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## Section I. Instructions to Bidders (ITB)

## Section I. Instructions to Bidders (ITB)

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

### General

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| <b>1. Scope of Bid</b>                 | 1.1 | The Purchaser <b>indicated in the Bidding Data Sheet (BDS)</b> , issues these Bidding Documents for the supply of goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are <b>specified in the BDS</b> . The name, identification, and number of lots (individual contracts), if any, are <b>provided in the BDS</b> .  |
|  | 1.2 | Throughout these Bidding Documents:<br>a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;<br>b) if the context so requires, “singular” means “plural” and vice versa; and<br>c) “day” means calendar day.   |
| <b>2. Source of Funds</b>              | 2.1 | Payments under this contract will be financed by the <b>Source specified in the BDS</b> .  |
| <b>3. Ethics, Fraud and Corruption</b> | 3.1 | The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency: <ul style="list-style-type: none"><li>• Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;</li><li>• Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.</li></ul>  |
|  | 3.2 | The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy: <ul style="list-style-type: none"><li>(a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;</li><li>(b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</li><li>(c) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and</li><li>(d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.</li></ul> |

- 3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- 4. Eligible Bidders**
- 4.1 All bidders shall possess legal rights to supply the Goods under this contract.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- 4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, [www.npa.gov.lk](http://www.npa.gov.lk).
- 5. Eligible Goods and Related Services**
- 5.1 All goods supplied under this contract shall be complied **and** with applicable standards stipulated by Sri Lanka Standards Institute (SLSI). In the absence of such Standards, the Goods supplied shall be complied to other internationally accepted standards.

## **Contents of Bidding Documents**

- 6. Sections of Bidding Documents**
- 6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with issued in accordance with ITB Clause 8.
- Volume 1**
- Section I. Instructions to Bidders (ITB)
  - Section VI. Conditions of Contract (CC)
  - Section VIII. Contract Forms
- Volume 2**
- Section II. Bidding Data Sheet (BDS)
  - Section III. Evaluation and Qualification Criteria
  - Section IV. Bidding Forms
  - Section V. Schedule of Requirements
  - Section VII. Contract Data
  - Invitation for Bid
- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

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

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

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

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

## Preparation of Bids

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

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

**11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:

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

- 12. Bid Submission Form and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids** 13.1 Alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately..
- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier;  
(ii) However, **VAT** shall not be included in the price but shall be indicated separately;  
(iii) the price for inland transportation, insurance and other related  
(iv) services to deliver the goods to their final destination shall be indicated separately.
- 14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.
- 14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules.
- 15. Currencies of Bid** 15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lankan Rupees.
- 16. Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders complete the Bid Submission Form, included in Section IV, Bidding Forms.

<b>17. Documents Establishing the Conformity of The Goods and Related Services</b>	17.1 To establish the conformity of the Goods and Related Services to the Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical Specifications and standards specified in Section V, Schedule of Requirements.
<b>18. Documents Establishing the Qualifications of the Bidder</b>	18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction: (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
<b>19. Period of Validity of Bids</b>	<p>19.1 Bids shall remain valid until the date <b>specified in the BDS</b> A bid valid for a shorter date shall be rejected by the Purchaser as non responsive..</p> <p>19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.</p>
<b>20. Bid Security</b>	<p>20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the <b>BDS</b>.</p> <p>20.2 The Bid Security shall be in the amount specified in the <b>BDS</b> and denominated in Sri Lankan Rupees, and shall:</p> <ul style="list-style-type: none"> <li>(a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;</li> <li>(b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the <b>NPA</b> website, <a href="http://www.npa.gov.lk">www.npa.gov.lk</a>.</li> <li>(b) be substantially in accordance with the form included Section IV, Bidding Forms</li> <li>(d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are revoked.</li> <li>(e) be submitted in its original form; copies will not be accepted.</li> <li>(f) remain valid for the period specified in the BDS.</li> </ul> <p>20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive</p> <p>20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.</p> <p>20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:</p>

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub- Clause 19.2; or
- (b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
  - (i ) sign the Contract in accordance with ITB Clause 42;
  - (ii) furnish a Performance Security in accordance with ITB Clause 43.

## 21. Format and Signing of Bid

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as “ORIGINAL.” In addition, the Bidder shall submit a copy of the bid and clearly mark it as “COPY.” In the event of any discrepancy between the original and the copy, the original shall prevail.
- 21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

### Submission and Opening of Bids

## 22. Submission, Sealing and Marking of Bids

- 22.1 Bidders may always submit their bids by mail or by hand.
  - (a) Bidders submitting bids by mail or by hand, shall enclose original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- 22.2 The inner and outer envelopes shall:
  - (a) Bear the name and address of the **Bidder**;
  - (b) Be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
  - (c) bear the specific identification of this bidding process as indicated in the **BDS**; and
  - (c) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

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

## 23. Deadline for Submission of Bids

- 23.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.
- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.



- 24. Late Bids**                      24.1    The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25. Withdrawal, and Modification of Bids**                      25.1    A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a)        submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked **“WITHDRAWAL,”** or **“MODIFICATION;”** and
  - (b)        received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
- 25.2    Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1..
- 25.3    No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- 26. Bid Opening**                      26.1    The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**
- 26.2    First, envelopes marked **“WITHDRAWAL”** shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked **“MODIFICATION”** shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 26.3    All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid- Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub Clause 24.1.
- 26.4    The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be

resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

## **Evaluation and Comparison of Bids**

- |                                   |      |   |
|-----------------------------------|------|---|
| <b>27. Confidentiality</b>        | 27.1 | Information relating to the examination, evaluation, Comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.   |
|                                   | 27.2 | Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.  |
|                                   | 27.3 | Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.  |
| <b>28. Clarification of Bids</b>  | 28.1 | To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.   |
| <b>29. Responsiveness of Bids</b> | 29.1 | The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.   |
|                                   | 29.2 | A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><ul style="list-style-type: none"><li>(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</li><li>(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or</li><li>(c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</li></ul> |
|                                   | 29.3 | If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.   |

- 30. Nonconformities, Errors, and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid- Securing Declaration shall be executed.
- 31. Preliminary Examination of Bids**
- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.
- 32. Examination of Terms and Conditions; Technical Evaluation**
- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without a material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or

		reservation.
	32.3	If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
<b>33. Conversion to Single Currency</b>	33.1	If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.
<b>34. Domestic Preference</b>	34.1	Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
<b>35. Evaluation of Bids</b>	35.1	The Purchaser shall evaluate each bid that has been, determined up to this stage of the evaluation, to be substantially responsive.
	35.2	To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
	35.3	To evaluate a Bid, the Purchaser shall consider the following: <ul style="list-style-type: none"> <li>(a) the Bid Price as quoted in accordance with clause 14;</li> <li>(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;</li> <li>(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3</li> </ul>
	35.4	The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in <b>BDS</b> . These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
	35.5	If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
<b>36. Comparison of Bids</b>	36.1	The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.
<b>37. Post qualification of the Bidder</b>	37.1	The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**      38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

## **Award of Contract**

- 39. Award Criteria**      39.1 The Purchaser shall award the Contract to the Bidder Whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Purchaser's Right to Vary Quantities at Time of Award**      40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements provided this does not exceed twenty five percent (25%) or one unit which ever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 41. Notification of Award**      41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.  
    41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.  
    41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
- 42. Signing of Contract**      42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.  
    42.2 Within fourteen (14) days of receipt of such information, the successful Bidder shall sign the Agreement.
- 43. Performance Security**      43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using Security Form included in Section VIII Contract forms. The Employer shall promptly

notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

- 43.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid- Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily

## Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General		
ITB 1.1	The Purchaser is : <b>Director General, Department of Manpower and Employment</b>		
ITB 1.3	The named and identification number of the Contact are: <i><b>Procurement of ICT Equipments</b></i> The Number: <b>DoME/02/03/</b>		
	<b>This procurement shall be based on Lots as indicated below:</b>		
	No	Items	Quantity & Unit
	01	Tabs	350 Nos
	02	Cameras	30 Nos
	03	4 in 1 Printers	05 Nos
	04	Ipad	01 No
ITB 2.1	The source of funding is <b>GOSL</b>		
ITB 4.1	Further, The Bidder as a Private Entity, Individuals or Firms in a Joint Venture, Consortium or Association registered as a company with Registrar of Companies of Sri Lanka and functioning as authorized dealers for the relevant goods		
ITB 4.4	Foreign bidders are allowed to participate in bidding: <b>No</b>		
	<b>B. Contents of Bidding Documents</b>		
ITB 6.1	<div>○ The documents consist of the Sections indicated below:</div> <ul style="list-style-type: none"><li>• Section I. Instructions to Bidders (ITB)</li><li>• Section II. Data Sheet</li><li>• Section III. Evaluation Qualification Criteria</li><li>• Section IV. Bidding forms</li><li>• Section V. Schedule of Requirement</li><li>• Section VI. Condition of Contract</li><li>• Section VII Contract Data</li><li>• Section VIII Contract Forms</li><li>• Section IX. Terms of References</li><li>• Invitation for Bid</li></ul>		
ITB 7.1	For, Clarification of bid purpose only Attention: Address : <b>Chief Accountant,</b> <b>Department of Manpower and Employment</b> <b>9<sup>th</sup> Floor, Sethsiripaya – Stage II</b> <b>Battaramulla</b>		

	<b>C. Preparation of Bids</b>
<b>ITB 11.1(e)</b>	<p>The Bidder shall submit the following additional documents: A complete Company profile of the bidders including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Date of commencing business in Sri Lanka</li> <li>• Certified copy of VAT Certificate</li> <li>• Names of current Directors.</li> <li>• Annual turnover, assets and liabilities for last three years.</li> <li>• List of clients who use the products.</li> <li>• Number of staff supporting to proceed the operations in Sri Lanka and their competence.</li> <li>• Facilities available for maintenance, support and after sales.</li> <li>• Past relevant experience in the Information and Communication Technology (ICT) industry in Sri Lanka. The bidder should have at least three years' experience selling quoted brand in Sri Lanka.</li> <li>• Manufacture authorization letter (Manufacturer should have at least 5 years' experience in the field of Information and Communication Technology.)</li> <li>• ISO 9001-2015 certifications.</li> <li>• Technical brochures with full details on the product/s.</li> </ul>
<b>ITB 13.1</b>	<b>Alternative Options are not allowed</b>
<b>ITB 14.4</b>	<p>(i) Unit Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid/payable, and transportation, insurance and other related service cost to deliver the goods to their final destination</p> <p>(ii) The applicable VAT shall be indicated separately. If you are a VAT holder, you should indicate the VAT Registration Number and submit the copy of VAT Registration certificate.</p>
<b>ITB 15.1</b>	The bidder shall quote: <b>only in Sri Lankan Rupees</b>
<b>ITB 16.1</b>	<p>The eligibility of the Bidders in ITB Clause 16.1 is as follows:</p> <p>1. Bidders should possess the <b>Certificate of Business Registration</b> issued by a Governmental Authority/ Registrar of Companies/ Provincial Registrar of Business in the relevant category</p>
<b>ITB 17.1</b>	<p>Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical Specifications.</p> <p><b>(Catalogues of the Equipment or Brochures)</b></p>
<b>ITB 17.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>05 Years</b>



<b>ITB 18.1</b> <b>(a)</b>	<p>The qualification criteria required from Bidders in ITB Clause 18.1 [<i>Specify</i>]</p> <p>The Bidder is required to include with its Bid, documentation from the manufacturer of the items, that it has been duly authorized to supply, in Sri Lanka.</p> <p>➤ Bidder shall be the Agent/Dealer for reputed brand or can be a manufacturer, documental evidenced must submit as per the template provided (Manufacturer authorization as per the given format)</p> <p>The bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.</p> <p><b>(Manufacturer Authorization letter should be addressed to the Director General, Department of Manpower and Employment and particularly given for this tender. Therefore, Bid No Should be mentioned in the letter).</b></p> <ul style="list-style-type: none"> <li>• If the bidder is Sole Agent/direct dealer of the manufacturer, Manufacture's authorization letter with the above mentioned details should be submitted, otherwise bid will be rejected.</li> </ul> <p>➤ Bidders offering goods under their own brand names should provide along with their bids a current certification/s of quality; Bid not complying with this requirement may be treated as non – responsive</p>
<b>ITB 18.1</b> <b>(c)</b>	<p>Bidder shall substantially meet the qualification criteria.</p> <ul style="list-style-type: none"> <li>➤ Bidder should be in the field of supplying and maintaining this equipment for Minimum three years.</li> <li>➤ Quoted brand (not model) equipment shall have been supplied to any Government Organization and successfully used at least for Three years without any complaints about the accuracy or durability. Detailed list of User reference must be provided.</li> <li>➤ Bidder should be ready to produce the sample on purchaser's request during the evaluation.</li> <li>➤ <b>After sales service</b> is: required</li> <li>➤ <b>Service and Technical Support</b> is required</li> </ul>
<b>ITB 19.1</b>	<p>The bid validity shall be until: <b>19.11.2021 (91 Days)</b></p>

<b>ITB 20.1</b>	(a) Bid shall include a Bid Security issued from a bank recognized by the Central Bank of Sri Lanka as per the form included in Section IV Bidding Forms
<b>ITB 20.2</b>	The amount of the Bid Security shall be: <b>RS. 400,000.00/=</b> The validity period of the Bid Security shall be until 17 <sup>th</sup> of December 2021
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.1(b)</b>	The bidder shall prepare one original of the document comprising the bids as described in ITB clause 11 and clearly make it “ORIGINAL” the bidder should forward the original document which is provided by the purchaser. In addition bidder should submit copy of the bid clearly make it “COPY”
<b>ITB 22.2(c)</b>	The inner and outer envelopes shall bear the following identification marks; “Bid for Procurement of ICT Equipments - DoME/02/03
<b>ITB 23.1</b>	For bid submission purposes, the Purchaser’s address is: Attention: <b>Chairman,</b> <b>Department Procurement Committee,</b> <b>Department of Manpower &amp; Employment</b> <b>9<sup>th</sup> Floor, Sethsiripaya – Stage II</b> <b>Battaramulla</b>  Contact No:- 0112187130 /0112 187131 Fax:- 0112 187133 Email: dme.ca.acc@gmail.com The deadline for the submission of bids is: Date: 20.08.2021 Time: 10.30 AM
<b>ITB 26.1</b>	The bid opening shall take place at: Address <b>Accounts Division.</b> <b>Department of Manpower &amp; Employment</b> <b>9<sup>th</sup> Floor, Sethsiripaya – Stage II</b> <b>Battaramulla</b>  Date: 20.08.2021 Time: 10.30 AM (Soon after closing)
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 34.1</b>	Domestic preference “shall not” be a bid evaluation factor.

ITB 35.3 (a)	<p>The bid price as quoted in accordance with ITB clause 14</p> <p><u>Price Evaluation for Tabs</u></p> <ul style="list-style-type: none"> <li>• Unit price for Tab will be considered for Price Evaluation</li> </ul> <p><u>Price Evaluation for Camera</u></p> <ul style="list-style-type: none"> <li>• Integrated Price Evaluation for both items = Unit Price of Camera + Unit Price of Camera External Flash</li> </ul> <p><u>Price Evaluation for 4 in 1 Printer</u></p> <ul style="list-style-type: none"> <li>• Unit Price for Machine</li> <li>• will consider Toner cost per page</li> </ul> <p><u>Price Evaluation for ipad</u></p> <ul style="list-style-type: none"> <li>• Unit price for ipad will be considered for Price Evaluation</li> </ul> <ul style="list-style-type: none"> <li>❖ VAT will be excluded and not take into account for price evaluation.</li> <li>❖ Price adjustment for correction of arithmetic errors in accordance with ITB sub clause 30.3</li> <li>❖ Discount price shall be taken.</li> <li>❖ The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <ul style="list-style-type: none"> <li>(a) Deviation Delivery schedule: Not applicable</li> <li>(b) Deviation in payment schedule: Not applicable</li> <li>(c) The cost of major replacement components, mandatory spare parts, and service: as per requirement in specification</li> <li>(d) The availability in the Purchaser's country of spare parts and after sales service for the offered in the bid: Available of spare parts and after sales service will be considered in the evaluation</li> <li>(e) Compliance to the required Technical Specifications: Required technical specification will be the main criteria for the evaluation</li> </ul> </li> </ul>
ITB 35.4	<p>The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors in ITB Clause 35.3,</p> <ol style="list-style-type: none"> <li>01. The technical requirement the required specification of the Goods will be considered as factor of the evaluation</li> <li>02. ISO 9001-2015 certificate</li> <li>03. Business Registration Certificate and Company Profile</li> <li>04. List of clients who use the products.</li> <li>05. Experience in selling tabs, printers ,cameras and taps</li> <li>06. Audited Financial Report.</li> <li>07. Technical brochures with full details on the product/s.</li> <li>08. Warranty</li> <li>09. Delivery and Installation</li> <li>10. Service and Technical Support for Maintenance</li> </ol>

ITB 35.5	Bidder shall be allowed to quoted for one or more items.(refer to section 111 evaluation and Qualification criteria. For the evaluation methodology, if appropriate)
	<b>F. Award of Contract</b>
ITB 40.1	At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section III, Schedule of Requirements, provided this does not exceed fifty percentages (50%)
ITB 42.1	Prior to the expiration of the period of bid validity, the purchaser shall inform the successful bidder in writing, that its bid has been accepted
ITB 43.1	The purchaser shall send the successful bidder the agreement and special condition of contract within fourteen (14) days of receipt of agreement, the successful bidder shall sign the agreement and return it to the purchaser

## Section III. Evaluation and Qualification Criteria

### Section III Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser uses to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

### Contents

- (a) Evaluation Criteria (ITB 35.3 {d})
- (b) Evaluation Criteria (ITB 35.4)
- (c) Appropriate information to prove (ITB 37.2)

#### 1. Evaluation Criteria (ITB 35.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

#### 2. Evaluation Criteria (ITB 35.4)

- a) Bidders are allowed to submit their bids as specified in the Bid Data Sheet Sub-Clause 1.1
- b) Bidders should submit a complete proposal with one or more items included as specified in the Section V, Schedule of Requirements, Technical Specifications, List of Goods and Delivery Schedule. If failed to submit a complete documentation related to this bid as specified above will be treated as non-responsive and may be rejected.
- c) Bidders shall be allowed to quote for one or more items and also Evaluation will be done for each item separately
- d) The selection will be based on **Substantially Responsive Lowest Evaluated Bid**.

#### 3. Evaluation Criteria (ITB 35.5)

- a) As mentioned above in Evaluation Criteria (ITB 35.4), the selection will be based on **Substantially Responsive Lowest Evaluated Bid Price for each item**

#### **4. Post Qualification Requirements (ITB 37.2& 37.3)**

After determining the substantially responsive lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37. An affirmative determination of this qualification will be a prerequisite for award of the contract to Bidder as specified in ITB Sub-Clause 37.3.

##### **a. Experience and Technical Capability**

- i. Lead Bidder shall be a legally registered business entity in Sri Lanka and has been in operation for the last five (05) years.
- ii. Should confirm and ensure that products offered are new, unused, and of the most recent or current models, and bidder shall incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- iii. The bidder shall have appointed authorized agents in each district who have capabilities, qualifications, skilled team and experience for providing support and maintenance.

##### **b) The qualification requirement are as follows and the bidder shall submit a documentary evident to demonstrate that they meet the said requirement**

- I. If the bid is submitted as a Joint Venture or with partners, documentary evidence to prove such arrangements as well as their Business Registration details.
- II. Bidder shall have not less than three (03) years of experience in selling tabs devices or similar, and not less than three (03) years of experience in selling Printers, iPad and cameras. If bidder is a joint venture (JV), experience of each partners of the JV shall be added together to determine the bidder's experience.
- III. Manufacturer authorization letters for the Tabs, Cameras, All in one Printers and iPad shall be submitted by the bidder.
- IV. Audited financial accounts for the years of 2018, 2019, and 2020 as evidence to prove the financial strength of the bidder shall be submitted.
- V. Bids may be submitted by any reputed supplier who has a registered business in Sri Lanka or any accredited local agent who takes fullest responsibility for the whole bid. The local agent shall submit evidence of status, obligations, power of attorney and any other documentary evidence that he is duly authorized and eligible to bid on behalf of the manufacturer.
- VI. The bidders should also have previous experience of at least three years in the supply delivery & installation of Tabs, Cameras, All in one Printers and iPad and also technical and financial capability necessary to perform the contract.
- VII. Bids will be rejected as non-responsive if documentary evidence in proof of above has not been provided.
- VIII. If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security when required for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive.

- IX. Bidders should possess the Certificate of Business Registration issued by a Governmental Authority/Registrar of Companies/Provincial Registrar of Business in the relevant category.
- X. Bidders offering goods under their own brand names should provide along with their bids a current certification/s of quality in conformity with ISO. Bids not complying with this requirement may be treated as non-responsive.
- XI. **Bidders may use the following format to submit the information above (separately for each item);**

**Item Name: tab**

#	Name of the Contract	Name of the firm provided the service	Brief description of the service provided	Client	Period & month/Year of completion	Value	Special comments if any
1							
2							
3							

**Item Name: Camera**

#	Name of the Contract	Name of the firm provided the service	Brief description of the service provided	Client	Period & month/Year of completion	Value	Special comments if any
1							
2							
3							

item Name: 4 in 1 printer

#	Name of the Contract	Name of the firm provided the service	Brief description of the service provided	Client	Period & month/Year of completion	Value	Special comments if any
1							
2							
3							

Item Name: Ipad

#	Name of the Contract	Name of the firm provided the service	Brief description of the service provided	Client	Period & month/Year of completion	Value	Special comments if any
1							
2							
3							

#### 5.Domestic Preference (ITB 34.1)

Domestic preference **shall not be** a bid evaluation factor.



Section IV. Bidding Forms

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4. Bid Security Declaration .....29

5. Manufacturer’s Authorization .....30

## Section IV Bidding Forms

### Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

No: DoME/02/03

To: **Director General**  
**Department of Manpower and Employment**  
**9<sup>th</sup> Floor, Sethsiripaya – Stage II**  
**Battaramulla**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services:
- (c) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*;
- (d) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: .....

*[Insert signature of person whose name and capacity are shown]*

In the capacity of: .....

*[Insert legal capacity of person signing the Bid Submission Form]*

Name: .....

*[Insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Price Schedule

# Bid Guarantee

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- *[Insert issuing agency's name and address of issuing branch or office]*

**Beneficiary:** Director General, Department of Manpower & Employment

**Date:** ----- *[insert (by issuing agency) date]*

**BID GUARANTEE No.:** ----- *[insert (by issuing agency) number]*

We have been informed that ----- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

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

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

- (a) Has withdrawn its Bid during the period of bid validity specified; or
- (b) Does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (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) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ----- *(insert date)*

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

.....  
*[Signature of authorized representative(s)]*

## Bid-Securing Declaration

*[The **Bidder** shall fill in this form in accordance with the instructions indicated in brackets]*

Date:..... *[insert date by bidder]*

Name of contract : **Bids for Procurement ICT Equipment**

Invitation for Bid No: **DoME/02/03**

To **Director General**  
**Department of Manpower & Employment**  
**Sethsiripaya – Stage II,Battaramulla**

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of *three years* starting on *the latest date set for closing of bids of this bid*, if we:
  - (a) withdraw our Bid during the period of bid validity period specified; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
  - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed.....

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

In the Capacity of ..... *[Insert title]*

Name..... *[Insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of ..... *[Insert authorizing entity]*

Dated on ..... *[Insert day]* day of..... *[Insert month]*..... *[Insert year]*

## Manufacturer's Authorization

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

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

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

To     **Director General**  
          **Department of Manpower & Employment**  
          **Sethsiripaya – Stage II,**  
          **Battaramulla**

### WHEREAS

We .....*[insert complete name of Manufacturer]*, who are official manufacturers of .....*[insert type of goods manufactured]*, having factories at ..... *[insert full address of Manufacturer's factories]*, do hereby authorize ..... *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us ..... *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: .....

*[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: .....

*[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: .....

*[insert title]*

Duly authorized to sign this Authorization on behalf of: .....

*[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Section V. Schedule of Requirements

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## List of Goods and Delivery Schedule



### (1). Minimum Specification for Tablet

No .	Category	Minimum Specification	Minimum Requirement	Bidders Compliance		
				Yes	No	Specify
1	Manufacturing Standards	Brand	(Please Specify)			
		Model	(Please Specify)			
		Country of Origin	(Please Specify)			
		Country of Manufacture/Assembly	(Please Specify)			
		Service and Technical Support	It should be available in Island wide			
			Name, Designation, Land & Mobile Phone Nos.			
2	Software	Operating System	Android 10 or higher (Please Specify)			
3	Processor	CPU Speed	2.3 GHz or higher (Please Specify)			
		CPU Type	Octa-core (Please Specify)			
		Cores	4 Core (Please Specify)			
4	Chipset	(Please Specify)				
5	Display	LCD Size	10" or above capacitive multi touch or better 16 million, FHD, 350 pixels per inch or better (Please Specify)			
		Resolution	1200 x 1920 (Please Specify)			
		Technology (Main Display)	Please Specify			
		Color Depth	16M or higher (Please Specify)			

6	Camera	Main Camera - Resolution	8.0 MP or better (Please Specify)			
		Front Camera - Resolution	5.0 MP or better (Please Specify)			
7	Video Codes	(Please Specify)				
8	Audio Codes	(Please Specify)				
9	Speakers	Yes (Please Specify)				
10	Memory	RAM Size (GB)	4 GB or higher (Please Specify)			
		ROM Size (GB)	64 GB or higher (Please Specify)			
		External Memory Support	Card slot MicroSD (Up to 512GB)			
11	Network/Carrier	SIM	Single			
		SIM card size	Nano-SIM (Please Specify)			
		Infra	2G GSM, 3G, 4G LTE (Please Specify)			
12	Connectivity	USB Version	USB 2.0			
		Location Technology	GPS, Glonass (Please Specify)			
		Audio jack	3.5mm Stereo (Please Specify)			
		Wi-Fi	802.11 b/g/n 2.4GHz (Please Specify)			
		Wi-Fi Direct	Yes			
		Bluetooth Version	Bluetooth v5.0, A2DP (Please Specify)			
		PC Sync.	PC version (Please Specify)			
13	Location Tracking Service	(Please Specify)				
14	Charger	Type G 220V Charger with Cable				
15	Battery	Standard Battery	7000 mAh or better			

		Capacity (mAh)	(Please Specify)			
		Internet Usage Time(LTE) (Hours)	6 hours or better (Please Specify)			
16	Accessories	(Please Specify)				
17	Warranty	Warranty Type	1 year comprehensive on-site manufacturer authorized warranty (labor, parts and other Incidentals) or higher. (Please Specify)			
		Special Condition	If repairing period more than three working Days, Replacement machine should be provided during repairs (Please Specify)			
		Maintenance after warranty Period	Please specify			
18	Safe Items	Same Model Template Glass	Should be provided (Please Specify)			
		Same Model Close Cover	Should be provided in the same brand/model (Please Specify)			
19	Manufacturer Authorization		Should be provided			
20	Standard and Certifications for Manufacturer of the quoted Brand		Should be provide documentary evidence			
21	Manufacturer Experience on Quoted Brand		Should be provide documentary evidence			
22	Bidder Experience		The bidder should have successfully sold same similar product for last 3 years (Bidder should provide documentary evidence to support the above)			
23	Warranty Information		A sticker with -Supplier Name -Contact Numbers			

			-Date of Commissioning of Hardware -Warranty Period on all Tablet Computers			
24	Brochure		Supplier should provide brochure of make/model quoted as per above specification			
25	Unit Price	Excluding Tax	(Please Specify)			
		Discounted unit price (Excluding tax) / if any	(Please Specify)			
		Including Tax	(Please Specify)			

## (2). Minimum Specification for Camera

N o.	Category	Minimum Specification	Minimum Requirement	Bidders Compliance		
				Yes	No	Specify
1	Manufacturing Standards	Brand	(Please Specify)			
		Model	(Please Specify)			
		Country of Origin	(Please Specify)			
		Country of Manufacture/Assembly	(Please Specify)			
		Year of Manufacture	(Please Specify)			
		Service and Technical Support	It should be available in Island wide			
			Name, Designation, Land & Mobile Phone Nos.			
2	Image Sensor	Effective Pixels	20M or higher (Please Specify)			
3	Image Processor	Type	DIGIC 4+ (Please Specify)			
4	Lens	Focal Length	4.5 – 112.5 mm or better (Please Specify)			

		Zoom	Optical 25x ZoomPlus 50x Digital 4x Combined 100x (Please Specify)			
		Maximum f/number	f/3.2 – f/6.6 (Please Specify)			
5	Focusing	Type	TTL (Please Specify)			
		AF System/ Points	AiAF (Face Detection / 9-point), 1-point AF (Please Specify)			
		AF Modes	Single, Continuous, Servo AF/AE, Tracking AF (Please Specify)			
		AF Assist Beam	(Please Specify)			
		Closest Focusing Distance	1 cm (W) from front of lens in Macro (Please Specify)			
6	Exposure Control	Exposure Compensation	+/- 2 EV in 1/3 stop increments (Please Specify)			
			i-Contrast for automatic dynamic range correction (Please Specify)			
		ISO Sensitivity	AUTO, 80, 100, 200, 400, 800, 1600, 3200 (Please Specify)			
7	Shutter	Speed	1 – 1/2000 s (Please Specify)			
			15 – 1/2000 s (total range) (Please Specify)			
8	Monitor	LCD Monitor	7.5 cm (3.0”) LCD (TFT), approx. 922,000 dots, sRGB (Please Specify)			
		Coverage	100% (Please Specify)			
		Brightness	Adjustable to one of five levels (Please Specify)			
9	Flash	Modes	Auto, Manual Flash On / Off, Slow Synchro (Please Specify)			
		Slow Sync Speed	Fastest speed 1/2000 s (Please Specify)			
		Red-Eye Reduction	(Please Specify)			
		Flash Exposure Compensation	Face Detection FE (Please Specify)			

		Built-in Flash Range	50 cm – 4.0 m (W) / 1.0 m – 2.0 m (T) (Please Specify)			
10	Shooting	Drive modes	Single, Continuous, Self-Timer (Please Specify)			
		Continuous Shooting	2.5 shots/s or better (Please Specify)			
			High-speed Burst (5.0 MP): 7.1 shots/s or better (Please Specify)			
11	Recording Pixels	Image Size	4:3 – (L) 5184 x 3888, (M1) 3648 x 2736, (M2) 2048 x 1536, (M) 2592 x 1944, (S) 640 x 480 16:9 – (L) 5184 x 2912, (M1) 3648 x 2048, (M2) 1920 x 1080, (S) 640 x 360 3:2 – (L) 5184 x 3456, (M1) 3648 x 2432, (M2) 2048 x 1368, (S) 640 x 424 1:1 – (L) 3888 x 3888, (M1) 2736 x 2736, (M2) 1536 x 1536, (S) 480 x 480 (Please Specify)			
		Resize option	(Please Specify)			
12	File Types	Still Image Type	JPEG compression, (Exif 2.3 [Exif Print] compliant) / Design rule for Camera File system, Digital Print Order Format [DPOF] Version 1.1 compliant (Please Specify)			
		Movies	MOV [Video: H.264, Audio: MPEG4 AAC-LC (monaural)] (Please Specify)			
13	Interface	Computer	Hi-Speed USB composite connector (Mini-B compatible) (Please Specify)			
		Other	HDMI Micro (Type-D) Connector (Please Specify)			
14	Memory Card	Type	SD, SDHC, SDXC (Please Specify)			
15	Supported OS	PC & Macintosh	Windows 10 / 8.1 / 8 / 7 SP1 Mac OS (Please Specify)			
16	Power Source	Batteries	Rechargeable Li-ion Battery NB-13L (NB-13L battery and charger should be supplied in the same			

			brand) (Please Specify)			
		Battery life	250 shots or better (Please Specify)			
			Eco Mode: 400 shots or better (Please Specify)			
			Playback Mode: 360 min or better (Please Specify)			
17	Operating Environment	Temperature & humidity	0 – 40 °C, 10 – 90% humidity (Please Specify)			
18	Dimensions	Dimensions (W x D x H)	95.2 x 54.3 x 22.1 mm or better portable mode (Please Specify)			
19	Weight	(Please Specify)				
20	Safe Items	Close Cover and other safe items	Should be provided in the same brand/model			
21	Other Features	(Please Specify)				
22	Warranty	Warranty Type	1 year comprehensive on-site manufacturer authorized warranty (labour, parts and other Incidentals) or higher. (Please Specify)			
		Special Condition	If repairing period more than three working Days, Replacement machine should be provided during repairs			
		Service after warranty	(Please Specify)			
23	Manufacturer Authorization		Should be provided			
24	Standard and Certifications for Manufacturer of the quoted Brand		Should be provide documentary evidence			
25	Manufacturer Experience on Quoted Brand		Should be provide documentary evidence			
26	Bidder Experience		The bidder should have successfully sold same similar product for last 3 years (Bidder should provide documentary evidence to support the above)			

27	Warranty Information	A sticker with -Supplier Name -Contact Numbers -Date of Commissioning of Hardware -Warranty Period on all Tablet Computers			
28	Brochure	Supplier should provide brochure of make/model quoted as per above specification			
29	Price	Excluding Tax	(Please Specify)		
		Discounted unit price (Excluding tax) / if any	(Please Specify)		
		Including Tax	(Please Specify)		

### (3). Minimum Specification for All in One Printer (Monochrome)

N o	Item	Minimum Specification	Bidders Compliance		
1	Brand	Should be reputed brand (Please Specify)	Yes	No	Specify
2	Model	(Please Specify)			
3	Country of Origin	(Please Specify)			
	Country of Manufacture/Assembly	(Please Specify)			
4	Year of manufacture	(Please Specify)			
5	Processor speed	600 MHz or Higher (Please Specify)			
6	Standard memory	256Mb Or Higher (Please Specify)			
7	Network Features	(Please Specify)			
8	Print speed (Mono)	Up to 21 ppm in A4 / letter Or Higher (Please Specify)			
9	First page out (Mono)	Less than 10 second (From ready mode) or better (Please Specify)			
10	Maximum print resolution	600 x 600 dpi or 1200 × 1200			



		dpi (equivalent) higher (Please Specify)			
11	Print Technology	Laser (Please Specify)			
12	Monthly duty cycle	Up to 20,000 pages or better (Please Specify)			
13	OS Support	Compatible with windows XP/Vista/ Windows 7/ 8/ 10/ 13 (Please Specify)			
14	Power requirements	220 to 240V (+/-10%) ,50 Hz (+/-2Hz) or better (Please Specify)			
15	Power consumption – Standby (Approx.)	(Please Specify)			
16	Power consumption – Sleep (Approx.)	(Please Specify)			
17	Display	(Please Specify)			
18	Main input tray	250 Sheets of 75g/m2 (20lb) bond or better (Please Specify)			
19	Paper Types Support	Letter:216x 279mm (8.5 x 11in) Letter:216x 356mm (8.5 x 14in) Executive:184.2x 266.7mm (7.25 x 10.5in) A4:210x297mm (8.27x11.7in) A5:148x210mm (5.83x 8.27in) A6:105x148mm (4.13x 5.83in) B5:(JIS)182x257mm (7.17x 10.12in) 16k:197x273mm (7.75x 10.75in) 8.5x13:216x330mm (8.5x13in) Custom:(76-216)x(127-356)mm ((3-8.5)x(5-14)in) or better (Please Specify)			
20	Cost to print a page(LKR)	Toner price No. of Copies Drum price No. of copies Developer No. of copies Total cost per page (Please Specify)			
21	Scanner Type	(Please Specify)			
22	Line Scanning Speed	Grayscale: 1.5 ms/line (300 dpi) or better Colour: 3.5 ms/line (300 dpi) or better (Please Specify)			
23	Fax Type	(Please Specify)			
24	Transmission Speed	approx. 3 seconds (black) / approx. 1 minutes (colour) or better (Please Specify)			
25	Temperature Operating	10 to 32.5 °C (50° to91 °F) or			

		better (Please Specify)			
26	Connectivity	10/100/1000BaseTX Ethernet, High speed USB 2.0 (Please Specify)			
27	Page Description Languages (PDL)	Host-based or better (Please Specify)			
28	Print features	Booklet printing, Built-in support links, Collation, Custom page size, Draft mode, Fit-to-page, N-up, Poster printing, Scaling, Skip blank pages, Watermarks (Please Specify)			
29	Two-sided output	Auto Duplex (Please Specify)			
30	Paper capacity	250 sheets or higher (Please Specify)			
31	Duty Cycle	100,000 or above (Please Specify)			
32	Power source	220 ~ 240V			
33	Operating System support	Windows 7, 10, 13 Mac OS, Linux (Please Specify)			
34	Software	Printer Driver Software with Media Kit			
35	Value added functions	(Please Specify)			
36	Dimensions without trays (WxDxH)	(Please Specify)			
37	Weight	(Please Specify)			
38	Manufacturer Authorization Letter	Should be provided			
39	Standard and Certifications for Manufacturer of the quoted Brand (Should provide documentary evidence)	US Federal Communication (FCC) Certification for Manufacturer are Mandatory Valid ISO 14001:2004 & 9001:2008 Certification Energy Star Certified			
40	Manufacturer Experience on Quoted Brand (Should provide documentary evidence)	(Please Specify)			
41	Bidder Experience	The bidder should have successfully sold same similar product for last 3 years (Bidder			

		should provide documentary evidence to support the above)			
42	Warranty Information	A sticker with -Supplier Name -Contact Numbers -Date of Commissioning of Hardware -Warranty Period on all Tablet Computers			
43	Brochure	Supplier should provide brochure of make/model quoted as per above specification			
44	Warranty	1 year comprehensive on-site manufacturer authorized warranty (labour, parts and other incidentals). Replacement machine with similar or better configuration should be provided during repairs.			
45	Maintenance Agreement (After Warranty Period)	(Please Specify)			
46	Island wide support services	(Please Specify)			
47	Unit Price (LKR)	Excluding Tax: (Please Specify)			
		Discounted unit price (Excluding tax) / if any (Please Specify)			
		Including Tax: (Please Specify)			

#### (4). Minimum Specification for i Pad Pro 11 or similar

No	Item	Minimum Specification	Bidders Compliance		
			Yes	No	Specify
1	Brand	Should be reputed brand (Please Specify)			
2	Model	(Please Specify)			
3	Country of Origin & Country of Manufacture/Assembly	(Please Specify)			

	Country of Manufacture/Assembly	(Please Specify)			
4	Year of manufacture	(Please Specify)			
5	Color	Space gray			
6	Display	Liquid Retina display 11-inch (diagonal) LED – backlit Multi – Touch display with IPS technology 2388 – by – 1668 – pixel resolution at 264 pixels per inch (ppi) (Please Specify)			
7	Chip	A12Z Bionic chip with 64-bit architecture (Please Specify)			
8	Battery and Power	Built- in 28.65-watt-hour rechargeable lithium –polymer battery			
9	Capacity	256 GB (Please Specify)			
10	Charging and Expansion	USB-C			
11	Cellular and Wireless	<p>All models</p> <ul style="list-style-type: none"> <li>• 80211ax Wi-Fi 6; simultaneous dual band (2.4GHz and 5GHz); HT80 with MIMO</li> <li>• Bluetooth 5.0 technology</li> </ul> <p>Wi-Fi + Cellular models</p> <ul style="list-style-type: none"> <li>• UMTS/HSPA/HSPA+/DC-HSDPA(850,900,1700/2100,1900,2100MHz);gsm/edge(850,900,1800,1900 MHz)</li> <li>• Gigabit-class LTE (Models A2068 and A2069: Bands 1,2,3,4,5,7,8,12,13,14,17,18,19, 20,25,26,29,30,34,38,39,40,41,42,46,48,66,71)</li> <li>• Data only</li> <li>• Wi-Fi calling</li> <li>• eSIM</li> </ul>			
12	Camera	Wide:12MP,f/1.8 aperture Ultra Wide :10Mp,f/2.4 aperture, and 125° field of view 2x optical zoom out; digital zoom up to 5x Five – element lens (Wide and Ultra Wide)			
13	Safe Items	Close Cover and other safe items (Should be provided in the same brand/model			

14	Other Features	(Please Specify)			
15	Warranty Type	1 year comprehensive on-site manufacturer authorized warranty (labor, parts and other Incidentals) or higher.			
16	Special Condition	If repairing period more than three working Days, Replacement machine should be provided during repairs			
17	Maintenance after warranty	(Please Specify)			
18	Manufacturer Authorization	Should be provided			
19	Standard and Certifications for Manufacturer of the quoted Brand	Should be provide documentary evidence			
20	Manufacturer Experience on Quoted Brand	Should be provide documentary evidence			
21	Bidder Experience	The bidder should have successfully sold same similar product for last 3 years (Bidder should provide documentary evidence to support the above)			
22	Warranty Information	A sticker with -Supplier Name -Contact Numbers -Date of Commissioning of Hardware -Warranty Period on all Tablet Computers			
23	Brochure	Supplier should provide brochure of make/model quoted as per above specification			
24	Price	Excluding Tax (Please Specify)			
		Discounted unit price (Excluding tax) / if any (Please Specify)			
		Including Tax (Please Specify)			

## Section VI. Conditions of Contract

## **Section VI. Conditions of Contract**

### **1. Definitions**

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
  - (d) “Day” means calendar day.
  - (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (f) “CC” means the Conditions of Contract.
  - (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
  - (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
  - (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
  - (l) “The Project Site,” where applicable, means the place named in the Contract Data.

### **2. Contract Documents**

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

### **3. Fraud and Corruption**

- 3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

### **4. Interpretation**

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.3 Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **5. Language**

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### **6. Joint Venture, Consortium or**

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the



<b>Association</b>		Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
<b>7. Eligibility</b>	7.1	All goods supplied under this contract shall be complied with applicable Standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
<b>8. Notices</b>	8.1	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt. Section VI General Conditions of Contract 53
	8.2	A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
<b>9. Governing Law</b>	9.1	The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
<b>10. Settlement of Disputes</b>	10.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2	If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
	10.3	Notwithstanding any reference to arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.
<b>11. Scope of Supply</b>	11.1	The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
<b>12. Delivery and</b>	12.1	Subject to CC Sub-Clause 32.1, the Delivery of the Goods of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and

		other documents to be furnished by the Supplier are specified in the Contract Data.
<b>13. Supplier's Responsibilities</b>	13.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
<b>14. Contract Price</b>	14.1	Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not 54 Section VII. General Conditions of Contract vary from the prices quoted by the Supplier in its bid.
<b>15. Terms of Payment</b>	15.1	The Contract Price, shall be paid as specified in the Contract Data.
	15.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
	15.3	Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
<b>16. Taxes and Duties</b>	16.1	The Supplier shall be entirely responsible for all taxes duties, license fees, etc., incurred until delivery of the, contracted Goods to the Purchaser.
<b>17. Performance Security</b>	17.1	If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
	17.2	The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	17.3	As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
	17.4	The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
<b>18. Copyright</b>	18.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**19. Confidential Information**

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

**20. Subcontracting**

- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

**21. Specifications and Standards**

- 21.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin. 56 Section VII. General Conditions of Contract
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

- |                                  |      |  |
|----------------------------------|------|--|
| <b>22. Packing and Documents</b> | 22.1 | The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.   |
| <b>23. Insurance</b>             | 23.1 | Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.  |
| <b>24. Transportation</b>        | 24.1 | Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.   |
| <b>25. Inspections and Tests</b> | 25.1 | The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.   |
|                                  | 25.2 | The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.                        |
|                                  | 25.3 | The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses  |
|                                  | 25.4 | Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.  |
|                                  | 25.5 | The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of |

manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **26. Liquidated Damages**

26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

## **27. Warranty**

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

27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.

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

**28. Patent  
Indemnity**

- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site located; and
  - (b) the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within twenty eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may

suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

## **29. Limitation of Liability**

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

## **30. Change in Laws and Regulations**

- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

## **31. Force Majeure**

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the

- Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 32. Change Orders and Contract Amendments**
- 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 33. Extensions of Time**
- 33.1 If at any time during performance of the Contract, the Supplier or its sub contractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.
34. Termination
- 34.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:



- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
    - (ii) if the Supplier fails to perform any other obligation under the Contract; or
    - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
  - (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 34.2 Termination for Insolvency.
- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser
- 34.3 Termination for Convenience.
- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
  - (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
    - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
    - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
- 35. Assignment**
- 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1(i)	The Purchaser is: <b>Director General, Department of Manpower and Employment</b>
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is: <b>Department of Manpower and Employment , 9<sup>th</sup> Floor, Sethsiripaya – Stage II, Battaramulla.</b>
CC 8.1	For notices, the Purchaser's address shall be: Attention:- <b>Chairman, Department Procurement Committee</b> Address :- <b>Department of Manpower and Employment , 9<sup>th</sup> Floor, Sethsiripaya – Stage II, Battaramulla</b> Contact No :- <b>0112187130 / 0112 187131</b> Fax :- <b>0112 187133</b> Email :- <b>dme.ca.acc@gmail.com</b>
CC 15.1	Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. <b>Note :- Advance Payment shall not be paid</b>
CC 17.1	A Performance Security: The Supplier shall provide a <b>Performance Security of 10%</b> of the Contract Price within 14 calendar days from the date of award. The Performance Security should cover the whole delivery period and shall be in Sri Lankan Rupees. <b>Performance Security should obtain from a Commercial Banks, accepted by the Central Bank of Sri Lanka</b>
CC 17.4	Discharge of Performance Security shall take place: (Performance security included 28 calendar days )
CC 25.1	The inspections and tests shall be done by the Technical Evaluation Committee / Authorized Officers appointed by the Purchaser
CC 25.2	The inspections and tests shall be conducted at: <b>Supplier's premises or final destination</b>
CC 26.1	The Liquidated Damage shall be: <b>0.05% per day on cost of items not supplied as per contract date.</b>
CC 26.1	The maximum amount of Liquidated Damages shall be: <b>5.0 % of Total Contract Amount.</b>

## Section VIII. Contract Forms

Available in NPA Publication Number. NPA/SBD/GOODS/02  
January 2007

- Contract Agreement
- Performance Security

## Section IX

### Terms of Reference

- Your quotation is for Department of Manpower and Employment
- Bidder must have Service & Technical support facilities after sales
- Repairs also have to be done by you in the warranty period. And also the reason for the repairs has to be indicated in the report
- When breakdown happens, action has to be taken to attend it at Department within 01 hours. Additional payments won't be made for this.
- Repairs have to be done within 24 Hour

.....  
Signature of Bidder



## **Invitation for Bids (IFB)**

**Democratic Socialist Republic of Sri Lanka**  
**Department of Manpower and Employment**  
**Procurement of ICT Equipments**

1. The Chairman, Department Procurement Committee on behalf of Department of Manpower and Employment invites sealed bids for the procurements mentioned in the tables below from eligible and qualified bidders possessing a minimum laid down experience.
2. Bidding will be conducted through the **National Competitive Bidding** (NCB).
3. Interested and eligible bidders may obtain further information from Chief Accountant, Department of Manpower and Employment, 9<sup>th</sup> Floor, Sethsiripaya – Stage II, Battaramulla and inspect the Bidding Documents for free of charge at the same address on any working day from 9.00 a.m to 4.00 p.m from 30.07.2021 or on our web site – [www.dome.gov.lk](http://www.dome.gov.lk) (only for reference and not for printed document). Contact numbers are : phone – 0112 187130 / 0112186211 Email- [dme.ca.acc@gmail.com](mailto:dme.ca.acc@gmail.com)
4. A complete set of bidding documents in English language shall be obtained by interested bidders from the Accounts Unit, Department of Manpower and Employment only, on any working days from 30.07.2021 up to 19.08.2021 between 9.00 am to 2.30 pm on submission of a written request with a certified copy of Business Registration Certificate and upon payment of a non- refundable fee as described in the table below.
5. Bids should be submitted only on the documents obtainable from the Accounts Unit, Department of Manpower and Employment and securely sealed bids shall be sent by registered post addressed to Chairman, Department Procurement Committee, Department of Manpower and Employment or deposited in the Tender Box available at the Accounts Unit, Department of Manpower and Employment on or before 20.08.2021, 10.30 a.m. Late bids will be rejected. Original and Duplicate bids should be enveloped separately and the both envelopes (Original & Duplicate) should be sealed in one envelope. Bidders should write the Goods description and Bid No. on the top left hand corner of this envelope. Bids will be opened at 10.30 a.m on the same day in the presence of the bidders or bidders' representatives who choose to attend.

6. Pre bid meetings will be held at Department of Manpower and Employment on 10.08.2021 at 10.30 a.m
7. Procurement Committee will keep the right to make final decision in regard to accept or reject Bids.

#### Goods

S/N	BID ID & Description of Goods	Items and Qty		Bid Security Amount (Rs.) Valid Period Up to	Non Refundable fund Rs.
01	DoME/02/03/  Tabs, Cameras, 4 in 1 Printer, ipad	Tab	350 Nos	<b>Rs. 400,000.00  17.12.2021</b>	<b>Rs. 7,500.00</b>
		Camera	30 Nos		
		4 in 1 Printer	05 Nos		
		ipad	01 No		

The Chairman,  
Department Procurement Committee (DPC),  
Department of Manpower and Employment

## Document Check List

*(This document must be returned with the bid.)*

Please tick the appropriate cage, if enclosed, and give the relevant page number in Your bid document.

No.	Document	Tick	Reference
1	Bid Submission Form (Bidder – Authorized person should be signed – If any other signed power of attorney should be attached))		
2	Price Schedule – (Bidder should be signed)		
3	List of Goods Delivery Schedule - (Bidder should be signed)		
4	Bidder's Response to Technical Specifications – (Bidder should be signed)		
5	Bid Security (Should be received from recognized Bank under Central Bank of Sri Lanka)		
6	Bid Declaration Form - (Bidder should be signed)		
7	Manufacturer's Authorization letter		
8	ISO 9001-2015 certificate		
9	Copy of Business Registration Certificate/ Company Registration Certificate		
10	Certified Copy of VAT Certificate (if available)		
11	Details of Maintenance facilities and after sales service		
12	Company Profile and Details of Branch		
13	Evidence of three years' experience in selling tabs, printers ,cameras and tap		
14	Audited Financial Report (Years of 2018,2019,2020)		
15	Details of Service Team Members		
16	Technical brochures with full details on the product/s.		
17	Any Agreement between others, Such as Joint Venture Agreement, Sole Agent approval letter.		
18	List of Clients		

.....

Bidder's Name, Signature, Date & Company seal



THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
**Department of Manpower & Employment**  
Procurement of Goods under National Competitive Procedures

**BIDDING DOCUMENTS**  
*For*  
**Procurement of ICT Equipment**

**Bid No: DoME/02/03**

<b>Deadline for the submission of Bid</b>	<b>20/08/2021</b>
<b>Bid Validity up to</b>	<b>19-11-2021</b>
<b>Bid Security shall be until</b>	<b>17-12-2021</b>
<b>Bid Security</b>	<b>400,000.00</b>
<b>Bid Security addressed to</b>	<b>Director General Department of Manpower and Employment</b>

Issued To: .....

Receipt No & Date: .....

.....  
Director General

Department of Manpower & Employment

Issued at:  
Accounts Division  
Department of Manpower and Employment  
9<sup>th</sup> Floor, Sethsiripaya - Stage II  
Battaramulla



