

INVITATION FOR BIDDING



GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

Ministry of Provincial Councils and Local Government (MPCLG)

Bids are invited for Procurement of 09 (Nine) Nos. Brand New Skid Steer Loaders for Ministry of Provincial Councils and Local Government.

1. Ministry of Provincial Councils and Local Government on behalf of Government of the Democratic Socialist Republic of Sri Lanka invites sealed bids from eligible bidders for above supply.
2. The details and bid security amount is given in the table below. Also while the detailed qualifications and experience requirements are mentioned in the bid document, some key qualification and experiences for supply are given below.

	Name of the package	Quantity	Bid security amount in Sri Lanka Ruppee (LKR)	Main qualification and Experience Requirements	
				Financial	Technical
1	Procurement of 09 (Nine) Nos. Brand New Skid Steer Loaders for Local Authorities.	09 (Nine)	900,000.00	Positive Net worth turnover - 68 million (Average of Last 5 years) Bid capacity – 36 million	03 years general supply experience and one similar supply contract 50 million (In last 3 years)

3. Bidders who satisfy the minimum qualification and experience requirements mentioned in the respective bidding documents can apply.
4. National competitive bidding will be conducted in accordance with Government of Sri Lanka, Single Stage one envelope procedure and is open to all bidders from eligible source countries.
5. Interested eligible bidders may obtain further information from Director, National Solid Waste Management Support Centre (Tele. 0112423146) and inspect the bidding documents at the address given below.

Accountant (Supplies), Accounts Division, Ministry of Provincial Councils and Local Government, No.330, Union Place, Colombo 02.

6. The bidding documents in English language can be purchased, by interested bidders on the submission of a written application to the address in paragraph 4 above, upon payment of a non refundable fee of **Rs. 12,500/-** by cash for obtaining bidding document from **08th May 2017 to 26th May 2017** on normal working days (hours 9.00 a.m. to 3.00 p.m.) (Bidding documents can also be viewed from the Ministry of Provincial Councils and Local Government website www.lgpc.gov.lk (for viewing only). But for submission, the bidders must compulsorily submit the document which is purchased from the office mentioned above.)
7. Pre bid meeting is organised on **22nd May 2017 at 2.00 p.m.** at the Ministry.
8. Sealed bids in the manner described in the bidding document, must be delivered to the address below.

Chief Accountant,

Ministry of Provincial Councils and Local Government,

No.330, Union Place,

Colombo 02.

Or submitted in the Tender Box provided at the same address on or before **29th May 2017 at 2.00 p.m.**

The bids submitted must be accompanied by a bid security in the required format for the amount as mentioned in the table given vide paragraph 2 above. Late and open bids will be rejected. Bids will be opened in the presence of bidders or their representatives who choose to attend at the address mentioned in paragraph 6 above immediately after the deadline for submission of bids.

9. The Ministry of Provincial Councils and Local Government will not be responsible for any costs or expenses incurred by the bidders in connection with the preparation or delivery of Bids.

H.T. Kamal Pathmasiri

Secretary – Ministry of Provincial Councils and Local Government / Chairman –
Ministry Procurement Committee

No.330, Union Place,

Colombo 02,

Sri Lanka.



DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
Ministry of Provincial Councils and Local Government

NATIONAL SOLID WASTE MANAGEMENT SUPPORT CENTRE

**Procurement of 09 (Nine) Nos. Brand New Skid Steer Loaders
for Local Authorities in Sri Lanka.**

No. PL/05/2017/G/Q/59

**Single – Stage: Single – Envelope
Bidding Procedure for Procurement of Goods**

Issued on : 2017

Purchaser : Ministry of Provincial Councils and Local Government
No.330, Union Place, Colombo 02.

Country : Sri Lanka

..... 2017

**Ministry of Provincial Councils and Local Government
No.330, Union Place, Colombo 02.**



STANDARD BIDDING DOCUMENT

PROCUREMENT OF GENERAL GOODS

NATIONAL COMPETITIVE BIDDING

NPA/Goods/SBD 01

Section I. Instructions to Bidders (ITB)

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

General

1. Scope of Bid 1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;

(b) if the context so requires, “singular” means “plural” and vice versa; and

(c) “day” means calendar day.

2. Source of Funds 2.1 Payments under this contract will be financed by the source specified in the BDS.

3. Ethics, Fraud and Corruption 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

- * Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- * Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public

Section I Instructions to Bidders official in the procurement process or in contract execution;

(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

4. Eligible Bidders

4.1 All bidders shall possess legal rights to supply the Goods under this contract.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk .

4.4 Foreign Bidder may submit a bid only if so stated in the in the BDS.

5. Eligible Goods and Related Services

5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

Contents of Bidding Documents

6. Sections of Bidding Documents

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

Volume 1

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

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation For Bid

Section I Instructions to Bidders

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8. Amendment of Bidding Documents

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

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

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

Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

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

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

(a) on components and raw material used in the manufacture or assembly of goods quoted;
or

(b) on the previously imported goods of foreign origin . (ii) However, VAT shall not be included in the price but shall be indicated separately;

(iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv) the price of other incidental services .

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

14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15. Currencies of Bid

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

17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.

18. Documents Establishing the Qualifications of the Bidder

18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

(b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.

20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:

(a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;

(b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.

(c) be substantially in accordance with the form included

(d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

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

20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB SubClause 19.2; or

(b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 42;

(ii) furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

21.3 Any interlineations, erasures, or overwriting shall be valid only if 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 containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Withdrawal, and Modification of Bids

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

(a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

26.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or BidSecuring Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub Clause 24.1.

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

27. Confidentiality

- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its BidSecuring Declaration shall be executed.

31. Preliminary Examination of Bids

- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB SubClause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to Single Currency

- 34.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference

- 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35. Evaluation of Bids

- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3

(d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

(e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids

35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

37. Post qualification of the Bidder

37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

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

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

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

Award of Contract

39. Award Criteria

39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the

Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Purchaser's Right to Vary Quantities at Time of Award

- 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit which ever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

41. Notification of Award

- 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42. Signing of Contract

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

43. Performance Security

- 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 43.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the BidSecuring Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

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 ¹ : Ministry of Provincial Councils & Local Government
ITB 1.1	The name of the NCB is Procurement of 09 (Nine) Nos. Brand New Skid Steer Loaders for Local Authorities in Sri Lanka
ITB 2.1	The source of funding is ² : Government of Sri Lanka
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention ³ : Director Address ⁴ : National Solid Waste Management Support Centre, Ministry of Provincial Councils & Local Government Telephone: 011-2423146 Facsimile number: 011-2302722 Electronic mail address: nswmsc@pclg.gov.lk
	C. Preparation of Bids
ITB 11.1 (e)⁸	The Bidder shall submit the following additional documents: Information on the facility of maintenance services in Sri Lanka.
ITB 18.1 (b)	After sales service is: required
ITB 19.1	The bid shall be validity until. :28 th August 2017 (91 days from the date of bids closing.)

¹ insert **complete** legal name of the Procuring Entity

² insert the source of funding such as GOSL, World Bank, Asian Development Bank etc

³ insert name and designation of the Officer responsible for clarifications e.g. Head of the Procurement Division if any]

⁴ insert floor and room number, if applicable

ITB 20.2¹³	“ Rs. 900,000/- ” Bid security shall be ¹⁴ : Sri Lankan Rupee (LKR) 28 days from the expiration of bid validity. (until 25 th September 2017)
D. Submission and Opening of Bids	
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks ⁵ : (PL/05/2017/G/Q/59)
ITB 23.1	For bid submission purposes, the Purchaser’s address is: Attention ⁶ : Chief Accountant, Address ⁷ : Ministry of Provincial Councils & Local Government, No 330, Union Place, Colombo 02. The deadline for the submission of bids is: Date ⁸ : 29 th May 2017 Time ⁹ : 2.00 p.m.
ITB 26.1	The bid opening shall take place at: Finance Division Address: Ministry of Provincial Councils & Local Government, No 330, Union Place, Colombo 02. Date: 29 th May 2017 Time: 2.00 p.m.
E. Evaluation and Comparison of Bids	
ITB 34.1	Domestic preference be a bid evaluation factor.

⁵ insert the name and/or number that must appear on the bid envelope to identify this specific bidding process

⁶ insert full name and the designation of the officer in charge

⁷ insert floor and room number, if applicable] [important to avoid delays or misplacement of bids

⁸ insert date, month, and year, i.e. 15 September, 2006

⁹ insert time, and identify if a.m. or p.m., i.e. 10:30 a.m

Section III. Evaluation and Qualification Criteria

Evaluation Criteria

Scope

Multiple Contracts

Technical Criteria

Economic Criteria

Margin of Preference

Qualification Criteria

Financial Criteria

Experience Criteria

Supply Capacity

Litigation History

A. Evaluation Criteria

1. Scope

The goods and services to be priced by the bidder shall include price of supplying items as Mentioned in Section VI–Schedule of Supply to the office of Ministry of Provincial Councils and Local Government. No.330, Union Place, Colombo 02, Sri Lanka.

Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods up to Project Site, including the costs of registration of the vehicles in the names of pradeshiya sabhas as informed by the Purchaser as defined in Section VI, Schedule of Supply, shall be quoted in the PRICE SCHEDULE provided in Price Bid Volume. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs equal to highest price quoted for the item amongst the other bidders will be added to for comparison purpose only to get the evaluated bid price. But the ‘Award Price’ to the successful bidder would be based on lowest evaluated bid price without the price adjusted on account of missing costs of these services.

Non material or nonconformities or Omissions:

Pursuant to sub clause 31.4 of Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. If any item is not quoted by the bidder, to this effect the bid price will be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. For this purpose, the highest price quoted amongst the substantially responsive bidders of that particular missing or non-conforming item would be added to the Bid Price to arrive at the Evaluated Bid Price of the respective bidder. (in case all the bidders have not quoted the particular item, then the Engineers Estimate for the particular item would be taken for this purpose). However, it should be noted that this adjustment would be for comparison only and the “Award Price” to the successful bidder would be based on the lowest evaluated bid price without the price adjusted for the purpose on non conformities / errors / omissions. No separate payment would be made to the missing or non confirming item and it deemed that supplier would supply the missing / nonconfirming item at the “Award Price”.(calculated without adjustments of missing or non-confirming item or components) as mentioned above.

2. Multiple Contracts

Not Applicable

3. Technical Criteria

The technical specifications as specified in Section VI, Schedule of Supply shall have to be satisfied.

Economic Criteria

Adjustment for Deviation from the Terms of Payment:

Deviations from the Terms of Payment as specified in special Conditions of Contract sub clause 16.1 shall not be permitted.

Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the delivery schedule as specified in Section VI, Schedule of supply are not permitted.

Note: Bidders are required to quote prices for 100% quantity for each of the item. Bidders not quoting for entire quantities of all items may be considered as non-responsive, if it does not accept the evaluation criteria on missing / non conforming items.

4. Margin of Preference

The Margin of Preference will not apply for this contract

Qualification Criteria

The Purchaser will take account of the following financial criteria to verify the qualifications of the bidders. These criteria will be evaluated on a pass fail basis.

2.0 Financial Criteria

- 2.1 Submission of audited balance sheets and income statements for the last three **(3) years** to demonstrate the current soundness of the supplier's financial position. As a minimum, supplier's net worth calculated as a difference between total assets and total liabilities should be **positive** for each of the last three years.
- 2.2 Having of average annual turnover in the last three years equal to or exceeding LKR 68 million or equivalent
- 2.3 The suppliers financial capacity calculated as $7 * \text{Working Capital (current assets - current liabilities) + Lines of Credit - 40 \% of the Current Contract Commitments}$ should be equal to or greater than Sri Lankan Rupees **10** million

3.0 Experience Criteria

The experience in supply of the goods / equipment specified in the schedule of supply Section VI or similar equipment for at least 3 **years** prior to the application submission deadline.

4.0 Supply Capacity.

Participation in at least one contract within the last 03 years that has been successfully or substantially completed and that is in similar nature to the proposed work, where the value of the bidders, participation exceeds Rs 36 million. The similarity of the bidder,s participation shall be based on the physical size, nature of the work, complexity, method, technology or other characteristics.

Has an arrangement of service facilities in Sri Lanka to execute the repair works.

Has an arrangement to provide the spare parts in Sri Lanka.

5.0 Litigation History

All pending litigation shall be treated as resolved against the Applicant and so shall in total not represent not more than 50% of the Applicant's net worth

Section IV. Bidding Forms

Table of Forms

Technical Proposal Submission Sheet

Price Proposal Submission Sheet

Price Schedule

Bid Security.....

Bidder Information Sheets

Manufacturer's Authorization.....

Technical Proposal Submission Sheet

Date: _____

NCB No.:

Invitation for Bid No.:

To: Secretary and Chairman Procurement Committee.
Ministry of Provincial Councils and Local Government
No. 330, Union Place, Colombo 02, Sri Lanka

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following Goods and Related Services: _____
- (c) Our Bid shall be valid for a period of ____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of ____ percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries _____;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Government of Sri Lanka;
- (h) 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.

- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit Government of Sri Lanka or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Government of Sri Lanka .

Name _____
In the capacity of _____
Signed _____
Duly authorized to sign the Bid for and on behalf of _____
Date _____

Bid Submission Form

[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 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;

- (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 4.3;
- (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]*

Ministry of Provincial Councils & Local Government
Price Schedule

Procurement of 09 nos. New Skid Steering loader for Local Authorities.

Name of Bidder

Package No.....

SI No.	Description	Country of Origin	Quantity In Nos.	Unit Price (LKR)	Amount (LKR)	Transportation To all destinations up to installation (Total) (LKR)	Sales and Other Taxes, VAT, etc (LKR)	Total Price including Taxes and all other charges. (LKR)	Price excluding taxes (LKR)
1	2	3	4	5	6=(4x5)	7	8	9=(6+7+8)	10=(9-8)
1	Brand New Skid Steer Loaders (As per specifications provide in section VI of Main Bid Document		09						

Bid Security

Date:
NCB No.:
Invitation for Bid No.:

**To: Secretary and Chairman Ministry Procurement Committee,
Ministry of Provincial Councils and Local Government
330, Union Place, Colombo 02, Sri Lanka**

Whereas _____

(Hereinafter “the Bidder”) has submitted its Bid dated _____ for
NCB No. _____ for the supply of _____
_____ hereinafter
called “the Bid.”

KNOW ALL PEOPLE by these presents that WE _____
of _____ having our registered
office at _____ (hereinafter “the
Guarantor”), are bound unto _____
_____ (hereinafter
“the Purchaser”) in the sum of _____
for which payment well and truly to be made to the aforementioned Purchaser, the Guarantor
binds itself, its successors, or assignees by these presents. Sealed with the Common Seal
of this Guarantor this _____ day of _____, _____.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provide
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:
 - (a) execute the Contract; or
 - (b) accept the correction of its Bid by the Purchaser, pursuant to Clause 31; or
 - (c) furnish the Performance Security, in accordance with the Clause 44.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name _____

In the capacity of _____

Signed

Duly authorized to sign the Bid Security for and on behalf of _____

Date _____

Manufacturer's Authorization

Date: _____

NCB No.

Invitation for Bid No.

To: Secretary / Chairman (Procurement Committee)
Ministry of Provincial Councils and Local Government
330, Union Place, Colombo 02 - Sri Lanka

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name

In the capacity of: _____

Signed

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Bidder's Information Sheets

(The Bidder shall fill in this Form in accordance with the Instructions indicated below. In case of Joint Venture, Consortium, Association the required information should be provided for each party including Sub-Contractors. No alterations to its format shall be permitted and no substitutions shall be accepted. The General Information shall be prepared in a Letter Head of the Bidder.)

1. (a) General Information

Date:

NCB No:

1. Bidder's Legal Name:
2. Bidders Registration Information: (attached copies of Original Document)
 - (a) Country
 - (b) Business Registration No. Year:
3. Bidders Nationality:
4. Bidders Legal Address:
5. Bidders Authorized Representatives Information: (attach Power of Attorney)
 - (a) Name :
 - (b) Position :
 - (c) Address :
 - (d) Contact Nos.: Telephone Fax:
 - (e) Email address:

1. (b) JV Information Sheet

Each member of a JV must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV, partner's or Subcontractor's legal name	
JV, partner's or Subcontractor's country of constitution	
JV, partner's or Subcontractor's year of constitution	
JV, partner's or Subcontractor's legal address in country of constitution	
JV, partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
<input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with, ITB 4.1(a) and 4.2.	
<input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 4.1(b)	
<input type="checkbox"/> 3. In case of a government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, In accordance with ITB 4.5.	

2. Pending Litigation

Each member of a JV must fill in this form

Pending Litigation			
<input type="checkbox"/> No pending litigation in accordance with relevant Criteria of Section 3 (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with relevant Criteria of Section 3 (Evaluation and Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in Sri Lankan Rupees	Value of Pending Claim as a Percentage of Net Worth

3. Financial Situation

Each Applicant or member of a JV must fill in this form

Financial Data for Previous 3 Years [Sri Lankan Rupees]		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Attached are copies of audited financial statements (balance sheets including all related notes, and income statements for the last three years), as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Applicant or partner to a JV, and not sister or parent companies.
- Historical financial statements must be audited by a certified accountant.
- Historical financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

4. Average Annual Turnover

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed in Sri Lankan Rupees (LKR)

Annual Turnover Data for the Last 3 Years			
Year	Amount Currency	Exchange Rate	Sri Lankan Rupees
Average Annual Turnover			

5. Financial Resources

Specify proposed sources of Financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and qualification Criteria)

Financial Resources		
No.	Source of financing	Amount (Sri Lankan Rupees)
1.		
2.		
3		
4		
5		

6. Current Supply Commitments

Bidders and each partner to a JV should provide information on their current commitments on all supply contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [LKR]	Estimated Completion Date	Average value of work completed monthly [LKR]
1					
2					
3					
4					
5					

7. Details of supplies to show the required supply capacity. (Attach supporting documents)

No.	Date of order received	Date of order completed	Brief description of type of goods supplied	Name of customer	Value of supply without VAT	Roll (Main cont./ sub. Cont./partner) of bidder in the supply

8 Workshop Facilities and Trained Personnel

1. Name of the Bidder:
2. Number of Technical Personnel
Full Time:
Part Time:
3. Full time Engineers/Technician

Name

Qualifications

4. Special Training received if any:
5. Workshop Facilities available : Yes/No
5.1 Floor Area(Approximate):
5.2 Address of the workshop:
6. Whether the workshop facilities owned by the bidder: Yes/No

Signature of the Authorized Representative.

Section V. Schedule of Requirements

Contents

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

List of Goods and Related Service

Item N°	Name of Goods or Related Service	Description	Unit of measurement	Quantity
1	Procurement of 09 (Nine) Brand New Skid Steer Loaders for the respective Pradeshiya Sabhas in Ministry of Provincial Councils and Local Government	09 (Nine) Brand New Skid Steer Loaders as per specifications given in this section	No.	09

Delivery and Completion Schedule

Item No.	Description of Goods or Related Service	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods or Completion Date for Related Service
<i>1</i>	<i>Procurement of 09 (Nine) Brand New Skid Steer Loaders for the respective Pradeshiya sabhas in Ministry of Provincial Councils and Local Government</i>	<i>3 Months</i>	<i>Ministry of Provincial Councils and Local Government, Union Place, Colombo 02.</i>	<i>Supply of Vehicles 4 Months from the date of agreement</i>

TECHNICAL SPECIFICATION

SKID STEER LOADER

NO	DESCRIPTION	PLEASE SPECIFY	REMARKS
1	<u>GENERAL PRODUCT INFORMATION</u>		
	1.1	Make and Model	
	1.2	Year of Manufacture	
	1.3	Country of Origin	
2	<u>PERFORMANCE</u>		
	2.1	Rated Operating Capacity not less than 700 Kg	
	2.2	Tipping Load should be not less than 1400 Kg	
	2.3	Operating Weight should be not less than 2800 Kg	
	2.4	Maximum Travel Speed shall not be less than 11 kph	
3	<u>ENGINE</u>		
	3.1	Diesel Engine	
	3.2	Direct Injection	
	3.3	Four stroke	
	3.4	04 cylinder	
	3.5	Water Cooled-Pressurized circuit	

	3.6	Power output not less than 55 HP at Rated RPM		
	3.7	Engine make & model should be specified.		
4	<u>HYDRAULIC SYSTEM</u>			
	4.1	Pump type should be engine driven gear type		
	4.2	Travel direction and speed to be controlled only by joysticks		
	4.3	Hydraulic Pump capacity should be not less than 60 LPM or 16 GPM		
5	<u>ELECTRICAL SYSTEM</u>			
	5.1	12 Volts battery		
	5.2	Necessary indicator and warning lamps should be available		
	5.3	The horn and reverse alarm to be provided		
6	<u>BUCKET CAPACITY & DIMENSIONS</u>			
	6.1	Bucket type shall be Combination.		
	6.2	Bucket width shall be between 60-70 inches.		
	6.3	Dump Height shall be not less than 2100 mm		
	6.4	Angle of Departure shall be not less than 23 deg		
	6.5	Ground Clearance shall be not less than 210 mm		
	6.6	Wheel Base shall be not less than 900 mm		
	6.7	Operating Height shall be not less than 3500 mm		

	6.8	Dump Angle at maximum height shall be around 40 deg		
7	<u>TIRES</u>			
	7.1	Traction type standard industrial tyres, Tyre size should be indicated.		
8	<u>OPERATORS CABIN</u>			
	8.1	ROPS CABIN should be consist with factory fitted Air Conditioner.		
	8.2	Adjustable cushion seat, seat belt and the safety bar should be available as standard.		
9	<u>INSTRUMENT PANEL</u>			
	9.1	Fuel Gauge		
	9.2	Lubrication Pressure Indicator		
	9.3	Charging Indicator		
	9.4	Cooling Water Temperature Gauge		
	9.5	Hour meter		
	9.6	All meters to be in metric system.		
10	<u>TOOLS</u>			
	10.1	One set of tool box should be provided with the machine.		
11	<u>MANUAL</u>			
	11.1	One set of manuals in English (Photocopy will not accepted) language covering the entire machine shall be supplied with the machine.		

12	<u>WARRANTY</u>			
	12.1	A successful bidder at least guarantee the Skid Steer Loader & it's components for a period of minimum one year or 2000 hours whichever occurs first.		
13	<u>AFTER SALES SERVICES</u>		<u>BIDDERS RESPONSE</u> YES/NO	
	13.1	Availability of workshop facility and ability to provide mobile services islandwide		
	13.2	Availability of an emergency call centre for service requests		
	13.3	Response time after receiving a service request		
14	<u>EXPERIENCE & POPULATION</u>			
	14.1	The bidders should have not less than 3 years of experience in supplying of Skid Steer Loaders in Sri Lanka.		
	14.2	Bidder should have supplied not less than 100 units of similar equipments for the last 3 years in Sri Lanka and Population list along with the customer contact details including telephone numbers should be submitted with the Bid.		
15	<u>TRAINING FOR OPERATORS</u>			
	15.1	Three days training for operators should be provided by selected bidder.		

Section VI. General Conditions of Contract

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Conditions 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 Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
 - (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (f) “GCC” means the General Conditions of Contract.
 - (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (h) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
 - (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
 - (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser

and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(1) "The project Site," where applicable, means the place named in the Contract Data.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

3.1 The Government of Sri Lanka requires the purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "Coercive practice" means an harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. 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 the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

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 Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 All Goods and Related Services to be supplied under the Contract and financed by the ADB shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

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 SCC. 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 Purchaser’s country, unless otherwise specified in the SCC.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

11. Scope of Supply

11.1 The Goods and Related Services to be supplied shall be as specified in Section VI, Schedule of Supply.

12. Delivery and documents

12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section VI, Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

13. Supplier’s Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause

11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Contract Price

14.1 The Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid,

15. Terms of Payment

15.1 The Contract Price, shall be paid as specified in the **Contract Data**.

15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

16. Taxes and Duties

16.1 The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

17. Performance Security

17.1 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

17.3 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

18. Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the

Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

19.3 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section VI, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

22. Packing and Documents

22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23. Insurance

23.1 Unless otherwise specified in the **Contract Data**, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

24. Transportation

24.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections VI, Schedule of Supply.

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the

Goods and Related Services as are specified in Sections VI, Schedule of Supply.

- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall

repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

26.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**28. Patent
Indemnity**

28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or

claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

29.1 Except in cases of gross negligence or willful misconduct :

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already

been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

**31. Force
Majeure**

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**32. Change
Orders and
Contract
Amendments**

32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- © the place of delivery; and
- (c) The Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

34. Termination

34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

(ii) If the Supplier fails to perform any other obligation under the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such

similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

34.2 Termination for Insolvency

- (a) The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

34.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

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

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: SRI LANKA
GCC 1.1(k)	The Purchaser is: <u>Ministry of Provincial Councils and Local Government</u>
GCC 1.1 (q)	The Site is: Office of the Ministry of Provincial Councils and Local Government, No. 330, Union Place, Colombo 02
GCC 4.2 (a)	The version of Incoterms shall be: Latest DDP
GCC 5.1	The language shall be: English
GCC 6.1	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 8.1	For notices , the Purchaser's address shall be: Attention: Secretary, Ministry of Provincial Councils and Local Government. Office: No. 330, Union Place, Colombo 02 Country: <u>Sri Lanka</u> Telephone: <u>+ 94 11 2399735</u> Facsimile number: <u>+94 11 2399725</u> Electronic mail address : secretary@pclg.gov.lk
GCC 9.1	The governing law shall be : The Laws of the Democratic Socialist Republic of Sri Lanka
GCC 10.2	The formal mechanism for the resolution of disputes shall be settled by Arbitration in accordance with provision of of Arbitration act No. 11 of 1995 Sri Lanka. Number of members in the arbitratory panel -03. The Place of arbitration - Colombo
GCC 11.1	The scope of supply shall be defined in: Section VI Schedule of Supply.
GCC 12.1	Details of shipping and documents to be furnished by the Supplier shall be:

	<p>Upon delivery of goods, the Supplier shall provide the Purchaser the following documents:</p> <p>(a) 3 Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount</p> <p>(b) Delivery note, railway receipt, or truck receipt:</p> <p>(c) Manufacturer's or Supplier's warranty certificate:</p> <p>(d) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report: and</p> <p>(e) Certificate of origin.</p>
GCC 15.2	The price adjustment shall be Not applicable
GCC 16.1	<p>The terms of payment shall be:</p> <p>Payment of Contract Price shall be made in the following manner</p> <p>The Purchaser shall pay the Supplier sixteen (16) percent of the Contract Price of the Goods paid within forty five (45) days by the Ministry of Provincial Councils and Local Government Commitment of receipt of the Goods upon submission of a claim supported by the final acceptance certificate issued by the officer designated by the Purchaser</p>
GCC 16.4	The currencies for payments shall be: Sri Lankan Rupee
GCC 18.1	<p>The Supplier shall provide a Performance Security of <u>10%</u> percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies:</p> <p>10 % of contract amount - Sri Lankan Rupees</p> <p>A performance security of <u>10 % of the Contract Price</u> shall be taken in favor of the Secretary, <u>The Ministry of Provincial Councils and Local Government</u>.</p>
GCC 18.3	The types of acceptable Performance Securities are: A Bank Guarantee issued by a state owned Bank in Sri Lanka or a Commercial Bank approved by Central Bank, Sri Lanka in the format included in Section IX to be issued.

GCC 18.4	Discharge of Performance Security shall take place: Within 30 days from the completion of suppliers obligation under the contract including warranty period in the proportions as mentioned in 18.1
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Painted the text in the colour and manner given by the Ministry of Provincial Council & Local Government.
GCC 24.1	The insurance coverage shall be in accordance with: A comprehensive insurance covering the driver and assistant needs to be taken for the market value of the vehicle for a period of one year from a reputable insurance agency
GCC 25.1	Obligations for transportation of the Goods shall be in accordance with: Inco Terms. Latest DDP
GCC 26.2	Tests and Inspections specified in Section VI, Schedule of Supply, shall be carried out at the following times or milestones, and places : The vehicles will be inspected and Certified by the Mechancial Advisor or a designated officer of the Ministry of Provincial Councils and Local Government for compliance to specifications with in 15 days of supply at the office of the Ministry of Provincial Councils and Local Government.
GCC 27.1	The liquidated damage shall be: 0.5 % of the contract price per week or part thereof
GCC 27.1	The maximum amount of liquidated damages shall be: 10 % of the Contract Price
GCC 28.3	The period of validity of the Warranty shall be: <u>As given in Section VI Schedule of Supply</u>
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within <u>two weeks</u> of being notified by the Purchaser of the occurrence of such defects
GCC 30.1	The amount of aggregate liability shall be: 100 % of the contract value

Section VIII. Contract Forms

Table of Forms

Contract Agreement

Performance Security

Advance Payment Security

Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the Purchaser"), of the one part, and _____ of _____ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____ (hereinafter "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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Purchaser's Notification to the Supplier of Award of Contract;
 - (b) The Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) The Special Conditions of Contract;
 - (d) The General Conditions of Contract;
 - (e) The Schedule of Supply; and
 - (f) The Specification

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.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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 _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

Performance Security

Date: _____

Contract Name and No. : _____

To: _____

WHEREAS _____ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

Advance Payment Security

Date: _____

Contract Name and No. : _____

To: _____

In accordance with the payment provision included in the Contract, in relation to advance payments, _____ (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned _____, legally domiciled in _____ (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date

