

TERMS AND CONDITIONS OF BID/INSTRUCTIONS TO BIDDERS

2. FORMAT OF BID/ BID SUBMISSION FORM & PRICE SCHEDULE

- 2.1 Bids should be submitted according to the format given in **Annex IIB**.
- 2.2 Bids which are not in the prescribed format or are not in strict conformity with the terms, conditions and specification laid-down in this Bid shall be rejected.
- 2.3 The Bid shall contain no interlineations, or even writing except as necessary to correct errors made by the Bidder - in which case such corrections shall be initiated by the person or persons signing the bid.
- 2.4 All Bids, literature etc., should be in the English Language.
- 2.5 The bid submitted should be duly signed and endorsed by the Bidder himself (the name and designation of the signatory, should be indicated) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of Registrar of Companies – Sri Lanka.

3. VALIDITY OF OFFER

Bidders should keep their offers valid for acceptance for a period of at least 180 days from the date of closing of tender. No increase in price will be permitted after tender award.

However, the SPC may solicit the bidder's consent to extend validity of offer and if the bidder agrees to such request, the validity of the Bid Bond should also be extended accordingly. The bidder will not be permitted to modify or amend his bid if validity is extended.

4. ELIGIBLE GOODS AND REGISTRATION

4.1 WITH THE NATIONAL MEDICINES REGULATORY AUTHORITY (NMRA)

- (a) All surgical & specified laboratory Products imported to Sri Lanka should be registered with the National Medicines Regulatory Authority of Sri Lanka. Therefore, all Prospective Bidders should advise their Local Representatives to attend to such Registration.
- (b) A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.

4.2 The Registrar of Public Contracts.

Awards over Sri Lankan Rupees (LKR) Five Million should be registered with the Registrar of public contracts by the successful Bidders or their local agents.

This bid is administered by the provisions of the "Public Contract Act. No. 3 of 1987" and therefore, in the event bidder is to retain an agent, sub Agent representative or nominee for and on behalf of Bidder shall register himself, in accordance with the section 10 of the Public

Contract Act and produce such valid original certificate of registration with the Bid.

5. BID BOND

- 5.1 Bidders should furnish an unconditional Bid Bond encashable on demand to the value of specified in the Bid document. Bid Bond should be submitted together with the Tender. Tenders without Bid Bonds (where necessary) will not be considered. The Bid Bond shall be in the form of an Unconditional Guarantee issued by an approved commercial Bank operating in Sri Lanka. The Bid Bond should be valid for at least 30 days beyond the validity of the offer where no date has been specified for, until which time, the Bid Bond should be valid. Bid bond should be submitted together with the Bid. Bid without Bid Bonds will not be considered.

The Bid bond should be valid for at least 30 days beyond the validity of the offer.

- 5.2 The Bid Bond shall be shall be issued by one of the following Institutions.

- i. A Commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
- ii. A Bank based in another country but the security or guarantee "Confirmed" by a Commercial Bank operating in Sri Lanka.
- iii. A Letter of Credit issued by a Foreign Bank, but 'Confirmed' by a Commercial Bank Operating in Sri Lanka.
- iv. Any other Agency approved by the Treasury from time to time Or A cash deposit
- v. Master Bid Bonds will not be accepted. Tenders which do not comply with this requirement will be rejected.

ALTERNATIVE BIDS

If alternative offers are submitted, the Tenderer should mark the tenders as 'Original Offer' and 'Alternative Offer'. If the items fails within the range of items where Bid Bonds are required, the Bid Bonds should specifically indicate that it covers the original and the alternative offer. If these requirements are not met, only the lower priced Tender will be accepted and scheduled.

6. FRESH STOCKS AND SHELF LIFE

- 6.1 Supplies should be from fresh stocks manufactured recently conforming to the stipulated specifications and shelf life in Annex 1. Residual shelf life should be minimum of 36 months. However shelf life remaining at the time of receipt of goods at Medical Supplies Division, Sri Lanka should be at least 85% out of the total shelf life of the product.
- 6.2 Corporation reserves the right to call for free replacement of goods supplied with inadequate residual shelf life, or reject such consignment and refrain from its clearance from the Port.

7. BID PRICE & CURRENCY

- 7.1 Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not Acceptable.**
- i. Bidders from a country outside the Asian Clearing Union should quote in a freely convertible currency in Sri Lanka such US Dollars or Sterling Pounds. However, member countries of the Asian Clearing Union should quote only in US Dollars.
 - ii. Exchange rate used by the Central Bank of Sri Lanka for its own transactions prevails at the date of bid closing will be considered for financial evaluation purposes.
- 7.2 If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
- 7.3 Comparison of foreign offers and local offers made on Imports & Supply basis will be compared as follows.**

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

- 7.4 Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.**

8. COUNTRY OF ORIGIN, PORT OF SHIPMENT AND NAME OF MANUFACTURER

- 8.1 The Country of Origin, Port of Shipment and Name of Manufacturer should be indicated in the Bid Form at Annex II B.**
- 8.2 Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by them. However, shipment on other vessels will be permitted, in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo.**

9. BID OPENING

- 9.1 Bids will be opened immediately after closing, at the Head Office of the State Pharmaceuticals Corporation at 75, Sir Baron Jayatillake Mawatha, Colombo 1, Sri Lanka at the date and time specified in Annex 1.**
- 9.2 The bidder or their authorized representatives will be permitted to be present at the opening of Bids.**
- 9.3 Only the copy of the bid marked 'Original' will be opened at the time of opening of Bids.**
- 9.4 The Bid Opening Committee who opens the bids will read out (or cause to be read out) to those present, the name of each Bidder as well as the amount quoted together with discounts, if any.**
- 9.5 Whether or not a Bid Bond has been submitted, and the amount of Bid Bond if submitted shall also be announced. Details of the make-up of any Bid will not be read out.**

9.6 Any other detail which the Bid Opening Committee determines as necessary will be read out.

10. REIMBURSEMENT

- 10.1 Corporation reserves the right to call for free reimbursement in the event of short packing, loss/damage or deterioration of goods supplied within the shelf-life, also for packs which cannot be identified due to labels falling off or items with incorrect labelling.
- 10.2. All quality problems/complaints should be confirmed by the National Medicines Regulatory Authority (NMRA)/ Technical Advisory Committee (TAC) of Sri Lanka/ SPC Quality Assurance Laboratory or any other Authority as decided by the Ministry of Health of Sri Lanka.
- a) In the event of receipt of a complaint, samples will be tested by NMQAL and follow the recall procedure approved by the Ministry of Health and will be destroyed according to section 72 of Drug regulations.
- b) In case of withdrawals due to quality failure Suppliers should ensure that the value of entire quantity of either the withdrawn batches or products would be totally reimbursed with an additional 25% of the total value concerned as an Administrative Cost.

11. PERFORMANCE BOND

- 11.1 The successful Bidder shall within 14 days from the notification of award should submit an unconditional Performance Bond up to 10% of the total value of award if required. Failure to comply with this request shall constitute sufficient grounds for the Corporation to cancel such award and forfeit the Bid Bond/Security.
- 11.2 However, the SPC reserves the Right to increase the required Performance Bond at their discretion.
- 11.3 The Performance Bond shall be as per specimen **Annexure IV** - and shall be issued by one of the institution given at para 5.2.
- 11.4 Claims on the Performance Bond will be made by the Corporation on the very first instance the supplier fails to comply with the terms and conditions of Bid/Indent or Purchase Order and Letter of Credit.

12. CONTRACT AND ARBITRATION

(A) CONTRACT

The successful supplier should agree to enter into a Contract/Agreement with the State Pharmaceuticals Corporation normally for awards which are over LKR 500,000.00 (Five Hundred Thousand Rupees).

(B) ARBITRATION

If during the continuance of this Contract or at any time after the termination thereof, any difference or disputes which may arise between the parties hereto in regard to this interpretation of any of the provisions herein, contained or any other matter or thing relating to this contract (other than any difference or dispute in respect of which a decision of the Chairman of the State Pharmaceuticals Corporation of Sri Lanka, is declared to be final and binding on the parties hereto) such difference or dispute shall be forthwith referred to an Arbitral Tribunal in Sri Lanka. Composition of the Arbitral Tribunal, Jurisdiction of the Arbitral Tribunal, Conduct of Arbitration Proceedings, awards and any

other matters relating to the Arbitration shall abide by Arbitration Act No. 11 of 1995 of the Democratic Socialist Republic of Sri Lanka. The place of Arbitration shall be in Sri Lanka.

13. PACKING AND STORAGE CONDITIONS

- i. Pack Size offered should conform to requirements. Bids for alternate pack sizes may be rejected. Export-worthy packing which will prevent damage in transit should be used. Details of nature of packing should be given.
- ii. Packing of all items should be suitable for storage and use under tropical conditions. Final Export packing should indicate the required storage temperature for goods which require Refrigeration/ Cool Room/ Freezer Storage enabling the cargo handling staff at the Port of Destination to arrange proper storage for such goods immediately on arrival.
- iii. Containers and closures used should prevent leakage in transit & storage also suitable for safe and easily handling.
- iv. Final export packing should be in seaworthy strong cases or cartons, stenciled with blue bands in the form of a cross on each face and in addition carrying the shipping marks, details of which will be provided with the order. Such export packing should be suitable to withstand the long Journey and rough handling at ports of loading and unloading. Bag cargo should be palletised and shrink wrapped.
- v. Sri Lankan ambient storage conditions are in the ranges of 30°C +/- 2°C temperature and 75% +/-5% relative humidity.
- vi. The items which have to be stored between 2°C – 8°C should be sent with cold chain monitors.
- vi. The Recommended storage mentioned on the Product label should be maintained Attransit also and storage condition should be clearly shown on Bill of Lading/Air Way Bill& Invoice.
- viii. All outer carton and inner box (If any) of Surgical Consumables/Imposable items should contain the following information.
 - (a) Description of the Item
 - (b) Date of Manufacturer
 - (c) Date of Expiry
 - (d) Batch No.
 - (e) Name and Address of manufacturer
 - (f) MSD Order list No.
 - (g) SPC Indent/Purchase Order No.
 - (h) Stock Reference No. (SR No.)
 - (i) State Mark of Sri Lanka Government
- ix. All outer and inner box (if any) of surgical non consumables items should contain the following information.

- (a) Description of the item
 - (b) Name and Address of Manufacturer
 - (c) MSD Order List No.
 - (d) SPC Indent No.
 - (e) Stock Reference No.
 - (f) State Mark of Sri Lanka Government
- x. It is the responsibility of the manufacturer/supplier to ensure that the containers would be intact and without damage until the items are delivered to final destination.
 - xi. If any damage(s) caused due to non-compliance of packing to the above-mentioned conditions, supplier should bear the full cost of damages.
 - xii. MSD order list Number, SR Number, SPC Indent Number, Batch Numbers, Date of Manufacture, Date of Expiry and respective quantity carton number containing same should be indicated in all supply invoices and Packing List.

14. LABELLING

14.1 All labels should be printed in English Language and the labeling requirements should be according to the specifications required for registration at **NMRA** as follows.

- (a) Description of the item
- (b) The Brand Name
- (c) List of contents
- (d) A Statements of the net contents (e.g number of units, weight or volume)
- (e) Any special storage conditions that may be necessary
- (f) Warnings and precautions that may be necessary
- (g) The Date of Manufacture, where applicable.
- (h) The Date of Expiry, where applicable
- (i) The batch or lot number assigned by the manufacturer and
- (j) The name and Address of the manufacturer

14.2 Size of the letters of the above (g), (h), (i) and the SR Number on the outer carton should not be less than 1.5 cm.

14.3 Identification Marks

The "State Mark" and "SR No." which will be made available to the successful bidder should be embossed or imprinted in each (item) on the affixed label. These marks should be indelible.

All bidders should indicate in their bids, as to whether these requirements could be met; which will be taken into consideration at the time of evaluation of the Bid.

14.4 Name of the manufacturer or identification mark should be imprinted in a permanent manner on surgical consumable items.

15. PAYMENT

- i. Payment terms will be by confirmed irrevocable Letter of Credit at sight unless otherwise agreed. Supplier should strictly conform to the terms and conditions of our Indents and Letter of Credit and should not request amendments.

- ii. The suppliers should give the name and address of beneficiary in their original offer and any change will not be accepted after closing of Bids. In cases of any change where L/Cs have to be cancelled and re-opened or where L/Cs have to be amended, the supplier should bear the full cost of such amendments together with a Services Charge of USD 100.00.
- iii. Payment of irrevocable Letter of Credit may be restricted to 90% of the value of the Bill of Exchange on presentation of such bill. The balance 10% will be paid after 60 days from the date of payment of bill for 90% of the value, and if the supplier has conformed to all terms of the contract and the Letter of Credit. This 10% is retained to cover claims, if any, on the supplier.
- iv. If any quality failure is reported pertaining to the particular item manufactured by the particular manufacturer L/C for future consignments will become non operative. Orders may have to be cancelled and Performance Bond forfeited if suppliers request amendments/extensions to Letter of Credit and delay supplies.
- v. All Bank Charges incurred outside Sri Lanka shall be to the beneficiary's account.

Letter of Credit will be advised through the correspondent Bank of our Bankers in the successful bidder's country. However, if the bidder wishes to negotiate documents through any particular Bank of their choice such details should be indicated in their Bid.
- vi. Payment to local suppliers will be made after 30 days from the date of delivery. Suppliers should forward their Bills together with the original Delivery Order duly acknowledged by the Director, Medical Supplies Division or his Authorized Officer with frank stamped.
- vii. Where a purchase for a particular item is being made for the first time from a supplier or where there are previous quality failures on goods supplied by a particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.

16. TENDER AWARD

Awards are made to suppliers taking into consideration among other factors, prices quoted, past performance, quality of samples, delivery offered, product registration etc. And the decision of the Procurement Committee is final.

The Procurement Committee reserves to itself the right without question to:-

- (a) Accept any bid, or portion of a bid,
- (b) Accept portions of more than one bid
- (c) Reject all or any bids
- (d) Direct that fresh bids be called for
- (e) Cancel the bid

The **SPC Procurement Committee** reserves the right, at time of award to decrease the quantity required, by 25% without any change in price or other terms and conditions.

In case lowest evaluated responsive supplier is bidding for a product which has not been supplied before, the **SPC Procurement Committee** reserves the right to purchase only part quantity from such supplier and to get a feedback from the end users to decide on the balance quantity.

However, in such cases the price offered for the total amount should be maintained for the smaller quantity.

17. DELIVERY

Refer **Annex I** - Successful bidders should conform strictly to delivery dates. Failure to do so will result in forfeiture of the Performance Bond and/or cancellation of the award. In the event SPC/MSD purchases the item from another source at a higher price. The defaulting Bidder should pay the total difference of price to the Corporation.

If awarded supplier is unable to adhere to the delivery schedule due to no fault of the SPC/Ministry would result in the supplier being surcharged 0.5% of total consignment value per day from the due delivery date.

18. SAMPLES

- I. Representative samples in respect of items offered should be submitted to SPC before the deadline for submission of Bid (closing date and time), and acknowledgement receipt to be obtained from Administration Department of SPC and same should be attached to the Bid.
- II. All Prospective bidders are advised to submit their samples through their Local Agents if any to ensure compliance with this request. Even past suppliers other, than the present supplier are liable to submit representative samples as specified therein.
- III. With regard to bulk or expensive items when samples cannot be sent, Literatures and Catalogues should be attached to the offer.
- IV. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/ post-delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
- V. In the event pre-shipment samples failed the award will be cancelled

19. TESTING OF BATCH SAMPLES

- 19.1 In the case of distribution to Hospitals/ State Institutions random batch samples and random post-marketing samples of all goods supplied will be tested at the NMQUAL/ Quality Assurance & Research Laboratory of the State Pharmaceuticals Corporation and reports on its suitability issued. The findings of the reports will be final and binding. Goods reported as unsuitable and not conforming to the laid down specifications will be rejected and subsequently destroyed. The suppliers should agree to refund its landed cost plus an additional 25% as an Administrative cost within 30 days from the date of intimation.

20. COPY DOCUMENTS

- 20.1 The successful bidder (supplier) should agree to dispatch by fax/courier a full set of copy documents including the following documents to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

Demurrage / additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.

- i. Copy BL/AWB - Copy of Bill of Lading (without "Shipped on Board" stamp acceptable) Notation "Reefer Cargo" should appear in the BL/AWB if goods require refrigeration.
 - ii. Certificate of Quality, Quantity and Loading or Analytical Certificate should indicate the Date of Manufacture & Expiry for each Batch/Lot.
 - iii. Packing List indicating individual gross weight and net weight in kg., and outer dimensions of packages in metric units and also the contents of each package with date of Manufacture and Expiry.
 - iv. Invoice indicating break-up value of CPT/CFR (into FOB and Freight), Batch Numbers, Date of Manufacture & Expiry in addition to the other details.
 - v. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C&F price. The volume of the total quantity of each item should be given in cubic meters (m³).
- 20.2 Documents in respect of Air Freight cargo should necessarily be sent by fax. This is a compulsory requirement which the successful bidder has to comply with, to facilitate early clearance of cargo on arrival, without payment of Demurrage charges. Demurrage charges, if any, which become payable due to the supplier's failure to comply with above requirements will be claimed from the supplier.
- 20.3 The suppliers should advise their steamer agents to send a blanket approval to their local agent to issue delivery orders to this Corporation on submission of bank guarantee.
- 20.4 Cold Chain Monitors should be included for each carton and the cold chain should be maintained according to the manufacturer's instructions during storage, transport and delivery where applicable.
- i. Suppliers are advised not to ship cold chain maintaining cargo to arrive in Sri Lanka during the weekends and on Friday in order to prevent demurrage charges.
 - ii. Suppliers should use standardized temperature data loggers in their shipments, and each carton attached with data loggers.
 - iii. Suppliers should use uniform identification marks with appropriate colors and sizes for easy identification, on cold cargo by the airline employees.

21. QUALITY CERTIFICATE

- (a) Corporation reserves the right to nominate Independent Competent Authorities for the issue of pre-shipment Certification (Certificate of Quality, Quantity and Loading). In such an event, the cost of **such certification** must be borne by the supplier and should be included in the Bid (**Annex 11B**).
- (b) The Secretary, Ministry of Health, Sri Lanka reserves the right to nominate suitable persons to inspect the production and quality control facilities of bidders and manufacturers and their records. Bidders, who refuse permission to our nominees to carry out such an audit will be automatically disqualified.
- (c) The expenses involved. In the inspections should be borne by the manufacturer/ supplier.

22. PRODUCT LIABILITY

In the event of an order being placed, the supplier should indemnify the State Pharmaceuticals Corporation of Sri Lanka against all product liability claims arising out of the items supplied on his bid. E.g. due to incorrect labelling, deviation from agreed specifications etc.

23. PATENT RIGHTS (AND OTHER THIRD PARTY RIGHTS) AND ROYALTIES

The suppliers shall at all times indemnify and keep this Corporation indemnified against any and all claims arising at any time on Account of Patent rights or other rights, whether from manufacturers or others, from the use of the supplied goods in Sri Lanka.

24. BIDS FROM THOSE OTHER THAN MANUFACTURERS

Bids for supply of goods which are not manufactured by the bidder should be supported by a Certificate of Authority issued by the Manufacturer at the time of submitting bidding documents indicating that the bidder has been duly authorized to supply the goods bided for. Failure to comply will result in the offer being rejected.

25. TERMS & CONDITIONS

Prospective Bidders should acquaint themselves, fully with these terms and conditions and if any further clarification is required please contact the undersigned, No plea of lack of information or insufficient information will be entertained at any stage.

26. EXAMINATION, EVALUATION AND COMPARISON OF OFFERS

26.1 The purpose of bid evaluation is to determine the lowest evaluated bid from the substantially responsive bids received.

Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.

Comparison of foreign offers and local offers made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

i) Preliminary examination

The Bid received will be examined by the Technical Evaluation Committee appointed for each bid to determine whether they are complete, whether they are from eligible bidders, whether required bid bond has been furnished in required format, whether the document has been properly signed, whether any computational errors and whether the samples are provided if required and whether the specimen Bid form at **Annex 11 (B)** has been followed.

ii) Prior to detailed evaluation

The TEC will determine the substantial responsiveness of each offer to the bidding documents as pursuant to clause 26.1.(i). A substantially responsive bid is one, which conform to all the conditions described in clause 26.1 (i) without any deviation. A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.

The offers, which are previously determined to be substantially responsive to clauses.26.1

(i), (ii) will be further evaluated.

- iii) The TEC and the Corporation will also examine the Bids in order to ensure the correctness of the Bids. Arithmetical errors, if any, will be corrected on the following basis;
- a) If Discrepancy is between Unit Price and Total Price, then the Unit Price shall prevail and the Total Price will be corrected.
 - b) If Discrepancy is between words and figures, the amount in words will prevail.
 - c) If a Discrepancy appears between the original bid and the duplicate, the original will prevail.
- iv) All the items offered in Annex 11B should conform strictly to the technical specifications set out in the Annex 1 of this document and will be taken in to account at the time of evaluation.

Yours faithfully

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

**PROCUREMENT OFFICER
(PROCUREMENT & IMPORTS SURGICAL)**

STATE PHARMACEUTICALS CORPORATION – BID FORM

ANNEX 11 (B)

(To be submitted in duplicate)

BID NO./BID REFERENCE..... CLOSING ON:
 NAME & ADDRESS OF MANUFACTURER :
 this
 NAME & ADDRESS OF BIDDER :
 are liable
 to be rejected)

(Bidders should prepare their own forms as per format. Offers which are not as per the format

SR	NO./ITEM NO.	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND THE STORAGE TEMPERATURE	FOR FOREIGN OFFERS ONLY			FOR LOCAL OFFERS			11	12	13	14
			5	6	7	8	9	10				
			UNIT C&F PRICE (PER PACK) & CURRENCY	TOTAL C&F VALUE	PORT OF SHIPMENT	PROBABLE SHIPMENT/DELIVERY DATE	UNIT PRICE & CURRENCY (DELIVERY PRICE TO MSD STORES)	TOTAL DELIVERY PRICE TO MSD STORES	NMR A REGISTRATION TRADING CERTIFICATE NO. & DATE OF EXPIRY	SHELF LIFE	COUNTRY OF ORIGIN	L/A COMMISSION AS PER NTAGE OF CNF PRICE

1. Cost of Inspection Certificate (If not included in the C&F price).....
 Indicate from whom independent Pre-shipment Certificate of Quality, Quantity and Loading will be submitted.
2. Indicate date when samples were submitted:-
3. Indicate Bid Bond No, value and Validity (Where applicable) :-
4. Quotation Valid upto :-
5. Local manufacturers/ Importers should indicate in column No. 10 Local /Total delivery price to Stores at Medical Supplies Division, No. 357, BaddegamaWimalawansaTheroMawatha, Colombo 10.

We confirm that we have read and understood the terms, conditions and specifications covering this tender and submitted our offer accordingly. We are not listed as defaulted/ black-listed Bidder in any Government Institution in Sri Lanka. "In the event of goods being rejected due to un-acceptable quality, reimbursement of its value and an additional 25% of the total value at landed cost as an administrative charge will be made".

Name of Bidder :

Signature of Bidder :
(With Name and Designation of Signatory)

Official Stamp of Bidder :

Postal Address of Bidder :

Telephone No. :

E-mail :

Fax No. :

Name of Bankers with Account No. Beneficiary :

Also inform your terms and conditions and special instructions for opening Letters of Credit in the event of an award in your favour.

Details of Accredited Agent in Sri Lanka

Name :
Postal Address :
Telephone No :
E-mail :
Fax No. :

NOTE

- 1. If Local Agent Commission to be paid the percentage should be clearly indicate in the relevant column No. 14.
- 2. Storage temperature of the offered items should be prominently indicated in the column No. 2.

**SPECIMEN FORM OF PERFORMANCE BANK GUARANTEE
(UNCONDITIONAL)**

BOND NUMBER: **DATE:**

SUM GUARANTEED:

To:..... (Name of employer)

..... (Address of employer)

Whereasname and address of contractor)
(hereinafter called "the contractor") has undertaken, in persuance of contract No..... dated
to execute(name of contract) (hereinafter called "the contract");

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (amount of Guarantee)
..... (amount in words), such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

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

This guarantee shall be valid until a date 28 days from the date of issue of the taking over Certificate.

Signature and the Seal of the Guarantor:

Name of the Bank:

Address

Date:

Witness: