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 OF COMPUTERS, COMPUTER ACCESSORIES AND TECHNICAL EQUIPMENT

CONTRACT NO: MOA (8/2/5/4/2)2023 /NCB/01

NATIONAL COMPETITIVE BIDDING

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Section I. Instructions to Bidders (ITB)

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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 3.1 **Corruption**

- 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.

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 prebid 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) BidSecurity 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 pay able 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 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.
 - (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.

Bids

28. Clarification of 28.1 To assist in the examination, evaluation, comparison and postqualification 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.

of Bids

- **29.** Responsiveness 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:
 - 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.

Errors, and **Omissions**

- **30. Nonconformities,** 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:
 - if there is a discrepancy between the unit price and the (a) 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
 - 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 theBDS**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 BD S 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 sted 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

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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: Secretary, Ministry Of Agriculture, Cooperative development, Southern Province
ITB 1.1	The name and identification number of this procurement are: SUPPLY & INSTALLATION OF COMPUTERS, COMPUTER ACCESSORIES AND TECHNICAL EQUIPMENT CONTRACT NO: MOA (\$\sigma'/2/5/4/2)2023 /NCB/01 Desktop Computers 30, UPS 30, Passbook Printers 16, Dot Metric Printers 12, Laser Printers 14, CashCounting 04, MachinesMultimediaProjectors 03, Projector Screens 03, Photocopy machine 01
ITB 2.1	The source of funding is: Cooparative Development Fund (hereinafter called "the CDF").
ITB 3.2	Replace ITB 3.2 with the following: It is the CDF'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. In pursuance of this policy, the CDF: (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" 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; (iii) "collusive practice" an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

¹ 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.

[&]quot;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.

³ 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.

- (vi) "collusivepraties" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (v) "coercivepraty" 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;
- (vi) "obstructive practice" is
 - (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 CDF 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
 - (bb) acts intended to materially impede the exercise of the CDF's inspection and audit rights provided for under sub-clause 3.2 (e) below.
- (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;
 - (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 fundengaged 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 CDF to address such practices when they occur;
- (d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a SPC-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 CDF-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by the CDF, requiring bidders, suppliers, and contractors and their sub-contractors to permit the CDF 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.

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⁴ "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁶ a "party" refers to a participant in the procurement process or contract execution.

ITB 4 Add the following to ITB 4:

- 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.
- 4.6 A Bidder that is under a declaration of ineligibility by the CDFin 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 www.agrimin.sp.gov.lk
- 4.7 A firm that has been determined to be ineligible by the CDF in relation to the procurementGuidelines On Preventing and Combating Fraud and Corruption in Projects Financed by GOSL shall not be eligible to be awarded a contract.
- 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.
- 4.9 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

	B. Contents of Bidding Documents
ITB 5	Add the following to ITB 5:
	5.2 All the Goods and Related Services to be supplied under the Contract and financed by the GOSL may have their origin in any country in accordance with Section IX, Eligible Countries.
	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.
	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.
ITB 6	Add the following to ITB 6:
	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.
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is:
	Attention: Secretary , Ministry Of Agriculture, Cooperative development , Southern Province, 4th Floor, "Dakshinapaya" Ministry Complex, Labuduwa, Galle. Tel: 091 4943088,091 2234604/Fax: 091 2247835 Electronic mail address: secretary@agri.min.spgov.lk
ITB 7.2	A Pre-Bid meeting will take place at the following date, time and place: Date:2023.11.14 Time: 09.00 am Place: Ministry Of Agriculture, Irrigation, Southern Province 4th Floor, "Dakshinapaya" Ministry Complex,Labuduwa,Galle. Note: Any clarification required at the pre bid meeting shall be forwarded to the Provincial ministry of Cooperative development in advance.

	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents:
	(i) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;2
	(ii) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
	(iii) Brochure, catalogues etc.,
	(iv) Manufacture's Authorization in accordance with 18(a)
	(v) Documents requested in Section III. Evaluation and Qualification Criteria
	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 non-responsive :
	1. Bid Submission Form (Including all related Cost, i.e. Post warranty service charges, etc.)
	2. Bid Security
	3. Power of Attorney or Director Board resolution to the signatory
	4. Price Schedule – Goods
	5. Price Schedule - Maintenance (if applicable)
	6. Delivery schedule - Goods
	7. Manufacture's Authorization Letter
	8. Bidder's response to Technical Specification
	10. Post qualification data (Financial Report, Technical staff Etc.)
	11. Copy of Business Registration Certificate
	13. The Detailed Cost Breakdown that should be filled by Bidders who are claiming for 30% Preferences for Domestic value added products According to finance Ministry circular 03/2020 (If applicable)
ITB 14.3	Bidder shall quote for one or more items in the bid.

ITB 17	Add the following to ITB 17:
	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.
	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.
ITB 18.1 (b)	After sales service is required
ITB 19.1	The bid shall be valid until:77 days from the deadline for Bid Submission. ie:up to 7 th February 2024
ITB 20.1	The Bid shall include a Bid Security in the format given in Section IV Bidding Forms. 1. Bank operating in Sri Lanka;
	2. A Bank operating in another country but the guarantee "confirmed" by a bank operating in Sri Lanka;or
	3. Cash Receipt From Purchaser
ITB 20.2	LRs. 142,000.00
ITB 20.2 (b)	It should be issued by a Bank registered with the Central Bank of Sri Lanka
ITB 20.2 (f)	Bid Security shall be valid for 91 days from the deadline for Bid Submission i.e.: 21th February 2024

	D. Submission and Opening of Bids
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks:
	SUPPLY & INSTALLATION OF COMPUTERS, COMPUTER ACCESSORIES AND TECHNICAL EQUIPMENT
	CONTRACT NO: MOA (8/2/5/4/2)2023 /NCB/01

ITB 23.1	For bid submission purposes, the Purchaser's address is:
116 23.1	Attention: Secretary , Ministry Of Agriculture, Cooperative development,Southern Province, 4th Floor, "Dakshinapaya" Ministry Complex,Labuduwa,Galle. Tel: 091 4943088, 091 2234604/ Fax:091 2247835 Electronic mail address: secretary@agri.min.spgov.lk The deadline for the submission of bids is: Date: 23rd November 2023 Time: 11.00 am
ITB 26.1	The bid opening will take place at: Secretary, Ministry Of Agriculture, Cooperative development, Southern Province, 4th Floor, "Dakshinapaya" Ministry Complex, Labuduwa,Galle. Date: 23 rd November 2023 Time: 11.00 am

	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic Preferences Shall be a bid Evaluation Factor According to the Public Finance Circular No 03/2020 Dated 09.10.2020 issued by the ministry of finance
ITB 35.3(a)	The evaluation will be done by Item wise

ITB 35.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: of
	(a) Deviation in Delivery schedule: Applicable for whole Items
	Option 1 is selected and the adjustment is: 0.5% of price quoted per week during schedule provided
	(b) Deviation in payment schedule: <i>Not Applicable</i> for whole Items
	(d) Specific additional Criteria: Not Applicable for whole Items
	Evaluation Criteria
	The following factors and methodology will be used for evaluation:
	a. Completeness of the Bidding Document
	b. Domestic Preferences
	c. Responsiveness of the bid as per ITB 11.1 E
	d. Technical Specification compliance.
ITB 35.4	e. Bid Price (ITB 14)
112 33.4	f. Operational cost of the equipment
	g. Service & Maintenance cost (if applicable)
	NPV value (at a depreciation rate of 10%) – the cost should be in Sri Lankan Rupees.
	h. Past performance of the Product
	i. Post qualification
	j. Delivery schedule
ITB 35.5	Bidders are allowed to quote for one or more Items

ITB 37.2 Post qualification Requirements

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.

(a) Financial Capability

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

- 1. Audited Financial Accounts for last three years.
- 2. The net profit shall not be negative for last year.

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it
meets
1. Past performance of the similar Goods.
(Past repair and maintenance records, average equipment downtime & end-user's comments will be considered)

	F. Other Requirements				
ITB 42.2	a. The bidder shall submit a written consent that the conditions of Service & Maintenance agreement shall not be changed and shall not request to change, after the pre agreed price of 05 years, if the agreement should be extended beyond the original 05 years period				

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.

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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 BidPrice quoted in accordance with ITB Clause 14, one or more of the following factors asSpecified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using theFollowing 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. (*Applicable*)
- (c) Cost of major replacement components, mandatory spare parts, and service.

(Applicable)

(d) Specific additional Criteria: (Applicable)

2. FACTORS FOR EVALUATION CRITERIA (ITB 35.4)

(Applicable)

3. MULTIPLE CONTRACTS (ITB 35.5)

Evaluation will be carried out Item wise and accordingly bidders may quote for single items 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 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 Twenty (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 03 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)

If the Bidding Data Sheet so specifies, the purchaser will grant a margin of preference to goods manufactured or Locally Value added in srilanka for the purpose of bid comparison, in accordance with the procedures out lined in subsequent paragraph on public financed circular no 03/2020, 09/10/2020

Bids will be classified in one of three groups, as follows;

(a) **Group A:** Bids offering goods manufactured in srilanka, for which (i) Labour, Raw materials, and Components from within srilanka account for more than thirty (30) present of the price quoted, and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission

(b) Group B: All other bids

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from group A, it shall be selected for the award.

If , as a result of the preceding comparison , the lowest evaluated bid is from Group B, all Group B bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group B.

Section IV. Bidding Forms

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Supply & Installation Of Computers, Computer Accessories And Technical Equipments

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.]

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			Contro	act No : M	OA (8/2	2/5/4/2)202	23 /NC	CB/01		
	Secre	•	culture, C	Cooperativ	e develop	ment, Sou	thern Pr	ovince.		
We,	the un	dersigne	ed, declar	re that:						
(a)	Adde	nda No	.:			vations to tl		-		_
(b)	the D	elivery			•	ne Bidding I Schedule of I				
(-)		11 0		To	echnical	outers, Co Equipme	ents			
(c)	The		-			including	-			
	 price		ls and fig			• • • • • • • • • • • • • • • • • • • •		[insert	the total	bid
(d)	The					T, and			offered	is:
			ls and fig			•••••		[insert	the total	bid
						Amo	unt in	Am	ount in	7

Item No	Description	Nos.	Amount in Figures without VAT (Rs)	Amount in Figures with VAT (Rs)
1	Desktop Computers	30		
2	UPS	30		
3	Passbook Printers	16		
4	Dot Metric Printers	12		
5	Laser Printers	14		
6	Cash Counting	04		

7	Machines Multimedia Projectors	03	
8	Projector Screens	03	
9	Photocopy machine	01	

- (e) 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;
- (f) 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;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the SPC, 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:		
		ame and capacity are shown]
In the capacity o	f	[insert legal capacity of person signing the
Bid Submission I	Form]	
Name:		
[insert complete	name of person signing	the Bid Submission Form]
Duly authorized	to sign the bid for and or	n 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 Of Computers, Computer Accessories And Technical Equipments

CONTRACT NO: MOA (8/2/5/4/2)2023 /NCB/01

1	2	3	4	5	6	7	8	9	10	11	12
					Go	ods and related Serv	rices offered wit	hin Sri Lanka	in Sri Lankan	Rupees)	
Item 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)
1	Desktop Core i3 Computers	30	No								
2	UninterruptedPowerSupply Units(UPS's)	30	No								
3	PassbookPrinters	16	No								
4	DotMetricPrinters	12	No								
5	LaserPrinters	14	No								
6	CashCountingMachines	04	No								
7	MultimediaProjectors	03	No								
8	Projector Screens	03	No								
9	Photocopy machine	01	No								

(VAT means Output VAT payble by the purchaser)

[Insert date]

Name of Bidder		Signature of Bidder
[Insert complete name of Bidder]	[Signature of person signing the Bid]	<u> </u>
Date		

The Detailed Cost Breakdown that Should be filled by Bidders who are claiming for 30% Preferences for Domestic value added products According to finance Ministry circular 03/2020

	Description	Value
a.	Price of the Product (with out VAT)	Rs.
b	Percentage of Domestic value addition for the production or assembling	%
	I. Domestic Material cost	Rs.
	II. Expertise / Labor cost	Rs.
	III. Local Overhead Support / Maintenance Software Cost	Rs.
	Total value addition cost (I,II,III)	Rs.

I hereby certify that above detailed cost	t breakdown is correct
Name of Bidder:	
Date	Signature of Bidder :
Seal:	
I hereby certify that above detailed cost	t breakdown is correct.
Name of the chartered Auditor:	
Date:	Signature :
	Seal:

Bid Security (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.

 $\overline{[signature(s)]}$

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. Thisletter 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 Of Computers, Computer Accessories And Technical Equipments

CONTRACT NO: MOA (8/2/5/4/2)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 Of Computers, Computer Accessories And Technical Equipments

CONTRACT NO: MOA (8/2/5/4/2)2023/NCB/01

	Page	of	pages
1. Bidder's Legal Name [insert Bidder's legal name]			
2. In case of JV, legal name of each party: [insert legal	name of eac	ch party in JV]	
3. Bidder's actual or intended Country of Registration:	[insert actu	al or intended	Country of
Registration]			
4. Bidder's Year of Registration: [insert Bidder's year	of registrati	on]	
5. Bidder's Legal Address in Country of Registration: country of registration]	[insert Bidde	er's legal addr	ess in
6. Bidder's Authorized Representative Information			
Name: [insert Authorized Representative's name]	7		
Address: [insert Authorized Representative's Addrest Telephone/Fax numbers: [insert Authorized Representative]	-	anhona/fax mu	nharsI
Email Address: [insert Authorized Representative's		1 0	nversj
7. Attached are copies of original documents of: [che documents]		-	ed original
Articles of Incorporation or Registration of firm natural ITB Sub-Clauses 4.1 and 4.2.	ned in 1, abo	ove, in accorda	nce with
☐ In case of JV, letter of intent to form JV or JV agree Clause 4.1.	ement, in acc	cordance with	ITB Sub-
☐ In case of government owned entity from the Purch legal and financial autonomy and compliance with ITB Sub-Clause 4.5.		•	_
8. The Bidder shall affirm the following:			
I hereby swear that no individual or partner associated with this Bid is in any way associated submitted for this contract to the Purchaser.			
Signature of person authorized to signature	gn		
(Name and title of person authorized	l to sign)		
9. List below the supplementary supporting document		e 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 Of Computers, Computer Accessories And Technical Equipments

CONTRACT NO: MOA (8/2/5/4/2)2023 /NCB/01

	Page of pages
1.	Bidder's Legal Name: [insert Bidder's legal name]
2.	JV's Party legal name: [insert JV's Party legal name]
3.	JV's Party Country of Registration: [insert JV's Party country of registration]
4.	JV's Party Year of Registration: [insert JV's Part year of registration]
5.	JV's Party Legal Address in Country of Registration: [insert JV's Party legal address in country of registration]
6.	JV's Party Authorized Representative Information
Na	me: [insert name of JV's Party authorized representative]
Ad	ldress: [insert address of JV's Party authorized representative]
Те	lephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative]
En	nail Address: [insert email address of JV's Party authorized representative]
7.	Attached are copies of original documents of: [check the box(es) of the attached original documents]
	Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub Clauses 4.1 and 4.2.
	In case of government owned entity from the Purchaser's country, documents establishing lega and financial autonomy and compliance with commercial law, in accordance with ITB Sub Clause 4.5.
	Names and addresses of the Independent Inspecting Authorities in country of origin (for approval and selection by Purchaser)
	1
10.	Name and address of Air Carrier proposed to be used by supplier:
	1

Section V.Schedule of Requirements

Contents

1.	List of Goods and Delivery Schedule	43
2.	Technical Specifications	.44-65
3.	Drawings	65
4.	Inspections and Tests	65

1. List of Goods and Delivery Schedule

						Delivery Date	
Iteem No	Description of Goods	Quantity	Unit	Final (Project Site) Destination as specified in BDS	Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1	DesktopCore i3 Computers	30				4 weeks	
2	UninterruptedPowerSupply Units(UPS's)	30			As Soon As Possible	4 weeks	
3	PassbookPrinters	16				4 weeks	
4	DotMetricPrinters	12		Department of Cooparative Development – Southern Province, 147/3, Pettigalawaththa,		4 weeks	
5	LaserPrinters	14				4 weeks	
6	CashCountingMachines	04				4 weeks	
7	MultimediaProjectors	03		Galle		4 weeks	
8	Projector Screens	03				4 weeks	
9	Photocopy machine	01				4 weeks	

Name of Bidder	Signature of Bidder
[Insert complete name 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

1. Specification for Desktop Core i3 Computer (30 Nos)

		Bidders	compliance
Specifications	Requirements	Yes/No	If "No" indicate your offer
Manufacture Name	Please Specify		
Brand	Please Specify		
Model No	Please Specify		
Country of Origin	Please Specify		
Country of Manufacture/ Assembly	Please Specify		
Year of manufacture	Please Specify		
Processor	Intel® Core i3 12th Generation Processor or Later		
Base Frequency	Intel: 3.2 up to 4.3GHz or Higher		
Cache	Intel: 12MB or Higher		
Core	4 Cores or Higher		
Video Controller	Intel UHD Graphics 630 Better		
Form Factor	Desktop Computer		
Chassis	Mini ITX or Micro ATX tower desktop		
	Should be the same quoted brand		
Motherboard	(Serial number of the CPU should show in BIOS)		
Memory	8 GB DDR 4 2666MHz or Higher		
Maximum Memory	Upgradeable to Maximum of 16 GB		
H 1D: 1 D :	256 SSD or higher		
Hard Disk Drive	1TB SATA 5400rpm or higher		
Keyboard	128 104 or above Key Standard Keyboard to be as same brand in English		
Mouse	Two buttons with scroll wheel optical Mouse with Mouse Pad		
Optical Drive	SATA DVD Drive (+/-RW)		
Power supply	180W PFC, or better power supply		
Naturally Interfere	Ethernet: Ethernet Network Interface Card (10/100/1000)		
Network Interface	WIFI: Integrated wireless network connectivity is required		
L/O Douts	Minimum 8 USB Ports; from that at least 2 USB Ports should USB 3.2		
I/O Ports	Minimum 1 HDMI Port		
	VGA Port		

Factory loaded Genuine Windows 10 professional 64 bit or Factory loaded Genuine Windows 11 professional 64 bit		
18.5" or above Widescreen Color LED Monitor supporting resolutions Widescreen or better.		
Should be as the same brand of the Desktop		
Speakers are required		
Sinhala and Tamil unicode software for win 11		
Latest Firefox web browser		
version)		
Product certification of the quoted model Energy star or any other equal certificate to energy star issued by authorized body who has the authority to do so (Documentary evidence must be provided) Valid ISO 9001 - 2015 and ISO 14001:2015 offered model must posscess FCC or CE or equal		
The manufacturer should have a minimum of 10 years' experience in manufacturing of the same brand. (Proof document should be attached)		
The bidder should have successfully sold same similar product for last 5 years (Bidder should provide documentary evidence to support the above)		
Manufacture Authorization letter should be available mention for both machine and the operating system as factory loaded (Originals should be provided on request)		
Comprehensive on site manufacturer authorized warranty for 36 months (Labour and parts excluding consumes) Provide on site service within warranty period for 2 working Days Replacement machine should be provided during repairs Bidder or its parent company or its subsidiary should have island wide		
	professional 64 bit or Factory loaded Genuine Windows 11 professional 64 bit 18.5" or above Widescreen Color LED Monitor supporting resolutions Widescreen or better. Should be as the same brand of the Desktop Speakers are required Sinhala and Tamil unicode software for win 11 Latest Firefox web browser Latest Anydesk software (normal free version) Product certification of the quoted model Energy star or any other equal certificate to energy star issued by authorized body who has the authority to do so (Documentary evidence must be provided) Valid ISO 9001 - 2015 and ISO 14001:2015 offered model must posscess FCC or CE or equal The manufacturer should have a minimum of 10 years' experience in manufacturing of the same brand. (Proof document should be attached) The bidder should have successfully sold same similar product for last 5 years (Bidder should provide documentary evidence to support the above) Manufacture Authorization letter should be available mention for both machine and the operating system as factory loaded (Originals should be provided on request) Comprehensive on site manufacturer authorized warranty for 36 months (Labour and parts excluding consumes) Provide on site service within warranty period for 2 working Days Replacement machine should be provided during repairs	professional 64 bit or Factory loaded Genuine Windows 11 professional 64 bit 18.5" or above Widescreen Color LED Monitor supporting resolutions Widescreen or better. Should be as the same brand of the Desktop Speakers are required Sinhala and Tamil unicode software for win 11 Latest Firefox web browser Latest Anydesk software (normal free version) Product certification of the quoted model Energy star or any other equal certificate to energy star issued by authorized body who has the authority to do so (Documentary evidence must be provided) Valid ISO 9001 - 2015 and ISO 14001:2015 offered model must posscess FCC or CE or equal The manufacturer should have a minimum of 10 years' experience in manufacturing of the same brand. (Proof document should be attached) The bidder should have successfully sold same similar product for last 5 years (Bidder should provide documentary evidence to support the above) Manufacture Authorization letter should be available mention for both machine and the operating system as factory loaded (Originals should be provided on request) Comprehensive on site manufacturer authorized warranty for 36 months (Labour and parts excluding consumes) Provide on site service within warranty period for 2 working Days Replacement machine should be provided during repairs Bidder or its parent company or its subsidiary should have island wide

	Documentary evidence to be provided of the following under bidders name (a.) address, contact details and date of commencement of each branch / regional office (should have complete minimum of 5 years from the date of commencement of each branch / regional office)	
Backup Computer During the Repair period (in the warranty period)	Backup computer with same specifications is required	
	Should be fix a sticker with	
	-Supplier name	
	-Contact Numbers	
Warranty Information	-Date of Commissioning of Hardware	
	-Warranty period	
	-ending date	
	On all computers	
Brochure	Supplier should provide brochure of make/model quoted as per above specification	
Price V	Vithout VAT (Rs.)	
	VAT	
Price	With VAT (Rs.)	

2. Specification for Desktop Uninterrupted Power SupplyUnits - UPS(30 Nos)

		Bid	ders compliance
Specifications	Requirement	Yes/ No	If "No" indicate your offer
Brand	Please Specify		
Model No.	Please Specify		
Country of Origin	Please Specify		
Country of Manufacture / assembly	Please Specify		
Manufactured Year	Please Specify		
Capacity	650VA		
Input Voltage	140 - 300V 5VAC		
Power Input Plug top	Square type 3 pin plug top		
Power Input Cable	Earth cable is required		
Length of the Power Cable	Please Specify		
Frequency	50Hz or Specify		
Phase	Single + GND		
Output Voltage	230VAC +10% -10%		
Number of Outputs	02 or more		
Type of the Output Socket	Universal Type Sockets		
Battery Mode	230VAC		
Frequency	50Hz 1Hz (Battery Mode)		
Waveform	- Simulated Sine Wave (Battery Mode)		
	- Sine Wave (AC Mode)		
Transfer Time	2ms 2-6ms		
Battery Type	12V / 7 AH - 1pc		
Backup Time	7 ~ 20 minutes depending on load		
Recharge Time	90% capacity after 8 hours		
Surge Protection	Yes		
Overload	Line Mode 100 ~ 120% 5mins change to fault mode, 120% change to fault mode immediately		
Battery Management	-Battery Mode 100 ~ 102% 5 secs shutdown, 120% -Prevent overcharging		
Other	0 0		
	AVR Vac		
Alarm	Yes		

General Noise Level	40dB		
Temperature	0°C ~ 40°		
Power Factor	Up to 0.7 0.6 or above		
Manufacturers	Manufacturer should have a minimum of 10 years' experience in manufacturing of the same brand		
Product certification of the quoted models	Please Specify		
Bidders Experience	The bidder should have successfully sold same similar product for last 5 years (Bidder should provide documentary evidence to support the above)		
Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided (Originals should be provided on request)		
	Comprehensive on site manufacturer authorized warranty for 24 36 months (labour& parts) excluding consums.		
Warranty	Provide on site service within warranty period		
	Replacement UPS should be provided during repairs		
	Bidder or its parent company or its subsidiary should have island wide owned branch network		
Warranty Information	A sticker with - Supplier name, Contact Numbers, Date of commissioning of hardware, warranty period		
Brochure	Supplier should provide a brochure of make/model quoted as per above specification		
Price W	ithout VAT (Rs.)		
	VAT		
Price V	With VAT (Rs.)		

3. Specification for Passbook Printer (16 Nos)

	Required Specification	Bidders compliance		
Descriptions		Yes/ No	If "No" indicate your offer	
Manufacturer Name	Please Specify			
Make	Please Specify			
Model No	Please Specify			
Country of origin	Please Specify			
Country of Manufacture / assembly	Please Specify			
Manufactured Year	Please Specify			
Print method	24 Pins Impact Dot Matrix			
Color	Black			
Print direction	Bi-direction			
Print speed	10cpi or More			
Carbon copies	1 Original with 6 Copies			
Copies	Original + 3 copies or Specify			
Paper path	front in front out / front in rear out			
Paper formats	sheet paper, envelope			
Parallel port	Bidirectional parallel			
USB Interface	USB 2.0 or better			
Network Interface	Please Specify			
Supportive OS	Windows 7, 8, 10 and 11			
Device Memory	Please Specify			
Prices of Ribbon	Please Specify			
Average ribbon life	Please Specify			

Manufacturers	Manufacturer should have a minimum of 10 years' experience in manufacturing of the same brand	
Product certification of the quoted models	Please Specify	
Bidders Experience	The bidder should have successfully sold same similar product for last 5 years (Bidder should provide documentary evidence to support the above)	
Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided (Originals should be provided on request)	
	Comprehensive on-site manufacturer authorized warranty for 24 36 months (Labor & Parts)	
Warranty	Provide on site service within warranty period	
	Replacement printer should be provided during repairs	
	Bidder or its parent company or its subsidiary should have island wide owned branch network	
	A sticker with	
	-Supplier name	
Warranty	-Contact Numbers	
Information	-Date of Commissioning of Hardware	
	-Warranty Period On all Passbook Printers	
Brochure	The supplier should provide a brochure of make/model quoted as per above specification	
	Price Without VAT (Rs.)	
	VAT	
	Price With VAT (Rs.)	

4. Specification for Dot Matrix Printer (12 Nos)

D	D . 10 .e	Bidd	lers compliance
Descriptions	Required Specification	Yes/ No	If "No" indicate your offer
Brand	Please Specify		
Manufacture Name	Please Specify		
Make	Please Specify		
Model No	Please Specify		
Country of origin	Please Specify		
Country of Manufacture / assembly	Please Specify		
Manufactured Year	Please Specify		
Printing Method	Impact dot matrix		
No of Pins in Head	24 Pins		
Print direction	Bi direction with logic seeking		
High speed draft	347/41cps		
Draft 10/12/15 cpi	260/312/390cps		
Draft condensed	222/260 cps		
17/20 cpi	222/200 Cps		
Letter quality	86/103/129 cps		
10/12/15 cpi Letter quality	1		
condensed 17/21 cpi	147/172 cps		
Bitmap fonts	Please Specify		
Scalable fonts	Please Specify		
Barcode fonts	Please Specify		
Paper path tractor	Rear in, Top out		
Paper path manual insertion	Rear in, Top out		
Size of Cut sheet	Please Specify (Length, width,		
(Single sheet)	Thickness)		
Size of Cut	Please Specify (Length, width,		
sheet(Multi parts)	Thickness)		
Size of Envelope (No	Please Specify (Length, width,		
6) Size of Envelope (No.	Thickness) Please Specify (Length, width,		
Size of Envelope (No 10)	Please Specify (Length, width, Thickness)		
Size of Continuous paper (Single sheet and multi part)	Please Specify (Length, width, Thickness)		
Roll paper	Please Specify (Length, width, Thickness)		

Paper feeding forStandard	Friction push tractor	
Paper feeding forOptional	Roll paper holder	
Copies	Original + 3 copies	
Line spacing	4.23mm or programable increment of 1.118mm	
Input data buffer	128Kb or better	
Standard	Bi directional parallel interface	
	USB 2.0 full standard	
	Serial port	
Ribbon life	App 2.5 million Characters	
Supportive OS	Windows 7, 8, 10 and 11	
Cartridge	Fabric Ribbon cartridge (black)	
Ribbon life	approx. 2.5 million characters	
Power Input Plug top	Square type 3 pin plug top	
Power Input Cable	Earth cable is required	
Mean print volume between failure (MVBF)	approx. 20 million lines	
Mean time between failure (MTBF)	approx. 10000 POH or better	
Print Head life	approx. 400 million strokes or better	
Temperature	5 - 35 °c	
Humidity	10-80 RH	
Rated voltage	220 V - 240V	
Rated frequency	50 Hz - 60Hz	
Power consumption (operating)	22 W or lesser	
Manufacturers	Manufacturer should have a minimum of 10 years' experience in manufacturing of the same brand	
Product certification of the quoted models	Please Specify	
Bidders Experience	The bidder should have successfully sold same similar product for last 5 years (Bidder should provide documentary evidence to support the above)	
Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided (Originals should be provided on request)	

			1
	Comprehensive on-site manufacturer authorized warranty for 24 36 months (Labor & Parts)		
	Provide on site service within warranty period		
Warranty	Replacement printer should be provided during repairs		
	Bidder or its parent company or its subsidiary should have island wide owned branch network		
	A sticker with		
Warranty Information	-Supplier name		
	-Contact Numbers		
	-Warranty Period On all Printers		
Brochure	The supplier should provide a brochure of make/model quoted as per above specification		
Price	Price Without VAT (Rs.)		
	VAT		
Pri	ce With VAT (Rs.)		

		Bidd	lers compliance
Descriptions	Required Specification	Yes/ No	If "No" indicate your offer
Brand	Please Specify		
Manufacture Name	Please Specify		
Make	Please Specify		
Model No	Please Specify		
Country of origin	Please Specify		
Country of Manufacture / assembly	Please Specify		
Manufactured Year	Please Specify		
Print			
Technology	Laser		
Printing speed	Black draft text 30 ppm or above		
Print Resolution	600 x 600dpi or above		
Duplex printing	Required for automatic duplex printing		
Paper Handling			
Paper Input (Standard)	150 sheets A4 plain paper or better		
Paper Output	100 sheets or better		
Paper Sizes	Letter, A4		
Paper Types	Paper (bond, letterhead, plain preprinted, recycled, rough and light)		
Connectivity and Software			
USB Interface	USB 2.0 High Speed		
Network Interface	Required		
wireless connectivity	Required		
General Specification			
Device Memory	256MB or higher		
Power source	220-240V		
Duty cycle	upto 5000 pages		
Operating systems support	Windows 7, 10, 11		
Software	Printer driver software with media kit for windows 7, 10, 11		
Certificates	Quoted model should be energy star,CE complied (Documentary evidence should be provided)		

6. Specification for Cash Counting Machine (04 Nos)

Specifications		Bidders compliance	s compliance
	Requirement	Yes/ No	If no, Bidder's response
Brand	Please Specify		
Manufacture Name	Please Specify		
Make	Please Specify		
Model No	Please Specify		
Country of origin	Please Specify		
Country of Manufacture / assembly	Please Specify		
Manufactured Year	Please Specify		
Currency available	LKR, EURO, USD, GBP		
Bank Note size	Max 90 x 190mm		
	Min 50 x 110mm		
Counting Speed	1000 pcs or above		
Hopper Capacity	300 pcs or above		
Stacker capacity	200 pcs or above		
Fake note detection	Yes		
Half note detection	Yes		
Counting method	Value counting		
chained /double note detection	Yes		
Detects the Banknote's magnetic ink, magnetic thread, UV, IR ink, paper transparency	Yes		
Display	LCD		
Remote customer display	Yes		
Power supply	230 V AC +/-10%, 50Hz		
power consumption	Please Specify		
Size	Minimum 100 mm x 50 mm Maximum 200 mm x 100 mm		
Customer Display	With Customer Display		
Warranty	Please Specify		
Manufacture Experience	Manufacturer should have minimum of ten years		

	experience in manufacturing of the same brand. (proof document should be attachment)	
Product certification of the quoted models	Please Specify	
Bidders Experience	The bidder should have succeccfully sold same similar product for last 5 years (Bidder should provide documentary evidence to support the above)	
Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided (Originals should be provided on request)	
Warranty	Comprehensive on-site manufacturer authorized warranty for 12 36 months	
	Provide on site service within warranty period	
	Replacement mechineshould be provided during repairs	
	Bidder or its parent company or its subsidiary should have island wide owned branch network	
Warranty information	A sticker with - supplier name, contact numbers, Warranty period	
Brochure	Supplier should provide brochure of make / model quoted as per above specification	

7. Specification for Multimedia Projector (03 Nos.)

		Bide	ders Compliance
Specification	Requirement	Yes /No	IF''No''indicate your offer
Brand	Please Specify		
Manufacture Name	Please Specify		
Make	Please Specify		
Model No	Please Specify		
Country of origin	Please Specify		
Country of Manufacture / assembly	Please Specify		
Manufactured Year	Please Specify		
Projectionsystemtechnology	DLPorLCD		
Display	Panal0.55" Darkchip3DMD		
Resolutionnative	WXGA(1280X800)		
Videocompatability	NTSC(3.58/4.4)PAL(B/D/G/H/I/M/N) HDTV (720P, 1080I, 1080P), EDTV(480P/576P)SDTV(480I/576I)		
Aspectratio	16:9 Native		
Contractratio	10000 :1 or above		
Displayablecolours	1.07 billion colours or more		
Brightness	3,000 above ANSIlumens		
Projectionlense	F=2.70 f=7.15mmmanual focus		
Projectionscreensize	(Diagonal)120'		
Projectiondistance	0.4 m-3.8m		
Keystone correction	pls.specify		
Lamp type	200Worabove		
Lamp life	4000hours(standard)10000hours(ECO / Extreme ECO)		
Projection mode	Front		
Ceilingmounting capability	Yes		
Remote control	shouldbe available		
Digital Zoom	2X or above		
Power supply	Acinput 100 -240Vautoswitchingpower Supply		
Power consumption	pls.specify		
Noise level	32dBAstandard		

	AnalogRGB/ComponentvideoD-subx 2	
	,Compositevideo(RCA)x1, HDMI	
Input interface	/MHL(Video,audio,HDCP)x1, HDMI	
input interface	(Video, audio, HDCP)x1,PCaudio (sterio mini	
	jack) x 1	
	AnalogRGB(D-sub) x1,PCaudio (sterio	
Output interface	minijack)x1,DCout(5V/1AUSBtype A) x	
	1,share the input interface	
	Acpowercode	
Standardaccessories	Remotecontrol	
	Batteryforremotecontrol	
	Lenscap	
	Carringcase	
	Userguide(CD-ROM)	
	Quickstart guide	
	B	
Digitalzoomandpan	Digitalzoomandpan	
Auto shutdown	Shouldbe available	
ManufactureExperience	Manufacturer should have minimum often years	
_	experience in manufacturing of the same brand.	
	(proof document should be attachment)	
BiddersExperience	The bidder should have succecefully sold same	
	similar product for last 5 years (Bidder should	
	provide documentary evidence to support the	
	above)	
Product certification of t	he Diversification	
quoted models	Please Specify	
	Manufacturer Authorization certificates hould be pro	
ManufacturerAutho	vided(originalsshouldbe provided on request)	
rizationCertificate		
Warranty	Comprehensiveon-	
v arrancy	sitemanufacturerauthorizedwarrantyfor36 months	
	Provide on site service within warranty period	
	Replacement projector should be provided during	
	repairs	
	Bidder or its parent company or its subsidiary	
	should have island wide owned branch network	
Warranty information	Astickerwith-suppliername,	
•	contactnumbers, Warranty period	
Brochure	Supplier should provide brochure of make/ model quoted as per above specification	
Price	quoted as per above specification	
Price without VAT	pls.specify	
VAT	pls.specify	
Total price with VAT	pls.specify	
F , , , , , ,	r ····r	

8. SpecificationforProjectorscreen (03 Nos)

Dogwinod		Bidde	ersCompliance
Required features	Specification	Yes/No	IF''No''indicate your offer
Brand	Please Specify		
Manufacture Name	Please Specify		
Make	Please Specify		
Model No	Please Specify		
Country of origin	Please Specify		
Country of Manufacture / assembly	Please Specify		
Manufactured Year	Please Specify		
ScreenSize	2.2 x 2.65 m 6 feet * 8 feet		
Fabrics	White screen duriable for every Day use. Screen surface can be cleaned		
Weight	Please Specify		
Casing	Heavy duty casing for every Day use		
Tripod	Made of alloy		
Locking	Adjustable locking ring for Various height setting		
Manufacture Experience	Manufacturer should have minimum often years experience in manufacturing of the same brand. (proof document should be attachment)		
Bidders Experience	The bidder should have succecefully sold same similar product for last 5 years (Bidder should provide documentary Evidence to support the above)		
Manufacturer Authorization Certificate	Manufacturer Authorization certificate should be provided(originals should be provided on request)		
Warranty	Comprehensive on-site manufacturer authorized warranty for 24 36 months Bidder or its parent company or its subsidiary should have island wide owned branch network		
Warrantyinformation	Astickerwith-suppliername, contactnumbers, Warrantyperiod		
Product certification of the	Please Specify		
quoteu mouers			
Brochure	Supplier should provide brochure of make/model quoted as per above specification		
Duitd X7ATD	Discos Caracifes		
Price without VAT	Please Specify		
VAT	Please Specify		
Total price withVAT	Please Specify		

9. Specification for photocopier (01 No)

		Bidders Response	
Features	Specification Required	Yes /No	IF"No"indica
D 1	Di g ic		te your offer
Brand	Please Specify		
Manufacture Name	Please Specify		
Make	Please Specify		
Model No	Please Specify		
Country of origin	Please Specify		
Country of Manufacture / assembly	Please Specify		
Manufactured Year	Please Specify		
Main Function	Mono Toner, Digital Multi- Functional Printer(Scan, Copy and Print)		
Printing Method	Monochrome Laser Beam Printing		
Placement	Floor Type		
User Interface	User friendly Large(10inch) Smart color Touch panel		
Eco Modes	Toner Save, Power Save		
	Windows 7, 8, 10, 11		
Operating System	Mac OS, UNIX, Linux		
Supported Paper Size	A5 to A3		
Copying Speed	25 ppm/cpm or more		
Warm up Time	Please Specify		
First Copy Time	Please Specify		
Monthly Duty Cycle	100,000 pages or more		
	500 sheets X Two Cassette,		
	100 sheets bypass tray		
Paper Input	100 sheets Duplex Automatic Document Feeder		
	Scan: Duplex (Mono/Colour)		
Magnification	25%-400%		
Stack Bypass	100 Sheets or better		
Cloud based reporting & Accounting services	- Track User, Devices & Department Activities - Auto Extract reports to Excel Sheets - Cloud base report Management System - Ability to auto calculate cost per print based on pre-determined		
	prices		
Processor	1.3 GHz or more		
Resolution	Copy: 1200 X 600 dpi or more		

	Print: 1200 X 1200 dpi or more	
Resolution	Scan: up to 600 dpi (600,400,300,200,150,100 dpi)	
	Scan speed: up to 70IPM(monochrome and Colour)	
Scan facility	Scan Modes: Full colour, Monochrome , Grayscale, Auto colour, XPS-Multi/Single page, Slim	
Network Printing & USB	PDF, JPEG USB.02 , RJ-45, Wifi - Direct	
printing	duel network	
Memory	3GB or more	
Storage(HDD)	320 GB or more	
Computer Interface	USB(High speed), USB Direct(Pen Drive) and 10/100/1000 Base	
Page Description Language(PDL)	Please specify	
Interface	Inbuilt Ethernet port (RJ45), WLAN IEEE 802.11b/g/n Direct Wifi connection USB pen drive print (PDF) Print directly from mobile devices	
Direct Print/Scan	ability to insert USB pen drive and print/Scan without using a PC (PDF/JPEG/TIFF)	
Duel network facility	Ability to configure two IP address at a time	
Scanner & other features	Standard with ability to scan documents in Color from copier to PC	
Duplex Printing & Copying	Should be Available (support from bypass tray &Cassettes)	
Automatic Duplex Feeder	50 sheets (for scan)	
Zoom	25% - 400% Zoom	
Sorting	In-built Electronic sorting, Rotate sorting	
Accessories	Power Cable, CD, manual,	
Security features	Administrator, Mini. 100 users, Password protection, Usage Reports printing facility	
Manufacture Experience	Manufacturer should have minimum often years experience in manufacturing of the same brand. (proof document should be attachment)	
Bidders Experience	The bidder should have succeccfully sold same similar product for last 5 years (Bidder should	

ı		ı	,
	provide documentary evidence to		
	support the above)		
Product certification of the quoted models	Please Specify		
Manufacturer Authorization	Manufacturer Authorization		
Certificate	certificate should be		
	provided(originals should be		
	provided on request)		
Warranty	Comprehensive on-site		
	manufacturer authorized warranty for 36 months		
+	Provide on site service within		
	warranty period		
	Replacement printer should be		
	provided during repairs		
	Bidder or its parent company or		
	its subsidiary should have island		
	wide owned branch network		
Warranty information	A sticker with-supplier name,		
	contact numbers, Warranty period		
Brochure	Supplier should provide		
	brochure of make/model quoted		
	as per above specification		
Toner	Price, please specify		
	Min No. of copies 25,000		
Drum/Drum Assembly	Price, please specify		
Drain Pissemory	Min No. of copies 200,000		
Developer/Developer	Price, please specify		
Assembly	Min No. of copies 200,000		
	-	<u> </u>	
Cost per Copy, please specify	Toner + Drum/Drum Assembly + Developer/developer Assembly		
Cost per Copy, please specify Unit price With VAT			

I. Certificate of Business Registration Should be Attached

II. Bidder Should have Minimum of 5 years experience of selling Computers & accessories (minimum 5 Years of selling the same brand)
Proof documents should be attached.

III. Maintenance & Technical

Staff

Bidder should be able to Provide service for Galle district proof Document should be attached.

	Contact No	Number of Technical Staff	Address
Galle			

^{*} please attach bio data of the technical staff including EPF Numbers.

We certify that the above particulars are correct and we agree to sup awarded the Contract.	ply same if we are
Bidders Name: Authorized Signature:	
Date [Insert date]	

3.Drawings

These Bidding Documents includes no drawings.

4. Inspections and Tests

Not Relevant

Section VI. Conditions of Contract

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Section VI. Conditions of Contract

1.	Definitions	1.1 the following words and expressions shall have the meanings
		hereby assigned to them:
		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.
		b) "Contract Documents" means the documents listed in the Contract
		Agreement, including any amendments thereto.
		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. d) "Day" means calendar day.
		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.
		f) "CC" means the Conditions of Contract.
		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.
		h) "Purchaser" means the entity purchasing the Goods and Related
		Services, as specified in the Contract Data.
		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.
		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.
		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.
		1) "The Project Site," where applicable, means the place named in
		the Contract Data.
2.	Contract	2.1 Subject to the order of precedence set forth in the Contract
	Documents	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.
3.	Fraud and	3.1 The Government of Sri Lanka requires the Purchaser as well as
	Corruption	bidders, suppliers, contractors, and consultants to observe the
	Corruption	highest standard of ethics during the procurement and execution of
		- 67-

		such contracts. In pursuit of this policy i). "corrupt practice" means 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; ii). "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; 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 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.
4.	Interpretation	 4.1 If the context so requires it, singular means plural and vice versa. 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. 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. 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
5.	Language	 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. 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.

6.	JointVenture, Consortium or Association	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.
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
		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 Responsibilities	13.1 The Supplier shall supply all the Goods and Related Services 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 Lank a 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 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. 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. 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. 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
20.	Subcontracting	 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. 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
21.	Specifications and Standards	21.1 Technical Specifications and Drawings 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.
		 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. 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.
22.	Packing and Documents	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.
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	 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. 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. 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. 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. 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 Dates and the other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obli

		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. 25.8 The Supplier agrees that neither the execution of a test and/or 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	 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. 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. 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. 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. 27.5 Up on receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or rep lace the defective Goods or parts thereof, at no cost to the Purchaser. 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.

28.	Patent	28.1 The Supplier shall, subject to the Purchaser's compliance with CC
	Indemnity	Sub-Clause 28.2, indemnify and hold harmless the Purchaser and
	macminty	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:
		a) the installation of the Goods by the Supplier or the use of the Goods
		in the country where the Site is located; and
		b) the sale in any country of the products produced by the Goods.
		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.
		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.
		28.3 If the Supplier fails to notify the Purchaser within twenty - eight
		(28) day s 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.
		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.
		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.
29.	Limitation of	29.1 Except in cases of criminal negligence or willful misconduct,
	Liability	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

		interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and 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
30.	Change in Laws and Regulations	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.
31.	Force Majeure	 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. 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. 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.

32.	Change Orders and Contract Amendments	 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: a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; b) the method of shipment or packing; c) the place of delivery; and d) the Related Services to be provided by the Supplier.
		 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. 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. 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.
33.	Extensions of Time	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. 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.

34.	Termination	34.1 Termination for Default
		 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: (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;
		(ii). if the Supplier fails to perform any other obligation under the Contract; or
		(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.
		 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. 34.2 Termination for Insolvency. 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
		 34.3 Termination for Convenience. 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 extent to which performance of the Supplier under the Contract is terminated and the date upon which such termination becomes effective. 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: (i). to have any portion completed and delivered at the Contract terms and prices; and/or
		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.
35.	Assignment	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.

Section VII. Contract Data

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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	The Purchaser is:
1.1(h)	Secretary,
	Ministry Of Agriculture, Cooperative development, Southern Province.
CC 1.1	The Final Destination is:
	Department of Cooparative Development – Southern Province,
	147/3, Pettigalawaththa, Galle
	TP: 091 2226554
	Fax:091 2234380
CC 1.1	Add the following definition:
	"SPC" means the Southern Provincial Council
CC 3	Replace CC 3 with the following:
CC 3	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.
	(a) For the purposes of this Sub-Clause:
	(i) "corrupt practice" is the offering, giving, receiving or
	soliciting, directly or indirectly, of anything of value to
	influence improperly the actions of another party;
	(ii) "fraudulent practice" 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;
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⁷ "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.

⁸ 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.

	(iii) "collusive practice" is an arrangement between two or
	more parties designed to achieve an improper purpose,
	including to influence improperly the actions of another
	party;
	(iv) "coercive practice" 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;
	(v) "obstructive practice" is
	(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
	(b) acts intended to materially impede the exercise of the
	SPC's inspection and audit rights provided for under
	Clause 11.
	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.
CC 4	Add the following to CC 4:
	4.5 No waiver
	(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.
	(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.

"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.
 a "party" refers to a participant in the procurement process or contract execution.

CC 7	Add the following to CC 7:
	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.
	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.
CC 8.1	For <u>notices</u> , the Purchaser's address shall be:
	Attention: Secretary, Ministry Of Agriculture, Cooperative development, Southern Province 4th Floor, "Dakshinapaya" Ministry Complex ,Labuduwa,Galle. Tel: 091 4943088, 091 2234604/ Fax: 091 2247835 Electronic mail address: secretary@agri.min.spgov.lk
CC 12.1	Details of Shipping and other Documents to be furnished by the Supplier are CD/DVD, Manual, Brochure and warranty certificate etc. for all equipment.
	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.
CC 15.1	CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	Payment shall be made in Sri Lanka Rupeeswithin 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.
CC 17.1	Both delivery and warranty period should be covered with performance security.
	The amount will be 10% of the total contract price

CC 19	Add the following to CC 19:	
	19.5 The obligation of a party under CC Sub-Clauses 19.1 and 20.2 above, however, shall not apply to information that:	
	(a) the Purchaser or Supplier need to share with the SPC or other institutions participating in the financing of the Contract;	
	(b) now or hereafter enters the public domain through no fault of that party;	
	(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	
	(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.	
CC 25.9	Add the following to CC 25:	
	The Supplier shall permit the SPC and/or persons appointed by the SPC 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 SPC if required by the SPC. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the SPC'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).	
CC 26.1	The liquidated damage shall be 0.5% of Contract Price per week The maximum amount of liquidated damages shall be: 5% of Contract Price	
CC 36	IThe Supplier shall permit the SPC and/or persons appointed by the SPC 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 SPC if required by the SPC. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the SPC'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

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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 AGREEM ENT 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.

- 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 sted by the successful Bidder, shall fill in this fo

[Issuing A	gency's Name, and Address of Issuing Branch or Office]
Beneficiary:-	
Foodsupply and Distribution,	arian Development, Irrigation, Water supply and Drainage, Trade and Cooperative Development, Southern Province, inistry Complex, Labuduwa, Galle.
Date:	-
PERFORMANCE GUARAI	NTEE No.:
We have been informed that	[name of Supplier] (hereinafter called "the
Supplier") has entered into C dated	Contract No [reference number of the contract]
with you, for the	Supply of [name of contract and
brief description] (hereinafte	er called "the Contract").
Furthermore, we understand	that, according to the conditions of the Contract, a
performance guarantee is rec	quired.
At the request of the Supplie	er, we [name of Agency] hereby irrevocably
undertake to pay you any sur	m or sums not exceeding in total an amount of
[ar	mount in figures] () [amount in
words], such sum being p as	y able in the types and proportions of currencies in which the
Contract Price is p ay abl	e, up on receipt by us of y our first demand in writing
accompanied by a written	statement stating that the Contractor is in breach of its
obligation(s) under the Cont	ract, without your needing to p rove or to show grounds for y
our demand or the sum speci	fied therein.
This guarantee shall exp ire,	no later than the day of, 20 [insert date, 28 days
beyond the scheduled comple	etion 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.	



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

NATIONAL COMPETITIVE BIDDING

Supply & Installation Of Computers, Computer Accessories And Technical Equipments

CONTRACT NO: MOA (8/2/5/4/2)2023 /NCB/01

- 1. The Southern Provincial council of Sri Lanka has received a grant from the CDF towards the cost of Southern Provincial Department of Cooperative Developmentand intends to apply part of the funds to cover eligible payments under the contract as detailed in the table below.
- 2. On Behalf Of Theb Southern Provincial Department of Cooperative Development, The Secretary, Ministry Of Agriculture, Cooperative Development- Southern Provinceinvites sealed bids from eligible and qualified bidders for the contract as detailed in the table below.

Item No.	Name of Goods	Nos.	Bid Security (LKR)
1	Desktop Computers	30	
2	UPS	30	142,000.00 (91 days valid)
3	Passbook Printers	16	
4	Dot Metric Printers	12	
5	Laser Printers	14	
6	Cash Counting	04	
7	Machines Multimedia Projectors	03	
8	Projector Screens	03	
9	Photocopy machine	01	

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, 4th Floor,

Dakshina Paya, Labuduwa, Galle with payment of a non-refundable fee of **LKR 5,000**/= from 03.11. 2023 to 22.11. 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

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 Accounts division of the

ministry in working days from 9.30 am to 3.30 pm.

6. A Pre-bid meeting will be held at theoffice, address given below on 14.11.2023.at

9.00 am.

7. Bids shall be valid only for a period of 77 daysfrom the date of bid opening and

accompanied by seperate 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 03.11. 2023to 23.11. 2023

before 11.00 am.

9. Bids will be opened immediately after clossing 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

4th Floor, Dakshina Paya,

Labuduwa

Galle

Tel: 091 4943088, 091- 2234604

Fax: 091 2247835

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