MINISTRY OF HOUSING, CONSTRUCTION AND WATER SUPPLY
NATIONAL MINE ACTION CENTRE

INVITATION FOR BIDS (IFB)

Supply of Personal Protective Equipment (PPE) Jacket (Vest) and Visors for Deminers in Demining Operations
Contract No. MHC&WS/NMAC/PPES/2026

1. The Chairman, Project Procurement Committee (PPC), on behalf of National Director, National Mine Action Centre invites sealed bids from eligible bidders for the supply of items as described below.

No.	Item Name	Quantity	Bid Security (Rs.)	Contract Period (Days)	Non-Refundable fee (Rs.)
1.	PPE Jacket (Vest) for Deminers	250	660,000/-	45 days from date of awarding	12,500/-
2.	Visors for Deminers	250			

2. Bidding will be conducted through the National Competitive Bidding (NCB – Single Stage One Envelope Bidding Procedure) specified in the National Procurement Guidelines 2024 and are opened to all eligible bidders as defined in the Guidelines.

3. To be eligible for contract award, the successful bidder shall not have been blacklisted. The qualification criteria for the eligible bidders shall include the following. (Additional qualification requirements are given in the Procurement Documents)

a) General Experiences

i. Bidder shall able to supply spare parts as requested by the Employer.

ii. Bidder shall have maintenance staff for the items to be quoted

iii. The Bidder shall also submit the original of registration issued under Public Contract Act (PCA) No. (03) Of 1987

b) PPE Jackets (VEST) and Visors should comply with STANAG 2920 standard

c) Financial capability

4. Interested Bidders may obtain further information from Accountant, Ministry of Housing, Construction and Water Supply, Housing and Construction Section, Finance Branch, 2nd Floor, Sethsiripaya Stage I, Battaramullaor through Telephone: ,0112865291 Email: nmacsrilanka@gmail.com and inspect the Procurement Document free of charge during 9.00 a.m. to 3.00 p.m. on working days commencing from August 28, 2026 at the below address (Para 6). Procurement Document is published on Ministry of Housing, Construction and Water Supply website (www.moudh.gov.lk) and NMAC web site (slnmac.gov.lk) only for reference purpose.

5. A complete set of Procurement Documents in English may be purchased from Ministry of Housing, Construction and Water Supply (address above para 4) by interested bidders on the submission of a written request on a business letterhead, and upon payment of a non-refundable fee of LKR 12,500. The method of payment will be by cash

6. Bids must be delivered to the address (above para 4) on or before 1.00 p.m. on September 17, 2026. Late bids will be rejected. Bids will be opened soon after the bid closing in the presence of the bidders' representatives, who choose to attend at 1.00 p.m. on September 17, 2026. All bids must be accompanied by a Bid Security in the form of bank guarantee of not less than Sri Lankan Rupees Six hundred sixty thousand (LKR 660,000).

7. A Pre-Bid Meeting will be held at 10.00 a.m. on September 9, 2026 in the Auditorium, Ministry of Housing, Construction and Water Supply, 2nd Floor, Sethsiripaya Stage I, Battaramulla. All interested Bidders may participate to the Pre-Bid meeting.

Chairman,
Project Procurement Committee,
Ministry of Housing, Construction and Water Supply
2nd Floor, Sethsiripaya Stage I, Battaramulla
28.08.2026

Section I. Instructions to Bidders (ITB)

Section II. Bidding Data Sheet (BDS)

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is Secretary, Ministry of Housing, Construction and Water Supply (Housing and Construction Section), Sethsiripaya, Stage I, Battaramulla on behalf of National Mine Action Centre Supply of Personal Protective Equipment (PPE) Jacket (vest) and Visors for Deminers in demining Operations MHC&WS/NMAC/PPES/2026
ITB 2.1	The source of funding is GOSL
	B. Contents of Bidding Documents
ITB 7.1	Contact details for clarification purpose Contact Person: Accountant Address : Ministry of Housing, Construction and Water Supply, Housing and Construction Section, Finance Branch, 2nd Floor, Sethsiripaya Stage I, Battaramulla Telephone No: 0112865291/0112887380 Email- **nmacsrilanka@gmail.com** Last Date of clarification 15th September 2026 All clarification shall be forwarded to the above email
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents with the bid: **i.** If the bid submitted by a party other than the manufacturer, such as an importer, a trader, an agent, who will act as the supplier and sign the contract, such bidders shall submit a statement by the manufacturer certifying that the bidder is authorized to offer goods manufactured by him and the manufacturer will assume all warranty obligations **(Use the format given in this document for section V Bidding Forms "Manufacturer's Authorization"** ii. The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a. Bids submitted by a limited liability Company or a Corporation: A notarized Power of Attorney; or a Board resolution certified by a Company Secretary.

	b. Bids submitted by a single Proprietor: Signature of the Proprietor or notarized Power of Attorney. c. Bids submitted by a Partnership: Notarized Power of Attorney. A Copy of the partnership agreement shall be submitted with the power of Attorney. iii. Certificate of incorporation of company/ Certificate of Business Registration iv. The requirements under the Public Contract Act (PCA) No. 03 of 1987. The bidder should submit the original with the bid. v. Company Article vi. Latest last two years Audited Financial Statements vii. Brochures, Technical Literature, Pamphlets, Drawings etc. to comply with the technical specifications of the items viii. Lab Test Report obtained during 2026 provided by Manufacture ix. Certificate to confirm that PPE Jackets (VEST) and Visors are comply with NATO STANAG 2920 standard x. Manufacturer's warranty on equipment Performance xi. Authorization letters by bidder for availability of spare parts xii. User manual in English
ITB 13.1	Alternative or Options Bid shall not be considered. One bid is allowed for a bidder
ITB 14.3	Bids must be submitted for all quantities **Items** / **Quantity (No. s)** PPE Jacket (Vest) / 250 PPE Visors / 250
ITB 14.4	SSCL will not be considered as separate tax and supplier need to be included it to price of item
ITB 18.1 (b)	International comprehensive warranty should be minimum 3 years for PPE Jackets and minimum 1 year for visors
ITB 19.1	The bid shall be validity until 16.12.2026
ITB 20.1	The bid shall include a bid security guarantee. This guarantee shall be i. An unconditional on demand bank guarantee ii. Issued by any commercial bank operated in Sri Lanka and approved by the Central Bank of Sri Lanka iii. in favor of Secretary, Ministry of Housing, Construction and Water Supply In the form included in section V of the bidding forms
ITB 20.2	The amount of the Bid Security must be LKR six hundred sixty thousand (Rs. 660,000/-)

	The Bid security shall be valid until 13.01.2027 Bid Security shall be addressed to Secretary Ministry of Housing, Construction and Water Supply)
	D. Submission and Opening of Bids
ITB 22.2 (c)	**The inner and outer envelops shall be marked as the** Supply of PPE Jackets (vest) and Visors for Deminers in demining Operations – 2026 **and address to** Secretary Ministry of Housing, Construction and Water Supply, Housing and Construction Section, Finance Branch, 2nd Floor, Sethsiripaya Stage I, Battaramulla and **Bid No: MHC&WS/NMAC/PPES/2026** **"Do not open before 1.00p.m. September 17, 2026**
ITB 23.1	**The bidders shall submit their bid to the following address** Secretary, Ministry of Housing, Construction and Water Supply (Housing and Construction Section), 2nd Floor, Finance Branch, Sethsiripaya Stage I, Battaramulla. **MHC&WS/NMAC/PPES/2026** The Dead line for the submission of Bid is : Date: 17th September 2026 Time:1.00 p.m
ITB 26.1	Bid Opening Date: 17th September 2026 Place: Ministry of Housing, Construction and Water Supply (Housing and Construction Section), 2nd Floor, Sethsiripaya Stage I, Battaramulla Venue: Finance Division Time: 1.00 p.m
	E. Evaluation and Comparison of Bids
ITB 34.1	**Domestic Preference is not allow**
ITB 35.3(d)	a) Deviations in Delivery schedule Option 1 is selected b) Deviations in payment schedule Option 1 is selected
ITB 35.4	The following methodologies will be used for evaluation a) Compatibility with qualification criteria outlined in IFB and described in section III b) Completeness of submission of bidding forms outline in section IV-Bidding Forms c) Completeness of submission of required schedules outline in section V-Schedules of requirement d) Duely signed of Bid submission e) Submission of power of attorney as per described in BDS 11.1e f) Compatibility with schedules of requirement g) Compatibility with international standards h) Price and discount offer by the bidder i) Warranty period

ITB 37.2	Post qualification criteria i. Submission of manufacturer Authorization ii. Financial capacity - The Average Net profit for last 2 years should be positive (Net Worth= Assets-Liabilities) - Last 2 years Liquid asset should be positive (Liquid Asset= Current Assets- Current Liabilities - closing stocks) iii. Technical Capacity- bidder shall able to supply spare parts when requested by the Employer and bidder shall have maintenance staff iv. The sample of the lowest evaluated bidder shall be tested in field. The following factors and methodology will be used for test the quality of items: Sealed sample of PPE jacket and visor should be submitted to the Ministry of Housing, Construction and Water Supply (Housing and Construction Section), 2nd Floor, Finance Branch, Sethsiripaya Stage I, Battaramulla and sample will be opened at the time of the field test. • Field test methodology - Ampakman Range (Sri Lanka Army) is used to conduct field test - Each PPE Jacket (vest) and Visor is tested by using 240 grams of TNT distance of 60 cm by using, minimum of 1 meter of detonating cord and one electric detonator - 3 no. of Military participants who nominated by Office of Chief Field Engineer (OCFE) and BEC members will be participated to field test The bidder or authorized representative shall be participated for field test. If the bidder or authorized representative not participated to field test, any objection raised from bidder in related to field test will not be considered.
Pre bid meeting	Pre- Bid Meeting will be held on 09th September 2026 at 10.00 a.m at Auditorium, Ministry of Housing, Construction and Water Supply, Housing and Construction Section, 2nd floor, Sethsiripaya Stage I, Battaramulla.
Appeal	**All procurement appeals must be submitted within seven (07) days of the bidder being notified by the** Secretary Ministry of Housing, Construction and Water Supply **regarding the intention to award the contract to the successful bidder. A non-refundable payment of LKR 10,000.00 must be made in cash to the** Ministry of Housing**,** Construction and Water Supply **NMAC shroff at the time of submission.** **Each appeal must be addressed to the** Secretary Ministry of Housing, Construction and Water Supply**,** 2nd floor, Sethsiripaya Stage I, Battaramulla. **Appeals will be reviewed by an independent Appeal Board appointed by the** Secretary Ministry of Housing, Construction and Water Supply

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used. [The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Contents

Section III- Evaluation and Qualification Criteria

1. Qualification Criteria

The purchaser shall meet the following qualification criteria

i. Bidder shall able to supply spare parts as requested by the Employer

ii. Bidder shall have maintenance staff for the items to be quoted

iii. The Bidder shall also submit the original of registration issued under Public Contract Act (PCA) No. (03) Of 1987

Evaluation Criteria (ITB 35.3 (d))

The purchaser's evaluation of a bid may take in to 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 methodologies.

(a) Delivery schedule 27

Option 1

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both date inclusive) specified in Section VI, Delivery schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, as adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.

Option 2

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, and 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.

Option 3

The goods covered under this invitation are required to be delivered in partial shipments as specified in the Schedule of Requirements. Bids offer in deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price by factor equal to a percentage, specified in the **Bid Data Sheet**, of price per week of variation from the specified delivery schedule.

(b) Deviation in payment schedule.*(insert 1 of the following)*

(I) *Bidders shall state their bid price for the payment schedule outline In the Contract Data. Bid shall be evaluated on the basis of this base price. Bidders are, how ever, permitted to state and alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule out lined in the Contract Data.*

or

(II) The Contract Data stipulate the payment schedule specified by the purchaser. If a bid deviates from the schedule and if such deviation

is considered acceptable to purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms out lined in the bid as compared with those stipulated in the Contract Data, at the rate per annum specified in BDS Sub-Clause 35.3(d).

(c) Cost of major replacement components, mandatory spare parts, and service.*[insert one of the following]*

(i) *The list of items and quantities a major assemblies, components and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 17.3, is in the List of Goods. and adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only. At quantities*

or

(ii) *The Purchaser will draw up a list of high - usage and high - value items of components and spare parts, along with estimated quantity 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 evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 35.3 (d)]

2. Evaluation criteria (ITB 35.4)
(describe the methodology)

3. Multiple Contract (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 Bidders qualification.

(a) Financial Capability
The Bidders shall furnish documentary evidence that it meets the following financial requirement (s): *[list the requirement (s)]*

(b) Experience and Technical Capacity
The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirements (s): *[list the requirement (s)]*

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods its offers meet the following usage requirement:*[list the requirement (s)]*

4 Domestics preference (ITB 34.1)

If the Bidding Data Sheet show 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 procedure out lined 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 bid 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 the further comparison only and amount equal to......... % of the bid price.[28]:

[28] For GOSL funded projects select 20 and **WB** or **ADB** funded project select 1

Section IV. Bidding Forms

Table of Forms

1. Bid Submission Form (Original and Duplicate)
2. Power of Attorney (No preset format) Standard format shall be used by the bidder)
3. Bidder's Details
4. Price Schedule (Original and Duplicate)
5. Bid Security (Guarantee)
6. Bid-Securing Declaration
7. Manufacturer's Authorization
8. Non Collusion Declaration

ORIGINAL

1. Bid Submission Form

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

Date:.......................................
[Insert date of Bid Submission]

No.: …………………………….
[insert number of bidding process]

To: Chairman,
Project Procurement Committee
National Mine Action Centre
Ministry of Housing, Construction and Water Supply

We, the undersigned, declare that:

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

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedules of Requirements the following Goods; ....

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

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

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

(g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(h) Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract has not been declared blacklisted by the National Procurement Agency;

(i) 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.

(j). We understand that you are not bound to accept the lowest evaluated bid or any other bid that you 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]*

DUPLICATE

1. Bid Submission Form

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

Date:......................................
***[**Insert date of Bid Submission]*

No.: …………………………….
[insert number of bidding process]

To: Chairman,
Project Procurement Committee
National Mine Action Centre
Ministry of Housing, Construction and Water Supply

We, the undersigned, declare that:

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

(e) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedules of Requirements the following Goods; ....

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

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

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, 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;

(i) 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;

(j) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(k) 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;

(i) 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.

(j). We understand that you are not bound to accept the lowest evaluated bid or any other bid that you 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]*

2. Power of Attorney

No preset format

In accordance with Instruction 11(e) of Section II – Bid Data Sheet (BDS), the Bidder shall use the standard format.

3. Bidder's Details

1.	Name of the Business Entity	
2.	Business Registration and Number	
3.	Registration Law	
4.	Place of Registration	
5.	Address of the corporate Head Quarters	
6.	Telephone Number	
7.	Email address	
8.	Website	
9.	Address for communication	
10.	Standard Certifications	
	Particulars of authorized signatory (Notarized Power of attorney should be attached)	
11.	Name	
12.	Position/ Designation	
13.	Contact Mobile Number	
14.	E- mail address	
15.	Authorized Signatory	
	Maintains staff availability	
16.	No. of maintenance staff available	
	Certification by accredited Standards (copies should be attached with the Bid)	

…………………….. ……………

Authorized signatory Date

Official Seal

Price Schedule

[The Bidder shall fill in these 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 in the Schedule of Requirements.]

4. PRICE SCHEDULE

Note: 1. Unless otherwise allowed under ITB Clause 15, the bidders are required to quote the prices under 'A' columns;

2. Bidders may quote prices under 'B' columns only if the ITB Clause 15 provides provisions to bid in foreign currencies for the line item

.

1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*	*13*	*14*	*15*
			Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)							Goods to be imported and supply *(if allowed in biddin*				
			A							B				
Line Item No.	Description of Goods or related services	Qty and unit	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)	Unit price (foreign cost)[29]		foreign cost per line item (Col. 3x12)		All related costs to deliver t to their final destination inc duties, sales and other taxe transportation, insurance. Excluding VAT
										currency	Amount	Currency	Amount	Sri Lankan Rupees (L
1	PPE Jackets (Vest)	250												
2	Visors	250												
					Total						Total			

Write the discounted price if any

DUPLICATE

4.PRICE SCHEDULE

Note: 1. Unless otherwise allowed under ITB Clause 15, the bidders are required to quote the prices under 'A' columns;
3. Bidders may quote prices under 'B' columns only if the ITB Clause 15 provides provisions to bid in foreign currencies for the line item

.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
			Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)							Goods to be imported and supply *(if allowed in biddin*				
			A							B				
Line Item No.	Description of Goods or related services	Qty and unit	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)	Unit price (foreign cost)[29]		foreign cost per line item (Col. 3x12)		All related costs to deliver t to their final destination inc duties, sales and other taxes transportation, insurance. Excluding VAT
										currency	Amount	Currency	Amount	Sri Lankan Rupees (L
1	PPE Jackets (Vest)	250												
2	Visors	250												
					Total						Total			

Write the discounted price if any

5. Bid Guarantee

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

[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: ---------------------------- *[name and address of Purchaser]*

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)]

6. Bid-Securing Declaration

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

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

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

*Name of contract -- *[insert name]*

*Contract Identification N^{o} --------- *[insert number]*

*Invitation for Bid No. -------------- *insert number]*

*To: --------------- *[insert the name of the Purchaser]*

We, the undersigned, declare that:

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

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

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

Dated on *[insert day]* day of *[insert month], [insert year]*

7. Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid Submission]*
No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

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]*

Non-collusion Declaration

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

1. List of Goods and Delivery Schedule
2. Technical Specification

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

<table>
<tr><th rowspan="2">Line Item N°</th><th rowspan="2">Description of Goods</th><th rowspan="2">Quantity</th><th rowspan="2">unit</th><th rowspan="2">Final (ProjectSite) Destination asspecified in BDS</th><th colspan="2">Delivery Date</th></tr>
<tr><th>Earliest DeliveryDate</th><th>Bidder's offered Delivery date [to beprovided by the bidder]</th></tr>
<tr><td>1</td><td>PPE Jacket (Vest)</td><td>250</td><td>Nos</td><td rowspan="2">Sri Lanka Army Engineering Brigade Boo – Oya</td><td rowspan="2">45 days from Date of Awarding</td><td rowspan="2"></td></tr>
<tr><td>2</td><td>Visors</td><td>250</td><td>Nos</td></tr>
</table>

Name of Signature ……………………………………………………………………………

Signature ……………………………………………………………………………..

Date ……………………………………………………………………………..

Company Seal …..………………………………………………………………… ..

2. Technical Specifications

2.1 PPE Jacket (Vest)

2.2 Visors

SPECIFICATIONS FOR PPE VEST




S/N	ARMY REQUIREMENT	TENDERER'S SPECIFICATIONS
1. 2. 3.	**GENERAL** After taking all primary means for preventing explosive injuries in Mine Action the PPE is provided as a secondary safeguard to protect against the relatively small risk that remains. Any PPE provided shall not restrict the application of demining tools and processes, nor EOD processes, PPE for de-miners should be wipe-clean outer fabric covers the inner core consisting of multi-layer Kevlar fabric. The inner core is layered and stitched in a manner that allows the amour to be extremely soft and pliable, maximizing user comfort. The jacket should be able to provide following advantages; a. Protection against the blast of AP mines. b. Light and cool to wear in hot climates. c. Quick to put on and easy to adjust. d. Durable and easy to maintain. **Performances** PPE Vest should be capable of satisfying the ballistic test outlined in STANAG 2920, achieving a V50 rating (dry) of 450 m/s for 1.102 g fragments. It shall also be capable of protecting the chest, abdomen and groin area against the blast effects of 240 g of TNT at 60 cm from the closest part of the body. Dimensional data and features a. **Weight**: 2kg to 4 kg.	

	b. **Sizes**: Bidder should supply PPE jackets in free size, the neck hole of the PPE jacket must be provided with an adjustable feature to eliminate any gap between the face shield and the neck collar. The PPE jacket should be able to accommodate individuals with Small and Medium body sizes comfortably. c. **Transport case**: One for each. d. **Color**: Jackets should be olive green or UN blue color. **e. Tighten straps**: **The horizontal tightening straps of the PPE jacket shall be fixed on both sides of the shoulders of the jacket.** **<u>SUPPLIER SHOULD INDICATE FOLLOWING DETAILS</u>** a. Complete technical details. (Including certified lab reports for textile) b. Warranty period – Required have minimum 03Year equipment performance warranty. c. Country of Manufacturer and the Year of manufacture. d. Repair facilities available in Sri Lanka.	

SPECIFICATIONS FOR VISOR

  

S/N	ARMY REQUIREMENT	TENDERER'S SPECIFICATIONS
	GENERAL	
1.	Visors shall be worn at all times by all staff when conducting clearance operations or when the individual is operating in a hazardous environment where there is the risk of a detonation resulting in a blast or fragmentation hazard. Visors are to be worn in the closed down position and worn correctly over the eyes.	
2.	**SPECIFICATIONS** a. **Face Shield** - Optical quality thermo formed polycarbonate (Thickness of visor 6mm). b. **Neck Skirt** - Padded flame retardant leatherette. c. **Retention System** – The visor head band should firmly secured to visor face shield and it needs to allow deminers to easily adjust therefore, either side face shield fasten metal nuts should be steel butterfly nuts with steel washers. d. **Protection** - Visor that is held over the eyes in a frame that prevents blast ingress from beneath. The visor shall be capable of retaining integrity against the blast effects of 240 g of TNT at 60 cm. It is recommended that visor be a part of frontal head protection capable of protecting against the blast effects of 240 g of TNT at 60 cm and of providing full frontal coverage of face and throat. e. **Flame Resistance**. f. **Abrasion Resistance** – Easily replaceable scratch shield in 0.7 mm polycarbonate, which protects the face shield during use, transportation and storage. g. **Anti-fogging -** Face shield inner surface permanently coated with anti-fog agent. h. Head-frames - Fabricated from ballistic polyamide for durability. The fixings are made from heat-formed polycarbonate, which provides durability and flexibility. It should be removable, washable and sweatband to add to the wearer's comfort.	

	i. **Weight** – 1Kg($\pm$ 200g) j. **Sizes** – one size fits to all 1) Height(29.2cm-29.5cm) 2) Width(22.85cm-23.5cm) k. **Transport case** – Cloth bag for each. l. **Color** – Olive Green or UN Blue. **<u>SUPPLIER SHOULD INDICATE FOLLOWING DETAILS</u>** a. Complete technical details. b. Warranty period – The equipment performance warranty for minimum 01 Year. c. Country of Manufacturer and the Year of manufacture. d. Availability of spare parts. e. Repair facilities available in Sri Lanka.	

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 therefrom, 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 coract.

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 ofthe 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 bythe 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 travelin g 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 noticepursuant 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 arisin g 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 tothe 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 ContractPrice 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 Claus e14.

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 performanceof 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.

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

CC 1.1(i)	The Purchaser is : Secretary, Ministry of Housing, Construction and Water Supply (Housing and Construction Section), Sethsiripaya, Stage I, Battaramulla on behalf of National Mine Action Centre
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: Sri Lanka Army Engineering Brigade – Boo Oya
CC 8.1	For notices, the Purchaser's address shall be: Attention: Accountant Address: Ministry of Urban Development, Construction and Housing (Housing and Construction Section), Sethsiripaya, Stage I, Battaramulla on behalf of National Mine Action Centre Telephone: 0112865291 Electronic mail address: nmacsrilanka@gmail.com
CC 12.1	Details of Shipping and other Documents to be furnished by the Supplier are – N/A
CC 15.1	CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Sri Lanka Rupees. (a) Advance- 30% mobilization Advance. Advance will be paid withing 15 days after signing of the agreement subject to submission of advance bank guarantee. This guarauntee shall be - An unconditional on demand bank guarantee - Issued by any commercial bank operated in Sri Lanka and approved by the Central Bank of Sri Lanka - in favor of Secretary, Ministry of Housing, Construction and Water Supply - In the form included in section VIII of the contract forms (b) Final payment – seventy percent (70%) of the contract price shall be released upon delivery of the goods and submission of the Technical Compliance Report issued by the Sri Lanka Army Engineering Brigade.

CC 17.1	Two Performance Securities shall be submitted, one for PPE jacket and one for Visors. Each Performance security shall be in the amount of ten per cent (10%) of the value quoted for the item and shall remain valid for a period of twenty eight (28) days beyond the warranty period. i. An unconditional on demand bank guarantee ii. Issued by any commercial bank operated in Sri Lanka and approved by the Central Bank of Sri Lanka iii. In favor of Secretary, Ministry of Housing, Construction and Water Supply iv In the form included in section VIII of the Contract forms
CC 25.1	The inspections and tests shall be conducted by the supplier to ensure compliance of the goods supplied to the laid down specifications.
CC 25.2	Upon receipt of the consignment, the items will undergo inspection by the Acceptance Committee (AC) of Ministry of Housing, Construction and Water Supply appointed by the Secretary of Ministry of Housing, Construction and Water Supply at final destination mentioned in contract data C. C 1.1. Upon completion of this process, the consignment will be accepted.
CC 26.1	The liquidated damage shall be Rs. 200,000/- per week The maximum amount of liquidated damages shall be 10 % of initial Contract sum

Section VIII. Contract Forms

1. Contract Agreement
2. Performance Security
3. Guarantee for Advance Payment

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:--------------------------- *[Name and Address of* Employer*]* ---------------------

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 dateincluding 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)]

3. Guarantee for Advance Payment

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

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title: *[insert number and title of bidding process]*

[is'uing agency's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of issuing agency]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)[50] in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date[51]]*.

____
[signature(s) of authorized representative(s) of the issuing agency]