

Section IV. Bidding Forms

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SAMPLE DOCUMENT

Bid Submission Form

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

No.: **DI/PRO/04/19/2016/TEC 05**

To: **Director General of Government Information,
Department of Government Information,
No: 163, Kirulapone Avenue, Colombo 05, Sri Lanka.**

We, the undersigned, declare that:

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

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 - **Supply of LED Power Lights with Stand for the Government Film unit**

The total price of our Bid without VAT, including any discounts offered is [insert the total bid price in words and figures];

- (b) The total price of our Bid including VAT, and any discounts offered is [insert the total bid price in words and figures];
- (c) 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;
- (d) 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;
- (e) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (f) 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;
- (g) 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.
- (h) 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]

SAMPLE DOCUMENT

Price Schedule

BOQ for Supply of LED Power lights with stands for the Government Film Unit

No	Item	Quantity	Unit price	Tax	Total
1.	LED POWER LIGHT (Comparative Output 2kw) WITH STAND	02			
2.	LED POWER LIGHT WITH STANDS (Comparative Output 1 Kw)	02			
3.	Other				
	Total				

[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 of Government Information,
Department of Government Information,
No: 163, Kirulapone Avenue,
Colombo 05,
Sri Lanka.**

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)]

SAMPLE DOCUMENT

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.: **DI/PRO/04/19/2016/Tec 05**

To: **Director General of Government Information,
Department of Government Information,
No: 163, Kirulapone Avenue,
Colombo 05,
Sri Lanka.**

WHEREAS

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

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

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

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

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V. Schedule of Requirements

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List of Goods and Delivery Schedule

					Delivery Date		
Line Item No	Description of Goods	Quantity	Unit	(project side) Destination specified	Earliest Delivery Date	Latest Delivery Date	Offered delivery date (to be provided by the bidder)
1.	LED POWER LIGHT (Comparative Output 2kw) WITH STAND	02		DGI	12 weeks	14 weeks	
2	LED POWER LIGHT WITH STANDS (Comparative Output 1 Kw)	02					

SAMPLE DOCUMENT

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates]

Service	Description of Service	Quantity	Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Onsite Training	Required			
2	Warranty	Minimum 1 Year			
3	After sale service Agreement. clauses of the service agreement may negotiate.	Required			

TECHNICAL SPECIFICATIONS AND FEATURES FOR LED POWER LIGHT
(comparative output 2kW)
FOR STUDIOS WITH STAND
Quantity – 02 Nos

A.	Minimum Technical Specifications/Features	Compliance (Yes/No)	Remarks References
Overview: This should be able to used indoor/outdoor shorting and flicker- free output work with color accuracy. (With Barn doors, Filter frame, power cable, ON/OFF switch...etc)			
1	Material	Anodized aluminum	
2	Light Source	LED	
3	Colour temperature	Variable from 3200K to 5600K or better	
4	Beam Angle approx.	20°(Spot) - 60°55° (Flood) or better	
5	Focus Adjustment	Manual Operated for smooth and precise action from spot to flood Position	
6	Comparative output	2kW Tungsten	
7	Total lumen	@3200K ≥ 3200 @5600K ≥ 3500	
8	Colour Rendering Index (CRI)	≥ 90	
9	Operating Power AC/DC	230V +/- 10%, 50Hz and DC (with optional accessory)	
10	Light stands	Air-Cushioned, extends from 3' to 7'height (Appx) and has a load capacity for above light. Knobs are easy to grip and allow for quick, smooth adjustments (compatible with above lights and all optional accessories).	
11	Option	Standard accessories to be supplied with the equipment and the required and optional items should be quoted with a price breakdown (power cable, sand bags, safety cable ...etc.)	
B	General Conditions		
1	Make, Model, Country of origin, Country of manufacture		

2	The bidder shall submit a duly filled compliance schedule in line with the requested technical specification references supported by product literature		
3	The bidder shall provide comprehensive warranty for the product for a minimum period of one year from the date of installation.		
4	The bidder shall provide a confirmation on service and spare parts for a minimum of 5 years.		
5	The bidder shall submit letter of authorization from the original manufactures to bit for the tender.		
6	The bidder shall have the capability and professional expertise locally to attend to any after sale prompt support in case of failure of the supplied items		

SAMPLE DOCUMENT

**TECHNICAL SPECIFICATIONS AND FEATURES FOR LED POWER LIGHT FOR
ENG/NEWS WITH STANDS (Comparative output 1 kW)
Quantity – 02 Nos**

A.	Minimum Technical Specifications/Features		Compliance (Yes/No)	Remarks References
Overview: This should be able to used ENG/NEWS shorting and flicker- free output work with color accuracy. (With Barn doors, Filter frame, power cable, ON/OFF switch...etc)				
1	Material	Android aluminum		
2	Light Source	LED		
3	Colour temperature	Bi - colour		
4	Beam Angle approx.	Appx. 45 or better		
5	DC Power	Suitable Battery. Pack with accessories		
6	Comparative output	1 kW		
7	Total lumen	@3200K	≥ 3200	
		@5600K	≥ 3500	
8	Colour Rendering Index (CRI)	≥ 90		
9	Operating Power AC/DC	230V +/- 10%, 50Hz and DC (with optional accessory-recommended batteries)		
10	Light stands	Air-Cushioned, extends from 3' to 7'height (Appx) and has a load capacity for above light. Knobs are easy to grip and allow for quick, smooth adjustments (compatible with above lights and all optional accessories).		
11	Option	Standard accessories to be supplied with the equipment and the required and optional items should be quoted with a price breakdown (power cable, sand bags, safety cable ...etc.)		
B General Conditions				
1	Make, Model, Country of origin, Country of manufacture			
2	The bidder shall submit a duly filled compliance schedule in line with the requested technical specification references supported by product literature			

3	The bidder shall provide comprehensive warranty for the product for a minimum period of one year from the date of installation.		
4	The bidder shall provide a confirmation on service and spare parts for a minimum of 5 years.		
5	The bidder shall submit letter of authorization from the original manufactures to bit for the tender.		
6	The bidder shall have the capability and professional expertise locally to attend to any after sale prompt support in case of failure of the supplied items		

SAMPLE DOCUMENT

5. Inspections and Tests

The inspections and tests shall be carried out by the officer/s nominated by the purchaser before payment made. Relevant diagrams, user manual, password, and drawing should be handed over to the purchaser before the inspection.

SAMPLE DOCUMENT

Section VI. Conditions of Contract

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

- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) “The Project Site,” where applicable, means the place named in the Contract Data.

2. Contract Documents

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

3. Fraud and Corruption

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

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement
The Contract constitutes the entire agreement between the purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 **Amendment**
No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto

4.4 **Severability**
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or 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.

8.2 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 **Payment schedule** at section V.
- 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 in accordance with the payment schedule at Section V
- 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.