



DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

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

**SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF 01 NO.
OF BRAND NEW FLOOR MOUNTED TROLLY MOVEMENT
DYNAMIC PASS BOX FOR THE
STATE PHARMACEUTICALS MANUFACTURING CORPORATION**

(Bid Ref : SPMC/PD/07/2024)

BIDDING DOCUMENT

**CHAIRMAN
PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS MANUFACTURING CORPORATION
No 11, SIR JOHN KOTELAWALA MAWATHA
KANDAWALA ESTATE, RATMALANA.**

BIDDING DOCUMENT

**SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF 01 NO.
OF BRAND NEW FLOOR MOUNTED TROLLY MOVEMENT
DYNAMIC PASS BOX FOR THE
STATE PHARMACEUTICALS MANUFACTURING CORPORATION**

(Bid Ref : SPMC/PD/07/2024)

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

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Note: This Bid Document contains Pages numbered 01 – 56 consecutively. Please check to see that no page is missing or any in duplicate.

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

INVITATION FOR BIDS

**SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF 01 NO. OF
BRAND NEW FLOOR MOUNTED TROLLEY MOVEMENT DYNAMIC PASS BOX
FOR THE STATE PHARMACEUTICALS MANUFACTURING CORPORATION
(SPMC)**

(Bid Ref : SPMC/PD/07/2024)

Sealed bids for the supply of the below machine will be received by Chairman of Procurement Committee of the State Pharmaceuticals Manufacturing Corporation to reach on or before **06.11.2024 at 14.00 hrs.**

1.

Item	Non-refundable Bid fee (Rs.)
Supply, Installation Testing and Commissioning of 01 No. of Brand New Floor Mounted Trolley Movement Dynamic Pass Box for the State Pharmaceuticals Manufacturing Corporation	3,500.00

2. Only the sole nominated representative / accredited agent of manufacturers of the equipment offered for the Sri Lanka market are eligible to participate in this bid.

Sealed bids should be made on a complete set of bidding documents in duplicate and original in separately and sent by the registered post addressed to Chairman of Procurement Committee of the State Pharmaceuticals Manufacturing Corporation to reach on or before 06.11.2024 at 14.00 hrs. or deposited in the tender box kept at the reception office of State Pharmaceuticals Manufacturing Corporation

3. Bid document should be obtained from the Deputy General Manager – Planning and Procurement on above address from 14.10.2024 to 05.11.2024 between 9.00 hrs. to 15.00 hrs. during working days on submission of 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 tender fee stated above in cash to the Deputy General Manager - Finance, SPMC

Bidders have to be submitted following documents with each offer to eligible to this procurement.

- Certificate of Business registration (Certified Photocopy)
 - A certificate / letter issued by the principals appointing your company as local agents for their products.
 - A copy of valid Certificate of registration issued by the Registrar of Public Contracts (PCA 3) “ Samagam Medura” D.R. Wijewardene Mawatha, colombo 10.
4. The bids will be closed on 06.11.2024 at 1400hrs. and bids will be opened immediately after the closing of bids at SPMC Ratmalana, bidder or their authorized agents are permitted to be present when bids are open for this tender.
5. A pre-bid meeting is scheduled to be held on 24.10.204 on 1030 hrs at SPMC, Rathmalana and all Bidders to visit and inspect the locations on same day to have an awareness of Dynamic Pass Box before submission a Bid.
6. **“Procurement of Brand New Dynamic Pass Box - Bid Reference -SPMC/PD/07/2024”** Should be written on top left- hand corner of the envelop.
7. Bid Documents can be inspected free of charge at the Procurement and Planning Division of SPMC.
8. Further information could be obtained from Deputy General Manager – Engineering, SPMC. (Tel. 2637574)

**Chairman - Procurement Committee
State Pharmaceuticals Manufacturing Corporation
No 11, Sir John Kotelawala Mawatha, Kandawala Estate
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, Testing and Commissioning of Dynamic Pass Box with all accessories 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.
2. Source of Funds	2.1	Procurement will be financed by the source given in Bidding Data.
3. 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.
4. 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.
5. 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 presented 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.
6. Content of the Bidding Documents	6.1	The set of Biding Documents comprises the following and any addenda issued in accordance with Clause 8. (a) Invitation to Bid (b) Instructions to Bidders

		<ul style="list-style-type: none"> (c) Conditions of Contract (d) Standard Forms (e) Form of Bid and Qualification Information (f) Bidding Data and Contract Data (g) Technical Specifications (h) Bills of Quantities (i) Cost of Maintenance (and Operation) (j) Certificate of Confirmation (k) Drawings
7. 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.
8. 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.
9. 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.

10. Late Bids	10.1	Any bid received by the Purchaser after the deadline for submission of Bids will be returned unopened to the Bidder.
11. Qualification of the Manufacturer	11.1	<p>Qualification of the Equipment/ Machine Manufacturer.</p> <p>The Manufacturer should have manufactured the offered Equipment/ Machine 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. Manufacturer should have compliance of community of European (CE) and compliance of cGMP standards, ISO 9001 not required. Other export market related certification details should also be submitted for consideration.</p>
	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.
12. Qualification of the Bidder	12.1	The Bidder should have supplied, installed and maintained comparable equipment of the offered equipment for not less than five 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.
13. 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

		<p>stated in the Bidding Data.</p> <p>The following information to be furnished along with the bid:</p> <ul style="list-style-type: none"> (a) Names and addresses of customers for whom similar equipment has been supplied. (b) Make and model of the Equipment supplied. (c) Date of installation (d) Telephone number and name of the contact person for further information. (e) 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				
14. Manufacturer's Authorization	14.1	<p>Manufacturer's Authorization to the Bidder:</p> <p>A letter from the equipment Manufacturer (i.e. for the each and every different make 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.</p>				
15. 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.				
16. 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	<p>The bid should comprise of the following documents</p> <p style="text-align: right;">Clause Ref. ↓</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(a) Letter of authorization from the company to the person who sign the Bid stating his /her position in the company.</td> <td style="width: 20%;"></td> </tr> <tr> <td>(b) The Form of Bid duly completed and signed by the Bidder.</td> <td></td> </tr> </table>	(a) Letter of authorization from the company to the person who sign the Bid stating his /her position in the company.		(b) The Form of Bid duly completed and signed by the Bidder.	
(a) Letter of authorization from the company to the person who sign the Bid stating his /her position in the company.						
(b) The Form of Bid duly completed and signed by the Bidder.						

		(c) Certified copy of Registration Certificate of Registrar of Companies or Certificate of Business registration	
		(d) The Price schedule duly completed and signed by the Bidder. Prices are to include for supplying, installation, commissioning and providing training.	
		(e) Documentary Evidence to prove the manufacturer's qualifications as required.	<i>11 ITB</i>
		(f) Documentary Evidence to prove the Bidder's qualifications as required.	<i>12, 13 ITB</i>
		(g) 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.	<i>17, 25 ITB 6,11 CC</i>
		(h) Bid security	<i>24 ITB</i>
		(i) Certificate for availability of spares	<i>7 CC</i>
		(j) Certificate for competency to carryout Technical repairs	<i>7 CC</i>
		(k) Manufacturer's Authorization letter issued to sell the offered equipment in Sri Lanka	<i>14 ITB</i>
		(l) Qualification of staff	<i>12 ITB</i>
		(m)Optional Operational Cost	<i>9 CC</i>
17. 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.
18. 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.
19. Bid Currencies	19.1	Bid Price shall be quoted in the currency/ currencies given in the Bidding Data.
20. Imported Goods	20.1	The letter of credit for the goods to be imported for the corporation shall be opened as stated in the Bidding Data.
21. Taxes and Duties	21.1	Supplier shall entirely be responsible for all taxes, stamp duties, license fees and others 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.
22. Bid Prices	22.1	Rates for all items shall be inclusive of the following: i. All materials, labour, plant, scaffolding, waste, incidental materials, fixing media, cartage, hoisting, fitting and fixing complete.

		<p>ii. 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.</p> <p>iii. Providing samples, specimen for such items of work as required.</p> <p>iv. All preliminary expense overheads and profit except where otherwise stated.</p> <p>v. Clear the goods from the wharf, transport to the site, stack and store, watch over until installed, fixed or handed over to the Employer.</p> <p>vi. All Civil and Mechanical works which has to be incorporated.</p>
	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	<p>Local Component:</p> <p>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 SPMC production Unit. etc.)</p>
	22.4	<p>Foreign Component:</p> <p>The rates shall include the cost of the equipment, packaging, inland transport, freight, insurance and all the connected charges up to port of Colombo and thereafter to the work site.</p>
23. 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 CIF 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
24. 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 forms (a) Unconditional and on demand Bank Guarantee issued by a Commercial Bank acceptable to the Purchaser. (b) 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 forfeited (a) If a Bidder withdraws his Bid during the period of bid validity. (b) In the case of a successful Bidder, if the Bidder fails, (i) to accept the award. (ii) to furnish the Performance Security within specified period acceptable to the Purchaser. (iii) to accept any arithmetical corrections made as per ITB
25. Compliance with Specifications	25.1	Statement of Compliance with ITB and Specifications:

		<p>The Bidder shall</p> <p>(a) 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.</p> <p>(b) Clearly indicate the optional items and all prices.</p> <p>(c) The offer may be rejected in the event of failure to comply with Clauses 25.1 (a) and 25.1 (b) above.</p>
26. Format and Signing of Bid	26.1	<p>The bid shall be arranged in the following manner.</p> <p>(a) 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"</p> <p>(b) In addition, the bidder shall submit one copy of the ORIGINAL and marked as "DUPLICATE"</p> <p>In the event of discrepancy between the "ORIGINAL" and "DUPLICATE", the "ORIGINAL" shall Prevail.</p>
	26.2	<p>Signing of Bid:</p> <p>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.</p>
	26.3	<p>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.</p>
27. Sealing and Marking of Bids	27.1	<p>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.</p> <p>The inner and outer envelopes shall</p> <p>(a) be addressed to the Purchaser at the address provided in the Bidding Data;</p> <p>(b) write the name of the Contract as defined in the Bidding Data.</p>

		<p>(c) provide a warning not to open before the deadline for submission of Bid.</p> <p>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.</p> <p>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.</p>
28. 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.
29. 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.
30. Consideration of Bids	30.1	No Bidder will be entitled for consideration unless all the conditions laid down herein have been fulfilled in.
31. 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, electronic mails 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.
32. Bid Examination	32.1	<p>Examination of Bids and Determination of Responsiveness</p> <p>Prior to the detailed evaluation of Bids, the Technical Evaluation Committee will determine whether each Bid</p> <ul style="list-style-type: none"> (a) meets the eligibility Criteria stipulated in the Bidding Documents (b) has been properly signed (c) is accompanied by the required securities (Bid security or cash deposit) (d) is substantially responsive to the requirements of the Bidding Documents and

		(e) 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 unofficially 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 a 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 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/PC 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	<p>Bids determined to be substantially responsive will be checked by the employer for any arithmetic errors;</p> <p>Errors will be corrected by the purchaser as follows:</p> <p>(a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern;</p> <p>(b) 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;</p> <p>(c) 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;</p>

		(d) 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.
33. 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.
34. 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 US Dollars (USD) for a sum specified in the Bidding Data and shall be in one of the following forms: (a) 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. (b) Cash deposit in Sri Lanka Rupees equivalent to amount of US Dollars.
	34.3	The Performance Security will be discharged by the Purchaser after the completion of maintenance period of one year.
35. 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.

36. Price Escalation	36.1	<p>Price escalations of material or equipment will not be paid, as this is a fixed item rate contract.</p> <p>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.</p>
37. Vary Quantities	37.1	<p>Purchaser's right to vary quantities at the time of award</p> <p>The 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 percent of the quantities specified.</p>
38. Minimum Order Value	38.1	<p>If a Bidder wishes to insist on a minimum order value such amount should be indicated on the Price schedule.</p>
39. Adjudicator	39.1	<p>The Adjudicator to act as a mediator to settle any dispute arising between the Supplier and the Purchaser shall be appointed by the Construction Industry Development Authority (CIDA)</p>
	39.2	<p>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 in Sri Lanka.</p>

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.

Conditions of Contract

<p>1. Definitions</p>	<p>1.1</p>	<p>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.</p> <p>The Completion Date is the date of completion and commissioning of equipment as certified by the Engineer</p> <p>A Defect is any part of the supplies and installation not completed in accordance with the contract.</p> <p>The Defects Liability Period is the period named in the Contract Data and starts from the Completion Date.</p> <p>The Engineer is the person named in the Contract Data appointed by the Purchaser who is responsible for administering and supervising the work.</p> <p>The Purchaser is the Party named in the Contract Data who employs the Supplier to install commission and maintenance of equipment or goods as required</p> <p>The 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.</p> <p>The Supplier is a person, corporate body. Partnership, proprietorship or joint venture whose bid to carryout work has been accepted by the Purchaser.</p> <p>The Site is the area defined as such in the Contract Data for the Supplier to Install the equipment.</p>
<p>2. Scope of Work</p>	<p>2.1</p>	<p>The Supply, Installation, Testing, Commissioning and Maintenance of equipment at the Sites described in the Contract Data.</p>
<p>3. Documents Forming the Contract</p>	<p>3.1</p>	<p>The documents forming the contract shall be interpreted in the following order of priority.</p> <ul style="list-style-type: none"> (a) Agreement (b) Letter of Acceptance (c) Memorandum of Understanding (if any)

		<ul style="list-style-type: none"> (d) Contractor's Bid (e) Contract Data (f) Conditions of Contract (g) Specifications (h) Drawings (i) Bills of Quantities (j) Any other document listed in the Contract Data as forming part of the contract
4. 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 16.1, shall be deducted from the Supplier's bills unless an extension of time to complete the supply is granted by the Purchaser.
5. 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.

6. 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 BOQ and Specifications. The origin of material and equipment shall be considered to be the place where the material and equipment are produced
7. Availability of Spares	7.1	The bidder should give certificates for each and every equipment 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.
8. Maintenance after the lapse of Warranty	8.1	The Bidder shall quote: (a) The recommended life period and the period of warranty of the equipment inclusive of the installation.

9. 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.
10. Documents and manuals	10.1	<p>(a) 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.</p> <p>(b) 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.</p>
	10.2	The Supplier shall provide all Operation Manuals of the equipment at the installation and commissioning of the equipment.
11. Installation and Commissioning	11.1	<p>The said equipment 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.</p>
	11.2	<p>FACTORY ACCEPTANCE TEST</p> <p>FAT do not required .</p> <p>FAT will be done along with IQ, OQ upon installation.</p>
12. Indemnification of the Government of Sri Lanka	12.1	<p>Indemnity against claims of Patent Rights etc.</p> <p>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.</p>

	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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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: <ul style="list-style-type: none"> (a) Loss or damage to the supplies, installations, temporary works and materials. (b) Loss of damage to the property of third parties and that of the Purchaser except the above in connection with the contract. (c) 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 affect the insurance which the Supplier

		should have provided and recover the premiums the Purchaser has paid from the payments due to the Supplier.
19. Training	19.1	<p>A comprehensive training on the offered equipment shall be conducted at the Customer's site for four persons and for general staff unless otherwise stated in the Contract Data. The training for four persons shall include modules for:</p> <p>(a) Installation and maintenance - 04 nos</p> <p>(b) Operation and cleaning – 04 nos</p> <p>SPMC will not provide Airfare, accommodation and meals to trainers.</p>
20. 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.
21. 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.
22. Qualification of staff	22.1	Bidder shall submit the names, qualifications, present designation and experience of persons who will be responsible for the installation, commissioning and supervision of the work. A breakdown of the contribution expected from each person shall be indicated.
23. 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:

		<p>(a) forfeiture of Performance Security,</p> <p>(b) imposition of liquidated damages and /or</p> <p>(c) termination of contract for default.</p>
	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.
24. 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 carry out the contract on behalf of the Supplier.
25. 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.

<p>26. Acceptance of Equipment</p>	<p>26.1</p>	<p>Bidder shall complete the entire installation as per the bid document and inform the Engineer for acceptance with following details.</p> <ul style="list-style-type: none"> a. All Technical and service manuals including circuit diagrams. b. Test reports of equipment
<p>27. Payments to Supplier</p>	<p>27.1</p>	<p>The Supplier should submit the following documents to the Purchaser, upon the supply installation and commissioning of the equipment.</p> <ul style="list-style-type: none"> (a) Three copies of the Supplier's invoice showing, description of goods quantity, unit price and the total price. (b) Two copies of manufacturer's Warranty Certificate.
	<p>27.2</p>	<p>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</p>
	<p>27.3</p>	<p>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</p>
		<p>27.3.1 The machine should be delivered to the site in good condition with the <u>manufacture's test certificates</u> as per clause 31 in Conditions of Contract.</p>
		<p>27.3.2 After successful installation and commissioning of the machine then handing over installation and commissioning report also relevant training as per clause 20 in Conditions of Contract.</p>
	<p>27.4</p>	<p>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.</p>
	<p>27.5</p>	<p>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.</p> <p>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.</p> <p>In case the repair/ replacement cost is more than the retention then the supplier will be liable to pay the balance amount.</p>
	<p>27.6</p>	<p>The invoices 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</p>

		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 affected 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.
28. 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.
29. 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 CIDA 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.
30. 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	<p>The Purchaser is</p> <p>Name : State Pharmaceuticals Manufacturing Corporation,</p> <p>Address : No 11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana.</p> <p>The Works consist of Supply, Installation Testing and and Commissioning of 01 No. of Brand New Floor Mounted Dynamic Pass Box for Trolley movement with Accessories for the State Pharmaceuticals Manufacturing Corporation (SPMC) No 11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana.</p>
		<p>The office for collection of bid forms is</p> <p>Deputy General Manager (Planning and Procurement)</p> <p>No 11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana.</p> <p>The non-refundable fee is</p> <p>Rupees 10,000.00 to be paid to the Deputy General Manager- Finance of the SPMC</p> <p>The Bid forms will be issued</p> <p>from 14.10.2024 to 05.11.2024 between 9.00 hrs. to 15.00 hrs.</p>
	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	<p>Qualification Criteria:</p> <p>Bidder shall submit documentary proof for the following qualification criteria.</p> <p>(a) Average of the annual turnover of work performed in the latest three years shall be at least Rs. 20 million. (supported by the auditors' annual statements)</p> <p>(b) Experience in production/ supply of at least five similar systems over the last 3 years. Manufacturer's customer list shall be attached.</p>

(3.2)	Documents Required for Eligibility	<p>The following information shall be provided</p> <ul style="list-style-type: none"> ○ 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 30 Days from the Start Date.
(5.1)	Familiarization	Pre-bid meeting will be held at 1030 hrs. on 24.10.2024 and bidders to be advised to visit the site before forwarding their offers.
(9.1)	Deadline for Bid Submission	<p>The Bids shall be marked as</p> <p>“Bid for the Supply, Installation Testing and Commissioning of 01 No. of Brand New Floor Mounted Trolley Movement Dynamic Pass Box for the State Pharmaceuticals Manufacturing Corporation (SPMC)” Bids shall be delivered to</p> <p style="text-align: center;">Chairman Procurement Committee State Pharmaceuticals Manufacturing Corporation No 11, Sir John Kotelawala Mawatha Kandawala Estate, Ratmalana.</p>
(9.2)	Deadline for Bid Submission	Deadline for submission is at 1400 hrs on 06.11.2024
(11.1)	Qualification of the Manufacturer	<p>Manufacturer should have produced similar equipment / Machine for more than 5 years at the date of closing of bids.</p> <p>Manufacturer shall have ISO 9001 certification or Compliance of Community of European (CE) and compliance of cGMP. Documentary evidence shall be produced.</p>
(12.1)	Qualification of the Bidder	<p>Exclusive Representation for the Product in Sri - Lanka</p> <p>Bidder 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</p>

		<p>years. Non- Compliance to this condition would disqualify any Bidder.</p> <p>The bidder shall have registered with the registrar of companies “Samagam Madura”, D.R. Wijewardana Mawatha, Colombo 10 to participate in this tender.</p>
(12.2)	Qualification of the Bidder	<p>The bidder must have workshop facilities and human resources to attend installation, commissioning and maintenance work during the warranty period.</p> <ul style="list-style-type: none"> ▪ The bidder must submit technical and other qualifications of his technical staff
(19.1)	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.
(20.1)	Imported Goods	The letters of credit shall be opened by the SPMC, SPMC will not transport the machine from port, unload or transfer to final location inside production area. However, SPMC will provide relevant documents for custom clearance of the machine. Any local handling charges should be given in the bid.
(21.2)	Taxes and Duties	The taxes and duties related to 20.1 will be borne by SPMC
(23.1)	Bid Validity	Bids shall be valid for 91 (Ninety One) days from the deadline for submission of Bids
(24.1) (24.2)	Bid Security	<p>Un conditional Bid Security shall be:</p> <ol style="list-style-type: none"> a. for an amount Rs 50,000.00 for Brand New Floor Mounted Trolley Movement Dynamic Pass Box with Accessories Valid for 119 (One Hundred and Nineteen) days from the deadline for submission of Bids b. 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)”
(27.1b)	Sealing and Marking of Bid	<p>Submission of Bids: Bids shall be marked as</p> <p>“Bid for the Supply, Installation Testing and Commissioning of 01 No. of Brand New Floor Mounted Trolley Movement Dynamic Pass Box for the State Pharmaceuticals Manufacturing Corporation (SPMC)”</p>
(34.1) (34.2)	Performance Security	Value of Performance Security is ten percent (10%) of the contract value

Contract Data

(1.1)	Definitions	<p>The Purchaser is</p> <p>Name : State Pharmaceuticals Manufacturing Corporation</p> <p>Address : Chairman, Procurement Committee State Pharmaceuticals Manufacturing Corporation No 11, Sir John Kotelawala Mawatha Kandawala Estate, Ratmalana.</p>
		<p>The Engineer is State Pharmaceuticals Manufacturing Corporation</p> <p>Name : Deputy General Manager - Engineering</p> <p>Address : State Pharmaceuticals Manufacturing Corporation No. 11, Sir John Kotelawala Mawatha Kandawala Estate, Ratmalana.</p> <p>Name of Engineer's Representative: P D Jayasundara</p>
		<p>Defect Liability Period</p> <p>is 12 months from the Completion Date.</p>
		<p>Start Date</p> <p>is 14 days from the date of Letter of Acceptance. The 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.</p>
(12.1)	Installation	<p>Site for installation:</p> <p>State Pharmaceuticals Manufacturing Corporation - Rathmalana</p>
(2.1)	Scope of Work	<p>“Bid for the Supply, Installation Testing and Commissioning of 01 No. of Brand New Floor Mounted Trolley Movement Dynamic Pass Box for the State Pharmaceuticals Manufacturing Corporation (SPMC)” and necessary equipment for proper functioning of the system.</p>
	2.1.1	<p>The SPMC will open the Letter of Credit on the payment conditions mentioned in clause 28, 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.</p>
	2.1.2	<p>Unloading the machines at the bay of SPMC and transporting it to the Production department of SPMC and other relevant places is the responsibility of the supplier (Bidder)</p>

	2.1.3	Installation of Dynamic Pass Box has to be done in SPMC of Production department by the supplier (bidder)
	2.1.4	Training of 08 persons for a. Installation & Maintenance b. Operations & Cleaning c. Programming & Optimization of the Process
	2.1.5	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)
(7.1)	Availability of Spares	Supplier shall be prepared to supply the necessary spares for next ten (10) years and should be provide a manufacturer certification for the spare part availability for the next 10 years.
(16.1)	Liquidated Damages	The amount to be deducted for delay of one week Amount equal to the 0.5 % of the cost of the particular equipment. The Maximum amount to be deducted Amount equal to the 10.0 % of the cost of the particular equipment.
(18)	Insurance	The minimum insurance covers shall be: a. Insurance against loss or damage to the supplies and equipment, installations, temporary works and materials The minimum cover : 120,000,000.00 b. Insurance against loss or damage to the property of third parties and that of the Purchaser except the above The minimum cover : 500,000.00 c. 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 : 500,000.00 d. Insurance against personal injury or death of workmen or other employees of the Supplier The minimum cover : 500,000.00

(21.1)	Retention Money	1) A sum equal to 10% of the Supplier's payments shall be retained. 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. 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.
(28.1)	Payment to Contractor	<p>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</p> <p>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</p> <ul style="list-style-type: none"> i) The machine should be delivered to the site in good condition with the <u>manufacture's test certificates</u> on each part. ii) After successful installation & commissioning of the machine and handing over installation & commissioning report, and relevant training as per clause 20.1 in Conditions of Contract. <p>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.</p> <p>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.</p> <p>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 monies of 2. 5% of contract price in the custody of the purchaser.</p> <p>7) In case the repair/ replacement cost is more than the retention then the supplier will be liable to pay the balance amount.</p>
(28.3)	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	<i>(attach as annex)</i>				
Legal status	<i>(attach relevant status copies, as annex)</i>				
Value of work in hand	<i>(Attach documentary evidence)</i>				
Project Name	Contact Person /Hospital	Contract Amount	Original Duratio	Actual Duration	Product Used
Value of works performed in last five years	<i>(attach copies of Certificate of Completion etc. and other documents such as profit-loss and income expenditure statement)</i>				
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 _____ <i>(attach copies of Certificate of Completion etc., as annex)</i>				
Qualification and experience of key staff – Site and Head Office <i>(Status: Permanent, Contract basis or Consultants)</i>	Name	Qualificati on	Experience	Status	
Technical					
Managerial	Name	Qualificati on	Experience	Status	
Other information					

FORM OF BID

Name of Supply: **““Bid for the Supply, Installation Testing and Commissioning of 01 No. of Brand New Floor Mounted Trolley Movement Dynamic Pass Box for the State Pharmaceuticals Manufacturing Corporation (SPMC)”**

To: The 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)

(2)

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: Deputy General Manager – Planning and Procurement, 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 **“Supply, Installation Testing and Commissioning of 01 No. of Brand New Floor Mounted Trolley Movement Dynamic Pass Box for the State Pharmaceuticals Manufacturing Corporation (SPMC)”** 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 ----- 2023 between Deputy General Manager-Planning and Procurement, 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 “**Supply, Installation Testing and Commissioning of 01 No. of Brand New Floor Mounted Trolley Movement Dynamic Pass Box for the State Pharmaceuticals Manufacturing Corporation (SPMC)**” (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 where of 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: Deputy General Manager – Planning and Procurement, 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 “**Supply, Installation Testing and Commissioning of 01 No. of Brand New Floor Mounted Trolley Movement Dynamic Pass Box for the State Pharmaceuticals Manufacturing Corporation (SPMC)**” (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 _____, 2023 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: Deputy General Manager – Planning and Procurement, State Pharmaceuticals Manufacturing Corporation, No.11, Sir John Kotelawala Mawatha, Kandawala Estate, Ratmalana.

Name of the Contract: **“Supply, Installation Testing and Commissioning of 01 No. of Brand New Floor Mounted Trolley Movement Dynamic Pass Box for the State Pharmaceuticals Manufacturing Corporation (SPMC)”**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 06
Technical Specifications and Compliance Schedule

**PURCHASING OF 01 . OF BRAND NEW FLOOR MOUNTED TROLLEY MOVEMENT
DYNAMIC PASS BOX FOR THE STATE PHARMACEUTICALS MANUFACTURING
CORPORATION**

Statement of Completion

- A duly filled Statement of Compliance should be sent with the tender document.
- Specify whether the offered specifications comply or do not comply with the required specification
- Tenders may be considered invalid if this statement of Compliance is not duly filled.
 - **Do not use ambiguous terms like “yes”, “complied” or “available”.**
Specifically, mention the machine specification of the product offered by you.
 - No subcontracting is allowed with regard to installation, commissioning, training, warranty, maintenance, or after–sales services; this is the sole responsibility of the principals or their authorized agents.

PART I

SPECIFICATIONS – DYNAMIC PASS BOX

		Required specification	Offere Specification
01	Introduction	Floor mounted Dynamic pass box for Trolley movement. Parts will be installed below floor level. Depth and dimensions should be indicated.	
02	Internal Dimensions	Height – 750 mm	
		Width - 750 mm	
		Length - 750 mm	
03	Construction	Structure - SS 304 complying to pharmaceuticals cGMP	
		Doors – SS 304, double doors with glass view	
		Interlocking system- Required (To assure opening one door at a time)	
04	Blower	Moter blower system with filters (HEPA & other) for clean air blowing	
		Air Cleanliness- ISO Class 5 required	
05	Operating Panel	With indications for pressure, control switches	
06	Filters	Fresh air filter	
		Pre Filter	
		HEPA Filter	
07	Safety	Emergency switch	
		Door release switch	
		Differential pressure gauge	
08	Qualification	IQ, OQ -Required	
		Particle test -Required	
		Filter Integrity test- Required	
	Power	230v/ 50Hz	

SR. NO.	COMPONENT	DESCRIPTION
1.	HEPA FILTER	Mini Pleat HEPA Filter, Which conforms to EU 14 Grade, with an efficiency rating better than 99.997% for 0.3 μ at supply position.
2.	PRE-FILTER	Pre- filter made from non-woven synthetic with HDPE mesh, which conforms to EU 6 Grade, with efficiency of 95% down to 5micron.
3.	Fresh Air Filter	Fresh air filter made from non-woven synthetic with HDPE mesh, which conforms to EU 4 Grade, with efficiency of 90% down to 10 micron.
4.	Motor Blower	Provided are statically and dynamically balanced, Supply of sufficient capacity and static pressure is used to take care of airflow requirement for entire life of HEPA. Blower is high performance, noise abated, light weighted statically and dynamically balanced.
5.	Interlocking	Electromagnetic interlocking type door arrangement to ensure that only one side door can be opened at a given time.
6.	Door	SS 304 double door construction with flush toughened glass view panels with SS handles and SS hinges.
7.	Door Indication & Door Release Switch	Indication on either side for door open condition and door release switch will be provided at one either side.
8.	Light	Fluorescent Light (>300 LUX) & U-V Light with hour meter.
9.	Operating Panel	Microprocessor based operating panel to control/operate switches for motor and light. Emergency Switch will be provided for safety.
10.	Door Release Switch	Door release switch one either side
11.	DOP Test Port	At upstream of HEPA filter
12.	Differential Pressure Gauge (0-25MM)	To monitor pressure drop across HEPA filter.

PART II
PRICE SCHEDULE

REQUIRED SPECIFICATIONS		OFFERED SPECIFICATIONS
1.	Make and Model of the Brand New Dynamic Pass Box with Accessories.	
2.	Name and address of the manufacturer/s of the Dynamic Pass Box	
3.	State the cost of supplying the Brand New Dynamic Pass Box and Accessories.	
4	State the cost of unloading the Brand New Floor Mounted Trolley Movement Dynamic Pass Box and Accessories. at the bay of SPMC, transporting such machines to the relevant rooms, and obtaining insurance as per clause 18 of the general condition of the contract and clause 18 of contract data and other charges (SL. Rs.)	
5	State the cost of Installation and commissioning of the Brand New Dynamic Pass Box and Accessories (SL. Rs.) (SPMC will not provide any form of lodging, airfare, traveling, or other related expenses)	5.1 Foreign component (Foreign currency)
		5.2 Local component (SL. Rs.)
6	State the cost of providing training for the relevant SPMC staff as per clause 19. All expenses should be borne by the bidder)19.1 section 2 in the Tender Document (SL. Rs.)	
7	State the cost of refurbishing the rooms and relevant areas for locating the Dynamic Pass Box as per the clause 2.1.5 section 3 in the Tender Document (SL Rs.)	
8	The total cost of supply, refurbishing the rooms and utility lines and other areas, unloading, transporting to room, installation, and commissioning of the Brand New Floor Mounted Trolley Movement Dynamic Pass Box and Accessories with providing relevant training (the cost item No 3 ,5.1 and is converted to SLRs. by considering the exchange rate as on the closing date for evaluation purpose) (without Taxes (SLRs.) (3+4+5+6+7) (this value will be considered for evaluation)	
09	State the Taxes Charges, (SL. Rs.)	
10	The total cost of supply, refurbishing the rooms and other areas, unloading, transporting to room, installation and commissioning of the Brand New Floor Mounted Trolley Movement Dynamic Pass Box (with Taxes) (SL. Rs.) (08+09) (including Taxes)	

REQUIRED SPECIFICATIONS	OFFERED SPECIFICATIONS
11 State the cost of the spares required for two years of operation after the warranty period (foreign currency) (CIF Colombo) (Please include the list of the spares offered)	
12 Total foreign component (3+5.1++11) (L/C value) (foreign currency)	
13 Total local component (4+5.2+7+8) (SL Rs.)	
14 Contract value (SL Rs.) (12+13) (foreign component will be converted to SLRs. by considering the exchange rate as on the closing date.	
16 State the delivery period	
17 State the price validity period (Minimum 147 days from the date of closing the bid)	
18 State the warranty period (Minimum one year)	

Name & address of the Bidder:

Signature and official seal of the Bidder _____

Section 7
BOQ and Price Schedule

BILL OF QUANTITIES

Bill of Quantities for Supply, Installation, Commissioning of 01no. of Brand New Dynamic Pass Box for the State Pharmaceuticals Manufacturing Corporation

Required Break Down of The Cost		Unit	Offered Value	
			Currency	Amount
01	Supply the Brand New Floor Mounted Trolley Movement Dynamic Pass Box for the State Pharmaceuticals Manufacturing Corporation (Foreign currency) (CIFColombo value)	01 Each		
02	State the cost of transporting to SPMC, unloading, moving to the installation location of Brand New Floor Mounted Trolley Movement Dynamic Pass Box and obtaining insurance as per clause 18 in the Condition of Contract and clause 18.1,18.2, 18.3 and 18.4 of contract data and other charges (SL. Rs.)	01 Each		
03	State the cost of installation and commissioning of 01No. of Brand New Floor Mounted Trolley Movement Dynamic Pass Box for the State Pharmaceuticals Manufacturing Corporation and State the cost of providing training for the relevant staff as per the clause 19 in contract of conditions in the Tender Document	3.1 Foreign component (Foreign currency)		
		3.2 Local component (SLRs.)		
04	State the cost of providing training for the relevant staff as per the clause 19 in contract of conditions in the Tender Document (SLRs.)			
05	Supply Cost of the optional items, if any (in foreign currency) CIF Colombo value (values of optional items should be indicated separately)			
06	Total cost of supply, unloading, transporting to SPMC, installation and commissioning of 01 No. of Brand New Floor Mounted Trolley Movement Dynamic Pass Box (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 Taxes) (SL. Rs.) (1+2+3+4+5) (this value will be considered for evaluation)			

Required Brake Down of The Cost		Unit	Offered Value	
			Currency	Amount
07	State the Taxes Charges, (SL. Rs.)			
08	Grand total cost of supply, unloading, transporting to SPMC premises, installation and commissioning of the Brand New Floor Mounted Trolley Movement Dynamic Pass Box (with all taxes including Taxes) (SLRs.) (6+7) (including all Taxes)	01 Each		
09	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) <i>it's not considered for final evaluation.</i>			
10	Total foreign components (1+3.1) (L/C value) (foreign currency)			
11	Total local components (2+3.2+4) (SL Rs.)			
12	Contract values (SL Rs.) (10+11) (foreign component will be converted to SL Rs. by considering the exchange rate as on closing date (without VAT)			
13	State the delivery period			
14	State the validity period			
15	State the warranty period			

Amount in Words	
Bidders VAT registration No	

Total Cost for Supply & Installation	=	
Discount if any at ____ %	=	
Amount of VAT (____% of the total local component)	=	
Total Cost for local component (inclusive Taxes) LKR	=	
Signature of Bidder		
Name and Address	Common Seal	
In the Presence of Witnesses:		
Signature (1)		
Name and NIC No.		
Address		
Signature (2)		
Name and NIC No.		
Address		
Date		

STATE PHARMACEUTICALS MANUFACTURING CORPORATION

**SUMMARY OF THE SCHEDULE FOR SUPPLY, INSTALLATION AND SUCCESSFUL COMMISSIONING OF
01 NO OF BRAND NEW FLOOR MOUNTED TROLLEY MOVEMENT DYNAMIC PASS BOX**

	DESCRIPTION	Relevant clause in price schedule	PRICES	
			Foreign Component (Foreign currency)	Local Component (Local currency)
01	Supply cost of basic 01 each Machine and accessories (Unit Cost) (Brand New Dynamic Pass Box)	1		
02	Cost of unloading and transporting each machine, accessories and spare parts to SPMC (Brand New Dynamic Pass Box)	5		
03	Cost of the installation and commitioning of the each machines	6		
04	Cost of the refurbishment the rooms and relvent areas for locating the machines	8		
Total (Contract Value)			<u>L/C Value</u>	
Total in SL Rs. (excluding Tax) (For evaluation purpose foreign currency will be converted to Sri Lanka Rs. Considering exchange rate on closing date)				
Taxes				
Total (including Tax)				

Signature and official seal of the tenderer _____

Location – Penicillin Zone of the State Pharmaceuticals Manufacturing Corporatio (SPMC)

Pathway of the location is attached.