MINISTRY OF HEALTH AND MASS MEDIA

General Hospital (Teaching), Peradeniya

Bidding Document
Volume 1 & 2
(Section I,II,III,IV,V,VI,VII& VIII)

Procurement of Goods
National Competitive Bidding

Supply, Delivery& Maintenance of 01 No. Manual Rotary Microtome

Contract No: THP/FA/ME/25/2026

General Hospital (Teaching),
Peradeniya.

Contents
(This Volume)

Invitation for Bids

Section I. Instructions to Bidders (ITB)

Section II – Bidding Data Sheet (BDS)

Section III – Evaluation and Qualification Criteria

Section IV – Bidding Forms

Section V – Schedule of Requirements

Section VI – Conditions of Contract

Section VII – Contract Data

Section VIII – Table of Forms

Document Check List

Technical specifications

MINISTRY OF HEALTH AND MASS MEDIA
General Hospital (Teaching), Peradeniya.

INVITATION FOR BIDS

Supply, Installation and Maintenance of 01 No. Manual Rotary Microtome
for
General Hospital (Teaching), Peradeniya.

The Chairman Procurement Committee invites sealed bids from eligible bidders for Supply, Installation, and Maintenance of **01 No. Manual Rotary Microtome** for General Hospital (Teaching), Peradeniya.

Bidding will be conducted through National Competitive Bidding (NCB) method.

To be eligible for contract award, the successful bidder shall not have been blacklisted, must be registered registered under NMRA and bidder shall be incorporated under companies Act No.7 of 2007 and have been nominated Agent/authorized Agent of manufacturer.

Bid shall be valid 91 days of period from the actual date of commencement.

Duly filled bidding document marked "Original" and "Duplicate" on the relevant two sealed envelopes and enclosed both in one sealed envelope marked "Bid for the procurement of **01 No. Manual Rotary Microtome** for General Hospital (Teaching) of Peradeniya on the top left hand corner of the separate envelope should either be sent by Registered post or deposited in the tender box kept at the Accountant Office of the above address, at or before 11.00 a.m. on 06.10.2026 the late bids will be rejected.

All bids must accompany a bid security issued by a Local or foreign commercial bank operated in Sri Lanka, approved by the Central Bank from time to time, or a refundable cash deposit, amounting to Rs. 90,000.00 for a validity period until 01.02.2027

Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below immediately after the time mentioned above.

The address refer to above is:

Chairman,
Procurement Committee,
General Hospital (Teaching),
Peradeniya.

Contact: 0812388015
Fax: 0812388371 / 0812388016

SECTION I

Instruction 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

1. Scope of Bid

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

1.2 Throughout these Bidding Documents:

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

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

(c) "day" means calendar day.

2. Source of Funds

2.1 Payments under this contract will be financed by the source specified in the BDS.

3. Ethics, Fraud and Corruption

3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

Parties associated with procurement actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;

Officials shall refrain from receiving any personal gain from any procurement action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

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

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

official in the procurement process or in contract execution;

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

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

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

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

3.4 Bidders and other stakeholders are required to submit a Non-collusion Affidavit (Procurement Guideline Reference - 1.5) in accordance with ITB Clause 3.2 (C) to adhere to best commercial practices.

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4. Eligible Bidders

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

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

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

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

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Commission (NPC), 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.nprocom.gov.lk .

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

5. Eligible Goods and Related Services

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

Contents of Bidding Documents

6. Sections of Bidding Documents

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

Volume 1

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VI. Conditions of Contract (CC)
- Section VII. Contract Data
- Section VIII. Contract Forms

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

7. Clarification of Bidding Documents

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

8. Amendment of Bidding Documents

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

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

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

Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;

(c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;

(d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

(e) any other document required in the BDS.

12. Bid Submission Form and Price Schedule with ITB Clauses

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

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

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

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

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

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

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

(b) on the previously imported goods of foreign origin

(ii) However, VAT shall not be included in the price but shall be indicated separately;

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

(iv) the price of other incidental services

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

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

15. Currencies of Bid

15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be pay able only in Sri Lanka Rupees.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods and Related Services

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

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

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

18. Documents Establishing the Qualifications of the Bidder

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

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

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

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

19. Period of Validity of Bids

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

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

20. Bid Security

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

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

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

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

(c) be substantially in accordance with the form included in Section IV, Bidding Forms;

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

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

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

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

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

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB 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 22.1 Bidders may always submit their bids by mail or by hand.

(a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in onesingle envelope.

22.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;

(c) bear the specific identification of this bidding process as indicated in the BDS; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

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

23. Deadline for Submission of Bids

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

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

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

25. Withdrawal, and Modification of Bids

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

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

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

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

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

26. Bid Opening

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

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

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or 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

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 3

29. Responsiveness of Bids

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Non conformities, 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 non conformities 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 any material deviation or reservation.

32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to Single Currency

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.

34. Domestic Preference

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

35. Evaluation of Bids

35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3 To evaluate a Bid, the Purchaser shall consider the following:

(a) the Bid Price as quoted in accordance with clause 14;

(b) (b)price adjustment for correction of arithmetic errors

in
accordance with ITB Sub-Clause 30.3;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3

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

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

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

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

36. Comparison of Bids

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

37. Post qualification of the Bidder

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

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

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

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

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

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 whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

41. Notification of Award

41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42. Signing of Contract

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

43. Performance Security

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

43.2 Failure of the successful Bidder to submit the above-mentioned 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)

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: **General Hospital (Teaching), peradeniya.**
ITB 1.1	The name and identification number of the Contract are **Supply, Delivery& Maintenance of 01 No. Manual Rotary Microtome** **THP/FA/ME/25/2026**
ITB 2.1	The source of funding is: **GOSL**
ITB 4.1	Bidders are requested to submit a copy of valid CDDA / NMRA registration certificate for the offered model (if applicable). If it is not applicable, the bidder shall provide a letter from NMRA/CDDA to confirm the above. If a copy of valid CDDA/NMRA registration certificate & import license (if applicable) is not provided for the offered model at the time of submission of bid, the bid will not be considered for evaluation. If registration with the National Medicines Regulatory Authority is not required for any device, documents referred to by the National Medicines Regulatory Authority in this regard should be submitted with the bid If the estimate cost for the procurement exceeds the Rs. 5 million the bidder shall register at the Registrar of Public Contract Sri Lanka at the time of submission of bids (PCA 3)
	B. Contents of Bidding Documents
ITB 7.1	For **<u>Clarification of bid purposes</u>** only, the Purchaser's address is: Attention: Director Address: General Hospital (Teaching), peradeniya. Telephone: : 081-2388001 Facsimile number: 081-2388371
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following documents with the bid. Failure to submit one or more of the following documents, bids will be treated as **non-responsive**: **1.** Bid Submission Form (Including all related Cost, i.e. Post warranty service charges, civil construction work, etc.) **2.** Bid Security **3.** Power of Attorney to the signatory

	4. Price Schedule – Goods 5. Price Schedule - Maintenance (if applicable) 6. Delivery schedule - Goods 7. Manufacture's Authorization Letter 8. Bidder's response to Technical Specification 9. Detailed Pro-forma Invoice 10. Post qualification data (Financial Report, Work Shop details of Test equipment & Technical staff…. Etc.) 11. Copy of valid CDDA/NMRA certificate 12. Copy of Business Registration Certificate 13. Receipt for payment of non-refundable bid document fees. 14. Cost of the consumables/accessories (annexed Table-1) 15 Non-collusion Declaration (Procurement Guideline Reference - 1.5) in accordance with ITB Clause 3.2 (C)
ITB 15.1	The bidder shall quote all prices of goods & services in Sri Lankan Rupees.
ITB 17.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): **10 years from the date of delivery**
ITB 18.1 (b)	Warranty & post warranty, after sales services are required
ITB 19.1	The bid shall be valid until. **04.01.2027**
ITB 20.1	Bid shall include a Bid Security issued by (a)A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka; (b)A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka; (c)A foreign bank operating outside of Sri Lanka, provided that the relevant Bank Guarantee is confirmed by a local or foreign bank operating in Sri Lanka, which is approved by the Central Bank (d)Refundable Cash Deposit
ITB 20.2	The amount of the Bid Security shall be as describe bellow(the values should be mentioned in Sri Lankan rupees) The Security should either be Rs.90, 000.00. If the guarantee submitted is less than the value mentioned, the bid will be disqualified. If the cash is deposited as the bid security, attached the copy of the receipt. The validity period of the bid security shall be until **01.02.2027**

	D. Submission and Opening of Bids
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: **Supply, Delivery& Maintenance of 01 No. Manual Rotary Microtome** **THP/FA/ME/25/2026** **Closing at 11.00 AM on 06.10.2026**
ITB 23.1	For bid submission purposes, the Purchaser's address is: Attention: **Chairman, Regional Procurement Committee.** Address: **General Hospital (Teaching), Peradeniya** OR Bids may be deposited in the Tender Box available at the office of **The Accountant,** **General Hospital (Teaching),** **Peradeniya** The deadline for the submission of bids is: **Date: 06.10.2026 Time: 11.00 AM**
ITB 26.1	The bid opening shall take place at: **Address**: **Old Auditorium** **General Hospital (Teaching),** **Peradeniya.** **Date: 06.10.2026 Time: 11.00 AM**
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference shall not be a bid evaluation factor.

ITB 35.3 d	**Delivery schedule** The goods covered under this invitation are required to be delivered within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries and offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, 0.5% of Bid value (total equipment cost), will be added to the bid price for evaluation of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.
ITB 35.4[1]	**Evaluation Criteria** The following factors and methodology will be used for evaluation: Completeness of the Bidding Document Responsiveness of the bid as per ITB 11.1 E Technical Specification compliance. Bid Price (ITB 14) Operational cost of the equipment Service & Maintenance cost (if applicable) *NPV value (at a depreciation rate of 10%) – the cost should be in Sri Lankan Rupees.* Past performance of the Product and Clinical Observations Post qualification Cost of the consumables/accessories (annexed Table-1) Delivery schedule - Goods
ITB 35.5	Alternative bids are not allowed and Multiple offers shall not be considered Bidders are allowed to quote for one or more items Evaluation is based on separate items
ITB 37.2	**Post qualification Requirements** After determining the 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, using only the requirements specified. **Financial Capability** The Bidder shall furnish documentary evidence that it meets the following Financial requirement(s): Audited Financial Accounts for last three years. The average annual turnover of the last three years shall not be less than 150% of the bid value. **Experience and Technical Capacity** The Bidder shall furnish documentary evidence to demonstrate that it meets

	The following experience requirement(s): 1. Work shop facilities 2. Test equipment & Tools 3. Technical Staff – Experience & Training details - at least one Engineer or Technical person should have been trained (at least one week foreign training) on the Model quoted (certificate should be provided) Past performance of the similar Goods. (Past repair and maintenance records, average equipment downtime & end-user's comments will be considered)

	F. Other Requirements
ITB 42.2	If the contract value exceeds the Rs.5 million, the bidder shall register the contract at the Registrar of public contracts Sri Lanka and submit the registered contract within 7 days of the receipt of an award. The Bidder shall submit a plan of the installation room, certified by the hospital Director, if applicable The bidder shall submit a written consent that the conditions of Service & Maintenance agreement shall not be changed and shall not request to change, after the pre agreed price of 08 years, if the agreement should be extended beyond the original 08 years period The Bidders and other stakeholders are required to submit a Non-collusion Affidavit (Procurement Guideline Reference - 1.5) in accordance with ITB Clause 3.2 (C) to adhere to best commercial practices.
ITB 44	**Appeals againts Prcurement Committee decision** Any bidder who disagrees with the decision of the Prcurement Committee may submit his appeal to the relevant Appeal Board/Appeal Committee within the fixed period (see Section 8.4 of this Manual).

SECTION III

Evaluation and Qualification Criteria

Section III. Evaluation and Qualification Criteria

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.

Delivery schedule

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

(b) Deviation in payment schedule. N/A

(c) Cost of major replacement components, mandatory spare parts, and service.
(ii) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 17.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.*

(d) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 35.3(d)]

2. Evaluation Criteria (ITB 35.4

The following factors and methodology will be used for evaluation:

Completeness of the Bidding Document

Responsiveness of the bid as per ITB 11.1 E

Technical Specification compliance.

Bid Price (ITB 14)

Operational cost of the equipment

Service & Maintenance cost (if applicable)

NPV value (at a depreciation rate of 10%) – the cost should be in Sri Lankan Rupees.

Past performance of the Product

Post qualification

Delivery schedule

Cost of the consumables/accessories (annexed Table-1)

3. Multiple Contracts (ITB 35.5)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 37.2 Post-Qualification Requirements)

The Purchaser shall:

(a) Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.8
I. (b) take into account:

(i) the lowest-evaluated bid for each lot and
(ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"

3. Post qualification Requirements (ITB 37.2)

After determining the 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, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.
Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): As mentioned in ITB 37.2 of the Bidding data Sheet

Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): As mentioned in ITB 37.2 of the Bidding data Sheet

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: As mentioned in ITB 37.2 of the Bidding data Sheet

4. Domestic Preference (ITB 34.1)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in Sri Lanka for the purpose of bid comparison, in accordance with the

procedures outlined in subsequent paragraphs. Bids will be classified in one of three groups, as follows:

(a) Group A: Bids offering goods manufactured in Sri Lanka, for which (i) labor, raw materials, and components from within Sri Lanka account for more than thirty (30) percent of the price quoted; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.

(b) Group B: All other bids

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A, it shall be selected for the award. If, as a result of the preceding comparison, the lowest evaluated bid is from Group B, all Group B bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group B, for the purpose of further comparison only an amount equal to **1.5 %** of the bid price.

Section IV

Bidding Forms

Table of Forms

Bid Submission Form

Price Schedule

Bid Guarantee

Manufacturer’s Authorization

Non-collusion Affidavit

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: 2025.10…....
No.: ***THP/FA/ME/25/2026***

To: **Director, General Hospital (Teaching), Peradeniya**

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];* ----------

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 ***01 No. Manual Rotary Microtome*** The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures];*----------
---

The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures];*----------
---

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;

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;

We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

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

The Bidder shall fill in the Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the list of Goods and Related Services specified by the Purchaser on the Schedule of Requirements.

If so specified in the Bid Data Sheet and in the Schedule of Requirement Bidder shall indicate the relevant post warranty service to be incurred by the Purchaser for successive Ten years.

Consumable parts to be excluded from the maintenance contract shall be given separately with their unit cost valid for a period of three years.

The costs quoted for the maintenance contract shall be binding upon the Bidder, which will from a basis for a service and maintenance agreement in case the Bidder is selected to perform the contract.

PRICE SCHEDULE

(All prices to be quoted in Sri Lankan Rupees.)

1	2	3	4	5	6	7	8	9	10
Line Item No.	**Description Of Goods**	**Qty.**	**Country of Origin**	**Unit price (inclusive of duties, sales & other taxes) Excluding VAT** **Rs.**	**Price per line item (Col 3x5)** **Rs.**	**Transportation, insurance, storage & other related services to deliver , install & commission at the final destination (if not included under col.5)** **Rs.**	**Total price excluding VAT (col.6+7)** **Rs.**	**VAT** **Rs.**	**Total price including VAT (col.8+9)** **Rs.**
1	**Manual Rotary Microtome** **Model: - …….**	**01**							

Total Price (Col.10) in words: ----------

Signature of Bidder: ---------- ***Date:***----------

Name: ---------- ***Company seal:***

Comprehensive Annual Maintenance Cost – shall be quoted in SL Rupees.* (inclusive of Labour & Spares)

(Bidders shall quote for each site if post warranty maintenance service is specified as required in the schedule of Requirement Section V)

(Per Unit)

#	*Item*	*Year 1 (LKR)*	*Year 2 (LKR)*	*Year3 (LKR)*	*Year 4 (LKR)*	*Year 5 (LKR)*	*Year 6 (LKR)*	*Year 7 (LKR)*	*Year 8 (LKR)*
1	**Orthopedic Traction bed**								
Total (Excluding VAT)									

*Other Currencies shall not be considered

Bidder's Name & Signature: ……

Date : ……

Company Seal : …….

Cost of Major Replacement Components, Mandatory Spare Parts, Consumables, Accessories and Services.

#	*Part/Consumables*	*Unit Cost*	*Available Source*

The above prices are valid for 5 years after completion of warranty period (if applicable)

Name & Signature of Bidder:

Company Seal:

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 Hospital (Teaching), Peradeniya**

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(s) of authorized representative(s)]

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.: *THP/FA/ME/25/2026*

To: *Director, General Hospital (Teaching) Peradeniya*

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]* who is currently our sole agent in Sri Lanka 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.

In the event that the sole agency is changed to a different company we will ensure that all contractual obligations entered into between the Purchaser and the Bidder (sole agent) including warranty and post warranty maintenance (if required by the Purchaser), provision of spare parts etc. within the contract period will be fulfilled by the new agent.

We also confirm that spare parts, accessories and consumables will be freely available for the model/models offered for a period of at least s10 years after the warranty period.

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]*

Non-collusion Declaration
(Procurement Guideline Reference - 1.5)

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

(a) I, nor any other member, agent or representative of the firm/company/ corporation/partnership/ sole proprietorship that I represent, have entered into any combination,
collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No. …….....….);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

……
Signature of the Declarant

Section V

Schedule of Requirements

List of Goods, Related Services & Delivery Schedule

Technical Specifications

List of Goods, Related Services & Delivery Schedule – GOODS

Item No.	Description of Goods	Qty.	Final Destination as specified in BDS	Required Delivery Period[1]	Bidder's Offered Delivery Period[2]
01	**Manual Rotary Microtome**	01	TH Peradeniya	08- 10 Weeks	

Related Services[3]

Item No.		Site
1		

[1.] No. of weeks from the date of effectiveness of the contract / effective period will be counted from the date of signing the contract
[2] Bidder shall offer the delivery period in weeks. The latest delivery date offered by the bidder will be considered as the delivery period (ITB 35.3 d)
The latest delivery date will be considered on the date of delivery of the complete order without any shortages as mentioned in the Pro-forma Invoice (including all accessories)

[3] This schedule needs to be filled by the Purchaser only If post warranty maintenance is specified as required in the BDS.

Specification for Manual Rotary Microtome

1	2	3	4		
	Purchaser's Requirements		**Bidder's Offer**		
		Priority	**Conformity**		**Remarks**
			Yes	**No**	
	Technical Specifications				
1.	The unit should be desk top type rotary type manual microtome used for applications of paraffin and hard specimens in clinical, research and industrial laboratories.	C			
	Applications ;	C			
2.	The microtome shall be capable for Paraffin embedded specimens for routine and research histology.	C			
3.	The unit shall be provide facilities for accurate specimen sectioning with following features				
	i. Three -Axis specimen orientation	C			
	Horizontal : 8 ^{o}				
	Vertical : 8 ^{o}				
	Rotation : 90 ^{o}				
	ii. Specimen retraction should be 40µm or above.	C			
	iii. There shall be Section Thickness Range of: 0.5 – 60 µm	C			
4.	Specimen trimming feature (lever or rotate wheel) should be adjustable of Micron Thickness Setting with visual display between trimming steps of 10 µm to 30 µm.	C			
5.	**I.** The Rotary Microtome shall be capable of following Section Thickness selection increments.				
	From 0 to 2 µm in 0.5 µm	C			
	From 2 to 10 µm in 1 µm	C			
	From 20 to 60 µm in 5 µm	C			
	From 10 to 20 µm in 2 µm	C			
	II. Locking system for rotary wheel	C			
6.	The Vertical specimen stroke length not less than 55-60 mm for better sample sectioning with low time duration.	C			
7.	The horizontally feed of the unit should be of minimum 25mm (East/West) and Horizontal specimen advance not less than 25mm.	C			

8.	**I.** The Microtome should be Displacement of Blade holder base between north/south not less than 55mm and vertically with all adapters attached not less than 40 mm. **II.** Adjustable blade holder angle ranging from 0° - 10°	C			
9.	Environmental	C			
	Operational temperature should be +10°C to +40°C (50°F to 104°F)	C			
10.	A side covers should be available for protection purpose that will prevent debris getting inside the instrument	C			
11.	The unit should be equipped with the following accessories ;	C			
	Blade Holder Base Assembly (with attached blade guard)				
	Holders for Low Profile & High Profile Disposable Blades				
	Low Profile Back –Plate				
	Orientation Attachment for Clamps				
	Universal Cassette Clamp with Adapter				
	Microtome Oil (50ml)				
	Microtome Waste Collection System				
	Dust Cover				
12.	Each unit shall be supplied with a pack of 50 nos. of Disposable microtome blades	C			
13.	List of reference sites shall be provided with the offer	C			
14.	Fully graphically illustrated original technical literature in English describing the equipment offered & detailing the specifications shall also be supplied with the offer	C			
15.	Each Unit shall be supplied with one set of operation manual &service manual in English.	C			
16.	The equipment shall be warranted for a period of not less than 24 calendar months from the date of successful commissioning on “full parts & Labor” basis such a warranty shall also include servicing and maintenance during the period of validity.	C			
17	Bidder shall also quote separately for a comprehensive service and maintenance agreement including both preventive maintenance as well as corrective maintenance including full parts and labour for a period of Eight (08) years after the warranty period.	C			

Make & Model : ……
Country of Manufacture : ……

Information given under “Bidder’s offer” is true & correct

Bidder’s Signature : ……
Bidder’s Name : ……

Company seal Date ……..

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, non competitive 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 Association

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

7. Eligibility

7.1 All goods 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.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.

1.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law	9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
10. Settlement of Disputes	10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2 If, after twenty-eight (28) days, 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.
11. Scope of Supply	11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents	12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13. Supplier's Responsibilities	13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14. Contract Price	14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

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

15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to 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.

16. Taxes and Duties

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.

17. Performance Security

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.

18. Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

19. Confidential Information	19.1	The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under 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.
	19.4	The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
20. Subcontracting	20.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. 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.

(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.

22. Packing and Documents

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.

23. Insurance

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.

24. Transportation

24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in 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.

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. Patent Indemnity

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 is located; and

(b) the sale in any country of the products produced by the Goods.

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

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in 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 subcontractors 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: **General Hospital (Teaching), Peradeniya**
CC 1.1 (m)	Final Destination is: **General Hospital (Teaching), Peradeniya**
CC 8.1	For **notices**, the Purchaser's address shall be: Attention: **Director** Address: **General Hospital (Teaching), peradeniya** Telephone: **0812-2388001** Fax: **0812-2388371** E mail:
CC12.1	Details of Shipping and other Documents to be furnished by the Supplier: 1.**Tax Invoice** **2.Manufactrue Certificate**
CC 15.1	**Method & Conditions of Payment to be made to the Supplier under this Contract shall be as follows:** Payment shall be made in Sri Lankan Rupees within Sixty (60) days of presentation of claim supported by a certificate from the Purchaser/End user declaring that the Goods have been delivered and that all other contracted Services have been performed. **I. On Delivery:** Hundred (100) percent of the contract price shall be paid on verification of the goods delivered to the Stores of the TH Peradeniya against the purchase Order and upon submission of the documents specified in CC Clause 12 **II. Liquidated Damages** a. In the event of the supplier unable to supply the goods during the agreed period, the supplier shall be liable to pay a sum equivalent to the 1% of total contract value for each week and maximum of 10% shall be charged for 10 weeks beyond the agreed period as liquidate damages.

	b. The performance bond shall be forfeited and the supplier shall be black listed if the supplier is unable to supply the goods after 10 weeks beyond the agreed period
CC 17.1	A Performance Security shall be an amount equal to ten (10) percentage of the contract price. The performance security of the joint venture shall be in the names of the joint venture partners. Performance Security shall be submitted within 07 days of the date of the notification of award from the purchaser and it shall be valid up to 30 days after the date of completion of supplier's contract performance obligations including warranty obligations.
CC 27.3	**Warranty** The warranty shall remain valid for …02……years from the date of successful Installation & commissioning indicated in the Contract data.

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement.....61

2. Performance Security.....63

3. Service & Maintenance Agreement.....64

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

(1) [*insert complete name of Purchaser*], a [*insert description of type of legal entity, for example, an agency of the Ministry of …….. or corporation*] and having its principal place of business at [*insert address of Purchaser*] (hereinafter called "the Purchaser"), and

(2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement

   (b) Contract Data

   (c) Conditions of Contract

   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

   (e) The Supplier's Bid and original Price Schedules

   (f) The Purchaser's Notification of Award

   (g) [*Add here any other document(s)*]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [*insert signature*]
in the capacity of [*insert title or other appropriate designation*]
in the presence of [*insert identification of official witness*]

For and on behalf of the Supplier

Signed: [*insert signature of authorized representative(s) of the Supplier*]
in the capacity of [*insert title or other appropriate designation*]
in the presence of [*insert identification of official witness*]

2. Performance Security

[*Note: the purchaser is required to fill the information marked as "*" and delete this note prior to selling of the bidding document*]

[*The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated*]

---------- [*Issuing Agency's Name, and Address of Issuing Branch or Office*] ----------

* Beneficiary: The Director, General Hospital (Teaching), Peradeniya

Date: ----------

PERFORMANCE GUARANTEE No.: ----------

We have been informed that ---------- [*name of Supplier*] (hereinafter called "the Supplier") has entered into Contract No. ---------- [*reference number of the contract*] dated ---------- with you, for the ---------- Supply of ---------- [*name of contract and brief description*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ---------- [*name of Agency*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ---------- [*amount in figures*] (----------) [*amount in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. day of ……, 20.. [insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

_____

[*signature(s)]*

SERVICE & MAINTENANCE AGREEMENT FOR
NO.S of MAKE/MODEL & MACHINE

This agreement is made and entered into at PLACE on this …. . day of. ……... by between COMPANY NAME, a Company duly incorporated in Sri Lanka and having its registered office at COMPANY ADDRESS. (Hereinafter called and referred to as "the supplier") which terms of expression as herein used shall mean and include the said COMPANY NAME, and its successors in business of permitted assign to the one part and the Director, Teaching Hospital ,Anuradhapura of the Democratic Socialist Republic of Sri Lanka, .(Hereinafter called and referred as "the Customer") on the other part.

WITNESSETH

Whereas :

The supplier is the agent in Sri Lanka for supply, distribution and maintenance of the Equipment manufactured by (Manufacturer) of (Country) and hereinafter fully described, called and referred to as "the Equipment".

The Customer proposes to purchase from (Manufacturer),(Manufacturer) and import to Sri Lanka the said equipment upon such terms and conditions as may be agreed upon by the Customer and the said (Manufacturer), (Manufacturer).

The supplier has agreed to undertake the service, repair and maintenance of the said equipment subject to the terms and conditions hereinafter set out.

Now this agreement witnesseth and it is hereby agreed between the partners here to as follows

1. EQUIPMENT

1.1 The equipment referred to in this Agreement comprises and is limited to the following.

Hospital	Description	Serial No.

1.2 This agreement shall not extend to, or be applicable in respect of any equipment not specifically listed at Section 1.1 of this agreement.

2. **COMMENCEMENT**

2.1 This agreement shall be valid from the date …….to ……..….it is signed by the supplier and the customer and shall continue to be valid and be implemented for a period of one Calendar year.

2.2 For the due performance of the contract the Supplier agrees to furnish to the Customer, a bond or a guarantee from any recognised bank or a cash deposit in a sum equivalent to 5% of the service contract.

3. PAYMENT

3.1 The total annual fees payable by the Customer to the Supplier, in respect of this agreement. (hereinafter called and referred to as the total annual fee, shall be in Sri Lanka Rupees……. for the equipment listed at para 1.1.

3.2 One quarter (twenty-five per centum) of the total annual fees shall be paid to the Supplier by the customer on or before the fourteenth (14th) day following the date of commencement of this agreement.

3.3 One quarter (twenty-five per centum) of the total annual fees shall be paid to Supplier on or before the ninetieth (90th) day following the date of commencement of this agreement.

3.4 One quarter (twenty-five per centum) of the total annual fees shall be paid to Supplier on or before the hundred and eightieth (180th) day following the date of commencement of this agreement.

3.5 One quarter (twenty-five per centum) of the total annual fees shall be paid to Supplier on or before the two hundred and seventieth (270th) day following the date of commencement of this agreement.

4. SERVICE

GENERAL

4.1 The Supplier shall supply all such goods and services as shall be necessary to maintain the equipment in good working order during the period of validity of this agreement.

4.2 The Customer shall make the equipment available to the Supplier his nominated servants, employees and agents a period of one day in every seven days except to be every Sunday, for the purpose of repairs and maintenance specified in section 4.1 of this agreement. The customer and supplier may by mutual consent vary this day to any other mutually accepted day of the week as circumstances demand.

4.3 The Customer shall maintain at the site of the Equipment a log book in which shall be entered all such information as the Customer and the Supplier shall mutually deem to be relevant and necessary for the operation and maintenance of the Equipment, dates, times and details of service and repair activities, information pertaining to any malfunctioning that may be observed, and any other like information.

4.4 In the event the Customer has reasons to believe the Equipment is not functioning normally, or that it is not likely to continue functioning normally, he shall without delay inform to the Supplier or his nominee of this fact and the Supplier shall then have the Equipment restored to satisfactory working order by the promptest means available to him.

4.4.1 Method of information and acknowledgement should be in writing in the log book maintained for such purpose indicating date and time with respective signature of officers concerned.

4.5 The Supplier shall provide the Customer with such information as is relevant and necessary for the effective operation and protection of the Equipment, inclusive of non-technical maintenance such as cleaning, dusting and the like, which shall be the duty of the Customer.

4.7 **PREVENTIVE MAINTENANCE**

4.7.1 Preventive Maintenance shall include the replacement of components, in the opinion of the supplier likely to become defective in advance of the next preventive maintenance visit and the service, cleaning, lubrication, adjustment, etcetera as necessary to ensure that the Equipment shall continue to remain in satisfactory working order.

4.7.2 Within the period of validity of this agreement the supplier shall undertake to provide not less than four preventive maintenance visits per year in respect of all equipment scheduled at 1.1 of this agreement, there being an elapsed period of not less than two calendar months and not more than four calendar months between consecutive preventive maintenance services.

4.7.3. The supplier shall have free access to the equipment as specified in paragraph 1.1 of these presents for the purpose of providing preventive maintenance, in accordance with the terms of paragraph 4.7.1 of this agreement.

4.7.4 The Supplier shall, upon completion of each preventive maintenance visit, supply a complete and comprehensive description of all activities carried out during the preventive maintenance visit to the Director of the Hospital or his authorised agent, and mail a copy of the same to the Director, Biomedical Engineering Services by registered post. Such a report shall also include details of any defect in the equipment and what action is being taken in respect of the repair of the same

4.7.5 All components replaced and ancillary services provided in the course of preventive maintenance visits shall be at the cost of Supplier and the Ministry shall not be liable for payment in respect of any such components.

4.7.6. All components removed (and replaced) in terms of paragraph 4.7.5. of this agreement shall be deemed to be the property of the supplier

4.8 CORRECTIVE MAINTENANCE

4.8.1 Corrective Maintenance shall constitute the repair and restoration to satisfactory working order of Equipment brought to notice of the Supplier as being defective or found by the Supplier to be defective during a corrective maintenance visit and preventive maintenance visit.

4.8.2 The Customer shall notify the Supplier in writing of any Equipment deemed to be in need of corrective maintenance. Such notification shall be deemed to have taken place upon the date of receipt of such notification by the Supplier as in 4.4 .1.

4.8.3 The supplier shall have free access to the equipment during normal working hours on working days for the purpose of providing corrective maintenance, access at other times being possible only at the sole discretion of the officer in charge of the equipment at that site.

4.8.4 The Supplier shall, at the completion of each corrective maintenance visit, supply a complete and comprehensive description of all activities carried out during the corrective maintenance visit to Director of the hospital or his authorised agent, and mail a copy of the same to the Director, Biomedical Engineering Services by registered post. Such a report shall also include details of any defective equipment, and action is being taken in respect of the repair of the same.

4.8.5 All components replaced and all ancillary services in the course of a corrective maintenance visits shall be at the cost of Supplier and the customer shall not be liable for payment in respect of any such components.

4.8.6 The supplier shall undertake to make every effort to restore to satisfactory working order the equipment reported as being defective in terms of paragraph 4.4 and 4.8.1 of this agreement.

5 LIABILITY

5.1 In the event of the Customer informing the Supplier at any time that the Equipment is out of commission, and the Supplier failing to restore the Equipment to satisfactory working order within a period Three (03) working days from the receipt of such information (which period of three days shall hereinafter be called and referred to as the grace period), notwithstanding the said period of three days (03) including a Sunday or a public holidays, the Supplier shall be liable to make payment on demand by the Customer of a sum equivalent to one per centum (1%) of the relevant annual fee payable by the customer to the supplier in respect of this agreement in respect of each full day which the Equipment shall continue to remain out of commission after expiry of the grace period.

5.2 In the event of the total of all grace period obtained during any annual period of this agreement being in excess of thirty (30) days, the supplier shall be liable to pay the customer upon demand by the customer of a sum equivalent to one per centum of the relevant fee payable by the customer to the supplier in respect of relevant year of this agreement in respect each full day in excess of thirty (30) days, in addition to any payments that may have become due to the customer from the supplier in terms of section 5.1. of this agreement. The Supplier shall

not be liable to compensate the Customer if the causes for the delay were beyond the control of Supplier, such as force major, warfare or government restrictions.

5.2.1. In the event of replacement of major parts described in the conditions of the contract which are not covered by the said agreement, the grace period will be dependent on the delivery time of such parts and thus the supplier is not liable to make any payments in accordance with the specific liabilities described in section 5.1. & 5.2

5.3 The liability of the supplier in terms of these presents shall in no circumstances be in excess of the specific liabilities described in Section 5.1 and 5.2 of this agreement.

5.4 The Customer shall notify the Supplier of any Monies which become due from the Supplier to the Customer in respect of paragraph 5.1 and / or 5.2 of this agreement, and such Monies shall be paid by the Supplier to the Director General of Health Services of the Ministry of Health not more than 10 days from the date of notification.

5.5 In the event of default by the Supplier in making payments in respect of Moines that may become due in terms of paragraph 5.1 and/or 5.2 of this agreement, the Ministry shall deduct such sum as are so due from any Moines due, or that shall become due to the supplier from the Ministry within the terms of this agreement.

6. REMOVAL & EXCHANGE OF EQUIPMENT

6.1 The supplier shall be empowered to remove from the premises of the customer, upon provision of satisfactory receipt, such Equipment, components and the like that may require service or repair at the workshop of the Supplier.

6.2 The Supplier may exchange any defective items Equipment or component thereof with a functionally equivalent item until repairs to the defective item are affected with the approval of the Customer or nominee.

6.3 The customer shall make reasonable provision for the secure storage on his premises of such spares, tools, test equipment and the like as the supplier may find necessary to keep available at the site of the equipment for the purpose of executing his obligations under this agreement.

6.4 The customer reserves the right to remove from the site and relocate at another site decided by the customer and/or to discontinue the use of all or any of the equipment listed in para 1.1 in such an event the payment shall be paid to the supplier on prorata for the period in used of such equipment.

7. CONSUMABLES

The supplier shall be liable to provide all the consumables except ……. within the terms of this agreement.

8. ACCESS

The customer shall PERMIT THE Supplier and his nominated agents access to the

equipment for the purpose of executing obligations under this agreement. According to 4.7.3.

9. LIMITATION OF LIABILITY

The Supplier shall not be liable for the payment of compensation to the Customer in respect of loss of profit or revenue, however caused, any payment for losses stipulated in this agreement.

10. SRI LANKAN LAW

This agreement shall be governed by and construed in accordance with the law of the Democratic Socialist Republic of Sri Lanka.

11 ARBITRATION

Any dispute arising out of contract agreement should be dealt in accordance with the provision of Arbitration Act No. 11 of 1995.

11.1 **PLACE OF ARBITRATION** –

Arbitration shall be held in Colombo, Sri Lanka.

In witness where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

The common sealed of the said (supplier) ……

……
……

is affixed hereunto in the presence of

…….. (supplier's Signature)

……..
(supplier's name I designation)

Date this ……. day of …….20

We do hereby attest the sealing thereof.

1. …….

2. ……..

The common seal of the said Director General Department of Health Services is affixed hereunto in the presence of

……...

……. ……Customer's Signatures ……

…….. ……..... (Customer's name & designation)

date this ……day of ……. 20

We do hereby attest the sealing thereof.

1. ……

2. ……

Document Check List

(This document must be returned with the bid.)

Bids shall be accompanied by following documents duly filled and signed by bidders as per the given order. Please tick the appropriate cage, if enclosed, and give the relevant page number in Your bid document.

No.	Document	Enclosed	No.
1	Bid Submission Form (Including all related Cost, i.e. Post warranty service charges, civil construction work, etc.)		
2	Bid Security		
3	Power of Attorney to the signatory		
4	Price Schedule – Goods		
5	Delivery Schedule – Goods		
6	Price Schedule –Maintenance (if applicable)		
7	Cost of major replacement components, mandatory spare parts, consumables, accessories etc. Valid for 3 yrs. From the expiry of warranty		
8	Manufacturer's Authorization letter		
9	Bidder's response to technical specifications		
10	Detailed Pro forma invoice		
11	Relevant catalogues, technical literature, product data sheets etc.		
12	Non-collusion Affidavit		
13	Post Qualification data		
	a) Financial Reports		
	b) Work shop & of Test equipment details		
	c) Technical staff details		
14	Copy of Valid CDDA /NMRA certificate		
15	Copy of Valid Import License From CDDA/NMRA		
16	Copy of Business Registration Certificate		
17	Domestic preference data		
18	Certificate of Registration as an agent of behalf of the tender (PCA 3 form)		
19	Insurance Certificate from port of disembarkation to handing over (if required in BDS)		
20	Warranty Certificate of Manufacture		
21	Declaration from the Manufacture that the goods supplied under this procurement will be brand new		
22	A plan of the installation room, certified by the hospital Director, if applicable.		
23	A written consent that that the conditions of Services & Maintenance agreement shall not be changed and shall not request to change, after the pre agreed price of 05 years, if the agreement should be extended beyond the original 05 years period.		

…….

Bidder's Name,

Signature,

Date & Company seal