# MINISTRY OF HEALTH AND MASS MEDIA

**NATIONAL PROGRAMME FOR TUBERCULOSIS CONTROL & CHEST DISEASES**

# Bidding Document
# Volume 2 of 2
# (Section II,III,IV,V & VII)

# Procurement of Goods
# National Competitive Bidding

# Procurement of 500,000 Nos. Sputum Containers

**Contract No:** NPTCCD/SPC/2026/27

National Programme for Tuberculosis Control & Chest Diseases,
Public Health Complex,
4th Floor, 555/5,
Elvitigala Mw,
Narahenpita,
Colombo 05.

# Contents
# (This Volume)

# SECTION II

## Bidding Data Sheet
## (BDS)

# 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: National Programme for Tuberculosis Control & Chest Diseases |
| ***ITB 1.1*** | The name and identification number of the Contract are<br>**Procurement of 500,000 Nos. Sputum Containers NPTCCD/SPC/2026/27** |
| ***ITB 2.1*** | The source of funding is: **GOSL** |
| ***ITB 4.1*** | a. Bidders are requested to submit a copy of valid NMRA registration certificate for the offered model (if applicable). If it is not applicable, the bidder shall provide a letter from NMRA to confirm the above. If a copy of valid NMRA registration certificate & import license (if applicable) is not provided for the offered model at the time of submission of bid, the bid will not be considered for evaluation.<br>b. If the estimate cost for the procurement exceeds the Rs. 5 million the bidder shall register at the Registrar of Public Contract Sri Lanka at the time of submission of bids (PCA 3) |
| | **B. Contents of Bidding Documents** |
| ***ITB 7.1*** | For **<u>Clarification of bid purposes</u>** only, the Purchaser's address is:<br>Attention: Director, National Programme for Tuberculosis Control & Chest Diseases<br>Address: Public Health Complex, 4th Floor, 555/5, Elvitigala Mw, Narahenpita, Colombo 05.<br>Telephone: 0112368276, 0112368274<br>Facsimile number: 0112368276<br>Electronic mail address : drinptccd@health.gov.lk |
| | **C. Preparation of Bids** |
| ***ITB 11.1(e)*** | 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, civil construction work, etc.)<br><br>**2.** Bid Security<br><br>**3.** Power of Attorney to the signatory<br><br>**4.** Price Schedule – Goods<br><br>5. Delivery schedule - Goods<br><br>6. Manufacture's Authorization Letter<br><br>7. Bidder's response to Technical Specification<br><br>8. Detailed Pro-forma Invoice<br><br>9. Post qualification data (Financial Report, Work Shop details of Test equipment & Technical staff…. Etc.)<br><br>11. Certified copy of valid NMRA certificate for the offered model<br><br>12. Certified copy of Business Registration Certificate<br><br>13. Certificate of Registration as an agent on behalf of the tender (PCA 3 form)- certified copy<br><br>14. Non-collusion Declaration form |
| ***ITB 15.1*** | a. The bidder shall quote all prices of goods & services in Sri Lankan Rupees.<br><br>*b.* If the Insurance is required Bidder shall submit separate Insurance coverage from port of disembarkation to the handing over & commissioning including inland transportation, storage…etc. |
| ***ITB 19.1*** | The bid shall be valid until. 07/**12/2026** |
| ***ITB 20.1*** | Bid shall include a Bid Security issued by<br><br>1. Bank operating in Sri Lanka;<br><br>2. A Bank operating in another country but the guarantee "confirmed" by a bank operating in Sri Lanka;<br><br>3. Construction Guarantee Fund; |
| ***ITB 20.2*** | The amount of the Bid Security shall be **LKR 200,000.00**<br><br>The validity period(77Days) of the bid security shall be until 07/**12/2026** |

| | |
|---|---|
| | **D. Submission and Opening of Bids** |
| ***ITB 22.2 (c)*** | The inner and outer envelopes shall bear the following identification marks:<br>**Procurement of 500,000 Nos. Sputum Containers**<br>**B**NPTCCD/SPC/2026/27<br>**Closing at 10.00 a.m on 21/09/2026** |
| ***ITB 23.1*** | For bid submission purposes, the Purchaser's address is:<br>Attention: Director, National Programme for Tuberculosis Control & Chest Diseases<br>Address: National Programme for Tuberculosis Control & Chest Diseases, Public Health Complex, 4th Floor, 555/5, Elvitigala Mw, Narahenpita, Colombo 05.<br>.<br>OR<br>Bids may be deposited in the Tender Box available at the office of<br>**Accountant, National Programme for Tuberculosis Control & Chest Diseases Public Health Complex, 4th Floor, 555/5, Elvitigala Mw, Narahenpita, Colombo 05..**<br>The deadline for the submission of bids is:<br>**Date: 21/09/2026 Time: 10.00AM** |
| ***ITB 26.1*** | The bid opening shall take place at:<br>**Address**:<br>Office of **Accountant ,**<br>National Programme for Tuberculosis Control & Chest Diseases<br>Address: Public Health Complex, 4th Floor, 555/5, Elvitigala Mw, Narahenpita, Colombo 05.<br>**Date : 21/09/2026 Time: 10.00AM** |

# SECTION III

### Evaluation & Qualification Criteria

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

## Contents

| | E. Evaluation and Comparison of Bids |
|---|---|
| *ITB 35.3 d* | **Delivery schedule**<br>The goods covered under this invitation are required to be delivered within an acceptable delivery period specified in the Schedule of Requirement. No credit will be given to earlier deliveries and offering delivery beyond this period will be treated as non-responsive. |
| *ITB 35.4*[1] | **Evaluation Criteria**<br>The following factors and methodology will be used for evaluation:<br>a. Completeness of the Bidding Document<br>b. Responsiveness of the bid as per ITB 11.1 E<br>c. Technical Specification compliance.<br>d. Bid Price (ITB 14 )<br>e. Post qualification<br>f. Delivery schedule |
| *ITB 35.5* | Multiple offers shall not be considered |
| *ITB 37.2* | **Post qualification Requirements**<br><br>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.<br><br>**(a) Financial Capability**<br>The Bidder shall furnish documentary evidence that it meets the following<br>Financial requirement(s):<br>1. Audited Financial Accounts for last three years.<br>2. The average annual turnover of the last three years shall not be less than 200% of the bid value.<br>\<br>**(b) Experience and Technical Capacity**<br><br>The Bidder shall furnish documentary evidence to demonstrate that it meets<br>The following experience requirement(s):<br><br>1. Work shop facilities<br>2.Past performance of the similar Goods. |

| | |
|---|---|
| ***ITB 39.1*** | I. In accordance with Clauses 8.3 and 8.5 of the National Procurement Guideline 2024, any unsuccessful bidder, who is not satisfied with the decision to award the contract, may request debriefing and appeal against the recommendation of the Ministry Procurement Committee decision to award the successful bidder, to the chairman of the relevant Ministry Procurement Appeal Board within the standstill period.<br>II. As per paragraph (b) of Clause 8.5.3, each appeal shall be made in writing and shall be accompanied by a non-refundable cash deposit of Rupees Twenty Five Thousand (LKR 25,000/=) payable to the Chief Accountant, National Programme for Tuberculosis Control & Chest Diseases<br>III. As per Clause 8.4 of the National Procurement Guideline 2024 Standstill period is a requirement in public procurement. It provides a short pause (non-decisive) period between the intention to contract award decision notification to bidders and the final decision to award the contract. |

| | **F. Other Requirements** |
|---|---|
| ***ITB 42.2*** | a. If the contract value exceeds the Rs.5 million, the bidder shall register the contract at the Registrar of public contracts Sri Lanka and submit the registered contract within 7 days of the receipt of an award. |

# Section IV

# Bidding Forms

# Table of Forms

# Bid Submission Form

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

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

To: National Programme for Tuberculosis Control & Chest Diseases
We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in chedule of Requirements the following Goods and Related Services ***[*****Procurement of 500,000Nos**. **Sputum Containers** ***]***

(b) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures];*

(c) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures];*

(d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, 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;

(e) 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;

(f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

(g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

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

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

Dated on ____________ day of __________________, _______ *[insert date of signing]*

# Price Schedule

1. The Bidder shall fill in the 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 on the Schedule of Requirements.

2. If so specified in the Bid Data Sheet and in the Schedule of Requirement Bidder shall indicate the relevant post warranty service to be incurred by the Purchaser for successive Ten years.

3. Consumable parts to be excluded from the maintenance contract shall be given separately with their unit cost valid for a period of three years.

4. The costs quoted for the maintenance contract shall be binding upon the Bidder, which will from a basis for a service and maintenance agreement in case the Bidder is selected to perform the contract.

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|
| **Line Item No.** | **Description Of Goods** | **Qty.** | **Unit price (inclusive of duties, sales & other taxes) Excluding VAT** <br> **Rs.** | **Price per line item (Col 3x5)** <br> **Rs.** | **Transportation, insurance, storage & other related services to deliver, install & commission at the final destination (if not included under col.5)** <br> **Rs.** | **Total price excluding VAT (col.6+7)** <br> **Rs.** | **VAT** <br> **Rs.** | **Total price including VAT (col.8+9)** <br> **Rs.** |
| 01 | **500,000 Nos. Sputum Containers** <br> **Make…………………..** <br> **Model:- ………………….** <br> **Country of Origin :- .....................** | 500,000 | | | | | | |
| | | | | | | | | |

# Bid Guarantee

*[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]*

-------------- *[insert issuing agency's name, and address of issuing branch or office]* ------

**Beneficiary:** Director, National Programme for Tuberculosis Control & Chest Diseases

**Date:** -------- *[insert (by issuing agency) date]*

**BID GUARANTEE No.:** ---------- *[insert (by issuing agency) number]*

We have been informed that --------- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated --------- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ----------- *[insert 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 -------------- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ------------ *[insert amount in figures]* ---------- *(insert 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; or

(b) Does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ------ *(insert date)*

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

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

# Bid-Securing Declaration

*[Note: the purchaser is required to fill the information marked as "*" and delete this note prior to selling of the bidding document]*

*[The Bidder shall fill in this form in accordance with the instructions indicated in brackets]*

Date:------------- *[insert date by bidder]*

*Name of contract -- *[insert name]*

*Contract Identification N°--------------- *[insert number]*

*Invitation for Bid No. -------------- *insert number]*

*To: --------------- *[insert the name of the Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter "the ITB"), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of *three years* starting on *the latest date set for closing of bids of this bid,* if we:
   (a) withdraw our Bid during the period of bid validity period specified; or
   (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
   (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

# 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]*
No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

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]* who is currently our sole agent in Sri Lanka 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.

In the event that the sole agency is changed to a different company we will ensure that all contractual obligations entered into between the Purchaser and the Bidder (sole agent) including warranty and post warranty maintenance (if required by the Purchaser), provision of spare parts etc. within the contract period will be fulfilled by the new agent.

We also confirm that spare parts, accessories and consumables will be freely available for the model/models offered for a period of at least s10 years after the warranty period.

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]*

# Non-collusion Declaration

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and

Solemnly declare that;

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/

partnership/ sole proprietorship that I represent, have entered into any combination, collusion

or similar agreement with any person in connection with the prices to be submitted by any

Person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention

for bid (Bid No. NPTCCD/SPC/2026/27);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or

Anything of value, directly or indirectly, from any person, company or corporation in

connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission

or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully

comply with the relevant Procurement Guidelines issued by the National Procurement

Commission.

I hereby declare that all the statements made by me above are true and correct.

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

Signature of the Declarant

# Section V

# Schedule of Requirements

**1. List of Goods, Related Services & Delivery Schedule**

## 1. List of Goods and Delivery Schedule

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

| Line Item N° | Description of Goods | Quantity | unit | Final (Project Site) Destination as specified in BDS | Delivery Date [1] | | |
|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | Bidder's offered Delivery date [*to be provided by the bidder*] |
| | | | | | | I. | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* |
| 01 | 2026 – 11 – 01 / 2026 – 11- 15 | 250,000 | | | | | |
| 02 | 2026 – 12 – 01 / 2026 – 12 - 15 | 250,000 | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

[1] applicable only if delivery is considered for evaluation. If not only one column "Delivery Date" duly filled by the Purchaser is required

2 Refer ITB 17.3 and list accordingly

## 2. *TECHNICAL SPECIFICAT IONS*

*[The Technical specifications may be provided in the following format. The bidder shall fill the columns 6 and 7. Bidder's failure to provide the information requested in the columns 6 and 7may be a reason for the rejection of the bid. If any discrepancy is observed between the information provided by the bidder in the columns 6 and 7and the other technical information attached to the bid, the information provided herein shall take precedence.]*

| *(1)* | *(21)* | *(3)* | *(4)* | *(5)* | *(6)* | *(7)* |
|---|---|---|---|---|---|---|
| Line Item No[32] | Description of Goods *or Related Service*[33] | *Sub Component*[34] | *Technical Specifications and Standards* | | | |
| | | | *Purchaser's Requirements* | | *Bidder's Offer* | |
| | | | *Detail*[35] | *Priority*[36] | *Yes(Y)/ No(N)* | *Remarks*[37] |
| *1.* | Wide Mouth | *1.1* | | C | | |
| *2.* | Clean | *2.1* | | C | | |
| *3.* | Leak Proof | *3.1* | | C | | |
| *4.* | Screw Capped | *4.1* | | C | | |
| *5.* | 50ml plastic transparent container with blue colour lid | *5.1* | | C | | |
| *6.* | Incinerable | *6.1* | | C | | |
| *7.* | The bidder must provide a sample | *7.1* | | C | | |
| *8.* | Having the NMRA registration/ Authorization would Preferred | *8.1* | | C | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| *9.* | The Government & NPTCCD logo should be printed on the sputum containers | | | C | | |
| *10.* | Bidders could make necessary arrangement to supply 500,000 sputum containers in two deliveries<br>• Fist delivery :<br>• Second delivery : | | | C | | |
| | | | | | | |

*Relevant catalogues & technical information attached. Information given under "Bidder' Offer" is true and correct.*

*Bidder's Name, Signature & Date*
*Company seal*

[32] *Same as list of goods and Delivery schedule table*
[33] *Same as list of goods and Delivery schedule table*
[34] *insert identification name for sub-component*
[35] *insert in detail specifications for sub-component*
[36] Mark the sub-components that the Purchaser will consider as critical during the evaluation as "C"
[37] If the bidder has stated 'N" in column 6 it is essential that bidder shall fill information of his offer against the sub-component under column 7. If the bidder has stated 'Y' in column 6, the bidder has the option of providing additional information of his offer, to establish that it conforms to the specifications given.

# Section VII.

## Contract Data

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

| | |
|---|---|
| **CC 1.1(i)** | The Purchaser is: **National Programme for Tuberculosis Control & Chest Diseases,** |
| **CC 1.1 (m)** | Final Destination is: **National Programme for Tuberculosis Control & Chest Diseases,** |
| **CC 8.1** | For **notices**, the Purchaser's address shall be:<br>Attention: **Director**<br>Address: **National Programme for Tuberculosis Control & Chest Diseases,**<br>**Public Health Complex,**<br>**4th Floor, 555/5,**<br>**Elvitigala Mw,**<br>**Narahenpita,**<br>Telephone: **0112368276, 0112368274**<br>Fax: **0112368275** E mail: |
| **CC12.1** | Details of Shipping and other Documents to be furnished by the Supplier: 1.**Tax Invoice**<br>**2. Manufacture Certificate** |
| **CC 15.1** | **Method & Conditions of Payment to be made to the Supplier under this Contract shall be as follows:**<br>Payment shall be made in Sri Lankan Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser/End user declaring that the Goods have been delivered and that all other contracted Services have been performed.<br>**I. On Delivery:**<br>Hundred (100) percent of the contract price shall be paid on verification of the goods delivered to the Stores of the Biomedical Engineering Services against the purchase Order and upon submission of the documents specified in CC Clause 12<br>**II. Liquidated Damages**<br>a. In the event of the supplier unable to supply the goods during the agreed period, the supplier shall be liable to pay a sum equivalent to the 1% of total contract value for each week and maximum of 10% shall be charged |

| | |
|---|---|
| | for 10 weeks beyond the agreed period as liquidate damages.<br>*b.* The performance bond shall be forfeited and the supplier shall be black listed if the supplier is unable to supply the goods after 10 weeks beyond the agreed period |
| **CC 17.1** | A Performance Security shall be required. |

Section VIII. Contract Forms

# Table of Forms

# 1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of ................ or corporation* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier ]*, a corporation incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement

   (b) Contract Data

   (c) Conditions of Contract

   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

   (e) The Supplier's Bid and original Price Schedules

   (f) The Purchaser's Notification of Award

   (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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 whereof 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

*[Note: the purchaser is required to fill the information marked as "*" and delete this note prior to selling of the bidding document]*

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

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

* Beneficiary:-------------------------- *[Name and Address of* Employer*]* --------------------

Date: --------------------------------

PERFORMANCE GUARANTEE No.: ------------------------

We have been informed that ---------------- *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No --------------- *[reference number of the contract]* dated ------------ with you, for the ------------- *Supply* of ------------------ *[name of contract and brief description]* (hereinafter called "the Contract").

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

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

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

_____________________________
*[signature(s)]*

# 3. Guarantee for Advance Payment

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

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title: *[insert number and title of bidding process] [is'uing agency's letterhead]*

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of issuing agency]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)*[50] *in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date*[51]*]*.

_____________________

*[signature(s) of authorized representative(s) of the issuing agency]*

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[50] *The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

[51] *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

# Document Check List

*(This document must be returned with the bid.)*

Bids shall be accompanied by following documents duly filled and signed by biddersas per the given order.

Please tick the appropriate cage, if enclosed, and give the relevant page number in Your bid document.

| No. | Document | Enclosed | Page No. |
|---|---|---|---|
| 1 | Bid Submission Form (Including all related Cost, i.e. Post warranty service charges, civil construction work, etc.) | | |
| 2 | Bid Security | | |
| 3 | Power of Attorney to the signatory | | |
| 4 | Price Schedule – Goods | | |
| 5 | Delivery Schedule – Goods | | |
| 6 | Price Schedule –Maintenance (if applicable) | | |
| 8 | Manufacturer's Authorization letter | | |
| 9 | Bidder's response to technical specifications | | |
| 10 | Detailed Pro forma invoice | | |
| 11 | Relevant catalogues, technical literature, product data sheets etc. | | |
| 12 | Post Qualification data | | |
| | a) Financial Reports | | |
| | b) Work shop & of Test equipment details | | |
| 13 | Copy of Valid NMRA certificate | | |
| 14 | Copy of Business Registration Certificate | | |
| 15 | Certificate of Registration as an agent of behalf of the tender ( PCA 3 form) | | |
| 16 | Insurance Certificate from port of disembarkation to handing over (if required in BDS) | | |
| 18 | Declaration from the Manufacture that the goods supplied under this procurement will be brand new | | |

…………………………………………………………….

Bidder's Name, Signature, Date & Company seal