# BIDDING DOCUMENT

**SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. OF**

**BRAND NEW INLINE POUCH DESICCANT (SILICA GEL) INSERTING MACHINE**

 **FOR THE STATE PHARMACEUTICALS MANUFACTURING CORPORATION.**

|  |  |
| --- | --- |
| Issued to |  |
| Bid No. |  |
| Fee Receipt No. and Date |  |
| Name of the Issuing officer |  |
| Signature of the Issuing Officer |  |
| Date and Time of Issue |  |

TO BE RETURNED WITH TENDER

ISSUE OF DOCUMENT

Tender Document No. : SPMC/PD/03/2024 Serial No : ……………….………………………..

Documents issued to:

Name :…………………………………………………………………..

Address :…………………………………………………………………..

 .…………………………………………………………………..

Tender Deposit Received ………………………………………..Receipt No ……………………………………… of ……………………………………..

………………………………

Signature of Authorized

Issuing Officer

Date: ……………………………

CERTIFICATE OF ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER

We, hereby agree to abide by the Terms and Conditions of the Tender for the **Supply, Installation and Commissioning of 01 No. of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine** for the State Pharmaceuticals Manufacturing Corporation, No.11, Sir John Kotelawala Mawatha, Kandawala

Estate, Ratmalana.

Witness :

|  |  |  |
| --- | --- | --- |
| Signature :……………………………………..  |   | Signature :………………………………………..   |
| Name :………………………………………..  |   | Name :………………………………………..  |
|  |  |  |
| Address :………………………………………..  |   | Address :………………………………………..  |
|  .………………………………………..  |   |  ………………………………………..  |

Date : ……………………………………....

 TO BE RETURNED WITH THE TENDER

 Tender Document No: …………………………………………

Please declare submission of following documents by indicating a " " mark **√** on relevant box.

 YES NO

|  |  |
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1. Bid Form (refer to Part B. Section II)

1. Bid Bond (refer to Part C. Annexure A)

1. Statement of Compliance (refer to Part C. Annexure C)

1. Business Registration

1. Power of Attorney

1. Supporting Documents

 e.g. Catalogues, leaflets

vii Form PCA3

List:

 Catalogues

1. Specification sheets
2. List of spares

……………………..…

Signature of Tenderer

Date :………………………

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Note: This Bid Document contains pages numbered 01 – 49

consecutively. Please check to see that no page is missing or any in duplicate.



**MINISTRY OF HEALTH**

**STATE PHARMACEUTICALS MANUFACTURING CORPORATION (SPMC) OF**

**SRI LANKA**

**INVITATION FOR BIDS – IFB**

**NATIONAL COMPETITIVE BIDDING – NCB**

**Supply, Installation and Commissioning of 01 No. of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine**

**BID REF. : SPMC/PD/03/2024 CLOSING ON 20TH SEPTEMBER 2024 AT 14HRS.**

01 Sealed bids for the **Supply, Installation and Commissioning of 01 No. of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine** will be received by the Chairman - Procurement Committee, State Pharmaceuticals Manufacturing Corporation, No. 11, Sir John Kotelawala Mawatha,Kandawala Estate, Ratmalana, Sri Lanka **up to 14.00 hrs. on 20th September 2024**

|  |  |  |
| --- | --- | --- |
| **Item** | **Non-refundable Bid Fee** |  |
| **01 Supply, Installation and Commissioning of 01 No. of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine** | Rs. 5,000.00 |  |

03 Sealed bids should be made on a complete set of bidding documents in duplicate and original in separately and sent by registered post addressed to the Chairman - Procurement Committee, State Pharmaceuticals Manufacturing Corporation, No. 11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana, Sri Lanka. or to be deposited in the tender box kept at the ground floor in the State Pharmaceuticals Manufacturing Corporation, No 11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana, Sri Lanka.

04 Bid document may be obtained from the above address, commencing **26.08.2024 until 19.09.2024** **between 9.00 hrs. to 15.00 hrs.** during working days on submission of the followings.

* A written application to the Deputy General Manager – Planning and Procurement, State Pharmaceuticals Manufacturing Corporation, No 11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana, Sri Lanka.

Upon payment of the non-refundable bid fee stated above in cash to the Accounts Department of SPMC.

05 Bids are administered by the provisions of the “Public Contract Act No. 3 of 1987” and therefore, in the event bidder is to retained an Agent, Sub-Agent, Representative, Nominee for and on behalf of the bidder shall register himself any such Public Contract in accordance with the section 10 of the Public Contract Act (PCA) and produce such valid certificate of registration in the course of any transaction relating to the bidding or Act any stage in the duration of the bidding.

06 A pre-bid meeting is scheduled to be held on 06th September 2024 at 1030 hrs, all Bidders to visit and inspect the locations on same day to have an awareness of Checkweigher System before submission a Bid.

07 Bids will be opened immediately after the closing of bids at SPMC – Ratmalana, bidder or their authorized agents are permitted to be presented when bids are opened.

08 Bid Documents may be inspected free of charge at the SPMC.

09 Further information could be obtained from **Deputy General Manager – Production, SPMC-(Tel. 0112637574)**

Chairman – Procurement Committee TEL. : (00) 94-11-2635353/ 2637574

State Pharmaceuticals Manufacturing Corporation E-MAIL: chairman@spmc.gov.lk

No. 11, Sir John Kotelawala Mawatha, Kandawala Estate, Website: www.spmclanka.lk

**Ratmalana, Sri Lanka.**

**Section 1**

**Instructions to Bidders (ITB)**

*Notes*

*Instruction to Bidders shall be read in conjunction with Bidding Data which shall take precedence over Instruction to Bidders.*

*Instruction to Bidders will not be a part of the Contract and will cease to have effect once the Contract is signed.*

**Instructions to Bidders**

|  |  |  |
| --- | --- | --- |
| 1. Scope of the Bid
 | 1.1 | Bids are hereby invited by the Purchaser (hereinafter called “The Purchaser" or "Client") as defined in the Bidding Data for the Supply, Installation, Commissioning and providing training at the places described in the Bidding Data. |
|  | 1.2 | Bids should be submitted in the forms available from the office given in the Bidding Data on a payment of a non-refundable fee given in the Bidding Data. Forms can be collected on working days until the date given in the Bidding Data.  |
| 1. Source of Funds
 | 2.1 | Works will be financed by the source given in Bidding Data. |
| 1. Documents required for eligibility
 | 3.1 | Bidder shall furnish as part of his bid, documentary evidence of the Bidder's qualifications to perform the contract if it is accepted, to the Purchaser's satisfaction that the Bidder has the financial, technical and production capabilities necessary to perform the contract and also to provide the after sales services. Qualification criteria are given in Bidding Data. |
|  | 3.2 | The bidder should submit the documentary evidence for the qualification criteria given in the Bidding Data. |
| 1. Delivery Period
 | 4.1 | The successful bidder will be expected to install and commission all systems within the delivery period specified in the Bidding Data. |
| 1. Familiarization of Bidding Documents and Visiting Site
 | 5.1 | Familiarization of Bidding Conditions and Site Conditions:Bidders are strongly advised to be familiar with the Bidding conditions, specifications and also to visit the site in order to ensure that the Purchaser’s requirements have been properly understood before the submission of the Bid. Also the Bidders should be present for any pre-Bid meeting scheduled to be held as specified in Bidding Data. The proposed locations could be inspected after a prior appointment with the Purchaser or Purchaser’s representatives at the sites. |
|  | 5.2 | Familiarize themselves with the laws, regulations, rules and codes affecting the performance of the work including the cost of any and all permits and licenses which may be required for the work. |
|  | 5.3 | Examine and consider the site and its surroundings, satisfy themselves in respect of the nature of works, the nature of the existing works and buildings in the vicinity of the proposed works, the nature of the existing roads or other means of commutation, available space for accommodation of temporary buildings and must make their own inquiries about the space for workshop and yards and other additional area as they may require for temporary occupation, for executing, completing and maintaining the works in connection with the contract. |
|  | 5.4 | Make surveys and investigations, including investigation of subsurface or latest physical condition at the site or where work is to be performed as they may feel necessary for the performance of the work at the bid price, within the terms of the bid, in addition to the information submitted with the Bid. |
|  | 5.5 | Determine and satisfy themselves about the source of supply, the sufficiency and the means of obtaining and transporting all materials, labour, fuel, water, electricity or any other inputs required for or in connection with the works, consider all other matters and possible contingencies affecting the execution, completion and maintenance of the work. |
|  | 5.6 | Expenses, incurred if any, to carry out the above work and/or investigations, shall be at the Bidder’s own expense as no extras would be payable for these items. The Bidding documents show and describe the existing conditions as they are believed to exist according to the surveys, investigations and other data which have been used in the design of the work. Neither the Purchaser nor the Engineer shall be liable for any loss or damage sustained by the Bidder resulting from any variance between the conditions and design data given in the Bidding documents and the actual conditions revealed during the Bidder’s examination or during the progress of the work. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this Clause. |
| 1. Content of the Bidding Documents
 | 6.1 | The set of Biding Documents comprises the following and any addenda issued in accordance with Clause 8.1. Invitation to Bid
2. Instructions to Bidders
3. Conditions of Contract
4. Standard Forms
5. Form of Bid and Qualification Information
6. Bidding Data and Contract Data
7. Technical Specifications
8. Bills of Quantities
9. Cost of Maintenance (and Operation)
10. Certificate of Confirmation
11. Drawings
 |
| 1. Clarification of Bidding Documents
 | 7.1 | Any clarification required on the contents of the Bidding documents should be brought to the notice of the Purchaser, at least Ten days before the closing date. |
|  | 7.2 | The Purchaser shall respond to such clarifications received Seven days prior to the closing date of Bids and copies of such response shall be sent to all purchasers of Bidding Documents.  |
| 1. Amendments of Bidding Documents
 | 8.1 | Before the deadline for submission of Bids, the Purchaser may modify the Bidding Documents by issuing addenda before Seven days of the deadline for submission of Bids.  |
|  | 8.2 | Any addendum thus issued shall be a part of the Bidding Documents and shall be communicated in writing to all those who have purchased the Bidding Documents. |
| 1. Deadline for Bid Submission
 | 9.1 | Sealed Bids, duly signed by the Bidder, prepared in duplicate on forms issued by the Purchaser’s office together with a signed copy of Form of Bid attached to the original and duplicate, and each enclosed in an envelope marked “**Original**” and “**Duplicate**” respectively, shall be marked as given in the Bidding Data and shall be delivered as described in the Bidding Data. |
|  | 9.2 | Complete set of **“Original”** and **“Duplicate”** Bid Documents should be duly signed and submitted along with the Bid Security and other details as required herein to constitute the bid before the deadline for submission of bid as given in the Bidding Data. |
| 1. Late Bids
 | 10.1 | Any bid received by the Purchaser after the deadline for submission of Bids will be returned unopened to the Bidder. |
| 1. Qualification of the Manufacturer
 | 11.1 | Qualification of the Equipment Manufacturer.The Manufacturer should have manufactured the offered equipment on commercial scale for more than the period stated in the Bidding Data at the date of Bid closure. The Manufacturer's production history should clearly be substantiated with acceptable documentary evidence.  |
|  | 11.2 | Please note that a mere declaration by the Bidder on the Manufacturer's continuous production during that period will not be acceptable, unless otherwise substantiated with acceptable documents. A Bidder's declaration without substantial documents to prove this Clause requirement may result in the Bid being rejected as a non-responsive offer.  |
| 1. Qualification of the Bidder
 | 12.1 | The Bidder should have supplied, installed and maintained comparable equipment of the offered equipment for not less than three years or the period stated in the Bidding Data at the date of Bid closure.  |
|  | 12.2 | Bidder should submit their Company Profile along with the bid to prove the organizational capacity and competent personnel as required in the Bidding Data to perform this contract in the event of their offer being accepted |
|  | 12.3 | The bidder must state his experience giving special reference to performance during that period as required by Clause 13. Bidder must provide all the information required in the Form of ‘Qualification Information’ along with customer list.  |
|  | 12.4 | The Bidder must provide information on turnover as required by the form ‘Qualification Information’ supported by the Auditors’ certified annual financial statements.  |
| 1. Past performance of the bidder
 | 13.1 | The experience and past performance of the Bidder in supplying and maintaining similar equipment at customer sites is essential. In order to qualify for consideration, bidder must have installed similar systems of capacity equal or above, the number of systems stated in Bidding Data, during the period stated in the Bidding Data. The following information to be furnished along with the bid:1. Names and addresses of customers for whom similar equipment has been supplied.
2. Make and model of the Equipment supplied.
3. Date of installation
4. Telephone number and name of the contact person for further information.
5. Certificate of satisfactory completion from the number of Clients stated in Bidding Data.
 |
|  | 13.2 | Please note that the qualifications of the equipment manufacturer, Bidder's experience and organizational capacity along with past performance of the bidder will be the evaluated to qualify for the Bid. |
|  | 13.3 | Failure to comply with any of the above criteria will result in the rejection of the Bid as being non-responsive |
| 1. Manufacturer's Authorization
 | 14.1 | Manufacturer's Authorization to the Bidder:A letter from the equipment Manufacturer (i.e. for the each and every different makes of equipment offered) authorizing the Bidder to sell the said equipment in Sri Lanka should be annexed to the bid. Failure to annex the authorization letter will render the Bid being treated as non-responsive and will be rejected. |
| 1. Foreign Bidders
 | 15.1 | Bidding Documents will not be issued to Foreign principals that do not have sole nominated representative / accredited agent in Sri Lanka. Joint ventures of local companies with foreign principals are accepted to bid. |
| 1. Documents Comprising the Bid
 | 16.1 | The Bid, prepared by the Bidder, and all correspondence and documents, relating to the bid, exchanged by the bidder and the Purchaser, shall be written in English Language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern. |
|  | 16.2 | The bid should comprise of the following documentsClause Ref.**⇩** |
| 1. Letter of authorization from the company to the person who sign the Bid stating his /her position in the company.
 |  |
| 1. The Form of Bid duly completed and signed by the Bidder.
 |  |
| 1. Certified copy of Registration Certificate of Registrar of Companies or Certificate of Business registration
 |  |
| 1. The Price schedule duly completed and signed by the Bidder. Prices are to include for supplying, installation, commissioning and providing training.
 |  |
| 1. Documentary Evidence to prove the manufacturer's qualifications as required.
 | *11 ITB* |
| 1. Documentary Evidence to prove the Bidder's qualifications as required.
 | *12, 13 ITB* |
| 1. The Bid should clearly state compliance with the specifications and features of offered products. The make, model and country of origin of each product offered and their specifications should be supported by the original printed technical specifications and Catalogues supplied by the manufacturer.
 | *17, 25 ITB**6,11 CC* |
| 1. Bid security
 | *24 ITB* |
|  |  |
| 1. Certificate for availability of spares
 | *7 CC* |
| 1. Certificate for competency to carryout Technical repairs
 | *7 CC* |
| 1. Manufacturer's Authorization letter issued to sell the offered equipment in Sri Lanka
 | *14 ITB* |
| 1. Qualification of staff
 | *12 ITB* |
| 1. Optional Operational Cost
 | *9 CC* |
| 1. Technical Specifications
 | 17.1 | Bidder should submit original printed manufacturers’ technical specifications and Catalogues, Operation Manual, literature, diagrams, Photographs etc. of goods offered by him, to show that the goods offered are in conformity to the stipulated specifications, thereby facilitating technical evaluation. These documents shall be submitted along with the Bid Documents.  |
|  | 17.2 | Bidder should submit sufficient descriptive information, drawings and technical literature and data covering the offered system for the proper evaluation of the Bid. |
|  | 17.3 | Self-declaration of a product specification in the absence of manufacturer's technical literature shall be treated as false information and such Bids shall be rejected as non-responsive. |
|  | 17.4 | The bidder should agree that when it is stated as **“YES”** for compliance with a particular specification, and if any deviation found in that Specification in any other document submitted by the bidder along with the Bid, then the Purchaser has the right to consider the particular Technical Specification as uncertain and the Bid as Non Responsive. |
| 1. Period of Warranty
 | 18.1 | Supplier shall offer a warranty period of not less than 12 months unless otherwise specified in the Bidding Data. It must be a comprehensive warranty of parts, labour and materials such that no defect arises from faulty design or workmanship or from any act of omission on the part of the Supplier. If any item is not covered by the comprehensive warranty, it should be indicated separately. |
|  | 18.2 | The period of warranty shall commence from the date of commissioning of the equipment. The warranty period of all the equipment quoted under this bid shall be stated clearly. |
| 1. Bid Currencies
 | 19.1 | Bid Price shall be quoted in the currency/ currencies given in the Bidding Data. |
| 1. Imported Goods
 | 20.1 | The letter of credit for the goods to be imported for the project shall be opened as stated in the Bidding Data. |
| 1. Taxes and Duties
 | 21.1 | Supplier shall entirely be responsible for all taxes, stamp duties, license fees and other such levies incurred until delivery of the contracted goods to the Purchaser. He is also responsible for stamp duties required for signing of the contract. |
|  | 21.2 | However, the taxes and duties levied on imported goods are dealt as stated in the Contract Data.  |
|  | 21.3 | All tax assessments levied by the Commissioner General Inland Revenue on the earnings of the contract and the salaries of Local and Foreign personnel engaged by the Supplier in respect of this contract shall be borne by the Supplier. |
| 1. Bid Prices
 | 22.1 | Rates for all items shall be inclusive of the following:1. All materials, labour, plant, scaffolding, waste, incidental materials, fixing media, cartage, hoisting, fitting and fixing complete.
2. Providing holes, casing etc; as directed for electrical installation and all other services and making good the same as and when such installations are provided.
3. Providing samples, specimen for such items of work as required.
4. All preliminary expense overheads and profit except where otherwise stated.
5. All Civil and Mechanical works which has to be incorporated.
 |
|  | 22.2 | The attention of the Bidder is drawn to the requirements of the contract, the specifications and other particulars of the Bid. It is the Bidder’s responsibility to see that the prices include for complying with all the requirements of Conditions of Contract and any other documents whether specifically referred to in the bill of Quantities. |
|  | 22.3 | Local Component:The Bidder shall include whenever necessary, the Installation charges of equipment inclusive of all consumables etc. separately, on item-by-item basis. (Unloading of the machine at the bay and transport to room no 141.) |
|  | 22.4 | Foreign Component:The rates shall include the cost of the equipment, packaging, inland transport, freight, insurance and all the connected charges up to port of Colombo. |
| 1. Bid Validity
 | 23.1 | All the Bids shall be valid for acceptance for a minimum period specified in the Bidding Data from the closing date of Bid. A Bid valid for a shorter period shall be rejected by the Purchaser as being non-responsive. |
|  | 23.2 | Prices quoted by the Bidder shall remain unchanged during the Bidder's performance of the contract and not subject to variation on any account and Bids cannot be withdrawn during the period of validity of the Bid. |
|  | 23.3 | Pro-Forma invoices addressed to the Purchaser valid for the period specified in Clause 19.1 above should be submitted with the breakdown indicating the machinery, equipment, tools and all materials with their C&F Colombo prices required for the Project. Bids submitted without the Pro-forma invoices shall be rejected. |
|  | 23.4 | The names and addresses of Supplier’s local agents if any and the amount or percentage of commission payable to them shall be included in the rates and in the total Bid Price |
| 1. Bid Security
 | 24.1 | All Bids should be accompanied by a Bid Security for a sum specified in the Bidding Data acceptable to the Purchaser, in one of the following forms1. Unconditional and on demand Bank Guarantee issued by a Bank acceptable to the Purchaser.
2. A cash deposit in Sri Lanka Rupees, with the Purchaser. In this case no interest will be paid on the Bid Security.
 |
|  | 24.2 | The Bid Security should be submitted along with the Bid documents strictly in the form specified for this purpose and be valid for a period specified in the Bidding Data from the date of closing of Bids. |
|  | 24.3 | The Bid Securities of all Bidders, with the exception of the successful Bidder will be released after the award of Contract to the successful Bidder. The Bid Security of the successful Bidder will be released after receiving the Performance Security according to the Condition of Contract |
|  | 24.4 | The Bid Security shall be forfeited1. If a Bidder withdraws his Bid during the period of bid validity.
2. In the case of a successful Bidder, if the Bidder fails,
3. to accept the award.
4. to furnish the Performance Security within specified period acceptable to the Purchaser.
5. to accept any arithmetical corrections made as per ITB
 |
| 1. Compliance with Specifications
 | 25.1 | Statement of Compliance with ITB and Specifications:The Bidder shall1. Provide a statement of compliance and description of relevant information in respect of each Clause and Sub-Clause of ITB and Bidding Data and specifications stating the extent of such compliance of the offer with the stipulations prescribed in such Clauses.
2. Clearly indicate the optional items and all prices.
3. The offer may be rejected in the event of failure to comply with Clauses 25.1 (a) and 25.1 (b) above.
 |
| 1. Format and Signing of Bid
 | 26.1 | The bid shall be arranged in the following manner.1. The Bidder shall prepare one original of the above documents comprising the bid all of which to be bound together and clearly marked as **"ORIGINAL"**
2. In addition, the bidder shall submit one copy of the ORIGINAL and marked as **"DUPLICATE"**

In the event of discrepancy between the "ORIGINAL" and **"DUPLICATE"**, the **"ORIGINAL"** shall Prevail. |
|  | 26.2 | Signing of Bid:The **ORIGINAL** and **DUPLICATE** of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, all pages of the Bid where entries or amendment have been made shall be initialled by the person or persons signing the Bid. |
|  | 26.3 | The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Purchaser, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid. |
| 1. Sealing and Marking of Bids
 | 27.1 | The Bidder shall seal the **"ORIGINAL"** and **"DUPLICATE"** copy of the Bid in separate envelopes, duly marking the envelopes as **“ORIGINAL"** and **"DUPLICATE"**. The envelopes shall then be sealed in an outer envelope.The inner and outer envelopes shall1. be addressed to the Purchaser at the address provided in the Bidding Data ;
2. bear the name of the Contract as defined in the Bidding Data.
3. provide a warning not to open before the deadline for submission of Bid.

In addition to the identification required above, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid. |
| 1. Legal Status of the Bid
 | 28.1 | This Bid and any resulting contract shall be covered by and construed according to the laws of the Democratic Socialist Republic of Sri Lanka. |
| 1. Opening of Bids
 | 29.1 | Bids will be opened immediately after the closing time of Bids at the Purchaser’s office. Bidders or their representatives may be present at the time of opening of Bids. Name of each Bidder and the total amount quoted will be read out to those present. |
| 1. Consideration of Bids
 | 30.1 | No Bidder will be entitled for consideration unless all the conditions laid down herein have been fulfilled in.  |
| 1. Clarification of Bids
 | 31.1 | To assist in the examination, evaluation and comparison of Bids, the Purchaser may, directed by the TEC, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or Fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the Bids. |
| 1. Bid Examination
 | 32.1 | Examination of Bids and Determination of ResponsivenessPrior to the detailed evaluation of Bids, the Technical Evaluation Committee will determine whether each Bid 1. meets the eligibility Criteria stipulated in the Bidding Documents
2. has been properly signed
3. is accompanied by the required securities (Bid security or cash deposit)
4. is substantially responsive to the requirements of the Bidding Documents and
5. provides any clarification and/ or substantiation that the TEC may require to determine responsiveness.
 |
|  | 32.2 | Bidders who have defaulted in their contractual obligations to this Organization in respect of the Bids in past will not be considered for award in this Bid. |
|  | 32.3 | Those Bids not qualified for consideration shall be treated as non-responsive and shall be rejected |
|  | 32.4 | All responsive Bids will be subjected to a process of Technical Evaluation. Subsequent to such evaluation successful Bidders will be decided by the TEC. |
|  | 32.5 | Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. |
|  | 32.6 | Where prices are not entered by the Bidder against any item or items in the Bill of Quantities, it will be presumed that the cost of works described in those particular items is covered by the prices inserted against the remaining items in the Bill of Quantities. In such cases the Procurement Committee reserves the right of apportioning rates and amounts for payments against those items by reducing rates and amounts inserted against other items keeping the total bid amount the same and/ or imposing additional Performance Security against those items.  |
|  | 32.7 | If any Bidder quoted unrealistically low rates in relation to the Engineer’s Estimate of the cost of work to be performed under the contract the Purchaser may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. If the clarifications given by the Bidder are unacceptable and it is most likely that Bidder would fail in performing at those rates, the Bid of those Bidders may be rejected. |
|  | 32.8 | The Purchaser will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bid has been determined to be qualified in accordance with the provisions of the Bidding Document. |
|  | 32.9 | Should a scrutiny of the Bids is required before the Contract is awarded, the selected Bidder may be called for negotiations on issues identified by TEC as having potential to improve the outcome and benefits and reduce uncertainties. In this event the agreed results of these negotiations will be bound into the Contract Documents and shall form part of the Contract. |
|  | 32.10 | The Procurement Committee reserves to itself, the right without question, of rejecting any or all the Bids and the right of accepting a portion of a Bid or the whole Bid |
|  | 32.11 | In the event that bids received do not meet the specifications in respect of an item or items listed in the Specifications, the Procurement Committee reserves the right to accept or does not accept the Bid which, in the sole opinion of the Procurement Committee, will closely meets the specified requirements of the Purchaser. |
|  | 32.12 | The failure or omission on any part/equipment of the Purchaser to place any order for the supply which he submitted in the Bid, shall not entitle the Bidder to claim any payment from the Purchaser as compensation or damages. |
|  | 32.13 | Bids determined to be substantially responsive will be checked by the employer for any arithmetic errors;Errors will be corrected by the purchaser as follows:* 1. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern;
	2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected;
	3. If the bid price changes by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the bidder and shall be considered as binding upon the bidder;
	4. If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited or bid security declaration executed.
 |
| 1. Signing of Contract
 | 33.1 | The notification of award will be forwarded to the successful Bidder by registered post and by Fax. This notification will constitute the information of the contract. Upon successful Bidder's acceptance of the award and furnishing of the Performance Security the Supplier will have to enter into a formal contract with the Purchaser within fourteen (14) days after the receipt of the notification of award, by signing the contract forms given in the section “Standard Forms (Contract)” in this document. |
| 1. Performance Security
 | 34.1 | The Bidder shall furnish a Performance Security to the Purchaser for a sum mentioned in the Bidding Data within two weeks of the receipt of the Notification of Award from the Purchaser. 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 performance obligation under this contract. |
|  | 34.2 | The Performance Security shall be denominated in the Sri Lanka Rupees (LKR) for a sum specified in the Bidding Data and shall be in one of the following forms:1. An unconditional and on demand Bank Guarantee in the format given in the section “Standard Forms (Bid)” in this document acceptable to the Purchaser and shall be valid up to the end of maintenance period of one year.
2. Cash deposit in Sri Lanka Rupees.
 |
|  | 34.3 | The Performance Security will be discharged by the Purchaser after the completion of maintenance period of one year. |
| 1. Use of Contract Documents
 | 35.1 | Use of Contract Documents and Information:The Supplier shall not, without the Purchaser's prior written consent, disclose the contract or any portion thereof or any specification, plan, drawing, pattern, samples or information furnished by or on behalf of the Purchaser in connection therewith to any 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 purpose of such performance. |
| 1. Price Escalation
 | 36.1 | Price escalations of material or equipment will not be paid, as this is a fixed item rate contract. However, any variation due to an increase or decrease of the Parity Rate at the time of Clearing the Goods would be applicable in the final settlement of the Contract. Rate of exchange shall be the TT selling rate of the Central Bank of Sri Lanka prevailing at the date 28 Days before the closing of Bid.  |
| 1. Vary Quantities
 | 37.1 | Purchaser's right to vary quantities at the time of awardThe Purchaser reserves the right at the time of award of contract to increase or decrease the quantities of items specified in the Bill of Quantities to match the funds available without any change in unit price or other terms and conditions. However, any increase of quantities will be within 20 % of the quantities specified. |
| 1. Minimum Order Value
 | 38.1 | If a Bidder wishes to insist on a minimum order value such amount should be indicated on the Price schedule. |
| 1. Adjudicator
 | 39.1 | The Adjudicator to act as a mediator to settle any dispute arising between the Supplier and the Purchaser shall be appointed by the Institute for Construction Training and Development (ICTAD) |
|  | 39.2 | If the Supplier or Purchaser is not satisfied with a decision given by the Adjudicator the dispute shall be referred to arbitration for final settlement in accordance with Arbitration Act No. 11 of 1995. |

**Section 2**

###### General Conditions of Contract

 *Note*

*Conditions of Contract shall be read in conjunction with Contract Data which shall take precedence over the Conditions of Contract.*

###### General Conditions of Contract

|  |  |  |
| --- | --- | --- |
| 1. Definitions
 | 1.1 | **Completion** shall mean when in the opinion of the Engineer the supplies and installations have been completed to an extent to be considered functional for the intended purpose.The **Completion Date** is the date of completion and commissioning of equipment as certified by the EngineerA **Defect** is any part of the supplies and installation not completed in accordance with the contract.The **Defects Liability Period** is the period named in the Contract Data and starts from the Completion Date.The **Engineer** is the person named in the Contract Data appointed by the Purchaser who is responsible for administering and supervising the work. The **Purchaser** is the Party named in the Contract Data who employs the Supplier to install commission and maintenance of equipment or goods as requiredThe **Start Date** is the latest date when the Supplier shall commence the work as given in the Contract Data. It does not necessarily coincide with any of the Site Possession dates.The **Supplier** is a person, corporate body. Partnership, proprietorship or joint venture whose bid to carryout work has been accepted by the Purchaser.The **Site** is the area defined as such in the Contract Data for the Supplier to Install the equipment. |
| 1. Scope of Work
 | 2.1 | The Supply, Installation, Commissioning and Maintenance of equipment at the Sites described in the Contract Data. |
| 1. Documents Forming the Contract
 | 3.1 | The documents forming the contract shall be interpreted in the following order of priority.* 1. Agreement
	2. Letter of Acceptance
	3. Memorandum of Understanding (if any)
	4. Contractor’s Bid
	5. Contract Data
	6. Conditions of Contract
	7. Specifications
	8. Drawings
	9. Bills of Quantities
	10. Any other document listed in the Contract Data as forming part of the contract
 |
| 1. Delivery Period
 | 4.1 | The delivery period of time between the date of the notification of award and the date of delivery of machines and equipment, installation and commissioning at the place stated in the bid, will be as indicated in the Contract Data. But the Purchaser reserves the right to vary the specified period depending on the circumstances prevalent at the time of the placing of orders. |
|  | 4.2 | The failure on the part of the Supplier to complete the delivery within the stipulated period the amount specified for delay of each week, as stated in Clause 6.1, shall be deducted from the Supplier’s bills unless an extension of time to complete the supply is granted by the Purchaser. |
| 1. Warranty
 | 5.1 | The Supplier warrants that all goods supplied under the contract are new and unused. The Supplier further warrants that all goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act of omission on the part of the Supplier that may develop under normal use of the supplied goods in the conditions at the country of the final destination. |
|  | 5.2 | This warranty shall remain valid for minimum twelve months after the goods or portion thereof, as the case may be, have been delivered to the final destination indicated in the contract unless specified otherwise in the Contract Data. |
|  | 5.3 | The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof without cost to the Purchaser. |
|  | 5.4 | If the Supplier, having been notified, fails to remedy the defects within the specified period, the Purchaser may proceed to take such remedial action as may be necessary at Supplier's risk and expenses and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.  |
| 1. Conformity to Specification
 | 6.1 | The supplies offered should conform to relevant specification and standards provided. The Bidder should furnish a Certificate from the Manufacturer that the products offered conform to specifications laid down in the Bidding Document. |
|  | 6.2 | Any changes or deviations in the goods to be supplied from the specifications given in the Bidding Document may be submitted for technical evaluation and accepted only if the changes are due to improvements of the original goods otherwise will be rejected as not conforming to specifications |
|  | 6.3 | When particular national or other standards, which any material of equipment must comply with, are cited material and equipment meeting any other internationally accepted standards, which ensure quality equivalent to or higher than the standards specified, may be accepted. The Supplier shall however furnish all information deemed necessary to prove compliance with specified standards and indicate the geographical origin of such material and equipment and their major components. |
|  | 6.4 | Any Equipment or goods supplied which do not conform to the specifications will be rejected and Bidder will be required to replace such rejected equipment or goods with those conform to the specifications, free of charge, within a period agreed with the Purchaser of being notified of rejections. Also, **the Bidder will be required to extend the validity period of the Performance Security to cover such additional period that may be decided by the** **Purchaser.** |
|  | 6.5 | The material and services to be supplied under this contract shall be as specified in the Specifications. The origin of material and equipment shall be considered to be the place where the material and equipment are produced |
| 1. Availability of Spares
 | 7.1 | The bidder should give certificates for each and every equipment’s to the effect that they (bidder's company) are prepared to maintain and supply the necessary spares for the period specified in the Contract Data and they have competency to carry out repairs in the event of their offer being accepted. |
| 1. Maintenance after the lapse of Warranty
 | 8.1 | The Bidder shall quote:1. The recommended life period and the period of warranty of the equipment inclusive of the installation.
 |
| 1. Installation Accessories
 | 9.1 | Offer shall include all the necessary relevant accessories for the installation of the equipment offered in a manner such that the installation shall not degrade the characteristics of operation of the equipment under the specified ambient conditions. |
| 1. Documents and manuals
 | 10.1 | 1. Manufacturer's printed literature on machine specifications are to be annexed to the bid. Failure to submit the manufacturer's technical literature on the offered model to substantiate the self-declared specifications may result in rejection of the Bid.
2. Test Reports of the Equipment offered, issued by recognized administration should be submitted as required. Report should quote reference to the name, address, telephone number, email address or facsimile number of the source issuing the report. Preference will be given at the technical evaluation to offers supported by such complete documentary evidence.
 |
|  | 10.2 | The Supplier shall provide all Operation Manuals of the equipment at the installation and commissioning of the equipment. |
| 1. Installation and Commissioning
 | 11.1 | The said equipment’s are to be installed at the Places specified in Contract Data. The Purchaser or representative of the Purchaser will provide mains outlets at the designated locations. The Supplier shall install and configure the equipment, do the necessary cabling for power and communication and commission the system to demonstrate the operation of the equipment including all the features specified to the satisfaction of the Purchaser. |
| 1. Indemnification of the Government of Sri Lanka
 | 12.1 | Indemnity against claims of Patent Rights etc.The Bidder shall indemnify the Government of Sri Lanka against all claims that may arise at any time on account of Patent Right, Trade Mark Right and Royalties whether for manufacture or for sale in Sri Lanka. In the event of any claim being made against the Government of Sri Lanka in respect of which the Bidder is liable under this condition, the Bidder shall indemnify and keep the Government of Sri Lanka indemnified against all claims as aforesaid in respect of this Bid and the litigation that may arise there from or any negotiation for settlement. |
|  | 12.2 | The Supplier shall indemnify the Purchaser against claim, by or in respect of any employee of the Supplier engaged for purpose of this contract, under the workmen’s Compensation Ordinance No. 19 of 1934 and all statutory amendments modifications or extensions thereof. |
|  | 12.3 | The Purchaser shall not be held responsible or liable of any damage that may be incurred by the Supplier as a result of war, disturbances, Strikes, lockouts, epidemics, earthquakes, fire, storms, floods, or other circumstances beyond the control of the Purchaser. |
| 1. Notice to Bidders
 | 13.1 | All notices including Letters of notifications to be served on the Bidder shall be deemed to have been duly served if sent by post to the address given in the Bid. If the Bidder change his address, he shall forthwith notify the Purchaser of such change and until such notification is communicated to and received by the Purchaser the posting of letter, notices, orders or other documents to the address given in the Bid should for all purposes be deemed to be and constitute sufficient delivery of the same to the Bidder. |
| 1. Force Majeure
 | 14.1 | Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if, and to the extent that it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. |
|  | 14.2 | Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence. Such events may include but are not restricted to acts of the Purchaser either, in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. |
|  | 14.3 | If Force Majeure situation arises the Supplier shall promptly notify the Purchaser in writing of such conditions 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 reasonably alternative means for performance not prevented by the Force Majeure event. |
| 1. Liquidated Damages
 | 15.1 | If the Supplier fails to deliver any or all of the goods or perform the services within the time period 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 or percentage specified in the Contract Data of the delivered price of the delayed goods or unperformed services for each week of delay until actual delivery or performance up to a maximum deduction of a sum or percentage specified in the Contract Date. Once the maximum is reached the Purchaser may consider termination of the contract. |
| 1. Supplier’s Employees
 | 16.1 | The Supplier shall inform the Purchaser in writing the details of identity of all persons going to be employed at the places of installation and shall get the consent of the Purchaser or representative of the Purchaser. |
|  | 16.2 | The Supplier may, with prior approval of the Purchaser in writing hire foreign personnel for the services of this contract. However, the Supplier is required to employ not less than 90% of both skilled and unskilled labourers in carrying out the Works. |
| 1. Demonstration
 | 17.1 | The Bidders should un-conditionally agree to demonstrate the features of their offered machines at the customer site free of charge when requested to do so. |
| 1. Insurance
 | 18.1 | The Supplier shall provide, in the joint names of the Purchaser and the Supplier, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Contract Data for the following events which are due to the Supplier’s risks:1. Loss or damage to the supplies, installations, temporary works and materials.
2. Loss of damage to the property of third parties and that of the Purchaser except the above in connection with the contract.
3. Personal injury or death to any person of a third party and including employees of the Purchaser and other persons engaged by the Purchaser in connection with the contract.
 |
|  | 18.2 | The Supplier shall provide insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Contract Data for the following event which is due to the Supplier’s risks: Liability for Personal injury or death of workmen or other employees of the Supplier. The Supplier’s liability for personal injury or death of workmen shall be as provided for in the Workmen’s Compensation Act and any other statutory modifications and amendments thereto. |
|  | 18.3 | Policies and certificates for insurance shall be delivered by the Supplier to the Engineer for the Engineer’s approval before the Start Date.  |
|  | 18.4 | If the Supplier does not provide any of the policies and certificates required, the Purchaser may effect the insurance which the Supplier should have provided and recover the premiums the Purchaser has paid from the payments due to the Supplier. |
| 1. Training
 |  |  |
| 1. Retention Money
 | 20.1 | A percentage of the contract sum as given in the Contract Data (excluding VAT and other Taxes) will be kept as Retention Money for a period of 12 Months from the date of Handing Over of the System to the Purchaser. Retention money will be released after the expiry of 12 months period and on certification of the performance of the system by a competent person assigned by the Purchaser. |
| 1. Work programme
 | 21.1 | The Bidder shall submit a program for completion of works in the form of a bar chart to reflect the Delivery period specified in the Bid within Fourteen (14) Days of issue of the letter of acceptance. |
| 1. Qualification of staff
 |  |  |
| 1. Default by Supplier
 | 23.1 | The Purchaser shall be at liberty to terminate the contract by notifying the Supplier thereof in writing in the event of the Supplier's failure to deliver the said goods or equipment in the quality and sort, in the quantities and in the manner provided for in this Bid or the violation of any one or more of these conditions and such Bidder should not be entitled to any compensation or damages whatsoever in respect of such termination and shall further render the Performance Security be liable to forfeiture and also his name being included in the State List of defaulting contractors /Suppliers precluded from participating in Government Bids in future. |
|  | 23.2 | An unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: * 1. forfeiture of Performance Security,
	2. imposition of liquidated damages and /or
	3. termination of contract for default.
 |
|  | 23.3 | If at any time during the performance of the contract, the Suppliers should encounter conditions impeding timely delivery of goods, the Supplier shall promptly notify the Purchaser in writing of the facts 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. |
|  | 23.4 | In the event the Purchaser terminates the contract in whole or in part on an account of a default or nonconformity to the specifications the Purchaser may procure upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated. |
| 1. Sub Contracting
 | 24.1 | The Supplier shall not assign or sublet whole or any portion of the work stipulated in the contract without the written authority of the Purchaser, his/her obligations and right in respect of this supply. If any part of this obligation has been so assigned or sublet by the Bidder, he /she shall nevertheless be held responsible for the due performance of the part so assigned or sublet. Sanctions will however not be given for any transfer including power of attorney in favour of persons whose names appear in the state list of defaulting Suppliers. Any such defaulting Supplier shall not be employed by the Bidder in connection with the supply. |
|  | 24.2 | Purchaser reserves the rights to refuse a power of attorney issued by the Supplier authorizing any person to carryout the contract on behalf of the Supplier. |
| 1. Work Performed by

Other Agencies | 25.1 | The selected contractor will be expected to extend Co-operation and free access to other agencies employed by the Purchaser for external water supply, sewerage, electricity, telecommunication and any other services. Any damage to contractor’s property arising from the activities of these agencies could be claimed and the Engineer will decide upon the amounts payable. |
| 1. Acceptance of Equipment
 | 26.1  | Bidder shall complete the entire installation as per the bid document an provide below given information. . 1. All Technical and service manuals including circuit diagrams and user manual.
2. Other information related to installation, use and maintenance of equipment.
 |
| 1. Payments to Supplier
 | 27.1 | The Supplier should submit the following documents to the Purchaser, upon the supply installation and commissioning of the equipment. 1. Three copies of the Supplier's invoice showing, description of goods quantity, unit price and the total price.
2. Two copies of manufacturer's Warranty Certificate.
 |
|  | 27.2 | Maximum 30% of L/C Value (total foreign component) may be released to the supplier on submission of a suitable bank guarantee for that amount, and the performance guarantee  |
| 27.3 | One stage of an interim payment up to the maximum of 60% of L/C value (supply cost) may be made after satisfying following conditions  |
|  | * + 1. The machine should be delivered to the site in good condition with the **manufacture’s** **test certificates** as per clause 31 in Conditions of Contract.
 |
|  | * + 1. After successful installation & commissioning of the machine.
 |
| 27.4 | One stage of an interim payment for local component of installation work may be made on measure and pay basis or on actual values, satisfying following conditions. |
|  | * + 1. More than 50% of particular work has to be completed.
 |
|  | * + 1. Payment will be made only up to 90% of work done.
 |
|  | 7.5 % of the contract price (Foreign component + Local component) may be released after 03 months period of successful running. The Payment will be made on the performance of the machine and other installations. |
| 27.5 | On the completion of the defect liability period, that is after 12 months of handing over the machine, the 2.5 % retention will be released provided that no defects appear on the supplier’s work or the defects appeared are repaired or replaced to the satisfaction of the Purchaser.If the Supplier does not attend to such repair/replacement then, the Purchaser will retain the right to repair/replace same and deduct from the retention monies of 2.5% of contract price in the custody of the purchaser.In case the repair/ replacement cost is more than the retention then the supplier will be liable to pay the balance amount.  |
|  | 27.6 | The invoice are inspected by the Technical Team nominated by the Purchaser and a Certificate of Acceptance is issued by the Engineer on recommendation of the said team. The Suppliers should remove the equipment not accepted for payments, at their own expense, within One week of such notification. Balance 2.5% will be released after the 12 (twelve) months successful maintenance period and issuing the Final Certificate by the Engineer. |
|  | 27.7 | Price escalations of material or equipment will not be paid, as this is a fixed item rate contract. However, any variation due to an increase or decrease of the Parity Rate at the time of Clearing the Goods would be applicable in the final settlement of the Contract. Rate of exchange shall be the TT selling rate of the Central Bank of Sri Lanka prevailing at the date 28 Days before the closing of Bid.  |
|  | 27.8 | Payments will be effected within Forty Five (45) days of submission of invoice. The team and engineer shall have Twenty Five (25) days for certification, and the Purchaser shall have Twenty (20) days from the date of Engineers certificate to effect payments. |
| 1. Identifying and Correction of Defects
 | 28.1 | The team and engineer shall check the supplies with the help of experts if any appointed by the Purchaser and notify the Purchaser any defects that are found and shall specify a time for within which the defects are to be rectified. |
|  | 28.2 | After the team and engineer is satisfied of the proper operation of the equipment he shall issue the Final Certificate. |
| 1. Adjudicator
 | 29.1 | The Adjudicator to act as a mediator to settle any dispute arising between the Supplier and the Purchaser shall be appointed by ICTAD unless otherwise stated in Bidding Data. |
|  | 29.2 | If the Supplier or Purchaser is not satisfied with a decision given by the Adjudicator the dispute shall be referred to arbitration for final settlement in accordance with Arbitration Act No. 11 of 1995. |

|  |  |
| --- | --- |
| 1. Manufacturer's Test Certificate
 | The supplier must ensure that the goods have to be delivered to the site with the test certificate issued by the manufacturer of the item. This test certificate must comprise the results obtained at the test carried out by the manufacturer with regard to all the parameters of the performance of the machine. Date and place of the test and the witnesses have also to be indicated. The person in charge of the test and the highest authority or representative of the machine manufacturer has to authorise the test certificate |

**Section 3**

###### Bidding Data and Contract Data

*Note*

*Bidding Data and Contract Data shall be read in conjunction with Instructions to Bidders and Conditions of Contract respectively and are intended to provide specific information in relation to the corresponding clauses. Whenever there is a discrepancy the provisions in this section shall supersede those provided in the corresponding clauses in Section 1 and Section 2.*

**Bidding Data**

|  |  |  |
| --- | --- | --- |
| **(1.1)** | **Scope of the Bid** | The Purchaser is Name : State Pharmaceuticals Manufacturing CorporationAddress : No. 11, Sir John Kotelawala MawathaKandawala EstateRatmalana.The Works consist of **Purchasing of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine** Located at State Pharmaceuticals Manufacturing Corporation, No 11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana. |
|  |  | The office for collection of bid forms is  State Pharmaceuticals Manufacturing Corporation  No. 11, Sir John Kotelawala MawathaKandawala EstateRatmalana.The non-refundable fee is **Rupees 5000.00** The Bid forms will be issued **from 26.08.2024 to 19.09.2024 between 9.00 a.m. to 3.00 p.m.** |
|  | **1.1.1**  | Refer clause 2.1, Scope of Work in Contract Data  |
| **(2.1)** | **Source of Funds** | Work will be financed by the State Pharmaceuticals Manufacturing Corporation.  |
|  |  |  |
| **(3.1)** | **Documents Required for Eligibility** | Qualification Criteria:Bidder shall submit documentary proof for the following qualification criteria.1. Average of the annual turn over of work performed in the last three years shall be at least Rs. 20 million. (supported by the auditors’ annual statements)
2. Experience in production/ supply of at least five similar systems over the last 3 years. Manufacturer’s customer list shall be attached.
 |
| **(3.2)** | **Documents Required for Eligibility** | The following information shall be provided* VAT Registration number
* Delivery Programme
* Legal Status (Sole proprietor, Partnership, Company etc.)
* Qualifications and experience of key site management and technical personnel proposed for the Contract
* Details of the technical and managerial Staff of the company
* any other relevant information
 |
| **(4.1)** | **Delivery Period** | Intended Completion Date (or the Delivery Period) is **120** Days from the Start Date. |
| **(5.1)** | **Familiarization** | Pre-bid meeting will be held at **10.30 a.m. on 06.09.2024** and bidders to be advised to visit the site before forwarding their offers. |
| **(6.1)** | **Deadline for Bid Submission** | The Bids shall be marked as **“Bid for the Purchasing 01 No. of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine for the State Pharmaceuticals Manufacturing Corporation”**Bids shall be delivered to State Pharmaceuticals Manufacturing Corporation  No. 11, Sir John Kotelawala MawathaKandawala EstateRatmalana. |
| **(6.2)** | **Deadline** **for Bid Submission** | Deadline for submission is **at 2.00 p.m. of 20.09.2024** |
| **(7.1)** | **Qualification of the Manufacturer** | Manufacturer should have produced similar equipment for more than 5 years at the date of closing of bids.Manufacturer should have evidence on cGMP compliance of the proposed machinery. Documentary evidence should be produced.  |
| **(8.1)** | **Qualification of the Bidder** | Exclusive Representation for the Product in Sri - LankaBidder should have been appointed and functioned as the Exclusive Representative for the Product Offered. Also, Bidder should have the **Manufacturer’s authorisation especially for this project**. The Manufacturers of the equipment shall be those engaged in manufacture of such devices and equipment of type and size required, whose product has been satisfactorily used in similar service for not less than five years. Non-Compliance to this condition would disqualify any Bidder.The bidder shall have registered with the registrar of companies “Samagam Madura”, D.R. Wijewardana Mawatha, Colombo 10 to participate in this tender. |
| **(8.2)** | **Qualification of the Bidder** | The bidder or local agent must have workshop facilities and human resources to attend installation, commissioning and maintenance work during the warranty period. * The bidder must submit technical and other qualifications of his technical staff
 |
| **(9.1)** | **Bid Currencies** | The foreign component of the price schedule has to be quoted in foreign currency in not more than 03 currencies and local component in SL Rupees. |
| **(10.1)** | **Imported Goods** | The letters of credit shall be opened by the SPMC. Clearing the goods from the port and transporting the machine to the bay of SPMC will also be carried out by SPMC. |
| **(11.1)** | **Taxes and Duties** | The taxes and duties related to 20.1 will be borne by SPMC |
| **(12.1)** | **Bid Validity** | Bids shall be valid for 147 (One Hundred and Forty Seven) days from the deadline for submission of Bids |
| **(13.1)**  | **Bid Security** | Un conditional Bid Security shall be:1. for an amount Rs **750,000.00**
2. Valid for 182 (One Hundred and Eighty-Two) days from the deadline for submission of Bids
3. issued by a commercial bank in Sri Lanka approved by the Central Bank to Purchaser using the “Form for Bid Security” included in “Standard Forms (Bid)”
 |
| **(14.1)** | **Sealing and Marking of Bid** | Submission of Bids: Bids shall be marked as**“Bid for the Purchasing 01 No. of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine for the State Pharmaceuticals Manufacturing Corporation”** |
| **(15.1)** | **Performance Security** | Value of Performance Security is ten prescient (10%) of the contract value |

**Contract Data**

|  |  |  |
| --- | --- | --- |
| **(1.1)** | **Definitions** | The Purchaser is Name : State Pharmaceuticals Manufacturing CorporationAddress : No. 11, Sir John Kotelawala MawathaKandawala EstateRatmalana. |
| **(1.1)** |  | The Engineer is  Name : P. Jayasundara - DGM-EngineeringAddress : State Pharmaceuticals Manufacturing Corporation  No. 11, Sir John Kotelawala MawathaKandawala EstateRatmalana..Name of Engineer's Representative : P. Jayasundara  |
| **(1.1)** |  | Defect Liability Period  is 12 months from the Completion (installation) Date.  |
| **(1.1)** |  | Start Date is 14 days from the date of Letter of Acceptance |
| **(1.2)** | **Installation** | Site for installation:State Pharmaceuticals Manufacturing Corporation  |
| **(2.1)** | **Scope of Work** | Supply, Installation, Commissioning of Brand New Inline **01 No. of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine** with necessary equipment for proper functioning of the system  |
|  | **2.1.1** | The SPMC will open the Letter of Credit on the payment conditions mentioned in clause 9.1, Conditions of Contract, and General Conditions of Contract. Clearing the goods from the port and transporting the machine to the bay of SPMC will also be carried out by SPMC. |
|  | **2.1.2** | Unloading the machines at the bay of SPMC and transporting it to the room and other relevant places is the responsibility of the supplier (Bidder)  |
|  | **2.1.3** | Any damages occurred in SPMC property by the bidder during installation & commissioning have to be repaired up to the original condition by the bidder (Supplier) |
| **(3.1)** | **Documents Forming the Contract** | Any other documents- Nil- |
| **(4.1)** | **Completion Period** | Intended Completion Date (or the delivery period is ) 120 Days from the Start Date. |
| **(5.1)** | **Availability of Spares** | Supplier shall be prepared to supply the necessary spares for next ten (02) years and should be provide a manufacturer certification for the spare part availability for the next 02 years.  |
| **(6.1)** | **Liquidated Damages** | The amount to be deducted for delay of one weekAmount equal to the 0.5 % of the cost of the particular equipment.The Maximum amount to be deductedAmount equal to the 10.0 % of the cost of the particular equipment. |
| **(7.1)** | **Insurance** | The minimum insurance covers shall be :1. Insurance against loss or damage to the supplies and equipment, installations, temporary works and materials

The minimum cover : 110% of the value of machine1. Insurance against loss or damage to the property of third parties and that of the Purchaser except the above

The minimum cover : Rs. 500,000.001. Insurance against Personal injury or death to any person of a third party and including employees of the Purchaser and other persons engaged by the Purchaser

Per event : Rs. 500,000.001. Insurance against personal injury or death of workmen or other employees of the Supplier

The minimum cover : Rs. 500,000.00 |
| **(8.1)** | **Retention Money** | A sum equal to 10% of the Supplier’s payments shall be retained until the cumulative amount retained reaches 2.5% of the Contract Sum. 7.5% of this amount will be payed after 03 months and remaining 2.5% shall be paid to the Supplier on successful completion of Maintenance Period of one year. |

|  |  |  |
| --- | --- | --- |
| **(9.1)** | **Payment to Contractor** | 1. Maximum 30% of L/C Value (total foreign component) may be released to the supplier on submission of a suitable bank guarantee for that amount, and the performance guarantee
2. One stage of an interim payment up to the maximum of 60% of L/C value (supply cost) may be made after satisfying following conditions
	* 1. The machine should be delivered to the site in good condition with the **manufacture’s** **test certificates** on each part.
		2. After successful installation & commissioning of the machine.
3. One stage of an interim payment for local component of installation work or others may be made on measure and pay basis or on actual values, satisfying following conditions.
	* 1. More than 50% of particular work has to be completed.
		2. Payment will be made only up to 90% of work done.
4. 7.5 % of the contract price (Foreign component + Local component) may be released after 03 months period of successful running. The Payment will be made on the performance of the machine and other installations.
5. On the completion of the defect liability period, that is after 12 months of handing over the machine, the 2.5 % retention will be released provided that no defects appear on the supplier’s work or the defects appeared are repaired or replaced to the satisfaction of the Purchaser.
6. If the Supplier does not attend to such repair/replacement then, the Purchaser will retain the right to repair/replace same and deduct from the retention money of 2.5% of contract price in the custody of the purchaser.
7. In case the repair/ replacement cost is more than the retention then the supplier will be liable to pay the balance amount.
 |
| **(9.2)** | **Payments to Contractor** | The Contract is not subjected to price adjustment  |

**Section 4**

###### Qualification Information and

###### Form of Bid

**Qualification Information**

*(To be completed and submitted by the bidder, with the Bid)*

|  |  |
| --- | --- |
|  |  |
| Black listed Contractors |  |
| Have you been declared as a defaulted contractor by NPA or any other Agency? (Yes/ No) |  |
| IF yes provide details |  |
|  |  |
| VAT Registration Number |  |
| Construction Program |  *( attach as annex)* |
| Legal status | *(attach relevant status copies, as annex)* |
|  |  |
| Value of work in hand | *(Attach documentary evidence)* |
| Project Name | Contact Person  | Contract Amount | Original Duration | Actual Duration | Product Used |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |
| Value of works performed in last five years | *(attach copies of Certificate of Completion etc. and other documents such as profit-loss and income expenditure statement)* |
| Year 2023 |  |
| Year 2022 |  |
| Year 2021 |  |
| Year 2020 |  |
| Year 2019 |  |
|  |  |
| Value of similar systems completed in last 5 years (indicate only the three largest projects) | 1. Value \_\_\_\_\_\_\_\_ Year \_\_\_\_\_\_\_\_2. Value \_\_\_\_\_\_\_\_ Year \_\_\_\_\_\_\_\_3. Value \_\_\_\_\_\_\_\_ Year \_\_\_\_\_\_\_\_(*attach copies of Certificate of Completion etc., as annex)*  |
|  |  |
| Qualification and experience of key staff – Site and Head Office*(Status: Permanent, Contract basis or Consultants)* Technical | Name | Qualification | Experience | Status |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Managerial | Name | Qualification | Experience | Status |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Other information  |  |

FORM OF BID

Name of Supply:  **Purchasing 01 No. of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine for the State Pharmaceuticals Manufacturing Corporation**

To: Chairman, Procurement Committee State Pharmaceuticals Manufacturing Corporation**,** No. 11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana.

Gentleman,

1. Having examined the Bidding Document, Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above-named Supplies, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bills of Quantities and addenda for the sum of Sri Lankan Rupees ................................................ .............................. (LKR ...............................) or such other sums as may be ascertained in accordance with the said Conditions.

2. We acknowledge that the Contract Data forms part of our Bid.

3. We undertake, if our Bid is accepted, to commence the Supplies as stipulated in the Contract Data, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.

4. We agree to abide by this Bid for the period of One Hundred and Forty-Seven (147) Days from the date fixed for receiving or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

6. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this .......................... day of ........................... 2024 in the capacity of ............................ duly authorized to sign bids for and on behalf of

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

 (IN BLOCK CAPITALS)

Signature : …………………………

……………..

Address : …………………………………………………………………………………..

Witness : (1) …………………………………

* 1. …………………………………

**Section 5**

###### Standard Forms (Bid) and

**Standard Forms (Contract)**

**STANDARD FORMS (BID)**

**FORM OF BID SECURITY**

------------------------------------------------------------------------------- *[issuing Agency’s Name and Address of Issuing Branch or Office]*

Beneficiary: State Pharmaceuticals Manufacturing Corporation, No. 11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Security No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that ------------------------------------------------------------------------------ *[insert (by issuing agency) name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated -------------------*[insert (by issuing agency) date]* (hereinafter called "the Bid") for the execution of **Purchasing 01 No. of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine for the State Pharmaceuticals Manufacturing Corporation**under Invitation for Bids No. -------------- *[insert IFB number]* (“the IFB”).

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----------------------------------------------- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of --------------------------- *[insert amount in figures]*  --------------------------------------------------------- -----------------------------------------------------------------*[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) ; or

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**STANDARD FORMS (CONTRACT)**

**FORM OF AGREEMENT**

This AGREEMENT, made the ---------- day of ------------ 2015between State Pharmaceuticals Manufacturing Corporation , No. 11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana. (hereinafter called “the Purchaser”) of the one part, and ----------------------------------------------------------------------------------------------------------------------- *[name and address of Supplier]* (hereinafter called “the Supplier”) of the other part.

WHEREAS the Purchaser desires that the Contractor execute **Purchasing 01 No. of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine for the State Pharmaceuticals Manufacturing Corporation** (hereinafter called “the Works”) and the Purchaser has accepted the Bid by the Supplier for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year aforementioned in accordance with laws of Sri Lanka

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  Binding Signature of Purchaser |  Binding Signature of Supplier |
|  Common Seal |  Common Seal |
| In the Presence of Witnesses: |  |

|  |  |  |
| --- | --- | --- |
| Signature |  |  |
| Name and NIC No. |  |  |
| Address |  |  |
|  |  |  |
| Signature |  |  |
| Name and NIC No. |  |  |
| Address |  |  |

## FORM OF PERFORMANCE SECURITY

**(UNCONDITIONAL)**

------------------------------------------------------------------------------- *[issuing Agency’s Name and Address of Issuing Branch or Office]*

Beneficiary: State Pharmaceuticals Manufacturing Corporation, No. 11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Performance Guarantee No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name of Supplier]* (hereinafter called “the Supplier”) has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with you, for the **Purchasing 01 No. of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine for the State Pharmaceuticals Manufacturing Corporation** (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Condition of Contract, a Performance Guarantee is required.

At the request of the Supplier, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby irrevocably undertake to pay any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) *[amount in words]*, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2016 and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Common Seal

**Guarantee for Mobilisation Advance**

**(UNCONDITIONAL)**

NUMBER : ………………………… Date: ……………………………

SUM GUARANTEED: …………………………..

To: State Pharmaceuticals Manufacturing Corporation,, (hereinafter called “the Purchaser”)

No. 11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana.

Name of the Contract: **Purchasing 01 No. of Brand New Inline Pouch Desiccant (Silica Gel) Inserting Machine for the State Pharmaceuticals Manufacturing Corporation** In accordance with the provisions of the Conditions of Contract, of the above mentioned contract [hereinafter called “the Contractor”] shall deposit with the Employer a bank guarantee to guarantee his proper and faithful performance under the said Contract in and amount of …………………………*[amount of guarantee]* ……………….. *[amount in words]*

We, the …………………………*[the name and address of the organization]*, as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Employer on his first demand without the amount not exceeding ………………. *[amount of guarantee],* such amount to be reduced periodically by the amounts recovered by the Employer from the proceeds of the contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract document which may be made between the Employer and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

No drawing may be made by the Employer under this guarantee until we have received notice in writing from the Employer that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Employer receives full repayment of the same amount from the Contractor.

Signature and the Seal of the Guarantor : …………………………………………..

Name of the Bank : …………………………………………………………………….

Address : ……………………………………………………………………………….

Date : ……………………………………………

|  |  |
| --- | --- |
| Witness 1 | Witness 2 |
| Signature |  | Signature |  |
| Name  |  | Name  |  |
| Address |  | Address |  |

**Section 6**

**Technical Specifications and Compliance Schedule**

**PURCHASING OF 01 NO OF BRAND-NEW INLINE POUCH DESCICANT (SILICA GEL) INSERTION MACHINE**

**STATEMENT OF COMPLIANCE**

1. Duly filled STATEMENT OF COMPLIANCE should be sent with the tender document.
2. Specify whether offered specifications comply or not comply with required specifications.
3. Tender may be considered as -`invalid if this STATEMENT OF COMPLIANCE is not duly filled.

**SPECIFICATIONS – Inline Pouch Desiccant insertion machine**

|  |  |  |
| --- | --- | --- |
| **ITEM NO** | **REQUIRED SPECIFICATIONS & DETAILS** | **OFFERED SPECIFICATIONS & DETAILS** |
| **1.0** | **Description of the machine**Machine will be part of bulk tablet/capsule packing line. Should insert silica gel sachets into the bottle from silica gel reel. |  |
| 2.0 | Should be pharmaceutical cGMP compliant with stainless steel frame |  |
| 3.0 |  Number of silica gel sachets per bottle- 1 to 03  |  |
| 4.0 | Output – 20 containers/min for 3 sachet insertion50 containers/min for 2 sachet insertion |  |
| 5.0 | Height adjustment based on bottle size-Should be available |  |
| 6.0 | **Monitor**Touch screen industrial type PLC panel required with recipe storage capacity |  |
| 7.0 | Should be able to accommodate: Product container diameter -25-120 mmProduct container mouth diameter-30-80mmProduct container height – 40-150 mm |  |
| 8.0 | Power availability: 400 VAC, 50 Hz, 3-phase |  |
| 9.0 | Height, Width & length of conveyer |  |
| **ITEM NO** | **REQUIRED SPECIFICATIONS & DETAILS** | **OFFERED SPECIFICATIONS & DETAILS** |
| 10.0 | Desiccant pouch size- 17-30mm(W) x 40-75mm(L), Thickness- 3mm-8mm (Higher range specs accepted, general sachet weight 2g) |  |
| 11.0 | Eye mark detection- Should be available |  |
| 12.0 | Machine dimensions (LxWxH) & weight |  |
| 13.0 | Machine safety covering for all moving parts-Should be avaialble |  |
| 14.0 | Compressed air requirement |  |
| 15.0 | Noise Level – Should be less than 70dB |  |

**Section 7**

**Price Schedule**

**Schedule of Cost of Maintenance**

**Price Schedule**

Price schedule for Supply, Installation, Commissioning of 01 No. of Brand new Inline Pouch Desiccant (Silica Gel) Inserting Machine with change parts, spare parts and accessories for the State Pharmaceuticals Manufacturing Corporation

|  |  |  |
| --- | --- | --- |
| **Required Brake Down Of The Cost** | **Unit** | **Offered Value** |
| **Qty**  | **Currency** | **Unit cost**  | **Total Cost**  |
| 1. Supply the 01Nos. of Inline Pouch Desiccant (Silica gel) Inserting Machine along with the change parts, accessories required

 (Foreign currency) (CIF Colombo value)  | Nos.  | 01 |  |  |  |
| 1. State the cost of unloading pneumatic powder transfer system and other accessories at the bay of SPMC, transporting such machines to the production zone and obtaining insurance other charges (SL. Rs.)
 |  |  |  |  |  |
| 1. State the cost of Installation and commissioning of the pneumatic powder transfer system
 | **3.1** Foreign component(Foreign currency) |  |  |  |  |  |
| **3.2** Local component (SL. Rs.) |  |  |  |  |  |
| 1. **Supply Cost of the optional items**, if any

 **(in foreign currency) (**C&F value Colombo)  |  |  |  |  |  |
| 1. Total cost of supply, unloading, installation and commissioning of 01 No. of Inline Pouch Desiccant (Silica gel) Inserting Machine (the cost item No 1 and 3.1 is converted to SLRs. by considering the exchange rate as on the closing date for evaluation purpose) (without VAT) (SL. Rs.) **(this value will be considered for evaluation)**
 |  |  |  |  |  |
| 1. State the VAT Charges, (SL. Rs.)
 |  |  |  |  |  |
| 1. Grand total cost of supply, unloading, transporting to SPMC installation and commissioning of the 01 No. of Inline Pouch Desiccant (Silica gel) Inserting Machine (with VAT) (SL.. Rs.) (6+7) (including VAT)
 |  |  |  |  |  |
| 1. State the cost of the spares required for two years of operation after warranty period (foreign currency) (CIF Colombo)

(Please include the list of the spares offered) |  |  |  |  |  |
| 1. Total foreign component) **(L/C value)** (foreign currency)
 |  |  |  |  |
| 1. Total local component (SL Rs.)
 |  |  |  |  |
| 1. State the delivery period
 |  |
| 1. State the validity period
 |  |

**Name and address of the tenderer:**

**Signature and seal of tenderer:**

Please Note - Failure to send manufacturer’s brochures and catalogues with the tender pertaining to the quoted item may lead to rejection of tender