GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF WATER SUPPLY AND DRAINAGE

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

IMPROVING COMMUNITY BASED RURAL WATER SUPPLY AND SANITATION IN POST CONFLICT AREAS OF MANNAR AND TRINCOMALEE DISTRICTS

NORTH EAST WASH PROJECT FUNDED BY AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT (AUSAID) THROUGH WORLD BANK

GRANT NUMBER: TF010773

SUPPLY AND DELIVERY OF 04Nos. MOTOR CYCLES FOR WATER SUPPLY ACTIVITIES IN MANNAR & TRINCOMALEE DISTRICTS

CONTRACT No : AGM (RWS)/PMU/ GOODS/2012/09

VOLUME 2

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

GALLE ROAD,

RATMALANA.

SRI LANKA

FEBRUARY 2012
DOCUMENT ISSUANCE CERTIFICATE
(To be filled at the time of issue by the authorized issuing officer)

1. STANDARD DOCUMENT REFERENCE NUMBER: NWSDB/SBD/SUP/GOODS/LC/Ver1

2. CONTRACT NUMBER : AGM (RWS)/PMU/ GOODS/2012/09

3. a) ISSUED TO : .................................................................
   b) ADDRESS : .................................................................
   c) TELEPHONE NUMBER : ..............................................
   d) FACSIMILE NUMBER : .................................................

4. a) TENDER FEE : Rs. .................... RECEIVED/NOT 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. 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/SBD/SUP/GOODS/LC/Ver 1 – October 2009
and available for purchasing at the Office of
Tenders & Contract Division, NWSDB,
Galle Road, Ratmalana or Contracts Division of
Respective Regional Support Centres of NWSDB.
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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.*

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<td>Page No. 1 - 9 Clause No. 10.1 (q)</td>
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INVITATION FOR BIDS
MINISTRY OF WATER SUPPLY AND DRAINAGE
NATIONAL WATER SUPPLY AND DRAINAGE BOARD

INVITATION FOR BIDS

SUPPLY AND DELIVERY OF 04 Nos. MOTOR CYCLES FOR WATER SUPPLY
ACTIVITIES IN MANNAR & TRINCOMALEE DISTRICTS

CONTRACT No.: AGM (RWS)/PMU/ GOODS/2012/09

The Chairman, Department Procurement Committee, National Water Supply and Drainage Board (NWSDB), Galle Road, Ratmalana, Sri Lanka, will receive sealed bids for the Supply and Delivery of 04 Nos. Motor Cycles for Water Supply Activities in Mannar & Trincomalee Districts up to closing of bids at ............... hours on .............. .

Bids should be submitted in the documents available at the office of the Assistant General Manager (Tenders and Contracts), National Water Supply & Drainage Board (NWSDB), Galle Road, Ratmalana between 09:00 hours to 12:00 hours and from 13:00 hours to 15:00 hours on normal working days up to ........................., upon payment of a non refundable fee of Rs.1000.00 plus VAT.

Bids will be opened immediately after the closing of bids, at the office of the Assistant General Manager (Tenders & Contracts), National Water Supply and Drainage Board, Galle Road, Ratmalana, Sri Lanka. Bidders or their authorised representatives may be present at the opening of bids.

Bidding Documents will be issued only to those who are manufacturers or their local accredited agents for Supply & Delivery of 04 Nos. Motor Cycles upon production of a letter of request for documents on a business letterhead together with the proof of Manufacture or their local accredited agents.

Alternative offers will not be accepted. Bidders who intend to submit alternative offers shall purchase bidding documents in required number and submit alternative offers as independent bids with separate bid securities.

Sealed bids may be either dispatched by registered post or hand delivered to Assistant General Manager (Tenders & Contracts), National Water Supply and Drainage Board, Galle Road, Ratmalana, Sri Lanka to receive on or before the closing time.

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.

For further details, please contact the Assistant General Manager (Tenders and Contracts), NWSDB, Galle Road, Ratmalana, Sri Lanka on telephone number 94 - 11-2605328 or 94-11-2635885, or facsimile number 94 -11-2635885.

Chairman,
NATIONAL WATER SUPPLY AND DRAINAGE BOARD
3. FORM OF BID
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 Tender pertaining to the above bid, along with Bills of quantities thereto, do hereby undertake to supply and delivery of 04 Nos. Motor Cycles for water supply activities in Mannar & Trincomalee Districts referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid price of Rupees ............................................................ (in words) ............................................................ (in figure) (excluding VAT). The make up of the aforesaid total Bid Price is given in the accompanying Bills of Quantities.

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

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

1. Duly completed sections 1 to 12 of Bidding Documents
2. Documentary evidence to establish eligibility of bid.
3. Documentary evidence to establish that goods and related services are offered from an eligible source and origin.
4. Documentary evidence to establish eligibility of goods offered.
5. Bid Security
7. Contract Data
8. Bidding Data
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: 2008/ BSEN ISO 9001: 2008 certificate(s), 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 series certificates and the specified product standard certificates.

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

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

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

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

Signature of Bidder : ............................................................
Name of Bidder : ............................................................
Address : ............................................................
Telephone Number : ............................................................
Facsimile Number : ............................................................
Date : ............................................................
Seal : ............................................................

Witnesses

1. Name : ............................................................
   Capacity : ............................................................
   Address : ............................................................
   Signature : ............................................................

2. Name : ............................................................
   Capacity : ............................................................
   Address : ............................................................
   Signature : ............................................................
4. BIDDING DATA
Bidding Data

The following specific data for the goods and related services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Clause Reference Number
Instructions to Bidders

(1) The supplier is expected to supply the following items of materials
Supply & Delivery of 04 Nos. Motor Cycles.

(3.6) Add the Clause
Period of time the vehicles are expected to be functioning (for the purpose of spare parts) 05 yrs.

(4) The source of funding is: AUSAID through World Bank

(4.1) Minimum qualification to qualify for the award of the Contract is :
Experience in Procurement of Motor bikes of at least one contract of a similar nature and complexity equivalent to the Procurement of Motor bikes over the last 5 years.

(4.2) The average annual Value of Work performed in the last five years in financial terms shall be at least Rs. 4.8million.

(4.3) The minimum amount of liquid assets and/or credit facilities provided by the reputed bank or bidders bankers net of other contractual commitments and exclusive of any advance payments which may be made under the contract shall be not less than Rs.12 million.

(7.1) For Clarification of bid purposes only, the Employer’s address is:
Assistant General Manager (Tenders and Contracts),
National Water Supply and Drainage Board,
Galle Road, Ratmalana.
Fax . 011 – 2622753         Tel:011-2605349

(10.1) (q) The Bidder shall submit the following additional documents:
...............................
.............................[insert list of documents, if any]

(12.1) The bidder shall quote the Contract Price in Sri Lankan Rupees.
(13.2) The amount of the Bid Security shall be: Rs.10,000/-

(13.3) The validity period of the bid security shall be up to 119. (specify the date)

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

(17.2) (b) The inner and outer envelopes shall be addressed to the following address.

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

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

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

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

(18.2) The deadline for submission of Bid

Date:……………………….. Time: …………………………………
(21.1) The place for opening of Bids,

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

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

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

(34.1) The amount of Advance payment is nil.
5. CONTRACT DATA
- General
- Delivery Schedule
- Payment Schedule
Contract Data

General

Clause Reference Number

General Conditions of Contract

1.1 (d) Contract period from the date of acceptance of bid is 45 days.

(f) The Purchaser / Employer is

Name : National Water Supply and Drainage Board
Address : Galle Road - Ratmalana
          Sri Lanka.

Name of Authorized Representative :

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

The Works consists of Supply and Delivery of 04 Nos. Motor Cycles for Water Supply activities in Mannar & Trincomalee Districts as per the specification of tender.

Intended Completion Date is 91 Days from the Start Date.

Name of the Contract : Supply and Delivery of 04 Nos. Motor Cycles for Water Supply activities in Mannar & Trincomalee Districts

Contract Number : AGM (RWS)/PMU/ GOODS/2012/09

The office for collection of bid forms is
Assistant General Manager (Tenders and Contracts)
NWSDB, Galle Road,
Ratmalana.

The non-refundable fee is Rupees 1,000/- Plus VAT, payable in cash

The Bid forms will be issued until .............................

3.2 The Engineers representative shall be the Deputy General Manager (North/East), National Water Supply & Drainage Board.
10.1 The Motor Cycles & other accessories shall be delivered at such places, in such quantities and within such period as specify in the attached delivery schedule.

15.2 Warranty certificate against premature malfunction of the Motor Cycles during the 1st 20000km of running or 12 months which ever occurs first.

The warranty shall be remain for period of one year in accordance with general conditions of contract. Manuf actures warranty for the whole vehicle and other major parts of the vehicle should be separately mentioned.

16.1 (i) The mobilization advance payment is nil.

23.1 The amount of liquidated damages shall be Rs.4,800/- per day of delay. Limit of liquidated damages shall not exceed 10% of contract price.

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

General Manager  
National Water Supply & Drainage Board  
Galle Road  
Rathmalana.

Facsimile Number : Colombo, 011 -2635885  
Email :gmnwsdb@slt.net.lk

Suppliers address for notice purpose shall be follows :

------------------------------------------------------------
------------------------------------------------------------
------------------------------------------------------------
------------------------------------------------------------
### DELIVERY SCHEDULE

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Goods</th>
<th>Quantity</th>
<th>Unit</th>
<th>Final Destination as specified in Bidding Data</th>
<th>Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Motor Cycle – 100 CC</td>
<td>02</td>
<td>No</td>
<td>Regional Support Center, NWSDB - Vauniya</td>
<td>45 days from the date of acceptance of the Bid</td>
</tr>
<tr>
<td>02</td>
<td>Motor Cycle – 100 CC</td>
<td>02</td>
<td>No</td>
<td>Regional Support Center, NWSDB - Trincomalee</td>
<td>45 days from the date of acceptance of the Bid</td>
</tr>
</tbody>
</table>
## PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>STAGE OF PAYMENT</th>
<th>STAGE OF CONTRACT</th>
<th>DOCUMENT TO BE SUBMITTED</th>
<th>AMOUNT OF PAYMENT</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 Advance</td>
<td>Nil</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02 Final</td>
<td>Final Acceptance</td>
<td>a). A written request for final (balance)</td>
<td>Total Contract Sum less</td>
<td>The Total Contract Sum shall become payable within 28 days from the date of the Engineers Final Acceptance Certificate.</td>
</tr>
<tr>
<td>Payment</td>
<td>by the Engineer for the delivery and other obligations</td>
<td>payment in the form of an invoice based on the BOQ.</td>
<td>previous payments including any advance payment made</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>b). Engineer’s approval for the payment</td>
<td></td>
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</tr>
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6. SPECIFICATIONS
SPECIFICATION FOR MOTOR CYCLES

Motor Cycle shall have following minimum specifications

<table>
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<tr>
<th>Engine &amp; Transmission</th>
<th>Type</th>
<th>4-Stroke Natural Air Cooled S.1 Engine</th>
</tr>
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<tbody>
<tr>
<td>Displacement</td>
<td></td>
<td>99.27 cc</td>
</tr>
<tr>
<td>Max Net Power</td>
<td></td>
<td>6.03KW(8.02bhp) @ 7500rpm</td>
</tr>
<tr>
<td>Max Net Torque</td>
<td></td>
<td>8.05Nm @ 4500rpm</td>
</tr>
</tbody>
</table>

| Fuel Consumption | Standard Condition | 108kmpl |

| Suspension       | Front             | Hydraulic Telescopic tyre 125mm travel |
|                 | Rear              | Hydraulic ‘Spring in Spring’ type, 100mm travel |

| Brakes           | Front             | 110mm Drum |
|                 | Rear              | 110mm Drum |

| Tyres            | Front             | 2.75*17”, 6PR |
|                 | Rear              | 3.00*17”, 6PR |

| Fuel Tank Capacity | Full | 13 Litres (reserve – 2 litres) |

| Electrical       | System             | 12(AC+DC) |
|                 | Head Lamp          | 12v 35W/35W(HS 1) |

| Dimensions       | Wheelbase          | 1235mm |
|                 | Kerb Weight        | 113kg |

2.0 Technical Literature

2.1 All technical literature pertaining to specification and performance (engine performance curve, dimension, etc.) in support of offer shall be submitted.

2.2 Successful renderer shall provide following manuals and catalogues.

- Driver / Operator manual – one with each vehicle
- A set of workshop manuals – 01
- A set of Spare parts Catalogue – 01
3.0 Warranty

3.1 The suppliers shall provide warranty for Engine/Gear Box/Accessories or for the whole vehicle.

4.0 Services

4.1 The supplier shall provide free services at 1000 and 5000 Km including the provision of labour, materials, lubricant etc.

5.0 Quality Assurance

5.1 Manufacturer must hold quality certificate of ISO 9001 or equivalent.

6.0 Registration

6.1 The supplier shall do the 1st registration and the cost shall be included in the Bid price.
7. SCHEDULE OF PARTICULARS
# QUESTIONNAIRE FOR MOTOR BIKES

1.0 **GENERAL**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
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<td>1.1 Country of Origin</td>
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<tr>
<td>1.2 Country of manufacture</td>
<td></td>
</tr>
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<td>1.3 Make</td>
<td></td>
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<tr>
<td>1.4 Model</td>
<td></td>
</tr>
<tr>
<td>1.5 Pay load capacity</td>
<td></td>
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<tr>
<td>1.6 Seating Capacity</td>
<td></td>
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<tr>
<td>1.7 Wheel Base</td>
<td></td>
</tr>
<tr>
<td>1.8 Cargo bed length / width/ height</td>
<td></td>
</tr>
<tr>
<td>1.9 Year of manufacture</td>
<td></td>
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<tr>
<td>1.10 Colour</td>
<td></td>
</tr>
<tr>
<td>1.11 Is it Brand New?</td>
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</table>

2.0 **ENGINE**

<table>
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<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
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<td>2.1 Type</td>
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<tr>
<td>2.2 Make &amp; Model</td>
<td></td>
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<td>2.3 Displacement CC</td>
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<td>2.4 Maximum output</td>
<td></td>
</tr>
<tr>
<td>2.5 Maximum Torque</td>
<td></td>
</tr>
<tr>
<td>2.6 Compression Ratio</td>
<td></td>
</tr>
<tr>
<td>2.7 Type of Air Cleaner</td>
<td></td>
</tr>
<tr>
<td>2.9 Type of Cooling</td>
<td></td>
</tr>
</tbody>
</table>

(Engine performance curves shall be annexed)

3.0 **TRANSMISSION**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Type of clutch control</td>
<td></td>
</tr>
<tr>
<td>3.2 Type of Gear Box</td>
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</table>

4.0 **BRAKES**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
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<td>4.1 Type of Brakes</td>
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</table>

5.0 **ELECTRICAL SYSTEM**

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<th>Question</th>
<th>Answer</th>
</tr>
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<td>5.1 Voltage</td>
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<td>5.2 Capacity of the alternator</td>
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5.3 Description of lighting & Signaling :
5.4 Is audible reverse warning provided? :

6.0 INSTRUMENT PANEL

6.1 Whether speedometer, Odometer and Trip counter provided :
6.2 Name the indicators on Panel :

7.0 SUSPENSION

7.1 Type of front and rear Axles :
7.2 Type of shock absorbers :
7.3 Type of Springs :

8.0 TYRES & WHEELS

9.1 Tyre Size :
9.2 Tyre Type :
9.3 Tyre Make :

9.0 ADDITIONAL EQUIPMENTS

10.1 Is rear view mirror provided? :
10.2 State whether standard tool kit :

10.0 LOCAL AGENT

11.1 Name & Address of local agent :
11.2 Indicate facilities (After sales services, availability Of spares & repair and workshop facilities) provided By the local agent (Please support these details with printed product literature)

11.0 WARRANTY

12.1 Warranty Period

1.0 TECHNICAL LITERATURE

15.1 Is a set of spare parts catalogues provided?
15.2  Is a set of workshop manuals provided?

14.0  DEVIATIONS
Deviations from specifications if any :
8. DEVIATION FROM SPECIFICATION
DEVIATIONS FROM SPECIFICATIONS

Preamble

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

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

Deviations

Note:

Additional sheets should be attached as necessary
9. BILL OF QUANTITIES
1. **Documents to be read in conjunction with the Bill of Quantities**

   1.1 Attention is directed to the Form of Bid, Notice to Bidders, Instructions to Bidders, Conditions of Contract, Specifications and Appendices, which are to be read in conjunction with the Bill of Quantities.

2. **Description of Items**

   2.1 General obligations and general descriptions of work and material given in the Conditions of Contract and the Specifications are not necessarily repeated in the Bill of Quantities.

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

   2.3 Reference is to be made to the Conditions of Contract, Specifications and the Appendices for detailed information.

3. **Contracts to be priced completely**

   3.1 The Bidders may price one or more of the Bills in the Bill of Quantities. Each priced bill must be complete by itself and the final summary, covering all bills, must be completed.

4. **Rates and Prices to be fully inclusive**

   4.1 In pricing the items of the Bills, the Bidder shall cover himself and will be deemed to have covered himself for:

   a) All services and materials which according to the true intent and meaning of the contract may be reasonably inferred as necessary for completion of delivery/installation of the materials and equipment in sound condition to the site as indicated in the schedule of delivery.

   b) All obligations, liabilities and responsibilities that the Contract Documents place upon the Bidders in connection with or in relation to the Contract.

   4.2 The Bidder shall include in his Bid prices, unless itemised separately for:

   (a) All costs and insurances of delivering the materials to the site/stores as indicated in the Schedule of delivery.
5. Bids with unit prices which are so unbalanced as to be detrimental to the Employer's interests may be rejected or cause rejection, at the discretion of the Employer.

6. Unit rates accepted by the Employer shall be held good and effective until the work is completed and accepted by the Employer.

7. If a bidder does not quote for an item of a bill, the particular bill shall be considered as incomplete and that bill shall not be taken for evaluation.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Rate Rs.</th>
<th>Amount Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply &amp; delivery of Motor Cycle (100CC) accessories and other services specified in the document.</td>
<td>04</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of Page No. 9/3 carried to Summary in Page No. 9/4**
### SUMMARY OF BILL

<table>
<thead>
<tr>
<th>BILL NO.</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Supply &amp; delivery of Motor Cycle 04 Nos. (100CC), accessories and other services specified in the document.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Less Discount (if any)</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total value of bid carried to form of bid (excluding VAT) in Page 3-1</strong></td>
<td></td>
</tr>
</tbody>
</table>

VAT (applicable rate: ............%)

Rs. ...........................................................................................................

VAT Registration No. .................................................................................

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

**Contract period of the work under this contract (filled by the bidder).**

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

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

On behalf of : .................................................................
Signature : .................................................................

Business Address: .................................................................
Name : .................................................................
................................................................
................................................................
Date : .................................................................
10. SPECIMEN FORMS

- BID SECURITY
- CONTRACT AGREEMENT
- PERFORMANCE GUARANTEE
- LETTER OF ACCEPTANCE
FORM OF BID SECURITY

……………………. [issuing agency’s name, and address of issuing branch or office]
…………………….
…………………….
Beneficiary : Chairman
National Water Supply and Drainage Board
Galle Road, Ratmalana

Date………………   BID GUARANTEE No : …………………

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

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

At the request of the Bidder, we ……………………………………………………….. [name of issuing agency] hereby irrevocably undertake 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)]
CONTRACT AGREEMENT

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

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

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

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

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

WHEREAS the Board is desirous of entering into a contract with the Contractor for the supply and installation of ...........................................................

............................................................................................................. to .................................................. at locations as specified in the Delivery Schedule and has accepted a Bid by the Contractor for the execution and completion of such works.

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

NOW it is hereby agreed as follows:

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

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

3. The Contractor will be paid for the said execution of the Works the sum of ............................................................(Rs.........................)
...(Rs.........................)
hereinafter sometimes referred to as the "Contract Price" or such as shall become payable hereunder according to the terms of the Contract.

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

5. The following terms used in this Agreement and or in the Specifications shall be understood as having the meanings hereby ascribed to them, namely;

(a) "The Procurement Committee" shall mean the Procurement Committee appointed for the purpose of determining the Tender.

(b) "The Contractor" or "The Supplier" shall mean the person or persons, firm or firms, company or companies who have contracted for the Procurement of the materials, equipment and installation herein specified and includes its successors and permitted assigns.

(c) "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.
(d) "The Engineer" shall mean the Officer for the time being holding the Office of or acting to the General Manager, National Water Supply and Drainage Board.

(e) "The Engineer's Representative" shall mean the authorized 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.


(g) "The Purchaser" or "The Board" shall mean the National Water Supply and Drainage Board.

(h) "Months" shall mean calendar months.

(i) "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, Bill of Quantities, Addenda, Articles of Agreement and their annexure.

(j) "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.

(k) "The Works" shall mean the supply, delivery and Installation of Goods and the Services.

(l) "Variation" shall mean any alteration of the description of any item in the Bill of Quantities or of the Specifications which in the opinion of the Engineer, is required for the perfect completion of the Works outlined in the Agreement.

(m) "RS or SL Rs." 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 and ........................................... Board Member of the National Water Supply and Drainage Board at ............................................................... on the ........................................ day of ........................................ Two Thousand and ........................................ in the presence of the following Witnesses.

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

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

WITNESSES

Signature 1: ........................................ Signature 2 : .................................
Name : ........................................ Name : ........................................
Address : ........................................ Address : ........................................
Capacity : ........................................ Capacity : ........................................

Signed by the said ................................................................. in the capacity of ........................................ at ........................................ on the ........................................ day of ........................................ Two Thousand and ................................ in the presence of the following Witnesses.

................................................................. Signature of Contractor

WITNESSES

Signature 1: ........................................ Signature 2 : .................................
Name : ........................................ Name : ........................................
Address : ........................................ Address : ........................................
Capacity : ........................................ Capacity : ........................................
FORM OF PERFORMANCE SECURITY (Unconditional)

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

Beneficiary : Chairman
National Water Supply and Drainage Board
Galle Road, Ratmalana

Date ……………..

PERFORMANCE GUARANTEE No.: ……………………………………………………..

We have been informed that ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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Dear Sirs

SUPPLY AND DELIVERY OF 04 Nos. MOTOR CYCLES FOR WATER SUPPLY ACTIVITIES IN MANNAR & TRINCOMALEE DISTRICTS

CONTRACT NO: AGM (RWS)/PMU/ GOODS/2012/09

Letter of Acceptance

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

• Applicable VAT will be payable on production of Tax Invoices. The Registered No. for NWSDB for VAT is 4090318207000.

• ................................................................. should be from .................................................................

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

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

Performance Bond in the prescribed format (a copy annexed) from a recognized bank operating in Sri Lanka approved by the Central Bank of Sri Lanka for an amount of 10% of the total contract price valid for a period of ................. months from the date hereof shall be submitted within 14 days from the date hereof.

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

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

Yours faithfully,
National Water Supply & Drainage Board

K.L.L. Premanath
General Manager

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

Stores Copy
11. APPENDICES
APPENDIX 1- DETAILS OF SIMILAR SUPPLIES COMPLETED WITHIN THE LAST FIVE YEARS AND ONGOING

<table>
<thead>
<tr>
<th>Name and Address of Employer</th>
<th>Name and details of Contract</th>
<th>Value of Contract</th>
<th>Period of Contract</th>
<th>Remarks (Completed/ ongoing etc)</th>
<th>Value of work remaining incomplete</th>
</tr>
</thead>
</table>
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. (see note below).

### Financial performance for the last 3 years

<table>
<thead>
<tr>
<th>Year</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turnover from Contracting</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Fixed Assets (FA)</td>
<td></td>
<td></td>
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<tr>
<td>Current Assets (CA)</td>
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<td></td>
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<tr>
<td>Current Liabilities (CL)</td>
<td></td>
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<tr>
<td>Long Term Liabilities (LL)</td>
<td></td>
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<tr>
<td>Net Worth = Total Assets – Total Liabilities</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Current Ratio = (\frac{\text{Current Assets}}{\text{Current Liability}})</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liquidity Ratio = (\frac{\text{Current Assets(except stock)}}{\text{Current Liability}})</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gearing Ratio = (\frac{\text{Dept Capital} \times 100}{\text{Total Capital Employed}})</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Turnover x 100</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Total Operating Assets</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Net Profit x 100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Assets</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Note: Average Net Worth = \(\frac{\text{Net Worth}}{3}\)

If this value is less than the 0.8 x Bid Value for works and 0.5 x Bid Value for supplies the difference should be covered through a letter from a reputed Bank ensuring credit facility for this contract.

Bid Value – For Works - Total Tender Sum

For Supply
- Local Currency Contracts - Total Tender Sum
- Foreign Currency Contracts
- LC open by the Board - Total value of the local component
- LC open by the Contractor - Total Tender Sum

11-2
APPENDIX 2A – AUTHORIZATION FOR BANK REFERENCES

[Contractor or Supplier shall provide the authorization to the Procurement Committee to Seek, reference from Bankers on the financial status of the Contractor/Supplier]

Supply and Delivery of 04 Nos. Motor Cycles for Water Supply Activities in Mannar & Trincomalee Districts

Contract No : AGM (RWS)/PMU/ GOODS/2012/09

We, ..........................................................................................................................................................
[Name of the Company] at (Official Address) ......................................................................................
..........................................................................................................................................................
by authorizing the Procurement Committee / National Water Supply & Drainage Board to seek references from our Bankers, ..................................................................................................................................
..........................................................................................................................................................
[specify the name of Banks] at ..................................................................................................................
..........................................................................................................................................................
(official address of Bank) in connection with the Contract for the Supply and Delivery of 04 Nos. Motor Cycles for Water Supply activities in Mannar & Trincomalee Districts.
Contract No. ..........................................

Signed by ........................................................................................................ in the capacity of ....
..........................................................................................................................................................

Signature ..........................................

Address ..........................................
..........................................................................................................................................................
..........................................................................................................................................................
............................................................................................................................................................
APPENDIX 3 - CONFIRMATION OF CAPABILITY OF PRODUCTION AND SUPPLY ACCORDING TO DELIVERY SCHEDULE

[Address of the Manufacturer]

Chairman,
Procurement Committee,
Supply and Delivery of 04 Nos. Motor Cycles for Water Supply Activities in Mannar & Trincomalee Districts
Contract No : AGM (RWS)/PMU/ GOODS/2012/09

We, ...........................................................................[name of manufacturer] of..... ................................................................................................................[address of manufacturer] confirm that we have sufficient production capacity to produce the quantity of 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
APPENDIX 4 - MANUFACTURER’S AUTHORIZATION TO SIGN THE CONTRACT

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

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

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

Supply and Delivery of 04 Nos. Motor Cycles for Water Supply Activities in Mannar & Trincomalee Districts

Contract No : AGM (RWS)/PMU/GOODS/2012/09

We …………………………………………[insert complete name of Manufacturer], who are official manufacturers of Motor Cycles for water supply activities in Mannar & Trincomalee Districts, having factories at ……………………………………………..[insert full address of Manufacturer’s factories], do hereby authorize …………………………………………[insert complete name of Bidder] to submit a bid the purpose of which is to provide, Motor Cycles for Water Supply activities in Mannar & Trincomalee Districts manufactured by us ……………………………………………..[insert name] and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 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 Authorization on behalf of : …………………………………[insert complete name of Bidder]

Dated on …………………………… day of …………………………………[insert date of signing].
APPENDIX 5 - CONTRACTOR’S AUTHORIZATION TO SIGN THE CONTRACT

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

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

To : Chairman,  
Procurement Committee  
…………………………..  
…………………………..  

Supply and Delivery of 04 Nos. Motor Cycles for Water Supply Activities in Mannar & Trincomalee Districts  
Contract No : AGM (RWS)/PMU/GOODS/2012/09.

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]
APPENDIX 6 - MANUFACTURER’S WARRANTY FOR THE GOODS
SUPPLIED UNDER THE CONTRACT

[Address of the Manufacturer]

Chairman,
Procurement Committee,

Supply and Delivery of 04 Nos. Motor Cycles for Water Supply Activities in Mannar & Trincomalee Districts
Contract No : AGM (RWS)/PMU/ GOODS/2012/09

We, ………………………………………………………………………………………………………
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Authorized Officer of the Manufacturer. Seal of the Company.

Name : ………………………………………...