



THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

**MINISTRY OF TRADE, COMMERCE, FOOD SECURITY AND
CO-OPERATIVE DEVELOPMENT**

BIDDING DOCUMENT

FOR

**Procurement of Supply, Installation and Commissioning
of Paddy Dryers - Distribute among Registered
Co-operative Societies**

NATIONAL COMPETITIVE BIDDING

CONTRACT No:- MT/PMDII/01/06/PADDY DRYERS

**Ministry of Trade, Commerce, Food Security and Co-operative
Development**

**No. 492, R.A. De Mel Mawatha
Colombo 03**

Volume 1

Volume 1

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

View Purpose Only

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 Employer indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the procurement of Procurement of Purchasing Machinery for Paddy Requirement Enhancing Entrepreneurship – Distribute among Cooperative Development Society and related services incidental there to be specified.

In Section V, schedule of requirements. The name and Identification number of this procurement are specified in the BDS. The name, identification, and number of lots (Individual contracts), if any, are provided in the BDS.

1.2. Throughout these Bidding Documents:

- a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day.

2 Source of Funds

- 2.1. Payments under this contract will be financed by the source specified in the BDS.

3 Ethics, Fraud and Corruption

- 3.1. The attention of the Bidders is drawn to the following guidelines of the Procurement Guidelines published by the National Procurement Agency:

Parties associated with Procurement Actions, namely, service providers 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. Bidders 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 Employer 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 Employer 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 Employer found any unethical practices as stipulated under ITB Clause 3.2, the Employer 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.

- 4.1. All Bidders shall possess legal rights to manufacture, supply, or distribute the goods specified 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 Employer 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 ineligibility by the Department of Public Finance (DPF), 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 DPF, www.treasury.gov.lk.
- 4.4. Foreign Bidder may submit a Bid only if so stated in the BDS.

5 Eligible Services

- 5.1. All goods and related services supplied under this contract shall conform to the specifications and standards mentioned in Section V – Schedule of Requirements.

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 conditions, 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 Employer in writing at the Employer's address specified in the BDS. The Employer 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 Employer 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 Employer 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.

8 Amendment of Bidding Documents

- 8.1. At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing an 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 Employer 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 Employer 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 Employer, shall be written in English language.

11 Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- b) Bid Security in accordance with ITB Clause 20;
- c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Services conform to the Bidding Documents;
- d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to provide office space 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 price and total bid price of the goods offered to be supplied under the Contract.
- 14.2.
- a) Prices indicated on the Price Schedule shall include all applicable taxes, duties, transport, insurance, installation, and commissioning costs to the final delivery location as specified in the Schedule of Requirements.
 - b) However, Value Added Tax (VAT) shall be indicated separately in the Price Schedule for evaluation and payment purposes;
- 14.3. The prices quoted by the Bidder shall be fixed and firm during the Bidder's performance of the Contract and shall not be subject to variation on any account. A bid submitted with an adjustable or conditional price quotation shall be treated as non-responsive and rejected pursuant to ITB Clause 31.
- 14.4. The Bid Price shall include all duties, levies, and other charges payable by the Bidder up to delivery, installation, and commissioning at the final destination specified by the Employer.
- 14.5. Any discounts offered by the Bidder shall be clearly stated in the Bid Submission Form and Price Schedule. Discounts shall be applied only as specified in the Bid and considered during bid evaluation.

15 Currencies of Bid

- 15.1. Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri

Lanka 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 Services

- 17.1. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish documentary evidence demonstrating that the goods conform to the technical specifications in Section V – Schedule of Requirements.
- 17.2. The documentary evidence may include manufacturer's brochures, product catalogues, technical data sheets, and certificates of origin or compliance.

18 Documents Establishing the Qualifications of the Bidder

- 18.1. The Bidder shall furnish documentary evidence to demonstrate its qualifications to perform the contract if its bid is accepted. The evidence shall include:
- i. A Copy of Certificate of Business Registration or Incorporation
 - ii. Authorized Dealer or Manufacturer's Authorization (if applicable)
 - iii. Evidence of previous supply of similar goods (at least 3 contracts of similar nature and value)
 - iv. Audited financial statements for the last two years
 - v. After-sales service arrangements and warranty details
 - vi. Certificate of Registration under the Public Contract Act No. 3 of 1987 (if applicable)
 - vii. Drawings
 - Machinery Layout Drawings
 - Arrangement of machinery within cooperative society premises
 - Space requirements and installation positions

- Electrical Drawings
 - Power supply requirements and wiring layout for machinery installation
- Mechanical Drawings
 - Assembly diagrams and technical specifications of the machinery
 - Safety and operational flow diagrams (if applicable)

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 Employer as non-responsive.
- 19.2. In exceptional circumstances, prior to the expiration of the bid validity date, the Employer 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 as specified in the BDS.
- 20.2. The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- a) at the Bidder's option, be in the form of a Bank Draft, a letter of credit, or a Bank Guarantee from a Banking Institution;
 - b) be issued by an institution acceptable to Employer. The acceptable institutes are published SBD.
 - c) be substantially in accordance with the form included in Section IV, Bidding Forms;

be payable promptly upon written

demand by the Employer in case the conditions listed in ITB Clause 20.5 are invoked;

- d) be submitted in its original form; copies will not be accepted;
 - e) Remain valid for the period specified in the BDS.
- 20.3. Any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Employer as non-responsive.
- 20.4. The Bid Security may be forfeited:
- 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 38;

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 they 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 enclosed in one single envelope.

b) The inner and outer envelopes shall:

i. bear the name and address of the Bidder;

ii. be addressed to the Employer in accordance with ITB Sub-Clause 23.1

iii. bear the specific identification of this Bidding Process as indicated in the BDS; and

iv. bear a warning not to open before the time and date for Bid opening, in accordance with ITB Sub-Clause 26.1.

If all envelopes are not sealed and marked as required, the Employer 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 Employer at the address and no later than the date and time specified in the BDS.

23.2. The Employer may, at its discretion, extend the deadline 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 Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24 Late Bids

- 24.1. The Employer 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 Employer 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:

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 “WITHDRAWAL,” or “MODIFICATION;” and

Received by the Employer 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 upon notification of contract award to the successful bidder in accordance with sub clause 37.1.

- 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 Employer 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 Employer. 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 Employer may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at the Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.
- 26.4. The Employer 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 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 Employer 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 Employer on any matter related to the Bidding Process, from the time of Bid opening to the time of Contract Award, it should do so in writing.

28 Clarification of Bids

- 28.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Employer 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 Employer shall not be considered for purpose of evaluation. The Employer'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 Employer in the Evaluation of the Bids, in accordance with ITB Clause 30.

29 Responsiveness of Bids

- 29.1. The Employer's determination of 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. A 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

limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or 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 Employer and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30 Non conformities, Errors, and Omissions

- 30.1. Provided that a Bid is substantially responsive, the Employer 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 Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities 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 Employer shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer 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 sub totals, the sub totals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) 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 Employer 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 Employer 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.

Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

Price Schedules, in accordance with ITB

Sub-Clause 14;

Bid Security or Bid Securing Declaration,
in accordance with ITB Clause 20.

32 Examination of Terms and Conditions; Technical Evaluation

- 32.1. The Employer 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 Employer 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 Employer determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Employer shall reject the Bid.

33 Evaluation of Bids

- 33.1. The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 33.2. To evaluate a Bid, the Employer shall use only the factors, methodologies, and criteria defined in this ITB Clause 33.
- 33.3. To evaluate a Bid, the Employer shall consider the following:

The Bid Price as quoted in accordance with Clause 14;

Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

Price adjustment due to discounts offered in accordance with ITB Sub-Clauses 14.2 and 14.3;

Adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, *Evaluation and Qualification Criteria*.

- 33.4. The Employer's evaluation of a Bid may require the consideration of other factors, in addition to those stated in ITB Sub-Clause 33.3, if specified in the BDS. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids.

34 Comparison of Bids

- 34.1. The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Clause 33

35 Post qualification of the Bidder

- 35.1. The Employer shall determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

- 35.2. The determination shall be based upon an examination of the documentary evidence provided, including:

Evidence of previous supply and installation of similar machinery;

Availability of technical and after-sales support;

Manufacturer's authorization (if applicable);

Inspection of the proposed machinery and verification of its compliance with technical specifications.

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

36 Employer's Right to Accept Any Bid, and to Reject Any or All Bids

- 36.1. The Employer 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

37 Award Criteria

- 37.1. The Employer 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.
- 37.2. Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 37.3. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 37.4. The Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

38 Signing of Contract

- 38.1. Within Seven (7) days after notification, the Employer shall complete the Agreement, and inform the successful Bidder to sign it.
- 38.2. Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

Section VI : Condition of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the agreement entered into between the Employer and the Supplier for the supply of goods and related services, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the total price payable to the Supplier as specified in the Agreement, subject to such additions or deductions as may be made pursuant to the Contract.
- (d) “Day” means a calendar day.
- (e) “CC” means the Conditions of Contract.
- (f) “Employer” means Ministry of Trade, Commerce, Food Security and Co-operative Development, or its authorized representative.
- (g) “Goods” means all machinery, equipment, and materials that the Supplier is required to supply to the Employer under the Contract.
- (h) “Related Services” means services incidental to the supply of the goods, such as transportation, insurance, installation, commissioning, operator training, and after-sales maintenance.
- (i) “Supplier” means the natural or legal person whose bid to supply the goods and related services has been accepted by the Employer and who is named as such in the Agreement.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract are intended to be correlative, complementary, and mutually explanatory. The Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 The Government of Sri Lanka requires the Employer and bidders to observe the highest standard of ethics during procurement and execution. In pursuit of this policy:

- (i) “Corrupt practice” means offering or receiving anything of value to influence a public official;

- (ii) “Fraudulent practice” means misrepresentation or omission of facts to influence a procurement process;
- (iii) “Collusive practice” means an arrangement between bidders to establish artificial bid prices; and
- (iv) “Coercive practice” means harming or threatening persons to influence their participation or performance.

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 Employer and the Supplier and supersedes all prior communications.

4.3 Amendment

No amendment shall be valid unless it is in writing and signed by authorized representatives of both parties.

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 Employer, 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 bears translation costs and risks of accuracy for documents it provides.

6. Joint Venture, 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 Employer 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 Employer.

7. Eligibility

7.1 The goods supplied shall comply with standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such

standards, internationally accepted standards (e.g., ISO, British Standards) shall apply.

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 Employer 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 Employer 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 proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.

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 Employer shall pay the Supplier any monies due the Supplier.

11. Supplier’s Responsibilities

11.1 The Supplier shall ensure delivery, installation (if required), commissioning, and maintenance of the goods in accordance with the Contract and manufacturer’s standards.

12. Contract Price

12.1 The Contract Price shall remain fixed as per the Supplier’s bid, subject to any adjustments permitted under the Contract.

13. Terms of Payment	13.1 Payments shall be made as specified in the Contract Data, within twenty-eight (28) days after submission of an invoice and upon verification of goods delivered and accepted by the Employer.
14. Taxes and Duties	14.1 The Supplier shall be responsible for all applicable taxes, duties, and levies incurred prior to delivery.
15. Confidential Information	15.1 The Employer 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. 15.2 The Employer shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Lessor shall not use such documents, data, and other information received from the Employer for any purpose other than the performance of the Contract. 15.3 The above provisions of CC Clause 15 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. 15.4 The provisions of CC Clause 15 shall survive completion or termination, for whatever reason, of the Contract.
16 Limitation of Liability	16.1 Except in cases of criminal negligence or willful misconduct, a) The Supplier shall not be liable for indirect or consequential damages and b) The Supplier's total liability shall not exceed the Contract Price.
17 Change in Laws and Regulations	17.1 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 bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Effective Date and/or the Contract Price, then such Effective 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 11.
18 Force Majeure	The Supplier shall not be liable for delays or failure to perform due to events beyond its control (e.g., war, natural disasters, epidemics). The Supplier must notify the Employer in writing within seven (7) days of such an event.

19 Change Orders and
Contract
Amendments

19.1 The Employer may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract.

19.2 If such changes affect cost or delivery, the parties shall agree on equitable adjustments before implementation.

20 Termination

20.1 Termination for Default

- (j) The Employer may terminate the Contract if the Supplier fails to deliver goods or perform obligations, or engages in fraud or corruption.

20.2 Termination for Insolvency.

The Employer may terminate the Contract if the Supplier becomes insolvent or bankrupt.

20.3 Termination for Convenience.

The Employer may terminate the Contract for convenience by written notice, compensating the Supplier for goods satisfactorily supplied up to the termination date.

21 Assignment

21.1 Neither the Employer nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

22 Warranty

22.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, and comply with the specifications in the bidding documents.

22.2 The warranty period shall be as specified in the Contract Data, commencing from the date of final acceptance of the Goods by the Employer.

22.3 The Employer shall promptly notify the Supplier of any defects. The Supplier shall repair or replace the defective Goods within the period specified in the Contract Data at no additional cost.

Section VIII: Contract Forms

Draft Contract Agreement (for Supply of Goods)

This contract agreement is made and entered on theday of in 2026

BY and BETWEEN

(1) **Ministry of Trade, Commerce, Food Security and Co-operative Development**, having its principal office at No. 492, R.A. De Mel Mawatha, Colombo 03, Sri Lanka (hereinafter referred to as “**the Purchaser**”),

AND

(2)
[Name of Purchaser], a Company or Individual and having its principal place of business at
.... address] (hereinafter called “**the Supplier**”).

WHEREAS

- The Purchaser invited bids for the **Procurement of Supply, Installation and commissioning of Paddy Dryers - Distribute among Registered Co-operative Societies** under Contract No. **MT/PMDII/01/06/PADDY DRYERS**;
- The Supplier submitted its bid dated 2026 for the supply of such goods and related services; and
- The Purchaser has accepted the Supplier’s bid in accordance with the terms and conditions set forth in the bidding documents.

THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Documents Constituting the Contract

The following documents shall be deemed to form and be read and construed as part of this Agreement:

- a) This Contract Agreement;
- b) Contract Data;
- c) Conditions of Contract;
- d) Technical Specifications and Schedule of Requirements;
- e) The Supplier’s Bid and original Price Schedules;
- f) Notification of Award; and
- g) Any other documents forming part of the Contract.

In the event of any conflict or inconsistency between the above documents, the order of precedence shall be the order listed above.

2. Scope of Supply

The Supplier agrees to supply and deliver the Goods and related Services (including installation, commissioning, and training, if required) as specified in the Contract, within the time period stated in the Contract Data.

3. **Contract Price**

The Purchaser agrees to pay the Supplier the total Contract Price of **Sri Lankan Rupees** (Rs.) as per the terms and conditions set out in the Contract.

4. **Payment Terms**

Payments shall be made in accordance with Clause 13 of the Conditions of Contract and the payment schedule specified in the Contract Data.

5. **Performance Security**

The Supplier shall provide a Performance Security in the amount specified in the Contract Data, issued by a bank operating in Sri Lanka, within the period specified in the Notification of Award.

6. **Delivery and Acceptance**

The Supplier shall deliver, install (if required), and commission the Goods at the locations specified by the Purchaser within the delivery schedule stated in the Contract Data.

Final acceptance shall be made upon satisfactory delivery and testing of the goods by the Purchaser.

7. **Warranty and After-Sales Service**

The Supplier warrants that the Goods supplied are new, unused, and conform to the specifications. The warranty period shall be not less than 24 months from the date of acceptance.

8. **Governing Law and Dispute Resolution**

This Contract shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

Any dispute arising out of or in connection with this Contract shall be settled through amicable negotiation, failing which it shall be referred to arbitration in accordance with the **Arbitration Act No. 11 of 1995**.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of Sri Lanka on the day and year first above written.

For and on behalf of the Purchaser:

Name

Signature

Date

Name of witness 1

Signature

Date

Address of witness

Name of witness 2

Signature

Date

Address of witness

For and on behalf of the Supplier:

Name

Title/ Designation

Signature and Date

Common Seal

Name of witness 1

Signature

Date

Address of witness

Name of witness 2

Signature

Date

Address of witness

Volume 2

View Purpose Only

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 Bids

View Purpose Only

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.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Secretary, Ministry of Trade, Commerce, Food Security and Co-operative Development, No. 492, R.A. De Mel Mawatha, Colombo 03.
ITB 1.1	The name and identification number of the Contract are: Procurement of Supply, Installation and commissioning of Paddy Dryers - Distribute among Registered Co-operative Societies MT/PMDII/01/06/PADDY DRYERS
ITB 2.1	The source of funding is: GOSL
ITB 4.4	Foreign bidders <i>are not allowed to participate in bidding.</i>
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: Senior Procurement Officer Address: Ministry of Trade, Commerce, Food Security and Co-operative Development No. 492, "M" Floor, R. A De Mel Mawatha, Colombo 03. City: Colombo 03 Telephone: 011-2110583 Facsimile number: 011-2110579 Electronic mail address: procurement1@trademin.gov.lk
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents: • A copy of the Business Registration Certificate / Incorporation Certificate. • VAT Registration Certificate (if applicable)

	• Manufacturer’s Authorization • Detailed technical compliance sheet • Evidence of previous supply of similar goods (at least 3 contracts of similar nature and value) • Audited Financial Statements for the last three years • Certificate of Registration under the Public Contract Act No. 3 of 1987 (if applicable) • After-sales service plan and availability of spare parts • Drawings ▪ Machinery Layout Drawings Arrangement of machinery within cooperative society premises Space requirements and installation positions ▪ Electrical Drawings Power supply requirements and wiring layout for machinery installation ▪ Mechanical Drawings Assembly diagrams and technical specifications of the machinery Safety and operational flow diagrams (if applicable) • Delivery and implementation schedule signed by the bidder									
ITB 14.3	<i>The bidders may quote following minimum quantities:</i> <table><tr><th>Lot No.</th><th>Description of Goods</th><th>Quantity</th></tr><tr><td>1</td><td>10 MT Paddy Dryer (Kerosene/Diesel)</td><td>38</td></tr><tr><td>2</td><td>10 MT Paddy Dryer (Paddy Husk)</td><td>07</td></tr></table>	Lot No.	Description of Goods	Quantity	1	10 MT Paddy Dryer (Kerosene/Diesel)	38	2	10 MT Paddy Dryer (Paddy Husk)	07
Lot No.	Description of Goods	Quantity								
1	10 MT Paddy Dryer (Kerosene/Diesel)	38								
2	10 MT Paddy Dryer (Paddy Husk)	07								
ITB 17.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): At least 10 years (120 Months)									
ITB 18.1 (b)	After sales service is: required									
ITB 19.1	The bid shall be validity until 28th October 2026									
ITB 20.1	Bid shall include a Bid Security issued by a License Commercial Bank (LCB) operating in Sri Lanka, approved by the Central Bank of Sri Lanka.									
ITB 20.2	The amount of the Bid Security shall be: LKR 7,500,000.00 The validity period of the bid security shall be Valid Up to 90 days from submission date of Bid. Any bid not accompanied by a Bid Security may be rejected by the Purchaser as non-responsive									

	(b) price adjustment for correction of arithmetical errors; (c) price adjustment due to discounts offered. 3. The Purchaser's evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods. .
ITB 35.5	Bidders shall be allowed to quote for one or both.

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Section III. Evaluation and Qualification Criteria

Evaluation:

This Section complements the Bidding Data Sheet (BDS). It contains the criteria that the Purchaser will use to evaluate a Bid and determine whether a Bidder meets the required qualifications. No other criteria shall be used.

At the Preliminary Evaluation Stage, the following will be verified:

- Eligibility and legal capacity of the Bidder;
- Submission of a properly completed Bid Form;
- Submission of valid Bid Security as specified in the BDS;
- Compliance with submission requirements and completeness of the bid.

Detailed Evaluation Criteria

Only bids determined to be **substantially responsive** will be evaluated further, based on the following criteria:

1. **Compliance with Technical Specifications**
 - Conformity of the offered machinery and equipment with the specifications and performance requirements stated in Section VI – Schedule of Requirements.
 - Any deviation from required specifications will be evaluated in accordance with the provisions of ITB 31 (Evaluation and Comparison of Bids).
2. **Delivery Schedule**
 - Compliance with the required delivery and installation schedule stated in the Schedule of Requirements.
 - Preference may be given to bidders offering earlier delivery within the required period.
3. **After-Sales Service and Warranty**
 - Adequacy of the warranty period and after-sales service facilities offered in Sri Lanka.
 - Warranty shall not be less than **24 months** from the date of acceptance.
4. **Bid Price and Cost Evaluation**
 - Evaluation will be based on the **total cost** including all applicable taxes, duties, delivery, installation, and commissioning.
 - Errors will be corrected as per ITB 30.
5. **Completeness of the Bid**
 - Bids must include all items and components specified. Partial or incomplete bids will be rejected as non-responsive.

Post Qualification:

After completing the evaluation of substantially responsive bids, the Purchaser shall verify the Bidder's qualifications to perform the contract, including:

- Documentary evidence of similar supply contracts successfully completed within the last **three years**;
- Availability of after-sales service facilities and qualified technical staff in Sri Lanka;
- Financial capability to perform the contract (e.g., evidence of adequate liquidity, lines of credit, or annual turnover as specified in BDS);
- Compliance with delivery commitments.

The Purchaser reserves the right to **visit the Bidder's facilities or inspect supplied items previously delivered** to verify compliance with the information provided in the bid

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Section IV. Bidding Forms

Table of Forms

Bid Submission Form	
Price Schedule:	
Bid Security (Guarantee)	
Performance Guarantee/Security	
Manufacturer's Authorization	

Bid Submission Form (Lot 1- Kerosene/Diesel)

[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 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:

.....
[* insert complete name of Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:.....
[insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services
.....
[* insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid without VAT, including any discounts offered is:
.....
.....[insert the total bid price in words and figures];
- (d) The total price of our Bid including VAT, and any discounts offered is:
.....
..... [insert the total bid price in words and figures];
- (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 26.1, 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 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]*

Rubber Stamp

Bid Submission Form (Lot 2 - Paddy Husk)

[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 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:
[insert complete name of Purchaser]*

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Documents, including Addenda No.:.....
[insert the number and issuing date of each Addenda];
- b. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services.....
[insert a brief description of the Goods and Related Services];*
- c. The total price of our Bid without VAT, including any discounts offered is:
[insert the total bid price in words and figures];
- d. The total price of our Bid including VAT, and any discounts offered is:.....
[insert the total bid price in words and figures];
- 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 26.1, 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 blacklisted by the National Procurement Agency;

- i. 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.
- j. 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]*

Rubber Stamp

PRICE SCHEDULE (Lot 1- Kerosene/Diesel)

Revised

1	2	3	4	5	6	7	8	9	10	11
Line Item No.	Description of Goods or related services	Qty and unit	currency	Unit price (CIF)	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)
1	10 MT Paddy Dryer (Kerosene/Diesel)	38	USD							
			LKR							

VAT Reg No :

Signature :

Name :

Rubber Stamp :

Date :

PRICE SCHEDULE (Lot 2 - Paddy Husk)*Revised*

1	2	3	4	5	6	7	8	9	10	11
Line Item No.	Description of Goods or related services	Qty and unit	currency	Unit price (CIF)	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)
2	10 MT Paddy Dryer (Paddy Husk)	07	USD							
			LKR							

VAT Reg No :

Signature :

Name :

Rubber Stamp :

Date :

Bid Security / 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: *Secretary,, Ministry of Trade, Commerce, Food Security and Co-operative Development, No:492, R.A De Mel Mawata,Colombo 03.*

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 of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer 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)

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Performance Guarantee/Security

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

Beneficiary: *Secretary,, Ministry of Trade, Commerce, Food Security and Co-operative Development, No:492, R.A De Mel Mawata,Colombo 03.*

Date:

PERFORMANCE GUARANTEE/SECURITY No.:.....

We have been informed that[*name of Contractor/supplier*]
(hereinafter called 'the Contractor') has entered into Contract No.
.....(*reference number of the contract*) dated with you,
for the..... [insert "construction / "supply"] of
.....[*name of contract and brief description of Works or supply*] (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 Contractor, we[*name of Agency*] hereby
irrevocably undertake to pay you any sum or sums not exceeding in total an amount of
.....[*amount of 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/security shall expire, no later than the day of,
20..... [insert 28 days beyond the scheduled contract completion date]. and any demand
for payment under it must be received by us at this office on or before that date.

.....
Signature(s)

Manufacturer's Authorization

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

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

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

To: Secretary, Ministry of Trade, Commerce, Food Security and Co- operative Development, No. 492, R.A. De Mel Mawatha, Colombo 03

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]*

Section V. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule
2. List of Related Services and Completion Schedule
3. Technical Specifications

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2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates]

Service	Description of Service	Quantity ¹	Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable

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]
1 \\	Lot 1 (Kerosene /diesel)	38	38	MPCS- Maradankadawala, Huruluwewa, Galnewa, Nochchiyagama Nawa, Higurakgoda, Medirigiriya, Ridigama, Nikaweratiya, Giribawa, Kobeigane, Karuwalagaswewa, Nawagaththegama, Seruwila, Kantale, Panama Gam Sabhawa Pradeshaya, Dehiattakandiya, Ampara District Mills and Entrepreneurs, Koralei North, Koralei South, Palugamam Mando Nawagiri, Echchantiv Kannankuda, Eravur North West, Eravur, Saindamardu, Navindavalli, Kareithiv, Samanthurei, Nindavur, Addaleichenai, Akkaraipattu Madyama, Alayadivembu, Weeraketiya, Walasmulla, Hasalaka, Divulapelessa Dedunu Agri Coop, Millathtawa Ranmuthu Sanasa, Athugala Agri Coop, Vihanga Agri Development Coop	75 Days Earlier delivery is preferred and may be taken into consideration during the evaluation of bids, where applicable.		
2	Lot 2 (Paddy Husk)	07	07	MPCS – Jayanthipura, Padavi Sripura, Galoya Mitiyawatha Meda Palatha, Manmunei South West, Waraichulla Kalmune, Hungama, Beliatta, Hewagamkorale West			

3. Technical Specifications

Specifications for 10 MT Paddy Dryer (kerosene/diesel)				
	Description	Specifications	Bidder Response (Yes/No)	Remarks
1.	Make	Specify		
2.	Model	Specify		
3.	Country of origin	Specify		
4.	Country of manufacture	Specify		
5.	Purpose of the machine	To reduce the field moisture level of paddy grains for longer storage with uniform drying mechanism.		
6.	Type	Circulation type batch dryer (Fixed type)		
7.	Heat supply system	Indirect Heating (Through heat exchanger) or Direct heating (should be complete combustion in burner and grains should be free from fuel smell)		
8.	Efficiency	Minimum damage to grain with 24 hours continuous running capacity.		
9.	Capacity	10 MT/batch		

10.	Material of construction	All food contact surfaces should be constructed using stainless steel (SS-304) or any other globally accepted food grade materials.		
11.	Heat source	Kerosene /diesel		
12.	Temperature	40-90 °C		
13.	Burner	Should have 5 years warranty (country of origin should be mentioned)		
14.	Heat control	Should be Automatic (should be with temperature control unit to control up to 100 °C, temperature display and timer), and Automatic build -in grain moisture meter		
15.	Fuel consumption	10-16 liters per hour		
16.	Moisture removal rate	Ranging 1.0 % to 1.5% per hour		
17.	Loading & unloading time	Specify		
18.	Electrical mains	380 - 415V, 50 Hz		
19.	Total power requirement	12-15kW		
20.	Accessories	All required accessories should be provided alone with the dryer		
21.	Dust collecting system	There should be dust collecting system with cyclone separator		
22.	Safety of the user	Method of operation should ensure the operator safety. Ex: Safety alarms for over load, heat etc.		

23.	Operational Manual	All manuals should be in English language and operational instructions should be provided clearly		
24.	Standards & certification	Product certification or system certification Ex: ISO etc.		
25.	Installation	Should be done by the supplier		
26.	Warranty	Minimum two years including motors		
27.	After sales service and Spare parts availability	Minimum 5 years		
28.	Free service	Minimum two times (within one year from the date of commissioning)		
29.	User Training	Operation and maintenance training should be provided		

Specifications for 10 MT Paddy Dryer (paddy husk)				
	Description	Specifications	Bidder Response (Yes/No)	Remarks
01	Make	Specify		
02	Model	Specify		
03	Country of origin	Specify		
04	Country of manufacture	Specify		
05	Purpose of the machine	To reduce the field moisture level of paddy grains for longer storage with uniform drying mechanism.		
06	Type	Circulation type batch dryer (Fixed type)		
07	Heat supply system	Indirect heating (Through heat exchanger)		
08	Efficiency	Minimum damage to grain with 24 hours continuous running capacity.		
09	Capacity	10 MT/batch		
10	Material of construction	All food contact surfaces should be constructed using stainless steel (SS-304) or any other globally accepted food grade materials.		
11	Heat source	Paddy husk		

12	Temperature	40-90 °C		
13	Burner	Should have 5 years Warranty(Country of origin should be mentioned)		
14	Heat control	Should be Automatic (should be with temperature control unit to control up to 100 °C, temperature display and timer), and build- in grain moisture meter		
15	Moisture removal rate	Ranging 1.0 % to 1.5% per hour		
16	Loading & unloading time	Specify		
17	Electrical mains	380 - 415V, 50 Hz		
18	Total power requirement	13-17 kW		
19	Paddy husk Furnace			
	Heat source	Dried paddy Husk		
	Heat	114000 kCal /h		
	Ash Discharge	Manual or Automatic		
	Heating System	Indirect Hot air		
	Husk consumption	50-70 kg/h		
	Exhaust Duct	Stainless Steel		
	Furnace Blower power	1 kW		
	Fuel Input	Screw system including Hopper		

20	Accessories	All required accessories should be provided alone with the dryer		
21	Dust collecting system	There should be dust collecting system with cyclone separator		
22	Safety of the user	Method of operation should ensure the operator safety. Ex: Safety alarms for over load, heat etc.		
23	Operational Manual	All manuals should be in English language and operational instructions should be provided clearly		
24	Standards & certification	Product certification or system certification Ex: ISO etc.		
25	Installation	Should be done by the supplier		
26	Warranty	Minimum two years including motors		
27	After sales service and Spare parts availability	Minimum 5 years		
28	Free service	Minimum two times (within one year from the date of commissioning)		
29	User Training	Operation and maintenance training should be provided		

- All offers must comply with given specifications as appropriate.
- All the bidders need to be completed their bidding documents on a lot-by-lot basis. Bidders are permitted to bid for any one, more than one, or both lots. A separate, complete bid must be submitted for each lot the Bidder intends to bid for.
- The evaluation and award of contract shall be conducted separately for each individual lot. Contracts may be awarded to one or more Bidders.
- It is mandatory that the supplier fills the compliance sheet with correct information.
- Supplier shall provide on-site demonstration and basic operator training after installation.
- Bidder should provide transportation/delivery facilities to the given locations.

- Approval for payment will be given upon completing the supply, installation and commissioning of the paddy dryers successfully.
- Bidder should provide,
 - a. Manufacture's technical brochure/catalogue
 - b. Certificate of origin and year of manufacture
 - c. Authorized dealership or manufacture's authorization letter
 - d. Warranty certificate and after sales service plan
 - e. Delivery schedule and list of recommended spare parts

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.

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

CC 1.1(i)	The Purchaser is Secretary, Ministry of Trade, Commerce, Food Security and Co- operative Development, No. 492, R.A. De Mel Mawatha, Colombo 03
CC 1.1 (m)	The Final Destination are mentioned in Delivery Schedule
CC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention ² : Secretary, Ministry of Trade, Commerce, Food Security and Co- operative Development Address: No. 492, R.A. De Mel Mawatha, Colombo 03 Telephone: 011-2110583 Facsimile number: 011-2110579 Electronic mail address: procurement1@trademin.gov.lk

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: A: For Goods offered within Sri Lanka Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.
CC 17.1	A Performance Security ³ shall be submitted for a value of 10%of the Contract Value
CC 25.1	The inspections and tests shall be ⁴ : Required
CC 25.2	The Inspections and tests shall be conducted a ⁵ t: mentioned in Delivery Schedule
CC 26.1	The liquidated damage shall be ⁶ : 0.5... % per week
CC 26.1	The maximum amount of liquidated damages shall be ⁷ : 10..... %

² insert full name and the designation of the officer, if applicable

³ insert “shall” or “shall not” be required

⁴ insert nature, frequency, procedures for carrying out the inspections and tests

⁵ insert name(s) of location(s)

⁶ insert number

⁷ insert number

Check List

No	Document Required	Submitted (✓/X)	Remarks
01.	Copy of the Business Registration Certificate / Certificate of Incorporation	☐	
02.	VAT Registration Certificate (if applicable)	☐	
03.	Manufacturer's Authorization	☐	
04.	Detailed technical compliance sheet	☐	
05.	Evidence of previous supply of similar goods (at least 3 contracts of similar nature and value)	☐	
06.	Audited Financial Statements for the last Three years	☐	
07.	Certificate of Registration under the Public Contract Act No. 3 of 1987 (if applicable)	☐	
08.	After-sales service plan and availability of spare parts	☐	
09.	Drawings Machinery Layout Drawings Arrangement of machinery within cooperative society premises Space requirements and installation positions	☐	
	Electrical Drawings Power supply requirements and wiring layout for machinery installation	☐	
	Mechanical Drawings Assembly diagrams and technical specifications of the machinery Safety and operational flow diagrams (if applicable)	☐	
10.	Delivery and implementation schedule signed by the bidder	☐	