

Southern Provincial Council of Sri Lanka

**Ministry Of Agriculture, Agrarian Development, Irrigation,  
Water supply and Drainage, Food supply and Distribution, Trade  
and Cooperative Development- Southern Province**



**BIDDING DOCUMENT**

**For**

**SUPPLY & INSTALLATION & COMMISSIONING OF MACHINERIES  
& OTHER TECHNICAL EQUIPMENTS FOR FRUITS PROCESSING  
INSTITUTION AT ANGUNAKOLAPELASSA**

**CONTRACT NO: MOA (8/3/1/13)2023 /NCB/01**

**NATIONAL COMPETITIVE BIDDING**

# Table of Contents

Section I. Instructions to Bidders (ITB).....	1-19
Section II. Bidding Data Sheet (BDS) .....	20-28
Section III. Evaluation and Qualification Criteria .....	29-31
Section IV. Bidding Forms .....	32-41
Section V. Schedule of Requirements .....	42-55
Section VI. Conditions of Contract.....	56-67
Section VII. Contract Data.....	68-74
Section VIII. Contract Forms.....	75-78
Invitation For Bid .....	79-80

## **Section I. Instructions to Bidders (ITB)**

### **Contents**

General.....	3-5
Contents of Bidding Documents.....	5-6
Preparation of Bids .....	6-10
Submission and Opening of Bids.....	10-12
Evaluation and Comparison of Bids .....	13-17
Award of Contract.....	17-19

## Section I. Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

### General

- 1. Scope of Bid**
- 1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental there to as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa; and
  - (c) “day” means calendar day .
- 2. Source of Funds**
- 2.1 Payments under this contract will be financed by the source Specified in the BDS.
- 3. Ethics, Fraud and Corruption**
- 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
- Parties associated with Procurement
  - Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
  - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
- 3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the

procurement and execution of such contracts. In pursuit of this policy:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### **4. Eligible Bidders**

- 4.1 All bidders shall possess legal rights to supply the Goods under this contract.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they :
  - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
  - (b) Submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.
- 4.3 A Bidder that is under a declaration of in eligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, [www.npa.gov.lk](http://www.npa.gov.lk) .

- 4.4 Foreign Bidder may submit a bid only if so stated in the BDS.
- 5. Eligible Goods and Related Services** 5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute(SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards

### **Contents of Bidding Documents**

- 6. Sections of Bidding Documents** 6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

#### **Volume 1**

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

#### **Volume 2**

- Section II. Bidding Data Sheet (BDS)
  - Section III. Evaluation and Qualification Criteria
  - Section IV. Bidding Forms
  - Section V. Schedule of Requirements
  - Section VII. Contract Data
  - Invitation For Bid
- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 7. Clarification of Bidding Documents** 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to

amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

7.2 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

**8. Amendment of Bidding Documents**

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

**Preparation of Bids**

**9. Cost of Bidding**

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**10. Language of Bid**

10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.

**11. Documents Comprising the Bid**

11.1 The Bid shall comprise the following:

- a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
- c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
- d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

- e) Any other document required in the BDS.

- 12. Bid Submission Form and Price Schedules**
- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.
- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or pay able by the Supplier:
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
- (b) on the previously imported goods of foreign origin
- (ii) However, VAT shall not be included in the price but shall be indicated separately ;
- (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) the price of other incidental services
- 14.5 The Prices quoted by the Bidder shall be fixed during the



Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

- 14.6 All lots, if any and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
- 15. Currencies of Bid** 15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lankan Rupees.
- 16. Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms
- 17. Documents Establishing the Conformity of the Goods and Related Services** 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section-V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.
- 18. Documents Establishing the Qualifications of the Bidder** 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods

to supply these Goods;

- (b) that, if required in the BDS , in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier’s maintenance, repair and spare parts - stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19. Period of Validity of Bids**

- 19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

**20. Bid Security**

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lankan Rupees, and shall:
  - (a) at the bidder’s option, be in the form of either a bank draft, or a bank guarantee from a banking institution;
  - (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, [www.npa.gov.lk](http://www.npa.gov.lk).
  - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;
  - (d) be pay able promptly up on written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;

(f) remain valid for the period specified in the BDS

- 20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible up on the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
- 20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub- Clause 19.2; or
  - (b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
  - (c) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 42;
    - (ii) Furnish a Performance Security in accordance with ITB Clause 43.

**21. Format and Signing of Bid**

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.
- 21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if there are signed or initialed by the person signing the Bid.

**Submission and Opening of Bids**

**22. Submission, Sealing and Marking of Bids**

- 22.1 Bidders may always submit their bids by mail or by hand.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes

containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1 ;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

**23. Deadline for Submission of Bids**

23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.

23.2 The Purchaser may, at its discretion, extend the dead line for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**24. Late Bids**

24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**25. Withdrawal, and Modification of Bids**

25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WIT HDRAWAL,” or “MODIFICAT ION;” and

- (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only up on notification of contract award to the successful bidder in accordance with sub clause 41.1..
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## **26. Bid Opening**

- 26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**.
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid- Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1.
- 26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

## Evaluation and Comparison of Bids

- 27. Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.
- 29. Responsiveness of Bids**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission is one that:
- a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**30. Nonconformities, Errors, and Omissions**

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid- Securing Declaration shall be executed.

**31. Preliminary Examination of Bids**

31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20
- 32. Examination of Terms and Conditions; Technical Evaluation**
- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section-V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
- 33. Conversion to Single Currency**
- 33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.
- 34. Domestic Preference**
- 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
- 35. Evaluation of Bids**
- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.



- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in the BDS** the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
  - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.
- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids** 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.
- 37. Post qualification of the Bidder** 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 37.2 The determination shall be based up on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative termination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily

**38. Purchaser's  
Right to Accept  
Any Bid, and to  
Reject Any or  
All Bids**

38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

### **Award of Contract**

- 39. Award Criteria** 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Purchaser’s Right to Vary Quantities at Time of Award** 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section-V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit which ever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 41. Notification of Award** 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 Upon the successful Bidder’s furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
- 42. Signing of Contract** 42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
- 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
- 43. Performance Security** 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section-VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

43.2 Failure of the successful Bidder to submit the above- mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid- Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## **Section II. Bidding Data Sheet (BDS)**

### **Contents**

A. General .....	21-23
B. Contents of Bidding Documents .....	24
C. Preparation of Bids .....	25-26
D. Submission and Opening of Bids .....	26-27
E. Evaluation and Comparison of Bids .....	27-28

## Section II. Bidding Data Sheet (BDS)

The following specific data for the goods 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.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <i>Secretary , Ministry Of Agriculture, Cooperative development... , Southern Province</i>
ITB 1.1	<p>The name and identification number of this procurement are:</p> <p style="text-align: center;"><b>Supply &amp; Installation &amp; Commissioning Of Machineries &amp; Other Technical Equipments For Fruits Processing Institution At Angunakolapelassa</b></p> <p style="text-align: center;"><b>CONTRACT NO: MOA (8/3/1/13)2023 /NCB/01</b></p> <p><b>Lot 01- Processing Machinery</b></p> <ul style="list-style-type: none"> <li>• Weighing and Packing Conveyer-01</li> <li>• Drain Conveyer -01</li> <li>• Air Drying Conveyer – 01</li> <li>• Dispatch Roller Conveyer – 02</li> <li>• Preliminary Washing Unit -01</li> <li>• Chemical Treatment Plant – 01</li> <li>• Weighing and Packing Tables – 10</li> <li>• Manual Pallet Trucks -01</li> </ul> <p><b>Lot 02- Smart weighing System -01</b></p> <p><b>Lot 03- Plastic Pallets and Crates</b></p> <ul style="list-style-type: none"> <li>• Plastic Pallets - 15 Unites</li> <li>• Plastic Crates- 3000 Unites(Green-1000, yellow-1000, Red -1000)</li> </ul> <p><b>Lot 04- Manually Operated Box Macking Machine -01</b></p>
ITB 2.1	The source of funding is: GOSL – Ministry Of Agriculture (Line Ministry) (hereinafter called “the <b>SPC MOA</b> ”).
ITB 3.2	<p>Replace ITB 3.2 with the following:</p> <p>It is the MOA’s policy to require that government Officers, as well as bidders, suppliers, and contractors and their subcontractors under contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the MOA:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>(i) “corrupt practice”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</li> <li>(ii) “fraudulent practice”<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>(iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</li> </ul>

<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

	<ul style="list-style-type: none"> <li>(vi) “collusive parties”<sup>5</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</li> <li>(v) “coercive party”<sup>6</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</li> <li>(vi) “obstructive practice” is             <ul style="list-style-type: none"> <li>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a MOA investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</li> <li>(bb) acts intended to materially impede the exercise of the MOA’s inspection and audit rights provided for under sub-clause 3.2 (e) below.</li> </ul> </li> <li>(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</li> <li>(c) will cancel the portion of the fund allocated to a contract if it determines at any time that representatives of the Southern Provincial Ministry of Co-operative Development or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Southern Provincial Ministry of Co-operative Development having taken timely and appropriate action satisfactory to the MOA to address such practices when they occur;</li> <li>(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a MOA-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a MOA-financed contract; and</li> </ul>
--	---

<sup>2</sup> “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes SPC staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>6</sup> a “party” refers to a participant in the procurement process or contract execution.

	<p>(e) will have the right to require that a provision be included in bidding documents and in contracts financed by the MOA, requiring bidders, suppliers, and contractors and their sub-contractors to permit the MOA to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors of the government of Sri Lanka.</p>
<p><b>ITB 4</b></p>	<p>Add the following to ITB 4:</p> <p>4.5 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section IX, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.</p> <p>4.6 A Bidder that is under a declaration of ineligibility by the MOA in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. A list of firms debarred from participating in GOSL is available at <a href="http://www.agrimin.sp.gov.lk">www.agrimin.sp.gov.lk</a></p> <p>4.7 A firm that has been determined to be ineligible by the MOA in relation to the procurement Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by GOSL shall not be eligible to be awarded a contract.</p> <p>4.8 Government-owned enterprises in Sri Lanka shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.</p> <p>4.9 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p>
<p><b>ITB 4.4</b></p>	<p>Foreign bidders <i>are allowed to participate in bidding, if only they have local agent in Sri Lanka.</i></p>



	<b>B. Contents of Bidding Documents</b>
<b>ITB 5</b>	<p>Add the following to ITB 5:</p> <p>5.2 All the Goods and Related Services to be supplied under the Contract and financed by the MOA may have their origin in any country in accordance with Section IX, Eligible Countries.</p> <p>5.3 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.</p> <p>5.4 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
<b>ITB 6</b>	<p>Add the following to ITB 6:</p> <p>6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Purchaser.</p>
<b>ITB 7.1</b>	<p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser’s address is:</p> <p>Attention: Secretary ,  Ministry Of Agriculture, Cooperative development... , Southern Province, 4th Floor, “Dakshinapaya” Ministry Complex, Labuduwa, Galle.</p> <p>Tel: <i>Tel: 091 4943088, 091- 2234604</i> / <i>Fax: 091 2247835</i>  Electronic mail address: <a href="mailto:secretary@agri.min.spgov.lk">secretary@agri.min.spgov.lk</a></p>
<b>ITB 7.2</b>	<p><b>A Pre-bid meeting will be held as per the request who made 10 days before from the closing date</b></p> <p><b>Note:</b> Any clarification required at the pre bid meeting shall be forwarded to the Provincial ministry of Agriculture in advance.</p>

	<b>C. Preparation of Bids</b>
<b>ITB 11.1 (e)</b>	<p>The Bidder shall submit the following additional documents:</p> <ul style="list-style-type: none"> <li>(i) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;2</li> <li>(ii) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;</li> <li>(iii) Brochure, catalogues etc.,</li> <li>(iv) Manufacture's Authorization in accordance with 18(a)</li> <li>(v) Documents requested in Section III. Evaluation and Qualification Criteria</li> </ul> <p>The Bidder shall submit the following documents with the bid. Failure to submit one or more of the following documents, bids will be treated as <b>non-responsive</b>:</p> <ol style="list-style-type: none"> <li>1. Bid Submission Form (Including all related Cost, i.e. Post warranty service charges, civil construction work, etc.)</li> <li>2. Bid Security</li> <li>3. Power of Attorney or Director Board resolution to the signatory</li> <li>4. Price Schedule – Goods</li> <li>5. Delivery schedule - Goods</li> <li>7. Manufacture's Authorization Letter</li> <li>8. Bidder's response to Technical Specification</li> <li>9. Post qualification data (Financial Report, Technical staff.... Etc.)</li> <li>11. Copy of Business Registration Certificate</li> </ol>
<b>ITB 14.3</b>	Bidder shall quote for all items in each lot. otherwise respective Lot will not be considered for evaluation

<b>ITB 17</b>	<p>Add the following to ITB 17:</p> <p>17.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.</p> <p>17.5 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.</p>
<b>ITB 18.1 (b)</b>	After sales service <i>is required</i>
<b>ITB 19.1</b>	The bid shall be valid until: 91 days from the deadline for Bid Submission. ie: <b>up to 29<sup>th</sup> January 2024</b>
<b>ITB 20.1</b>	<p>The Bid shall include a Bid Security in the format given in Section IV Bidding Forms.</p> <ol style="list-style-type: none"> <li>1. Bank operating in Sri Lanka;</li> <li>2. A Bank operating in another country but the guarantee "confirmed" by a bank operating in Sri Lanka;</li> </ol> <p>or</p> <ol style="list-style-type: none"> <li>3. Cash Receipt From Purchaser</li> </ol>
<b>ITB 20.2</b>	Lot 01, Lot 02, Lot 03 & Lot 04 - Rs 380,000.00
<b>ITB 20.2 (b)</b>	It should be issued by a Bank registered with the Central Bank of Sri Lanka
<b>ITB 20.2 (f)</b>	Bid Security shall be valid for 105 days from the deadline for Bid Submission i.e.: <b>12<sup>th</sup> February 2024</b>

	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.2 (c)</b>	<p>The inner and outer envelopes shall bear the following identification marks:</p> <p style="text-align: center;"><b>Supply &amp; Installation &amp; Commissioning Of Machineries &amp; Other Technical Equipments For Fruits Processing Institution At Angunakolapelassa</b></p> <p style="text-align: center;"><b>CONTRACT NO: MOA (8/3/1/13)2023 /NCB/01</b></p>

<b>ITB 23.1</b>	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: Secretary , Ministry Of Agriculture, Cooperative development..., Southern Province, 4th Floor, "Dakshinapaya" Ministry Complex, Labuduwa, Galle.</p> <p><b>Tel: 091 4943088, 091- 2234604 / Fax: 091 2247835</b></p> <p>Electronic mail address: <a href="mailto:secretary@agri.min.spgov.lk">secretary@agri.min.spgov.lk</a></p> <p>The deadline for the submission of bids is:</p> <p>Date: <b>30<sup>th</sup> October 2023</b></p> <p>Time: <b>2.00 pm</b></p>
<b>ITB 26.1</b>	<p>The bid opening will take place at:</p> <p>Secretary, Ministry Of Agriculture, Cooperative development..., Southern Province, 4th Floor, "Dakshinapaya" Ministry Complex, Labuduwa, Galle.</p> <p>Date: <b>30<sup>th</sup> October 2023</b></p> <p>Time: <b>2.00 pm</b></p>

<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 35.3(a)</b>	<p>The evaluation will be done by <b>Whole lots all items of each lots (Evaluation Based on Lot wise)</b></p>
<b>ITB 35.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: of</p> <p>Deviation in Delivery schedule: Applicable for whole Lots</p> <p>Option 1 is selected and the adjustment is: <b>0.5% of price quoted per week during schedule provided</b></p> <p>(a) Deviation in payment schedule: <b>Not Applicable</b> for whole Lots</p> <p>(d) <i>Specific additional Criteria: Not Applicable</i> for whole Lots</p>
<b>ITB 35.4</b>	<p><b>Evaluation Criteria</b></p> <p>The following factors and methodology will be used for evaluation:</p> <ol style="list-style-type: none"> <li>Completeness of the Bidding Document</li> <li>Responsiveness of the bid as per ITB 11.1 E</li> <li>Technical Specification compliance.</li> <li>Bid Price (ITB 14 )</li> <li>Operational cost of the equipment</li> <li>Service &amp; Maintenance cost (if applicable)</li> </ol> <p><i>NPV value (at a depreciation rate of 10%) – the cost should be in Sri Lankan Rupees.</i></p>

	<ul style="list-style-type: none"> <li>g. Past performance of the Product</li> <li>h. Post qualification</li> <li>i. Delivery schedule</li> </ul>
<b>ITB 35.5</b>	Bidders are allowed to quote <del>Whole lots</del> all items of each lots

<b>ITB 37.2</b>	<p><b>Post qualification Requirements</b></p> <p>After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified.</p> <p><b>(a) Financial Capability</b></p> <p>The Bidder shall furnish documentary evidence that it meets the following Financial requirement(s):</p> <ol style="list-style-type: none"> <li>1. Audited Financial Accounts for last three years.</li> <li>2. The net profit shall not be negative for last three years.</li> </ol> <p><b>(b) Experience and Technical Capacity</b></p> <p>The Bidder shall furnish documentary evidence to demonstrate that it meets</p> <ol style="list-style-type: none"> <li>1. Past performance of the similar Goods. (Past repair and maintenance records, average equipment downtime &amp; end-user's comments will be considered)</li> </ol>
-----------------	---

## **Section III. Evaluation and Qualification Criteria**

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser uses to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

### **Contents**

1. Evaluation Criteria (ITB 35.3 (d)) .....	30
2. Factors for Evaluation Criteria (ITB 35.4) .....	30
3. Multiple Contracts (ITB 35.5) .....	30-31
5. Domestic Preference (ITB 34.1) .....	31

## **Section III. Evaluation and Qualification Criteria**

### **1. EVALUATION CRITERIA (ITB 35.3 (d))**

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as Specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the Following criteria and methodologies.

- (a) Delivery schedule

#### ***Option 1***

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI. Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI. Delivery Schedule.*

- (b) Deviation in payment schedule.  
*(Not Applicable for whole lots.)*
- (c) Cost of major replacement components, mandatory spare parts, and service.

*(Not Applicable for whole lots.)*

- (d) *Specific additional Criteria: Not Applicable*

### **2. FACTORS FOR EVALUATION CRITERIA (ITB 35.4)**

*(Not Applicable)*

### **3. MULTIPLE CONTRACTS (ITB 35.5)**

Evaluation will be carried out lot wise and accordingly bidders may quote for single lot or more according to the capacity.

### **4. POST QUALIFICATION REQUIREMENTS (ITB 37.2)**

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB

### Section III. Evaluation and Qualification Criteria

---

Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capacity

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- I. The manufacture should have at least Ten (10) years experience in manufacturing the proposed brand of the equipment.
- II. The local suppliers/bidders should have sold equipment of similar capacity of proposed type and brand in Sri Lanka within last five (05) years. (Acceptable purchase orders / award notices should be provided along with client's contact details- *Name, Tel. No., E-mail Address*)
- III. The local supplier/bidder should have well equipped workshop / service centre and skilled technical personal for after sales services and this has to be certified by the manufacture. Also bidder/local supplier shall provide the list of workshop facility ..
- IV. The local suppliers/bidders, as authorized agent, has provided after sales services including supply of spare parts within last 05 years (Acceptable purchase orders / award notices should be provided along with client's contact details)-

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

- i. The equipments offered shall be current standard model of production which is substantially the same as model in successful use for a period of 1 year operation, bidder should submit these with details.
- ii. Bids of bidders quoting as authorized representative of a manufacturer, meeting with the above requirements in full, can also be considered, provided the manufacturer furnishes a legally enforceable authorization in using the form included in Section IV assuring full guarantee and warranty obligations as per GCC and SCC for goods offered.

### **5. DOMESTIC PREFERENCE (ITB 34.1)**

*Not relevant*



## Section IV. Bidding Forms

### Table of Forms

Bid Submission Form .....	33-35
Price Schedule.....	36-37
Bid Security (Bank Guarantee).....	38
Manufacturer's Authorization.....	39
Bidder Information Form.....	40
Joint Venture Partner Information Form.....	41

**SUPPLY & INSTALLATION & COMMISIONING OF MACHINERIES & OTHER TECHNICAL EQUIPMENTS FOR FRUITS PROCESSING INSTITUTION AT ANGUNAKOLAPELASSA**

**Bid Submission Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....

**Contract No : MOA (8/3/1/13)2023 /NCB/01**

To: Secretary,  
Ministry Of Agriculture, Cooperative development..., Southern Province.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: .....*[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services
- (c) **Supply & Installation & Commisioning Of Machineries & Other Technical Equipments For Fruits Processing Institution At Angunakolapelassa**
- (d) The total price of **Lot 01** without VAT, including any discounts offered is: .....  
.....*[insert the total bid price in words and figures];*
- (e) The total price of **Lot 01** including VAT, and any discounts offered is: .....  
.....*[insert the total bid price in words and figures];*
- (d) The total price of **Lot 02** without VAT, including any discounts offered is: .....  
.....*[insert the total bid price in words and figures];*

(e) The total price of **Lot 02** including VAT, and any discounts offered is:  
 .....  
 .....[insert the total bid price in words and figures];

(d) The total price of **Lot 03** without VAT, including any discounts offered is:  
 .....  
 .....[insert the total bid price in words and figures];

(e) The total price of **Lot 03** including VAT, and any discounts offered is:  
 .....  
 .....[insert the total bid price in words and figures];

(d) The total price of **Lot 04** without VAT, including any discounts offered is:  
 .....  
 .....[insert the total bid price in words and figures];

(e) The total price of **Lot 04** including VAT, and any discounts offered is:  
 .....  
 .....[insert the total bid price in words and figures];

Lot No	Description	Amount in Figures without VAT ( Rs )	Amount in Figures with VAT ( Rs )
<b>01</b>	<b><u>Processing Machinery</u></b> Weighing and Packing Conveyer -01, Drain Conveyer-01, Air Drying Conveyer – 01, Dispatch Roller Conveyer-02, Piliminary Washing Unit-01, Chemical Treatment Tank-01, Weighing and Packing Tables-10, Manual Pallet Trucks-01		
<b>02</b>	<b><u>Smart weighing System -01</u></b>		
<b>03</b>	<b><u>Plastic Pallets and Crates</u></b> Plastic Pallets - 15Units, Plastic Crates- 3000 Units(Green-1000, yellow-1000, Red -1000)		
<b>04</b>	<b><u>Mannually Operated Box Making machine -01</u></b>		

(f) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (g) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the MOA, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

.....  
.....*[insert signature of person whose name and capacity are shown]*

In the capacity of .....*[insert legal capacity of person signing the Bid Submission Form]*

Name: .....  
*[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## **Price Schedule**

*[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

## PRICE SCHEDULE

**Supply & Installation & Commissioning Of Machineries & Other Technical Equipments For Fruits Processing Institution**

**At Angunakolapelassa**

**Contract No: MOA (8/3/1/13)2023 /NCB/01**

1	2	3	4	5	6	7	8	9	10	11	12
	<b>Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)</b>										
Lot No.	Description of Goods or related services	Qty	Unit	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x5)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 5	Cost for overseas Inspection (mentioned in CC25.1)	Total Price Excluding VAT (Col 6+7+8)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 9 + 11 or 10+11)
<b>01</b>	<b>Processing Machinery</b>										
	Weighing and Packing Conveyer	01									
	Drain Conveyer	01									
	Air Drying Conveyer	01									
	Dispatch Roller Conveyer	02									
	Piliminary Washing Unit	01									
	Chemical Treatment Tank	01									
	Weighing and Packing Tables	10									
	Manual Pallet Trucks	01	Unit								
<b>02</b>	<b>Smart weighing System</b>	01									
<b>03</b>	<b>Plastic Pallets and Crates</b>										
	Plastic Pallets - Units	15	Units								
	Plastic Crates- Units(Green-1000, yellow-1000, Red -1000)	3000	Units								
<b>04</b>	<b>Mannually Operated Box Making machine</b>	01									

*(VAT means Output VAT payable by the purchaser )*

Name of Bidder .....

*[Insert complete name of Bidder]*

Date ..... *(Insert date)*

Signature of Bidder .....

*[Signature of person signing the Bid]*

## Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_  
*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** Secretary, Ministry Of Agriculture, cooperative development... ,  
Southern Province.

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

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 Bank]* 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 the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of 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 of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

## **Manufacturer's Authorization**

*[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 letterhead 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, if so indicated in the BDS.]*

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

### **Supply & Installation & Commissioning Of Machineries & Other Technical Equipments For Fruits Processing Institution At Angunakolapelassa**

**Contract No: MOA (8/3/1/13)2023 /NCB/01**

To: Secretary, Ministry Of Agriculture, cooperative development..., Southern Province

#### **WHEREAS**

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, 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 the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the 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]*



## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

### Supply & Installation & Commissioning Of Machineries & Other Technical Equipments For Fruits Processing Institution At Angunakolapelassa

**Contract No: MOA (8/3/1/13)2023 /NCB/01**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.
8. The Bidder shall affirm the following: I hereby swear that no individual or partner or stockholder or officer or director associated with this Bid is in any way associated or interested in any other Bid being submitted for this contract to the Purchaser.  ..... <div style="text-align: center;">Signature of person authorized to sign</div> ..... <div style="text-align: center;">(Name and title of person authorized to sign)</div>
9. List below the supplementary supporting documentary evidence attached.

# Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

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

## Supply & Installation & Commissioning Of Machineries & Other Technical Equipments For Fruits Processing Institution At Angunakolapelassa

**Contract No: MOA (8/3/1/13)2023 /NCB/01**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

9. Names and addresses of the Independent Inspecting Authorities in country of origin (for approval and selection by Purchaser)

1. ....
2. ....

10. Name and address of Air Carrier proposed to be used by supplier:

1. ....
2. ....

# Section V. Schedule of Requirements

## Contents

1. List of Goods and Delivery Schedule .....	43
2. Technical Specifications.....	44-54
3. Drawings .....	55
4. Inspections and Tests .....	55

# 1. List of Goods and Delivery Schedule

Lot No	Description of Goods	Quantity	Unit	Final (Project Site) Destination as specified in BDS	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
<i>[insert Lot No]</i>	<i>[insert description of Goods]</i>			<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>
<b>01</b>	<b>Processing Machinery</b>			Proposed Mini PHPPC Banana Packing Center, Murawasihna, Kachchigalara, Angunakolapelessa, Hambanthota.	As Soon As Possible	3 weeks	
	Weighing and Packing Conveyer	01				3 weeks	
	Drain Conveyer	01				3 weeks	
	Air Drying Conveyer	01				3 weeks	
	Dispatch Roller Conveyer	02				3 weeks	
	Piliminary Washing Unit	01				3 weeks	
	Chemical Treatment Tank	01				3 weeks	
	Weighing and Packing Tables	10				3 weeks	
	Manual Pallet Trucks	01	Unit			3 weeks	
<b>02</b>	<b>Smart weighing System</b>	01				3 weeks	
<b>03</b>	<b>Plastic Pallets and Crates</b>					3 weeks	
	Plastic Pallets - Units	15	Units			3 weeks	
	Plastic Crates- Units (Green-1000, yellow-1000, Red -1000)	3000	Units			3 weeks	
<b>04</b>	<b>Mannually Operated Box Making machine</b>	01		3 weeks			

Name of Bidder .....  
*[Insert complete name of Bidder]*

Signature of Bidder .....  
*[Signature of person signing the Bid]*

Date .....  
*[Insert date]*

## 2. Detailed Technical Specifications and Standards

**Bidder's Name** : .....

**Bidder's Address** : .....

.....

.....

**Contact Person** : .....

.....

**Contact Nos** : .....

**Important notes:**

1. The Equipments should be suitable for tropical use and now available in SriLanka.
2. Bidders should clearly state the actual specification pertaining to the offer in respect of each of the items described in the specifications.
3. Deviations from the specifications if any should be stated clearly.
4. Manufacturers printed specifications should be annexed to the offer, photo copies are not considered for evaluation.
6. Bidders are advocated to read Information and instructions to Bidders and Terms and Conditions of Procurement Method” attached herewith, before furnishing this document.

## Technical Specification

### Lot 01- Processing Machinery

<b>1. Specification To Supply, Install And Commissioning Of A Weighing And Packing Conveyor Number of Conveyers -01</b>			
	<b>Item</b>	<b>Required Specification</b>	<b>Bidder's response</b>
01	Type	Three phase electric motor driven PVC Type Weighing and Packing conveyer	
02	Brand	Please Specify	
03	Model	Please Specify	
04	Country of origin	Please Specify	
05	Size of the Conveyer	L-10000 mm, W-800 mm, H- 900 mm With 25 mm side guards	
06	Thickness of the belt Effective width of the belt	4mm-5mm 700mm	
07	Power Supply	3 Phase (L-L 420 v, L-N 230 v) , 3 hp Motor with variable Speed gear (VFD)	
08	Conveyer Speed	50 m/min	
09	Construction Material Belt Other parts	Food Grade PVC 304 grade Stainless Steel	
10	Control System	Fully Automatic Control System with circuit breakers including Safety measures	
11	Installation	The Supplier has to install the conveyer with other accessories for trouble free operation	
12	Training	The supplier has to provide all the operation and service manuals and he is responsible for providing initial training	
13	Spare parts availability	Supplier Should guarantee to provide necessary spare parts for trouble free operation of the conveyer for 5 years	
14	Warranty	Two years Comprehensive	
Price Without VAT (Rs.)			
VAT			
Price With VAT (Rs.)			

We certify that the above particulars are correct and we agree to supply, Install And Commissioning same if we are awarded the Contract.

Bidders Name : .....

Authorized Signature : .....

Date .....

<b>2. Specification To Supply, Install And Commissioning Of Drain Conveyer Number of Convayers -01</b>			
	<b>Item</b>	<b>Required Specification</b>	<b>Bidder's response</b>
01	Type	Three phase electric motor driven Drain conveyer	
02	Brand	Please Specify	
03	Model	Please Specify	
04	Country of origin	Please Specify	
05	Size of the Conveyer	L-2000 mm, W-800 mm, H- 900 mm With 25 mm side guards	
06	Belt Width	700mm	
07	Thickness of the belt	4mm-5mm	
08	Power Supply	3 Phase (L-L 420 v, L-N 230 v) , 1 hp Motor with variable Speed gear	
09	Conveyer Speed	50 m/min	
10	Construction Material Belt Other parts	Perforated Food Grade PVC 304 grade Stainless Steel	
11	Drain water collector	Provisions has to be provide to direct drained water to the main drain line	
12	Water Collection Tray	SS304 Food grade 1.2 mm sheet thickness water collection tray	
13	Control System	Fully Automatic Control System with circuit breakers including Safety measures	
14	Installation	The Supplier has to install the conveyer with other accessories for trouble free operation	
15	Training	The supplier has to provide all the operation and service manuals and he is responsible for providing initial training	
16	Spare parts avilability	Supplier Should guarantee to provide necessary spare parts for trouble free operation of the conveyer for 5 years	
17	Warranty	Two years Comprehensive	
Price Without VAT (Rs.)			
VAT			
Price With VAT (Rs.)			

We certify that the above particulars are correct and we agree to supply Install And Commissioning same if we are awarded the Contract.

Bidders Name : .....

Authorized Signature : .....

Date .....

<b>3. Specification To Supply, Install And Commissioning Of Air - Drying Conveyer Number of Conveyers -01</b>			
	<b>Item</b>	<b>Required Specification</b>	<b>Bidder's response</b>
01	Type	Three phase electric motor driven Drying conveyer	
02	Brand	Please Specify	
03	Model	Please Specify	
04	Country of origin	Please Specify	
05	Size of the Conveyer	L-4000 mm, W-800 mm, H- 900 mm	
06	Belt Width	700mm	
07	Thickness of the belt	4mm-5mm	
08	Power Supply	3 Phase (L-L 420 v, L-N 230 v) , <del>1-hp</del> 0.5 hp Motor with variable Speed gear	
09	Conveyer Speed	50 m/min	
10	Conveyer gap	450mm	
11	Construction Material Belt Other parts	Perforated Food Grade PVC 304 grade Stainless Steel	
12	Number of blowers	06 (one on top,04 on side and one to dry the underneath of the belt) 06 (One on top to blow air through the air heating system , 04 on sides and One to dry the underneath of the belt). Refer drawing 03 for blower locations.	
13	Blower fan motor	0.5 hp each 1 hp each (750W,3 phase ,415V ,1380m <sup>3</sup> /h, 841 Pa, 2850rpm)	
14	Air heating system	3- phase, 9 KW air heater with PID heat controller 30-60 <sup>0</sup> C	
15	Tunnel Cover	1.2 mm sheet thickness –SS 304 tunnel cover (Size of the tunnel has to be designed to accomadate 4 blowers while maintaining the 450 mm conveying gap)	
16	Water Collection Tray	SS304 Food grade 1.2 mm sheet thickness water collection tray	
17	Control System	Fully Automatic Control System (Fan Speed , conveyer Speed, heating and blowing system etc) with circuit breakers including Safety measures. The control system has to be installed for convenient operation	
18	Sound Level	When in operation sound level should be below 90 DBs	
19	Installation and operation	The Supplier has to install the conveyer with other accessories for trouble free operation and should be guaranteed dried fruit to the adjoining conveyer	
20	Training	The supplier has to provide all the operation and service manuals and he is responsible for providing initial training	



21	Spare parts avilability	Supplier Should guarantee to provide necessary spare parts for trouble free operation of the conveyer for 5 years	
22	Warranty	Two years Comprehensive	
Price Without VAT (Rs.)			
VAT			
Price With VAT (Rs.)			

We certify that the above particulars are correct and we agree to supply , Install And Commissioning same if we are awarded the Contract.

Bidders Name : .....

Authorized Signature : .....

Date .....

<b>4. Specification To Supply, Install And Commissioning Of Dispatch Roller Conveyer</b>			
<b>Number of Convayers -02</b>			
	<b>Item</b>	<b>Required Specification</b>	<b>Bidder's response</b>
01	Type	Self- driven <b>PVC Type</b> roller conveyor	
02	Brand	Please Specify	
03	Model	Please Specify	
04	Country of origin	Please Specify	
05	Size of the Conveyer	L-10000 mm, W-800 mm, H- 900 mm With 25 mm side guards	
06	Effective width of the belt	600mm	
07	Construction Material Rollers Other parts	304 grade Stainless Steel	
08	Roller diameter and clearance	37 mm and 75 mm (Should be identical to the prototype installation at banana processing center , Rajanganaya)	
09	Installation	The Supplier has to install the conveyer with other accessories for trouble free operation	
10	Training	The supplier has to provide all the operation and service manuals and he is responsible for providing initial training	
11	Spare parts avilability	Supplier Should guarantee to provide necessary spare parts for trouble free operation of the conveyer for 5 years	
12	Warranty	Two years Comprehensive	
Price Without VAT (Rs.)			
VAT			
Price With VAT (Rs.)			

We certify that the above particulars are correct and we agree to Supply, Install And Commissioning same if we are awarded the Contract.

Bidders Name : .....

Authorized Signature : .....

<b>5. Specification To Supply, Install And Commissioning Of Piliminary Washing Unit</b>			
<b>Number of Units -01</b>			
	Item	Required Specification	Bidder's response
01	Function	Fruit will be dumped into the water tank where the pressurized water jets will agitate the washing process	
02	Water Tank	<p><del>2600 l (Approx ) Capacity water tank with 3 phase motor driven with 0.75 kw bubble generator (water pump should be provide with a latex protection system). A conveyer system made of food grade PVC (Length 4300mm, Width 600mm) to deliver the fruits to the next stage.</del></p> <p>2200 l (Approx) capacity water tank with Single phase motor driven water pump and Single phase motor driven bubble generator</p> <p>Water pump :</p> <p>Maximum Head – 45 m                      Maximum Suction – 9 m                      Maximum Flow rate – 55 l/min                      0.75kW (1Hp), 220-230V,50Hz, 2800rpm                      (Water pump should be provided with a latex protection system).</p> <p>Bubble generator :</p> <p>Maximum flow rate – 145 m<sup>3</sup>/h                      Maximum pressure – 130 mbar                      Maximum vacuum – 130 mbar                      0.75kW (1Hp), 220-240V,50Hz, 2800rpm</p>	
03	Overall size of the tank	L-3500 mm, W-1500 mm, H- 900 mm Refer drawing 01 for details.	
04	Depth of the water tank	<del>500 mm</del> 525 mm	
05	Construction Material of the tank	316 grade Stainless Steel 16#	
06	Number of nozzles	<del>16</del> 24	
07	Water inlet size	35mm	
08	Water drain size	50mm	
09	Piping material	316 grade Stainless Steel	
10	Warranty	Two years for leak proof operation	
Price Without VAT (Rs.)			
VAT			
Price With VAT (Rs.)			

We certify that the above particulars are correct and we agree to Supply, Install And Commissioning same if we are awarded the Contract.

Bidders Name : .....

Authorized Signature : .....

Date .....

<b>6. Specification To Supply, Install Of A Chemical Treatment Tank</b>			
<b>Number of Units -01</b>			
	Item	Required Specification	Bidder's response
01	Function	Fruit will be dumped into the water tank to mix with chemicals	
02	Water Tank	<del>1000 l</del> 900 l (Approx ) Capacity water tank.	
03	Size of the tank	L-1200 mm, W-1650 mm, H- 900 mm Refer drawing 02 for details.	
04	Depth of the water tank	<del>500 mm</del> 525 mm	
05	Construction Material of the tank	316 grade Stainless Steel 16#	
06	Number of nozzles	16	
07	Water inlet size	35mm	
08	Water drain size	50mm	
09	Piping material	316 grade Stainless Steel	
10	Warranty	Two years for leak proof operation	
Price Without VAT (Rs.)			
VAT			
Price With VAT (Rs.)			

We certify that the above particulars are correct and we agree to Supply, Install same if we are awarded the Contract.

Bidders Name : .....

Authorized Signature : ..... Date.....

<b>7. Specification To Supply Weighing and Packing Tables</b>			
<b>Number of Tables -10</b>			
	Item	Required Specification	Bidder's response
01	Type	Stainless steel square shape table	
02	Brand	Please Specify	
03	Model	Please Specify	
04	Country of origin	Please Specify	
05	Dimensions	L-1000 mm, W-1000 mm, H- <del>900 mm</del> 825 mm	
06	Construction Materials	Top – <del>304</del> 316 Stainless Steel, 2mm thick Frame- 38mm*38mm, 1.5 mm thick SS Box bar	
07	Warranty	one year	
Price Without VAT (Rs.)			
VAT			
Price With VAT (Rs.)			

We certify that the above particulars are correct and we agree to supply same if we are awarded the Contract.

Bidders Name : .....

Authorized Signature : ..... Date.....

<b>8. Specification To Supply Manual Pallet Trucks</b>			
<b>Number Manual Pallet Trucks -01 unit</b>			
	<b>Item</b>	<b>Required Specification</b>	<b>Bidder's response</b>
01	Type	Manual Pallet Truck with hydraulic lifting and lowering facility	
02	Brand	Please Specify	
03	Model	Please Specify	
04	Country of origin	Please Specify	
05	Loading Capacity	2000 kg	
06	Fork width	550mm	
07	Fork length	<del>1000mm</del> 1150 mm	
08	Features	Casted hydraulic pump, press rib forks, reinforced side bar, entry rollers and tandem front wheels	
09	Warranty	Two years	
Price Without VAT (Rs.)			
VAT			
Price With VAT (Rs.)			

We certify that the above particulars are correct and we agree to supply same if we are awarded the Contract.

Bidders Name : .....

Authorized Signature : .....

Date .....

**Important**

**Emergency safety Switches:**

Emergency safety Switches to stop the process line should be installed at 3 locations. As per instructions of Supervising mechanical engineer .

## Lot 02 – Smart Weighing System

<b>1. Specification To Supply &amp; Installation Smart Weighing System</b>			
<b>Number of Systems -01</b>			
	<b>Item</b>	<b>Required Specification</b>	<b>Bidder's response</b>
01	Type	Smart Weighing System with Automatic recording system	
02	Recording	Each reading should record automatically to a separate web based database	
03	Farmers Identification Card	Supplier needs to provide 1500 nos of Farmer Identification Cards (Laminated) with individual bar code and a bar code Printer and a Reader. ( Details of the Farmers will be provide by the project)	
04	Scale Capacity (Receptions/Dispatch)	150 Kg	
	No of Scales	2 nos	
	Resolution	50g	
	Power	AC 220V-230V, 50/60 Hz	
	Platform Material	Steel Checkered Plate	
	Platform size	(w) 600mm *(L) 750 mm (w)450 mm x (L)600 mm	
05	Scale Capacity (Packing/Scales)	15 Kg	
	No of Scales	10 nos	
	Resolution	5g	
	Power	AC 220V-230V, 50/60 Hz	
	Platform Material	Stainless Steel	
	Platform size	(w) 320mm*(L) 340mm	
06	Connectivity for Scales	Ethernets(RJ45/RS232/USB/Wi-Fi)	
07	Calibration	All the Scales should facilitates for calibration and should be registered under the Department of Measurements at the time of handing over	
08	IP Protection	IP 65	
09	Warranty	Five years Comprehensive for the entire System	
10	Installation	Supplier need to Compleet the Installation at Banana Processing Center in Hambanthota District	
Price Without VAT (Rs.)			
VAT			
Price With VAT (Rs.)			

We certify that the above particulars are correct and we agree to Supply & Installation same if we are awarded the Contract.

Bidders Name : .....

Authorized Signature : .....

Date .....

### Lot 03 – Plastic Pallets and Crates

<b>1. Specification To Supply of Plastic Pallets</b>			
<b>Number of Plastic Pallets -15 Units</b>			
	Item	Required Specification	Bidder's response
01	Type	4 way entry heavy duty Plastic pallets	
02	Size (Approximates)	1200mm*1000mm*150mm	
03	Dynamic Load Capacity	1000 Kg	
04	Minimum Weight	12kg	
05	Material	HOPE	
06	Warranty	Two years	
Price Without VAT (Rs.)			
VAT			
Price With VAT (Rs.)			

We certify that the above particulars are correct and we agree to supply same if we are awarded the Contract.

Bidders Name : .....

Authorized Signature : .....

Date .....

<b>2. Specification To Supply of Plastic Crates</b>			
<b>Number of Plastic Crates -3000 Units (Green- 1000, Yellow-1000, Red-1000)</b>			
	Item	Required Specification	Bidder's response
01	Type	heavy duty ,Stackable and Nestable Plastic crates with perforated side walls	
02	Loading Capacity	20 Kg- 25 Kg	
03	Material	Food grade hard plastic	
04	Dimensions (Approximate)	L- <del>600mm</del> 560 mm, W- <del>450mm</del> 395 mm, H- <del>400mm</del> 295 mm	
05	Warranty	Two years	
Price Without VAT (Rs.)			
VAT			
Price With VAT (Rs.)			

We certify that the above particulars are correct and we agree to supply same if we are awarded the Contract.

Bidders Name : .....

Authorized Signature : .....

Date .....

**Lot 04 – Box Making Machine**

<b>9. Specification To Supply &amp; Installation Manually Operated Box Making Machines</b>			
<b>Number of Machines -01</b>			
	Item	Required Specification	Bidder's response
01	Type	Machine is used for forming and gluing of small and medium size boxes. (Preference will be given to the machine have provision to adjust to use for different box sizes and ply rating)	
02	Brand	Please Specify	
03	Model	Please Specify	
04	Country of origin	Please Specify	
05	Capacity	120 Boxes per hour or nearest	
06	Box Sizes*	5 Kg- L-390 mm, W-290 mm, H-190 mm (smallest) 5 Kg- L-395 mm, W-295 mm, H-190 mm (smallest) 12.5 Kg- L-510 mm, W-340 mm, H-220 mm (Largest) 12.5 Kg- L-510 mm, W-340 mm, H-220 mm (Largest)	
07	Holding Capacity of Box	5Kg-25 Kg	
07	Glue type	Liquid adhesive food grade	
Price Without VAT (Rs.)			
VAT			
Price With VAT (Rs.)			

\* Note : box izes Should be adjustable According to the requirment of the exporter and quotation shall be supplies accordingly

We certify that the above particulars are correct and we agree to Supply & Installation same if we are awarded the Contract.

Bidders Name : .....

Authorized Signature : .....

Date .....

### **3.Drawings**

These Bidding Documents includes ~~no drawings~~ four Drawings.

### **4. Inspections and Tests**

*The following inspections and tests shall be performed.*

Not Relevant



## Section VI. Conditions of Contract

### Contents

1. Definitions.....	57
2. Contract Documents.....	57
3. Fraud and Corruption.....	57-58
4. Interpretation.....	58
5. Language.....	58
6. Joint Venture, Consortium or Association.....	58
7. Eligibility .....	59
8. Notices .....	59
9. Governing Law .....	59
10. Settlement of Disputes .....	59
11. Scope of Supply.....	59
12. Delivery and Documents.....	59
13. Supplier's Responsibilities.....	59-60
14. Contract Price.....	60
15. Terms of Payment .....	60
16. Taxes and Duties.....	60
17. Performance Security.....	60
18. Copyright .....	60
19. Confidential Information .....	60-61
20. Subcontracting .....	61
21. Specifications and Standards .....	61
22. Packing and Documents.....	61
23. Insurance .....	62
24. Transportation.....	62
25. Inspections and Tests .....	62-63
26. Liquidated Damages .....	63
27. Warranty .....	63
28. Patent Indemnity .....	64
29. Limitation of Liability.....	64-65
30. Change in Laws and Regulations.....	65
31. Force Majeure .....	65
32. Change Orders and Contract Amendments.....	66
33. Extensions of Time .....	66
34. Termination.....	67
35. Assignment .....	67

## Section VI. Conditions of Contract

1.	Definitions	<p>1.1 the following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> <li>a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</li> <li>b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</li> <li>c) “Contract Price” means the price pay able to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</li> <li>d) “Day” means calendar day.</li> <li>e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</li> <li>f) “CC” means the Conditions of Contract.</li> <li>g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</li> <li>h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.</li> <li>i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.</li> <li>j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</li> <li>k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</li> <li>l) “The Project Site,” where applicable, means the place named in the Contract Data.</li> </ul>
2.	Contract Documents	<p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p>
3.	Fraud and Corruption	<p>3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy</p> <ul style="list-style-type: none"> <li>i). “corrupt practice” means offering, giving, receiving, or soliciting,</li> </ul>

		<p>directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;</p> <p>ii). “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <p>iii). “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non competitive levels; and</p> <p>iv). “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.</p>
4.	Interpretation	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Entire Agreement The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p> <p>4.3 Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>4.4 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract</p>
5.	Language	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>
6.	Joint Venture, Consortium or Association	<p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>

7.	Eligibility	7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standard
8.	Notices	8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt. 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
9.	Governing Law	9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

10.	Settlement of Disputes	10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995. 10.3 Notwithstanding any reference to arbitration herein, a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b) the Purchaser shall pay the Supplier any monies due the Supplier.
11.	Scope of Supply	11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12.	Delivery and Documents	12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13.	Supplier’s	13.1 The Supplier shall supply all the Goods and Related Services

	Responsibilities	included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14.	Contract Price	14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
15.	Terms of Payment	15.1 The Contract Price shall be paid as specified in the Contract Data. 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and up on fulfillment of all other obligations stipulated in the Contract.  15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
16.	Taxes and Duties	16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser
17.	Performance Security	17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract. 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser. 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
18.	Copyright	18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copy right in such materials shall remain vested in such third party.
19.	Confidential Information	19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of

		<p>the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.</p> <p>19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</p>
20.	Subcontracting	<p>20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.</p>
21.	Specifications and Standards	<p>21.1 Technical Specifications and Drawings</p> <p>a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section- V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p>
		<p>a) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.</p>
22.	Packing and Documents	<p>22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.</p>

23.	Insurance	23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
24.	Transportation	24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
25.	Inspection and Tests	<p>25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.</p> <p>25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, up on giving a notice pursuant to CC Sub-Clause 25.4.</p> <p>25.8 The Supplier agrees that neither the execution of a test and/or</p>

		inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
26.	Liquidated Damages	26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.
27.	Warranty	<p>27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.</p> <p>27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>27.5 Up on receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>



28.	Patent Indemnity	<p>28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>b) the sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>28.3 If the Supplier fails to notify the Purchaser within twenty - eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
29.	Limitation of Liability	<p>29.1 Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> <li>a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or</li> </ul>

		<p>interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of rep airing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement</p>
30.	Change in Laws and Regulations	<p>30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.</p>
31.	Force Majeure	<p>31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>

32.	Change Orders and Contract Amendments	<p>32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>b) the method of shipment or packing;</li> <li>c) the place of delivery ; and</li> <li>d) the Related Services to be provided by the Supplier.</li> </ul> <p>32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery /Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty -eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed up on in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
33.	Extensions of Time	<p>33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>33.2 Except in case of Force Majeure, as provided under Clause 31,a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agree upon, pursuant to CC Sub-Clause 33.1.</p>

34.	Termination	<p>34.1 Termination for Default</p> <p>a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>(i). if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;</p> <p>(ii). if the Supplier fails to perform any other obligation under the Contract; or</p> <p>(iii). if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.</p> <p>b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, up on such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>34.2 Termination for Insolvency.</p> <p>a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser</p> <p>34.3 Termination for Convenience.</p> <p>a) The Purchaser, by notice sent to the Supplier, may terminate the Contract in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Contract is terminated and the date upon which such termination becomes effective.</p> <p>b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(i). to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
35.	Assignment	<p>35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>

**Section VII. Contract Data**

**Contents**

Section VII. Contract Data.....69-74



### Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1(h)	The Purchaser is: Secretary, Ministry Of Agriculture, Cooperative development..., Southern Province.
CC 1.1	The Final Destination is: Proposed Mini PHPPC Banana Packing Center, Murawasihna, Kachchigalara, Angunakolapelessa, Hambanthota.
CC 1.1	Add the following definition:  “MOA” means the Ministry of Agriculture
CC 3	<p>Replace CC 3 with the following:</p> <p>3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.</p> <p style="padding-left: 40px;">(a) For the purposes of this Sub-Clause:</p> <p style="padding-left: 80px;">(i) “corrupt practice”<sup>7</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p style="padding-left: 80px;">(ii) “fraudulent practice”<sup>8</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p>

---

<sup>7</sup> “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>8</sup> a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

Section VIII. Contract Forms

	<p>(iii) “collusive practice”<sup>9</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice”<sup>10</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(b) acts intended to materially impede the exercise of the MOA’s inspection and audit rights provided for under Clause 11.</p> <p>3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.</p>
CC 4	<p>Add the following to CC 4:</p> <p>4.5 No waiver</p> <p>(a) Subject to GCC Sub-Clause 4.5 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p>
	<p>(b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>

<sup>9</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>10</sup> a “party” refers to a participant in the procurement process or contract execution.



Section VIII. Contract Forms

CC 7	<p>Add the following to CC 7:</p> <p>7.2 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>7.3 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
CC 8.1	<p>For <u>notices</u>, the Purchaser’s address shall be:</p> <p>Attention:  <b>Secretary ,  Ministry Of Agriculture, Cooperative development..., Southern Province  4th Floor, “Dakshinapaya” Ministry Complex ,Labuduwa,Galle.</b></p> <p>Tel: <b>091 4943088, 091- 2234604</b> / Fax: <b>091 2247835</b>  Electronic mail address: <i>Secretary@agri.min.spgov.lk</i></p>
CC 12.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are CD/DVD, Manual, Brochure and warranty certificate etc. for all equipment.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
CC 15.1	<p>CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
CC 17.1	<p>Both delivery and warranty period should be covered with performance security.</p> <p><i>The amount will be 10% of the total contract price</i></p>

Section VIII. Contract Forms

CC 19	<p>Add the following to CC 19:</p> <p>19.5 The obligation of a party under CC Sub-Clauses 19.1 and 20.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> <li>(a) the Purchaser or Supplier need to share with the MOA or other institutions participating in the financing of the Contract;</li> <li>(b) now or hereafter enters the public domain through no fault of that party;</li> <li>(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> <li>(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul>
CC 25.1	<p>The inspections and tests shall be:</p> <p>Inspection for equipment shall be arranged at the factory before the shipment. Five personnel in relevant field approved by the Project Director will participate in the inspection. Equipment shall be tested and it shall be complied with the specification stipulated in the document</p> <p>Inspection cost shall be included with the Bid price</p> <p>Note: Inspection cost shall be included with the Bid price. Please mentioned the cost for overseas inspection separately. Overseas inspection will be performed depending on the covid 19 situation. If overseas inspection will not take place due to covid situation , related cost should be deducted from the bid price.</p>
CC 25.2	<p>The Inspections and tests shall be conducted at: A given location by Ministry Of Agriculture Southern Province</p>
CC 25.9	<p>Add the following to CC 25:</p> <p>The Supplier shall permit the MOA and/or persons appointed by the MOA to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the MOA if required by the MOA. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the MOA's inspection and audit rights provided for under Clause 36 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).</p>
CC 26.1	<p>The liquidated damage shall be 0.5% of Contract Price per week The maximum amount of liquidated damages shall be: 5% of Contract Price</p>

Section VIII. Contract Forms

CC 36	The Supplier shall permit the MOA and/or persons appointed by the MOA to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the MOA if required by the MOA. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the MOA's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).
-------	---

**Section VIII. Contract Forms**

**Contents**

1. Contract Agreement ..... 76-77

2. Performance Security ..... 78

3. Invitation For Bids ..... 79-80

## 1. Contract Agreement

THIS CONTRACT AGREEMENT is made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) Secretary , Ministry Of Agriculture, Agrarian Development, Irrigation, Water supply and Drainage, Foodsupply and Distribution, Trade and Cooperative Development, Southern Province,4th Floor, “Dakshinapaya” Ministry Complex ,Labuduwa,Galle (hereinafter called “the Purchaser”),  
and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies) ]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Contract Data
  - (c) Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

## Section VIII. Contract Forms

---

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day , month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*

## 2. Performance Security

*[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

----- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* ----  
-----

Beneficiary:-

Ministry Of Agriculture, Agrarian Development, Irrigation, Water supply and Drainage, Food supply and Distribution, Trade and Cooperative Development, Southern Province, 4th Floor, "Dakshinapaya" Ministry Complex ,Labuduwa,Galle .

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. ----- *[reference number of the contract]* 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 the Contract, a performance guarantee is required.

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

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

\_\_\_\_\_  
*[signature(s)]*



Southern Provincial Council of Sri Lanka

**Ministry Of Agriculture, Agrarian Development, Irrigation,  
Water supply and Drainage, Food supply and Distribution,  
Trade and Cooperative Development- Southern Province.  
Invitation for Bids**

**SUPPLY & INSTALLATION & COMMISSIONING OF MACHINERIES & OTHER  
TECHNICAL EQUIPMENTS FOR FRUITS PROCESSING INSTITUTION AT  
ANGUNAKOLAPELASSA**

CONTRACT NO: **MOA (8/3/1/13)2023 /NCB/01**

1. Ministry Of Agriculture (Line Ministry) of Sri Lanka has received a grant from the GOSL towards the Project for Establishment of a Pack House Fruits Processing Unit in Hambanthota District.
2. On Behalf Of The Ministry Of Agriculture (Line Ministry) ,The Secretary, Ministry Of Agriculture - Southern Province invites sealed bids from eligible and qualified bidders for the contract as detailed in the table below.

<b>Lot No.</b>	<b>Name of Goods</b>	<b>No of Items</b>	<b>Bid Security (LKR)</b>
01	<b>Processing Machinery</b> <ul style="list-style-type: none"><li>• Weighing and Packing Conveyer</li><li>• Drain Conveyer</li><li>• Air Drying Conveyer</li><li>• Dispatch Roller Conveyer</li><li>• Piliminary Washing Unit</li><li>• Chemical Treatment Tank</li><li>• Weighing and Packing Tables</li><li>• Manual Pallet Trucks</li></ul>	<b>01</b> <b>01</b> <b>01</b> <b>02</b> <b>01</b> <b>01</b> <b>10</b> <b>01</b>	380,000.00 (valid for a period of 105 days From Closing date)
02	<b>Smart weighing System</b>	<b>01</b>	
03	<b>Plastic Pallets and Crates</b> <ul style="list-style-type: none"><li>• Plastic Pallets - Units</li><li>• Plastic Crates- Units(Green-1000, yellow-1000, Red -1000)</li></ul>	<b>15</b> <b>3000</b>	
04	<b>Manually Operated Box Macking Machine</b>	<b>01</b>	

3. Bidding will be conducted through the **National Competitive Bidding (NCB)** procedures specified in the procurement "*Guidelines*:" and is open to all qualified bidders from Sri Lanka.



4. You may apply for the Bid by a written request on a business letterhead to the Secretary, Ministry Of Agriculture, Cooperative Development- Southern Province, 4<sup>th</sup> Floor, Dakshina Paya, Labuduwa, Galle with payment of a non-refundable fee of **LKR 12,500/=** from **06.10. 2023 to 26.10. 2023** between 9.30 am to 3.00 pm in working days. The payments may be made by a bank draft or by cash. The Bidding Documents can be sent to the chairman of Procurement Committee by Registered Post, by courier or by hand. Anyway, responsibility of possible postal delay will not be taken by the procurement committee.
5. The Bidding Documents may be inspected free of charge at the account division of the below office in working days from 9.30 am to 3.30 pm. Anyone who is interested to inspect the bidding documents, they can refer them through the website through the ministries website **www.agrimin.sp.gov.lk**
6. A Pre-bid meeting will be held as per the request who made 10 days before from the closing date.
7. Bids shall be valid for a period of 91 days from the date of bid opening and accompanied by separate bid securities for the amount given in paragraph 2 above. It shall be a bank guarantee in the format and as per instructions given in the Bidding Document.
8. Bids must be delivered to the address given below **between 06.10.2023 to 30.10. 2023 Before 2.00 pm.**
9. Bids will be opened immediately after in the presence of the bidder's representatives who choose to attend in person. Late bids will be rejected.

**Secretary,**  
Ministry Of Agriculture, Cooperative Development- Southern Province  
4<sup>th</sup> Floor, Dakshina Paya,  
Labuduwa  
Galle

**Tel: 091 4943088, 091- 2234604 ,**  
**Fax: 091 2247835**