ORIGINAL

DIVISIONAL SECRETARIAT KALMUNAI

PROCUREMENT OF HAND LOOM MACHINE FOR WEAVING DEVELOP

Bid No : KM/DS/Pro/ SLIVE/INDS&SELF/2021/06

FINANCED UNDER UP LIFING Two LACK SAMURTDHI FAMILY LIVELIHOOD PROGRAMME 2021

Issued to:……………………………………………………………………

	Amount	Date	Receipt no
1. Non refundable deposit made :	…………..	…….	…………….

2. Name & designation of issuing officer: …………………………………….
3. Signature of issuing officer :…………………………………….

CHAIRMAN

Divisional Secretary
Regional Procurement Committee

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Section 1

1.1 Invitation for Bids

DIVISIONAL SECRETARIAT- KALMUNAI

PROCUREMENT OF HAND LOOM MACHINE FOR WEAVING DEVELOP UNDER UP LIFING Two LACK SAMURTDHI FAMILY LIVELIHOOD PROGRAMME 2021

Sealed bids are invited by the Chairman, R**egional Procurement Committee** on behalf of the Divisional Secretariat Kalmunai from qualified eligible bidders for the under mentioned items in the following table.

S.N	Name of Equipment	UNITS
1	Hand Loom Machine (Timber - Class- 1)	81

1. Procurement method will be open **competitive bidding**,(NCB) single stage envelope system.
2. A complete set of Bid document in English language can be purchase by interested bidder via email / down load Divisional secretariat web site **dsofficekalmunai@gmail.com** / directly on the submission of a written application and valid cash deposit slip of non refundable tender fee(contact number and name of the contractor should be indicated on the cash deposit slip) to the Accountant , Divisional Secretariat Kalmunai via email or directly from **07.10.2021** until **26.10.2021** during 9.00 hrs to 15.00hrs , The email address is **dsofficekalmunai@gmail.com**
   The non refundable fee Rs 1,500.00 for the biding documents can be paid by depositing cash to the following bank Account
   (A) Account Name :- **Divisional Secretary, Kalmunai**
   (B) Account Number :- **0007042057**
   (C) Bank Name and Branch :- **Bank of Ceylon, Kalmunai**

   Original /valid cash deposit slips should be submitted with bids at the submission of bids and it will be checked. The bids without the original valid cash slip will be rejected.
3. Dully filed bid documents shall be delivered in duplicate to the chairman , regional procurement committee , Divisional Secretariat, Kalmunai on or before 2.30pm **27.10.2021**. **Late bids** will be **rejected**. Bids will be opened soon after closing in the presence of the bidders or bidder's representative who chooses to attend.
4. All bids shall be accompanied by a Bid Security 1% of the total bid value. it should be valid up to 31.12.2021 from closing date of bids
5. Interested eligible bidders may obtain **further information from financial unit** Divisional Secretariat Kalmunai during the office hours (09.00hrs to 16.00hrs). 0672229388
6. Decision of the Regional Procurement Committee is final regarding this tender

Chairman,
Regional Procurement Committee,
Divisional Secretary
Divisional Secretariat ,
Kalmunai,
Date: 2021.10.07

Section 1

1.2 Instructions to Bidders (ITB)

A. Introduction	
1. Source of Funds	Divisional secretariat Kalmunai has received funds under UP LIFING Two LACK SAMURTDHI FAMILY LIVELIHOOD PROGRAMME 2021 for this contract. and beneficiaries contribution 40% on capital investment 60% by the government of Sri Lanka
1.1 Scope of Bid	The Purchaser **indicated in the Bidding Data Sheet (BDS),** issues these Bidding Documents for the supply of Goods and Related Services incidental there to as specified in Section VI Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS.**
2. Eligible Bidders	This Invitation for Bids is open to Eligible bidders – Sole nominated representatives / authorized agents of the manufacture 2.1 All bidders shall possess legal rights to supply the Goods under this contract. 2.2 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. 2.3 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 . 2.4 Foreign Bidder may submit a bid only if so stated in the **in the BDS.**
3. Eligible Goods and Services	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, 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. All expenditures made under the contract will be limited to such goods and

	services.
4. Cost of Bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet**,** hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
	B. The Bidding Documents
5. Content of Bidding Documents	5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. The bidding documents comprises of two Volumes: 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. Invitation of bid (IFB) & Instructions to Bidders (ITB) Section II. Bidding Data Sheet (BDS) Section III. Evaluation and Qualification Criteria Section IV. General Conditions of Contract (GCC) Section V Sample Contract Forms Volume 2 Section VI. Schedule of Requirements Section 7 – Bid Form and Price Schedules **7**.1 bid form, 7.2 price schedule 7.3 declaration of bidder 7.4 Response of bidder for Technical Specifications 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
6. Clarification of Bidding Documents	6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by facsimile at the Purchaser's address indicated in the Bid Data Sheet**.** The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later ten (10) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents	7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by issuing amendments. 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them. 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.
C. Preparation of Bids	
8. Language of Bid	8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language.
9. Documents Constituting the Bid	9.1 The bid prepared by the Bidder shall comprise the following components: (a) **bid Form and a Price Schedule , Technical specification response are need to be completed in accordance with ITB Clauses 10, 11, and 12;** (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is qualified to perform the contract if its bid is accepted; (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and (d) bid security furnished in accordance with ITB Clause 15.
10. Bid Form	10.1 The Bidder shall complete the price schedule ,declaration of bidder ,Response of bidder for Technical pecifications ,information about the bidder furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, **and their country of origin, warranty period, spare parts warranty and past user reference, sales after service**
11. Bid Prices	11.1 The Bidder shall indicate on the Price Schedule the unit **Discounts** prices and total bid prices of the goods it proposes to supply under the Contract. 11.2 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.

	11.3 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. 11.4 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 (11) 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 .11.5 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. 11.6 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.
12. Bid Currencies	12.1 Prices shall be quoted **only** in Sri Lanka Rupees (SLRS)
13. Documents Establishing Bidder's Qualification	13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's qualifications to perform the contract if its bid is accepted. 13.2 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) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country; (b) that the Bidder has the financial, technical, and production capability

	necessary to perform the contract; (c) that, in the 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 (d) that the Bidder meets the qualification criteria, if listed in the Bid Data Sheet.
13.1 Documents Establishing the Eligibility of the Bidder	13.1.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract. 14.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, , and shall consist of: (a) a detailed description of the essential technical and performance characteristics of the goods; (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet**,** following commencement of the use of the goods by the Purchaser; and (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3 (c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the

	Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
15. Bid Security	15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Invitation for Bids** 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7. 15.3 The bid security shall be in Sri Lanka Rupees, and shall be in one of the following forms: (a) a guarantee issued by a reputable bank located in Sri Lanka or other organization approved by treasury in the format provided in the bidding documents or another form acceptable to the Purchaser and valid for one hundred five (90) days 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24. 15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16. 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33. 15.7 The bid security may be forfeited: (a) if a Bidder: (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or (b) in the case of a successful Bidder, if the Bidder fails: (i) to sign the contract in accordance with ITB Clause 32; or (ii) To furnish performance security in accordance with ITB Clause 33.
16. Period of	16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after

Validity of Bids		the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
	16.2	In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
17. Format and Signing of Bid	17.1	The Bidder shall prepare an original and a copy, clearly marking each **"ORIGINAL BID" and "COPY OF BID,"** as appropriate. In the event of any discrepancy between them, the original shall govern.
	17.2	The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un amended printed literature, shall be initialed by the person or persons signing the bid.
	17.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
		D. Submission of Bids
18. Sealing and Marking of Bids	18.1	The Bidder shall seal the original and the copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
	18.2	The inner and outer envelopes shall: (a) be addressed to the Purchaser at the address given in the Bid Data Sheet**;** and (b) A statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet**,** pursuant to ITB Clause 22.1.
	18.3	The inner envelopes shall also indicate the name and address of the Bidder

	to enable the bid to be returned unopened in case it is declared "late." 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
19. Deadline for Submission of Bids	19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the Bid Data Sheet**.** 19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20. Late Bids	20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
21. Modification and Withdrawal of Bids	21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids. 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by facsimile, but followed by a signed confirmation copy, postmarked notlater than the deadline for submission of bids. 21.3 No bid may be modified after the deadline for submission of bids. 21.4 No bid may be withdrawn 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 Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.
E. Opening and Evaluation of Bids	
22. Opening of Bids by the Purchaser	22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, and date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

	22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20. 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation. 22.4 The Purchaser will prepare minutes of the bid opening.
23. Clarification of Bids	23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
24. Preliminary Examination	24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. 24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. 24.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
25. Evaluation and Comparison of Bids	25.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 1-33. 25.2 The comparison shall be between the price quoted , such price to include all costs, as well as duties and taxes paid or payable on components and raw

material incorporated or to be incorporated in the goods but excluding VAT

25.3The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors if specified under Clause 25.3 in the Bid Data Sheet**,** and quantified in ITB Clause 25.4

a)delivery schedule offered in the bid;

b) the cost of components, mandatory spare parts, and service;

c)the availability of spare parts and after-sales services for the equipment offered in the bid in **Ampara district ;**

d) Past User references

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

(a) *Delivery schedule.*

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. Treating the bid resulting in the earliest time of arrival as the base, a delivery "adjustment" will be calculated for other bids by applying a percentage, specified in the Bid Data Sheet**,** of the price quoted for each week of delay beyond the base, and this will be added to the bid price for evaluation**. No credit shall be given to early delivery. or**

(ii) The goods covered under this invitation are required to be delivered within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

(iii) The goods covered under this invitation are required to be delivered in partial, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the

	specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of quoted price per week of variation from the specified delivery schedule. (b) *Cost of spare part & consumable items* (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet**,** is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price. **or** (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet**.** The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price. **or** (iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet**,** based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation. (c) *Spare parts and sales after service facilities in* ***Ampara District*** The cost to the Purchaser of establishing **the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.
26. Contacting the Purchaser	26.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing. 26.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
F. Award of Contract	
27. Post-qualification	27.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the

	lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13. 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.2, as well as such other information as the Purchaser deems necessary and appropriate. 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
28. Award Criteria	28.1 Subject to ITB Clause 29, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the responsive evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily
29 Purchaser's Right to Vary Quantities at Time of Award	29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
30. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	30.1 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 the affected Bidder or bidders. 30.2 Decision of the Regional procurement committee of divisional secretariat Kalmunai is final regarding this procurement
31. Notification of Award	31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing or by facimile, e mail to be confirmed in writing by registered letter, that its bid has been accepted. 31.2 The notification of award will constitute the formation of the Contract. 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
32. Signing of	32.1 Within seven (07) days of receipt of the Notification of award of contract,

Contract	the successful Bidder shall sign the contract.
33. Performance Security	33.1 Within seven (07) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in the Form provided in the bidding documents, or in another form acceptable to the Purchaser. 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32.1 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.
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.

Section II

Bid Data Sheet

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.

Introduction	
ITB 1	Name of Contract. Procurement Of Hand Loom Machine for Weaving Develop Under Up Lifing Two Lack Samurtdhi Family Livelihood Programme 2021
ITB 1.1	1. Name of Purchaser: is Divisional Secretary , Divisional secretariat Kalmunai
ITB 6.1	**Purchaser's Address** **Divisional Secretary , Divisional Secretariat , Kalmunai**
Bid Price and Currency	
ITB 11.1	**The price shall be fixed in Sri Lankan rupees (SLRS)**
Preparation and Submission of Bids	
ITB 13.1	**Qualification requirements.** Bidder has more than last Two year experience in the particular Equipments market And sloe nominated representatives/ accredited agents of manufactures of the particular item & equipment offered for the Sri Lankan market and each item should confirmed by acceptable quality assurance
ITB 14.2	**Spare parts required for of years of operation.** The bidder able to carry out maintains, repairs, supply of spare parts stocking of the offered equipments for 10 years and after sales service should be indicated.
ITB 15.1	**Amount of bid security**. *As mentioned IFB*
ITB 15.1	**Bid validity period:** 75 days
ITB 18.2 (a)	**Address for bid submission:** Chairman

	Regional Procurement Committee Divisional Secretary , Divisional secretariat Kalmunai
ITB 18.2 (b)	**IFB title and number**. Procurement Of Hand Loom Machine for Weaving Develop Under Up Lifing Two Lack Samurtdhi Family Livelihood Programme 2021 **Bid Ref No : : KM/DS/Pro/ SLIVE/INDS&SELF/2021/06**
ITB 19.1	**Deadline for bid submission:** On or before 2.30PM on**.** 27.10.2021.
ITB 22.1	**Time, date, and place for bid opening.** 2.30PM on**.** 27.10.2021. Soon after closing of bid , bid opening will held at , Divisional Secretary , Divisional secretariat Kalmunai
Bid Evaluation	
ITB 25.3	**Criteria for bid evaluation**. Cost, Quality , Warranty period, availability of spare parts and technical specification , beneficiaries wiliness of this product, their requirement and need , optional facilities , past user references in the sewing industry Delivery should be within 30 days from the award
ITB 25.4 (c)	**Spare parts and after sales service facilities in the Purchaser's country**. Bidder must add with bid document the documents of detail major spare parts prices and sales after service facilities. *and cost of preventative maintains and others*
Contract Award	
ITB 29.1	**Percentage for quantity increase or decrease.** Its vary As per situational need of the Office need . bidder must include terms of discounts in price schedule if we increase the quantity

Section III.

Evaluation and Qualification Criteria

Contents

1. **Domestic Preference** (ITB 34.1) – Not applicable

2. **Qualification criteria**

- Bidder shall be a registered Supplier or societies under with Registration of relevant authority of Sri Lanka or functioning as authorized dealers / sole agents for the supply of Machinery & Equipments

- The bidder shall be in the business of supplying Hand Loon industry **at** least 2 years.

3. **Qualification tenders**

- The tender must be able to demonstrate considerable expertise with procurement / delivery of Hand Loon Supplying projects in Sri Lanka

4. Bidders response of the Equipment's minimum specification in the section 7 document.

5. Delivery of the Equipments

- The **Equipments** must be delivered as stated in the schedule of requirement provided by the Divisional Secretary Kalmunai

6. Price and term payment

- Payment will be made by cheque after acceptation of the Beneficiaries due to contribution of their capital. , Purchase will not be liable to any losses / damages occurred during the transport.

Eligibility & Qualification

(i) Bids may be submitted by any reputed sewing And Refrigerator industry has been duly under relevant authority in Sri Lanka.

(ii) Bidder shall not have been blacklisted

(iii) Bids will be rejected as non-responsive if documentary evidence in proof of above has not been provided

Evaluation Criteria

a. After opening the bids, the Technical Evaluation Committee (TEC) will undertake the detail study and evaluation of the Bids received to determine the substantially responsive bidders among others and after that ranking of ascending as per considering price

b. Prior to the detail evaluation of bidders, the TEC will determine whether each bidder has fulfilled the following conditions. Bids would be rejected if they do not have the following
   (1) Meets the eligibility criteria
   (2) Whether required documents are submitted properly and signed
   (3) Substantial responsiveness of the bidder to the requirements / conditions
   (4) Past experience and performances
   (5) Details of production

c. After the preliminary examination of above, the TEC will attend to a detail examination of Bidders considering the following
   (1) Conformity with specifications
   (2) Delivery Schedule
   (3) Total Price

Section IV

General Conditions of Contract

1. Definitions	1.1 In this Contract, the following terms shall be interpreted as indicated: (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. (c) "The Goods" means all of the office equipment (mentioned in schedule of requirement) which the Supplier is required to supply to the Purchaser under the Contract. (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as , provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. (e) "GCC" means the General Conditions of Contract contained in this section. (f) "The Purchaser" means the organization purchasing the Goods, as named Regional Director of Health service Kalmunai (RDHS) (g) "The Purchaser's country" is Democratic Socialist Republic of Sri Lanka. (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract (i) "The Project Site," where applicable, means the place or places **named** Divisional Secretary Kalmunai (j) "Day" means calendar day.
2. Application	2.1 These General Conditions shall apply to the extent that they are not

		superseded by provisions of other parts of the Contract.
3. Country of Origin	3.1	All Goods and Services supplied under the Contract shall have their origin in the countries
	3.2	For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	**1.**	4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin.
5. Use of Contract Documents and Information	5.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
6. Patent Rights	6.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.
7. Performance Security	7.1	Within fourteen (14) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security to the amount 5.(five) percent of the total

	Contract Price without VAT 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 7.3 The performance security shall be in one of the following forms: (a) a bank guarantee issued by a reputable bank in Sri Lanka, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or (b) a cashier's or certified check. 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations 7.5 After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2
8. Inspections and Tests	8.1 The Purchaser or its representative shall have the right to inspect and/or **to test the Goods** to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Purchaser. 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. 8.4 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing	9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
10. Delivery& installation Documents	10.1 **Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.** The following details of documents to be furnished by the Supplier 1. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; 2.Complete Delivery As per purchasing order of RDHS 3. Manufacturer's or Supplier's warranty certificate; 4. Inspection certificate issued by the nominated by the Divisional secretary ***inspection committee ,*** and the Supplier's factory inspection report; and **5.**Certificate of origin. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
11. Free of Damages	11.1 The Goods supplied under the Contract shall be free of damages incidental to manufacture or acquisition, transportation, storage, and delivery.
12. Transportation	12.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination in schedule of requirement including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price
13. Incidental Services	13.1 The Supplier may be required to provide any or all of the following services, including additional services, (a) performance or supervision of on-site assembly and/or start-up

	of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) **Training of the Purchaser's personnel**, or end user at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
14. Spare Parts	14.1 the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and (b) in the event of termination of production of the spare parts: (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

	15.2 **Normal commercial warranty / guarantee shall be applicable to the supplied goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination directed by divisional secretary with in Kalmunai Municipal council** 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the Supplier shall, within a period of 7 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser
16. Payment	16.1 the method and conditions of payment to be made to the Supplier under this Contract shall be as follows: (A) **On Delivery & Acceptance: :** full Contract Price shall be paid on receipt and acceptance of the Goods by the purchaser and upon submission of the documents specified in GCC Clause 10. ***Advance Payment* is not applicable in this contract** 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
17. Prices	17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the Purchaser's request for bid validity extension, as the case may be.
18. Change Orders	18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following: (a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of packing; (c) the place of delivery; and/or (d) The Services to be provided by the Supplier. 18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
19. Contract Amendments	19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
21. Subcontracts	21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other

	remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the **half (0.5%) percent per week** of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the **ten (10) percent of the Contract Price** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; oR (b) if the Supplier fails to perform any other obligation(s) under the Contract. 24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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. 25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 25.3 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.
26. Termination for Insolvency	26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
27. Termination for Convenience	27.1 The Purchaser, by written 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. 27.2 The Goods that are complete and ready for supply within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Settlement of Disputes	28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. 28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause

	shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. 28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in Arbitration Act, No 11 of 1995, Sri Lanka.
	28.3 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.
29. Limitation of Liability	29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6, (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
30. Governing Language	30.1 The Contract shall be written in English language**.** All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language.
31. Notices	32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or facsimile and confirmed in writing to the other party's address 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32 Taxes and Duties	33.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Section V. Sample Contract Forms

5.1 Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Purchaser]* (hereinafter called "the Purchaser") in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of ____________ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder
   - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
   - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
   - (a) fails or refuses to execute the Contract Form, if required; or
   - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to 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 will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

____

[signature of the bank]

5.2 Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated ____________ 20_____ to supply *[description of goods and services] (*hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the _____ day of __________20_____.

Signature and seal of the Guarantors

____

[name of bank or financial institution]

____

[address]

____

[date]

5.3. CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of __________ 2021 between *[name of Purchaser]* (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

(a) the Bid Form and the Price Schedule submitted by the Bidder;

(b) the Schedule of Requirements;

(c) the Technical Specifications;

(d) the General Conditions of Contract;

(e) the Purchaser’s Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by ____________________ the __________________ (for the Purchaser)

Signed, sealed, delivered by ____________________ the __________________ (for the Supplier)

5.4. Manufacturer's Authorization Form

[See Clause 13.2 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

____

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

Volume 2

Section VI - Schedule of Requirements& Delivery Schedule

No	Description	Specification reference	Quantity	Delivery schedule/ location /period from date of contract award/ Place of delivery
1	Hand Loom Machine (Class – I Timber)	Section 7.4	81	30 days from date of purchase order (The agreement sign between supplier and buyer for supply and installation within warranty. Place of Delivery will be Kalmunai Divisional Secretariat area

Section VII

Bid Form and Price Schedules

7.1 Bid Form

TO

Mr. J. Liyakath Ali
Divisional Secretary
Chairman Regional Procurement Committee
Divisional secretariat Kalmunai

Date: _______

Gentlemen and/or Ladies:

BID FOR SUPPLY OF HAND LOOM MACHINE FOR WEAVING DEVELOP

Having examined the bidding documents*,* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver as **per attached price schedule** (7.2) *in* conformity with the said bidding documents for the sum given in the Price Schedule below or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 15.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this _________________ day of _________________ 2021______.

___________________________________ ____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of ____

Seal:

Section 7.2- Price Schedule

1	2	3	4	5	6	7	8	9	10
Item	**Description**	**County of origin**	**Brand Name**	**Model**	**Quantity**	**Unit price (without VAT)**	**VAT**	**Unit price (include VAT)**	**Total price**
								(cols. 7+6)	(cols. 6 x 9)
1	Hand Loom Machine – Class-1 Timber				81				
						Grand Total			

Grand Total Amount(Colum no 10) in wards: ....

Signature of Bidder ……………………………………………

Date : ……………………..   Company Stamp

7.3. DECLARATION OF BIDDER

Mr .J. Liyakath Ali
Divisional Secretary
Chairman Regional Procurement Committee
Divisional Secretariat, Kalmunai

Dear Sir,

BID FOR SUPPLY OF HAND LOOM DEVELOP FOR WEAVING DEVELOP -2021

We hereby tender for the supply of the a above Equipments in conformity with the Specifications as stated in the section 7.4 for each item

Having perused the Instructions to Bidders , GCC for the Sewing Equipments And the Price referred in the price schedule to therein, I / We hereby agree to comply with the Conditions of the said Tender.

I herewith attached Catalog of Each Items

I / We undertake to conform to all the Terms & Conditions in the said Tender and the Schedule of Prices within the time specified.

………………………………………

Signature of Bidder

……………………………………………

Date *:* …………………….. Company Stamp

7.4 MINIMUM TECHNICAL SPECIFICATION AND RESPONSE

7.4. Minimum Specification

Handloom Machine – Class -1 Timber

Specification of 54” Handloom Machine

➢ Clouth Roler	-	3”x62”
➢ Warp Roler	-	3”x62
➢ Breast Beam	-	3”x2”x61”
➢ Beak(Warp) Beam	-	3”x2”x61”
➢ Cross Beam	-	3”x2”x39”
➢ Front Post	-	4”x3”x70” (அகலம்xஉயரம்xநீளம்)
➢ Shuttle Box	-	3”x4”x17” (அகலம்xஉயரம்xநீளம்)
➢ Race Board	-	3”x2”x90” (சமுளை)
➢ Treadle (மிதி)	-	2”x1½”x39”
➢ Sitting Board	-	8”x1”x72”
➢ Lever Fram	-	3”x1”x72”
➢ Handling Fram	-	3”x1”x42”
➢ Warping Hanger	-	5”x2”x12”
➢ Roler Wheel	-	4”x ¼”
➢ Cross Treadle	-	1”x1½”x36”
➢ Keels	-	1”x2½”x36”
➢ Keels Frame Set	-	1½x ¾” x 60”
➢ Others	-	Standard Size
➢ Whole Timber Must be	-	Class -1 Timber

……………………   …………………

Name of Bidder   Signature of Bidder

Date