………………………………………..

1. Is Certificate for conformity to standards of relevant standards Institution provided:
2. Is ISO 9001 : 2015 Quality Management System certificate provided?
3. Date of Manufacture
	1. Form of Hydrated Lime and size (either Lump/ Powder)

* 1. Colour :
	2. Port of shipment :
	3. Packing and protection in transit :
	4. Time of delivery:
	5. Reference of the catalogues, technical literature, drawing provided with the bid:
	6. Name and address of the Supplier’s agent in Sri Lanka:
	7. Deviations from specifications (if any):

Revised on 29-06-2018

Revised on 14-12-2016

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

(2) **Description of Items**

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

(3) **Rates and prices**

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

a) All services and goods which according to the true intent and meaning of the contract may be reasonably inferred as necessary for completion of delivery of the goods 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.

c) All costs arising out of inspection testing, packing, transportation, clearing, loading, unloading, stacking, shipping line charges, warehouse rent, any demurrages, Agents Commission if any and other minor expenses except 3rd party inspection as per Clause 8.1 of the General Condition of Contract & Pre-shipment Inspection by the Engineer as per Clause 8.2 of General Conditions of Contract.

 Cost of third party inspection and pre-shipment inspection by the Engineer shall be given separately in the Summary of Bills. They shall not be included with the unit rates/ prices.

(4) Unit rates accepted by the Employer shall be held good and effective until the supply is completed and accepted by the Employer.

(5) A rate and/or amount is to be entered against each item in the Bill of Quantities whether quantities are stated or not. The cost of any item against which a rate has not been entered shall be deemed to be covered by other contract rates.

(6) The materials covered by items in the Bills of Quantities are as detailed in the Specifications.

(7) All materials packed in accordance with the relevant sub-section in the specification with a maximum weight of 25 kg.

(8) The rates and/or prices entered against items in the Bills of Quantities shall be excluding the VAT as the VAT is considered separately

Revised on 30-08-2019

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**SUPPLY AND DELIVERY OF ……. Tonne OF**

**HYDRATED LIME**

**CONTRACT No. ……………………………………**

**BILL No. 01**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Qty** | **Unit** | **Rate** | **Amount** |
| **Foreign Cost****Component****(FOB)****USD** | **Local Cost****Component****SLRs.** | **ForeignCost****Component****(FOB)****USD** | **Local Cost****Component****SLRs.** |
| 1. | Supply & Delivery of Hydrated Lime |  | tonne |  |  |  |  |
|  | Total of Page 10-2Carried to Summary of Bills 10-3 |  |  |  |  |  |  |

Revised on 29-06-2018

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**SUPPLY AND DELIVERY OF ……. tonne OF HYDRATED LIME**

**CONTRACT No. ……………………………………**

**SUMMARY OF BILL NO. 01**

|  |  |  |
| --- | --- | --- |
|  | **Unit** | **Amount** |
| **Page Number** | **Foreign Cost** **(USD)** | **Local Cost** **(SL Rs.)** |
| Total of Page No. 10-2 | - |  |  |
| Freight | Sum |  |  |
| Incidental Allowance and Combined allowances for Pre-shipment Inspection for Engineer/Chemist by Employer as per clause No. 8.2.5 of Conditions of Contracts.(No.of Pre-shipment inspection shall be limited to one) | Sum |  |  |
| Cost of Inspection & Testing by Independent Inspection Agency | Sum |  |  |
| **Summary of Bill No 01****Carried to the Page No. 10-5** | **-** |  |  |

Name of the Inspection Authority : ………………………………………………………………………

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

Revised on 17-05-2019

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**SUPPLY AND DELIVERY OF ……. tonne OF HYDRATED LIME**

**CONTRACT No. ……………………………………**

**DETAILS OF SUMMARY OF BIILS**

|  |  |
| --- | --- |
| Description | Amount |
| **Foreign Cost****(USD)** | **Local Cost****(SL Rs.)** |
| FOB (Net)  | ……………………… |  |
| Freight  | ……………………… |  |
| C&F | ……………………… |  |
| Agency Commission in SL Rupees (as a percentage of or in relation to the FOB Price)Other Local Cost |  | ……………………….………………………. |
|  |  |  |

Note :- Details given in the page shall not carry forward to the Summary of Bills. This is only a break down for evaluation purposes.

### NATIONAL WATER SUPPLY AND DRAINAGE BOARD

Revised on 30-08-2019

**SUPPLY & DELIVERY OF ……….tonne OF HYDRATED LIME**

**CONTRACT NO. …………………………………**

#### SUMMARY OF BIILS

|  |  |  |
| --- | --- | --- |
| **Bill No.** | Description | Amount |
| **Foreign cost****(USD)** | **Local Cost****(SLRs.)** |
| 01 | Supply & Delivery of Hydrated Lime |  |  |
|  |  |  |
|  | Sub Total |  |  |
|  | Less Discount (if any) |  |  |
|  |  |  |
|  |  |  |  |
|  | Total of Bid Price carried to Form of Bid (excluding VAT) in page 3-1. |  |  |
|  |  |  |  |

VAT Registration Number:…………………………………………………………………….

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

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

Name of the Inspection Authority : ………………………………………………………………………

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

Revised on 17-05-2019

**11. Specimen FORMS**

* **BID SECURITY**
* **CONTRACT AGREEMENT**
* **PERFORMANCE security**
* **letter of acceptance**
* **ADVANCE PAYMENT GUARANTEE**

 **(For 25% of foreign component)**

* **ADVANCE PAYMENT GUARANTEE**

 **(For Telegraphic transfer)**

Revised on 17-05-2019

Revised on 25-06-2015

**FORM OF BID SECURITY**

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

………………………

………………………..

Beneficiary : Chairman

National Water Supply and Drainage Board

Galle Road, Ratmalana, Sri Lanka

Date……………… BID SECURITY No: ……………………………

We have been informed that …………………………………………………………………. [*name of the Bidder ; if joint venture, list complete legal names of partners*] (*hereinafter called “the Bidder*”) has submitted to you its bid dated ……………….. [*insert date*] (*hereinafter called “ the Bid*”) for the execution / supply of ………………………………………………………….

.[*name of contract*] under Contract No……………………………… .

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

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 Guarantee 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 Guarantee must be received by us the office on or before that date………………………………….

………………………………………………

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

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA**

Revised on 27-12-2017

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

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**SUPPLY AND DELIVERY OF ………. tonne OFHYDRATED LIME**

**CONTRACT No.: ……………………………………**

**CONTRACT AGREEMENT**

Contract Agreement made and entered into between the National Water Supply and Drainage Board, a corporate body duly established under the provisions of the National Water Supply and Drainage Board Law No. 2 of 1974 and having its Head Office at Ratmalana in Sri Lanka (hereinafter sometimes referred to as "the Board") of the one part and Messrs …………… .........................……………………………………………………………….which duly incorporated under the laws of Democratic Socialist Republic of Sri Lanka and having registered its office at………………………………………………….….................................. ..............................................................................…………................................. (hereinafter called "the Supplier" which term of expression shall where the context so requires or admits mean and include its successors and permitted assigns) of the other part.

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

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

NOW it is hereby agreed as follows:

1. For the consideration hereinafter mentioned the Supplier shall, upon and subject to the conditions hereto annexed, complete the Works referred to in the said Bills of Quantities or Schedule of Rates and in the said specifications and Conditions of Contract to the entire satisfaction of the Board on or before………….………………............. ...…….................... ..……. ………………………………………………… 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 Supplier shall for all purposes where so ever be read, regarded and construed as part and parcel of the Agreement.

3. The Supplier will be paid for the said execution of the Works the sum of Foreign 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.

Revised on 12-06-2020

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

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;

"The Procurement Committee" shall mean the Procurement Committee appointed for the purpose of determining the Bid.

"The Contractor" or "The 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.

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

"The 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.

"The 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.

"The Government" shall mean the Government of the Democratic Socialist Republic of Sri Lanka.

"The Purchaser" or "The Board" or “the Employer” shall mean the National Water Supply and Drainage Board.

"Months" shall mean calendar months.

"The 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 annexures, Securities and Guarantees, Appendices.

"The 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.

"The Works" shall mean the supply and delivery of Goods and the Services.

Revised on 29-06-2018

"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.

"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, Sri Lanka and……………………... ...............Board Member of the National Water Supply and Drainage Board, Sri Lanka at ..........................……………………………..…………………………………………..on the ........................................................ day of ………................................................ Two Thousand and ...................................................... in the presence of the following Witnesses.

Chairman .............................………………...... Board Member ..............………..............

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

WITNESSES

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 Supplier

WITNESSES

Signature1 :....................……….. Signature 2 : …….......................

Name :……………………….. Name :………………………

Address ................................. Address ............................…

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

Capacity ……………………. Capacity …………………

Revised on 29-06-2018

**FORM OF PERFORMANCE SECURITY (Unconditional)**

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

…………………………..

…………………………..

Beneficiary : Chairman

National Water Supply and Drainage Board

Galle Road,Ratmalana, Sri Lanka.

Date ……………..

**PERFORMANCE SECURITY No**.: …………………………………………………..

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

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

At the request of the Contractor, we ……………………………………………………….. [*name of Agency*] hereby irrevocably under take to pay you any sum or sums not exceeding in total and amount of (Foreign currency) ……………….…………………. ………………………………………………….………………………………*[in words]* and Rupees …………………………..……………………...…………………………..*(amount in words)*, (Foreign currency) …………………………….

And LKR………………………. *(amount in figures)*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation (s) under the Contract, without your needing to prove or to show grounds for your demand or the sums specified therein.

This shall expire, no later than the ………………… day of ………………… , 20 …………… [03 months beyond the Contract Period] 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

Revised on 27-12-2017

**Regd. Post**

# ………………………[File No]

………….………………*.[date]*

M/s ………………………………………….

………………………………………………

………………………………………………

Dear Sirs,

**Letter of Acceptance of Contract for the**

Supply & Delivery of ………. tonne of HYDRATED LIME

CONTRACT NO: ………………………….

We are pleased to inform you that your offer submitted on ……………………*[date]* on the above tender, amounting to United States Dollars ………………… ……………………………………….(US$......................./=) Plus Sri Lanka Rupees …………………………………………………………………………………………. (LKR………………………..) has been accepted.

* Custom duties on goods of supply under the contract will be paid by the purchase directly to the ……………………………
* Applicable VAT will be payable on production of Tax Invoices. The Registered No. for NWSDB for VAT is 4090318207000.
* Hydrated Limeshould be from ……………………………………………….

Each item should be marked legibly and indelibly as specified in Clause 5 (Page 6au 6 &7) of Technical specifications.

Inspection and Testing of goods should be carried as per Clause 8 of General Conditions of Contract (Page 2-6 to 2-9) with respect to quantity, quality and loading prior to shipment and certificates should be forwarded to ……………………………*.[Name of the Engineer’s Representative]*

Hydrated Lime under this contract shall be supplied & delivered as per the delivery schedule attached herewith within ……….. months from the date hereof.

Revised on 12-06-2020

The liquidated damages for any delay beyond the above period shall be LKR…………/= per shipment per day of delay.

Performa Invoice shall be submitted within 03 weeks from the date hereof, requesting the NWS&DB to open the Letter of Credit in the supplier’s name.

Performance Security in the prescribed format (a copy annexed) from a recognized commercial bank for an amount of 10% of the total contract price valid for a period of 28 days beyond the Contract Period shall be submitted within 14 days from the date hereof. Performance security shall be denominated in the currency of contract and proportionate to the each currency.

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

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

Yours faithfully,

# National Water Supply & Drainage Board

**General Manager**

# Copy to: Secretary, Ministry of Urban Development, Water Supply and Housing Facilities.

Auditor General – Duplicate offer and a copy of the Tender Board Decision attached

Commissioner of Inland Revenue

Addl. General Manager ……………

Deputy General Manager (IA)

Deputy General Manager (F)

Deputy General Manager …………..

Project Director ……………….

Chief Engineer …………….

Stores Copy

Revised on 12-06-2020

**FORM OF ADVANCE PAYMENT SECURITY**

*(For 25% of foreign component)*

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

…………………………….

……………………………

Beneficiary : Chairman

National Water Supply and Drainage Board

Galle Road, Ratmalana

Date ……………..

**ADVANCE PAYMENT SECURITY No**. ………………………………………

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

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

At the request of the Contractor, we ………………………………………………………. [*issuing agency*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total and amount of ………………. . [*amount in figures*] (…………………………………………… …………………………………….)[*amount in words*] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract without your needing to prove or to show grounds for your demand or the sums specified therein.

This security shall expire on …………… [91 days beyond the Completion Date]

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

……………………

[*Signature (s*)]

Signature and seal of the guarantor ………………………………………………………..………

Witness :

Name : …………………………………………………………………….

Address : …………………………………………………………….

 ………………………………………………………………………….

Revised on 17-05-2019

**FORM OF ADVANCE PAYMENT SECURITY**

*(For Telegraphyc transfer)*

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

…………………………….

……………………………

Beneficiary : Chairman

National Water Supply and Drainage Board

Galle Road, Ratmalana

Date ……………..

**ADVANCE PAYMENT SECURITY No**. ………………………………………

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

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

At the request of the Contractor, we ………………………………………………………. [*issuing agency*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total and amount of ………………. . [*amount in figures*] (…………………………………………… …………………………………….)[*amount in words*] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract without your needing to prove or to show grounds for your demand or the sums specified therein.

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

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

……………………

[*Signature (s*)]

Signature and seal of the guarantor ………………………………………………………..………

Witness :

Name : …………………………………………………………………….

Address : …………………………………………………………….

 ………………………………………………………………………….

Revised on 17-05-2019

**12. APPENDICES**

**APPENDIX 1- DETAILS OF SIMILAR MANUFACTURESCOMPLETED 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** |
| **From**  |  **To**  |
|  |  |  |  |  |  |  |

Revised on 27-12-2017

# APPENDIX 2 – FINANCIAL STATEMENT

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

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

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

# Financial performance for the last 3 years

|  |  |  |  |
| --- | --- | --- | --- |
| Year | xxxx | xxxx | xxxx |
| Turnover from Contracting |  |  |  |
| Fixed Assets (FA) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
| Long Term Liabilities (LL) |  |  |  |
| Net Worth =Total Assets – Total Liabilities |  |  |  |
| Current Ratio = Current Assets Current Liability |  |  |  |
| Liquidity Ratio = Current Assets(except stock)Current Liability |  |  |  |
| Gearing Ratio =Debt Capital x 100 Total Capital Employed |  |  |  |
| Turnover x 100Total Operating Assets |  |  |  |
| Net Profit x 100Total Assets |  |  |  |

# APPENDIX 2A – AUTHORIZATION TO OBTAIN REFERENCES FROM BANKERS

**BIDDER SHALL FILL THIS FORM AND PROVIDE WITH THE BID**

……………………….[Bidder’s Name]

 ………………………………[Address]

 …………………………………………

 …………………………………………

Manager………………………[Name of Bank]

…………………………….[Address]

………………………………………

………………………………………

Dear sir,

We hereby Authorize the National Water Supply & Drainage Board, on behalf of the procurement Committee, to seek reference 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 office of the Bidder.

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

Revised on 29-06-2018

# Appendix 3 –CONFORMATION OF GOODS ARE FROMsame/singlE

# Manufacturer

[Address of the Manufacturer]

………………………………….

………………………………….

………………………………….

Chairman, Procurement Committee,

…………………………………………….,

…………………………………..,

**Supply & Delivery of ………. tonne of Hydrated Lime**

Contract No:…………………………

We,………………………………………….*[Name of Manufacturer]*…………………………….

..………………………………………………………………………………….………………….*[Address of the manufacturer]* confirm that the Hydrated Lime offered in this bid are manufactured by the same /single manufacturer.

…………………………………. ……………………………

Authorised officer of the Manufacturer Seal of the company

Name:…………………………

Revised on 30-08-2019

**Appendix 4 - Confirmation of Capability of Production andSupply according to Delivery Schedule**

[Address of the Manufacturer]

…………………………………………..

………………………………………….

………………………………………….

Chairman, Procurement Committee,

………………………………………,

………………………………….

**Supply & Delivery of ………. tonne of Hydrated Lime**

**Contract No…………………………………….**

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

………………………………………………………………………………..…………….*[address of manufacturer]*confirm that we have sufficient production capacity to produce the quantity of Hydrated Lime 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.

Revised on 30-08-2019

APPENDIX 5 - Manufacturer’s Authorization to sign the BID/Contract

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

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

No. : [insert contract number]

To : Chairman, Procurement Committee,

 ………………………………….,

 ………………………………..

**Supply & Delivery of ………. tonne of Hydrated Lime**

**Contract No…………………………………….**

We …………………………………………*[insert complete name of Manufacturer],* who are official manufacturers of Hydrated Lime having factories at ………………………………*[insert full address of Manufacturer’s factories],* do hereby authorize …………….…………………. *[insert complete name of Manufacturer]* to submit a bid the purpose of which is to provide Hydrated Lime 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 6 - BIDDER’s Authorization to sign the BID/Contract

Revised on 30-08-2019

[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]

To : Chairman, Procurement Committee,

 ……………………………………………,

 …………………………………………

**Supply & Delivery of ………. tonne of Hydrated Lime**

**Contract No…………………………………….**

We …………………………………………*[insert complete name of the Bidder]*, who ……………………………………….…………*[insert full address of Bidder]*, do hereby authorize …………….………………………….. *[insert complete name of Bidders authorize 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 7 - TOR for Independent Inspection Agency**

Revised on 30-08-2019

Testing of Hydrated Lime for the conformity to the specification

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

1. Colour
2. Form of Hydrated Lime :
3. Packing
4. Marking
5. Sampling
6. Method of Testing
7. Recommendations on

a). Conformity to the specification

b). Packing.

c) Suitability for the export to the employer’s country by a ship:

APPENDIX 8 - Manufacturer’s awareness of the TOR for

Independent Inspection Agency

[Address of the Manufacturer]

…………………………………………..

………………………………………….

………………………………………….

Chairman, Procurement Committee,

……………………………………..,

………………………………..

**Supply & Delivery of ………. tonne of Hydrated Lime**

**Contract No. ……………………………………………**

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

a) Appendix 7 – TOR for Independent Inspection Agency

b) Clause 6.1 of Instruction to Bidders in

 NWSDB/SBD/SUP/GOODS/FC/Ver1 - Volume 1

c) Appendix 9 – Check List for Pre-shipment by National Water Supply & Drainage Board Engineer /Chemist.

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

Authorised Officer of the Manufacturer. Seal of the Company.

Name :……………………………………

Revised on 30-08-2019

**Appendix 9–Check list for ptr-shipmeny bu national water**

 **supply & drainage board engineer / chemist**

Testing of Hydrated Lime for the conformity to the specification

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

1. Colour
2. Form of Hydrated Lime :
3. Packing
4. Marking
5. Sampling
6. Method of Testing
7. Recommendations on

a). Conformity to the specification

b). Packing.

c) Suitability for the export to the employer’s country by a ship:

Inspection and Testing Witnessed by,

Name 1 : ………………………………… Name 2 : ……………………………….

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

Date : ……………………………

Revised on 31-08-2017

**APPENDIX 10 - MANUFACTURER’S WARRANTY FOR THE HYDRATED**

**LIME SUPPLIED UNDER THE CONTRACT**

 [Address of the Manufacturer]

…………………………………………..

………………………………………….

Chairman,

National Water Supply and Drainage Board,

Galle Road, Ratmalana, Sri Lanka

**Supply & Delivery of ………. tonne of Hydrated Lime**

**Contract No…………………………………….**

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

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

………………………………………… ..…………….………

Authorized Officer of the Manufacturer. Seal of the Company.

Name :……………………………………

**APPENDIX 11 - Manufacturer’s GUARANTEE for theREPLACEMENT OF UNACCEPTABLE goods supplied under the contract**

Revised on 30-08-2019

[Address of the Manufacturer]

…………………………………………..

………………………………………….

Chairman,

National Water Supply and Drainage Board,

Galle Road, Ratmalana, Sri Lanka

**Supply & Delivery of ………. tonne of Hydrated Lime**

**Contract No…………………………………….**

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

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 :…………………………………

Revised on 26-10-2017

APPENDIX 12 – CONFIRMATION BY THE INDEPENDENT INSPECTION AGENCY THAT THE GOODS CONFORM TO THE SPECIFICATIONS AND OTHER REQUIREMENTS UNDER ALL WORKING CONDITIONS

1. Testing of Hydrated Lime for the conformity to the specification as given in the specification.

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

1. Colour
2. Form of Hydrated Lime :
3. Packing
4. Marking
5. Sampling
6. Method of Testing

8. Recommendations on

a). Conformity to the specification

b). Packing.

c) Suitability for the export to the employer’s country by a ship:

We here by confirm that the Poly Aluminium Chloride tested and conform to the specifications under all working conditions.

Name of the Inspection Officer : …………………………. ……………………………

Designation : ………………………... Company seal

Signature : ………………………...

Date : …………………………

Revised on 25-09-2017

APPENDIX 13 – CONFIRMATION BY THE MANUFACTURER THAT THE GOODS CONFORM TO THE SPECIFICATIONS AND OTHER REQUIREMENTS UNDER ALL WORKING CONDITIONS

1. Testing of Hydrated Lime for the conformity to the specification as given in the specification.

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

1. Colour
2. Form of Hydrated Lime :
3. Packing
4. Marking
5. Sampling
6. Method of Testing

8. Recommendations on

a). Conformity to the specification

b). Packing.

c) Suitability for the export to the employer’s country by a ship:

We here by confirm that the Poly Aluminium Chloride tested and conform to the specifications under all working conditions.

Name of the Inspection Officer : …………………………. ……………………………

Designation : ………………………... Company seal

Signature : ………………………...

Date : …………………………

Revised on 25-09-2017

**APPENDIX 14 – CONFIRMATION OF THE WEIGHT OF THE GOODS SHIPPED**

[Address of the Manufacturer]

…………………………………………..

………………………………………….

Chairman, Procurement Committee,

………………………………………….,

………………………………….

**Supply & Delivery of ………. tonne of Hydrated Lime**

**Contract No…………………………………….**

**Confirmation of the Weight of the Hydrated Lime shipped**

Number of packages / drums ……………………………..

Total weight of the goods shipped …………………….. tonne.

Confirmation of Weight Witnessed by,

Name 1 : ………………………………… Name 2 : ……………………………….

Position 1: ……………………………… Position 2: ………………………………

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

Date : ……………………………

Revised on 30-08-2019

**APPENDIX 15 – 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.

………………………………

Justice of the peace /

Commissioner for oaths

Before me ……………………

 Declarant

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 of …………….…….. 20….. .

Revised on 31-08-2017

**APPENDIX 16 - ENTITLED ALLOWANCES ON FOREIGN TRAVELS &**

 **RELATED EXPENSES**



Revised on 29-06-2018