

# Procurement of Goods under National Shopping Procedure

# Invitation of Quotations For Procurement of Surgical Consumable Items For Radiology 2025 - AE

Tender No. Q 047(25SR2)/24/24

BID CLOSING DATE & TIME: 28.11.2024 at 10.00 a.m.

Please check the document with the serial number before taking over the tender document

SRI JAYEWARDENEPURA GENERAL HOSPITAL THALAPATPITIYA NUGEGODA. 28.07.2024 33/25/NSP/RDL

## Section I. Instructions to Vendors (ITV)

|   | A: General  |
|---|---|
| 1. Scope of Bid   | 1.1 The Purchaser named in the Data Sheet invites you to submit a quotation for the supply of Goods as specified in Section III Schedule of Requirements. Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. The Purchaser may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a quotation after expressing the intention as above.  |
|   | B: Contents of Documents  |
|   | 2.1 The documents consist of the Sections indicated below.  |
| 2. Contents of Documents                                  | <ul> <li>Section I. Instructions to Vendors (ITV)</li> <li>Section II. Data Sheet</li> <li>Section III. Schedule of Requirements</li> <li>Section IV. Technical Specifications &amp; Compliance with Specifications</li> <li>Section V. Quotation submission Form(s) A,B,C</li> <li>Section VI . Specimen form for Bank Guarantee</li> <li>Section VII . Specimen form for Performance Guarantee</li> </ul>   |
|   | C: Preparation of Quotation   |
| Documents<br>Comprising your<br>Quotation                 | <ul> <li>3.1 The Quotation shall comprise the following:</li> <li>(a) Quotation Submission Form and the Price Schedules;</li> <li>(b) Technical Specifications &amp; Compliance with Specifications</li> </ul>  |
| 4. Quotation<br>Submission<br>Form and Price<br>Schedules | <ul> <li>4.1 The vendor shall submit the Quotation Submission Form using the form furnished in Section V. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</li> <li>4.2 Alternative offers shall not be considered. The vendors are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.</li> </ul>   |
| 5. Prices and Discounts                                   | <ul> <li>5.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules.</li> <li>5.2 The price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered.</li> <li>5.3 The applicable VAT shall be indicated separately.</li> <li>5.4 Prices quoted by the vendor shall be fixed during the vendor's performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non responsive and may be rejected.</li> </ul> |

| 6. Currency   | 6.1 The vendors shall quote only in Sri Lanka Rupees.  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|
|   | 7.1 The vendor shall furnish as part of its quotation the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, "Technical Specifications & Compliance with Specifications".  |  |  |  |  |  |  |  |
| 7. Documents to Establish the Conformity of the Goods | 7.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given.                                     |  |  |  |  |  |  |  |
|   | 7.3 If stated in the Data Sheet the vendor shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.   |  |  |  |  |  |  |  |
| 8. Period of<br>Validity of<br>quotation              | 8.1 Quotations shall remain valid for the period of sixty (60) days after the quotation submission deadline date.  |  |  |  |  |  |  |  |
| 9. Format and<br>Signing of<br>Quotation              | 9.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the vendor.  |  |  |  |  |  |  |  |
|   | 10.1 Supplier should furnish a <b>Bid Bond</b> at an amount as per in Data Sheet for a period of 06 months from the date of closing the tender. Bank guarantee can be obtain from reputed bank accepted by Central Bank of Sri Lanka, Insurance agency as per specimen form or can be deposit by a cash to accountant SJGH and copy of receipt to attached with offer.   |  |  |  |  |  |  |  |
|   | 10.2 If Failed to provide Bid Security offer will rejected.  |  |  |  |  |  |  |  |
| 10. Bid<br>Security &                                 | 10.3 If the supplier failed to meet terms and condition of this tender ,bond will be encased.  |  |  |  |  |  |  |  |
| Performance<br>Security.                              | 10.4 Successful supplier should furnish "on demand performance bond" amount as per in data sheet within 14 days of the purchase order date if required. Validity period of the performance bond should be 12 months Failure to meet the delivery the Hospital authority has right to forfeit the performance bond without prior notice. The order will be cancelled if the performance bond is not forwarded within the stipulated period. As per in Specimen form |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |  |

# **D:** Submission and Opening of Quotation

| 11. Submission of Quotation | 11.1 Vendors may submit their quotations by mail or by hand in sealed envelopes addressed to the Purchaser bear the specific identification of the contract number. |
|-----------------------------|---|
|-----------------------------|---|

|  | 11.2 If the quotation is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the quotation.      |
|--|--|
| 12. Deadline for<br>Submission of<br>Quotation | 12.1 Quotation must be received by the Purchaser at the address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet. |
| 13.<br>Late Quotation                          | 13.1 The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITV Clause 12.1 above.                    |
| 14. Opening of Quotations                      | 14.1 The Purchaser shall conduct the opening of quotation in public at the address, date and time specified in the Data Sheet.   |
|  | 14.2 A representative of the bidders may be present and mark its attendance.   |

# **E:** Evaluation and Comparison of Quotation

| 15.<br>Clarifications                  | <ul> <li>15.1 To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any vendor for a clarification of its quotation. Any clarification submitted by a vendor in respect to its quotation which is not in response to a request by the Purchaser shall not be considered.</li> <li>15.2 The Purchaser's request for clarification and the response shall be in writing.</li> </ul>   |
|--|--|
| 16.<br>Responsiveness<br>of Quotations | <ul> <li>16.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received.</li> <li>16.2 If a quotation is evaluated as not substantially responsive to the issued, it may be rejected by the Purchaser.</li> </ul>  |
| . 17. Evaluation of quotation          | <ul> <li>17.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</li> <li>17.2 To evaluate a quotation, the Purchaser may consider the following: <ul> <li>(a) the Price as quoted;</li> <li>(b) price adjustment for correction of arithmetical errors;</li> <li>(c) price adjustment due to discounts offered.</li> </ul> </li> <li>17.3 The Purchaser's evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods.</li> </ul> |
| .18. Purchaser's                       | 18.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to   |

| Right to Accept   | acceptance, without thereby incurring any liability to bidders. |
|-------------------|---|
| any Quotation,    |   |
| and to Reject any |   |
| or all Quotations |   |
|                   |   |

# F: Award of Contract

| 19. Acceptance of the Quotation | 19.1 The Purchaser will accept the quotation of the vendor whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued. |
|---------------------------------|--|
| 20. Notification of acceptance  | 20.1 Prior to the expiration of the period of validity of quotation, the Purchaser will notify the successful vendor, in writing, that its quotation has been accepted.            |

# Section II Data Sheet

| ITV Clause<br>Reference  |   |  |  |  |  |  |  |
|--|---|--|--|--|--|--|--|
| 1.1  | The Purchaser is : Sri Jayewardenepura General Hospital.  Address: Thalapathpitiya, Nugegoda  |  |  |  |  |  |  |
| If the bidder is allowed to quote for less than the all the items specified indicate the details.  5.1  "Bidder can quote one or more item from the list." |   |  |  |  |  |  |  |
| 7.3  | Manufacture's Authorization is/ is not required.  |  |  |  |  |  |  |
| 10.1   | Amount of the Bid Security - Please refer Section IV: Technical Specification & Compliance Supplier can provide one Bid Bond with total amount mentioning the quoted item and the value.  |  |  |  |  |  |  |
| 10.4   | Amount of Performance Security - If exceeded Rs.500,000.00, 10% of Order Value  |  |  |  |  |  |  |
| 12.1   | Address for submission of Quotations is:  Chairman,  Sri Jayewardenepura General Hospital,  Thalapathpitiya,  Nugegoda.  Deadline for submission of quotations is: 28.11.2024 at 10.00 a.m.   |  |  |  |  |  |  |
| 14   | The quotations shall be opened at the following address:  Lecture Hall of Sri Jayewardenepura General Hospital  |  |  |  |  |  |  |
| 17   | Other factors that will be considered for evaluation are (List and describe the methodology):  Valid NMRA Certificate copy should be attached for each of the items you have quoted  Samples should be provided for on request/ all items before closing of tender. If failed, offer will not be considered for evaluation purpose. All samples should be labeled with <i>Tender No, Item No. and Bidder's Name</i> clearly and forward to the supplies office. |  |  |  |  |  |  |

# Section III: - A Schedule of Requirements

#### REF NO Q 047 (25SR2) /24 CLOSSING DATE AND TIME 28.11.2024 10.00AM

|             |                                 |          |      |                      |                          |                                       | Delivery Date/                   | s .   |
|-------------|---------------------------------|----------|------|----------------------|--------------------------|---------------------------------------|----------------------------------|---|
| Item<br>No. | Description of Goods            | Quantity | Unit | Required installment | Final<br>destinatio<br>n | Transportation and any other services | Delivery date/s or installment   | Bidder's offered Delivery date [to be provided by the bidder] |
| 1           | Ultra Sound Scan Gel 5L         | 100      | Nos  |                      | SJGH                     | PROVIDED BY<br>BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |   |
| 2           | Trucut Biopsy Needle 14G x 10cm | 80       | Nos  |                      | SJGH                     | PROVIDED BY<br>BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |   |
| 3           | Trucut Biopsy Needle 16G x 10cm | 10       | Nos  |                      | SJGH                     | PROVIDED BY<br>BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |   |
| 4           | Trucut Biopsy Needle 18G x 10cm | 5        | Nos  |                      | SJGH                     | PROVIDED BY<br>BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |   |
| 5           | Trucut Biospy Needle 18G x 25cm | 113      | Nos  |                      | SJGH                     | PROVIDED BY<br>BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |   |
| 6           | Chiba Needle 22G x 22cm         | 20       | Nos  |                      | SJGH                     | PROVIDED BY<br>BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |   |

| Name of Bidder:     |      |
|---------------------|------|
| Signature of Bidder |      |
| Name of Signatory:  | Date |

# Section III: - B Schedule of Requirements

### REF NO Q 047 (25SR2) /24 CLOSSING DATE AND TIME 28.11.2024 10.00AM

|             |  |          |      |                      |                          |                                       | Delivery Date/s                  |  |
|-------------|--|----------|------|----------------------|--------------------------|---------------------------------------|----------------------------------|--|
| Item<br>No. | Description of Goods                         | Quantity | Unit | Required installment | Final<br>destinatio<br>n | Transportation and any other services | Delivery date/s or installment   | Bidder's offered<br>Delivery date [to<br>be provided by<br>the bidder] |
| 7           | Seldinger Chest Drains 12F                   | 10       | Nos  |                      | SJGH                     | PROVIDED<br>BY BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |  |
| 8           | Seldinger Chest Drains 16F                   | 10       | Nos  |                      | SJGH                     | PROVIDED<br>BY BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |  |
| 9           | Nephrostomy Tube (PCN) 7F                    | 20       | Nos  |                      | SJGH                     | PROVIDED<br>BY BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |  |
| 10          | Nephrostomy Tube (PCN) 8F                    | 20       | Nos  |                      | SJGH                     | PROVIDED<br>BY BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |  |
| 11          | Nephrostomy Tube (PCN) 9F                    | 20       | Nos  |                      | SJGH                     | PROVIDED<br>BY BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |  |
| 12          | Nephrostomy Tube (PCN) Direct<br>Puncture 7F | 20       | Nos  |                      | SJGH                     | PROVIDED<br>BY BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |  |
| 13          | Nephrostomy Tube (PCN) Direct<br>Puncture 8F | 10       | Nos  |                      | SJGH                     | PROVIDED<br>BY BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |  |
| 14          | Scanning Thermal Paper Roll                  | 100      | Nos  |                      | SJGH                     | PROVIDED<br>BY BIDDER                 | AS PER THE INSTALLMENTS SCHEDULE |  |

| Name of Bidder:     |      |
|---------------------|------|
| Signature of Bidder |      |
| Name of Signatory:  | Date |

# Section IV: - A Technical Specification & Compliance

#### REF NO O 047 (25SR2) /24 CLOSSING DATE AND TIME 28.11.2024 10.00AM

| Item and<br>Name | Component Description   | Minimum Specifications | Bid Bond<br>Amount Rs. | Bidder's<br>Response<br>(Yes/No) | If "No" comment/s on the offer |
|------------------|-------------------------|------------------------|------------------------|----------------------------------|--------------------------------|
| 1                | Ultra Sound Scan Gel 5L |                        |                        |                                  |                                |
| 2                | Trucut Biopsy Needle    | 14G x 10cm             | 5,000.00               |                                  |                                |
| 3                | Trucut Biopsy Needle    | 16G x 10cm             |                        |                                  |                                |
| 4                | Trucut Biopsy Needle    | 18G x 10cm             |                        |                                  |                                |
| 5                | Trucut Biospy Needle    | 18G x 25cm             | 7,000.00               |                                  |                                |
| 6                | Chiba Needle            | 22G x 22cm             |                        |                                  |                                |

| Name of Bidder:     |               |
|---------------------|---------------|
| Signature of Bidder |               |
| Name of Signatory:  | Date          |
|                     | (Company Seal |

# Section IV: - B Technical Specification & Compliance

#### REF NO Q 047 (25SR2) /24 CLOSSING DATE AND TIME 28.11.2024 10.00AM

| Item and<br>Name | Component Description       | Minimum Specifications   | Bid Bond<br>Amount Rs. | Bidder's<br>Response<br>(Yes/No) | If "No" comment/s on the offer |
|------------------|-----------------------------|--------------------------|------------------------|----------------------------------|--------------------------------|
| 7                | Seldinger Chest Drains      | 12F                      |                        |                                  |                                |
| 8                | Seldinger Chest Drains      | 16F                      |                        |                                  |                                |
| 9                | Nephrostomy Tube            | (PCN) 7F                 |                        |                                  |                                |
| 10               | Nephrostomy Tube            | (PCN) 8F                 |                        |                                  |                                |
| 11               | Nephrostomy Tube            | (PCN) 9F                 |                        |                                  |                                |
| 12               | Nephrostomy Tube            | (PCN) Direct Puncture 7F |                        |                                  |                                |
| 13               | Nephrostomy Tube            | (PCN) Direct Puncture 8F |                        |                                  |                                |
| 14               | Scanning Thermal Paper Roll |                          |                        |                                  |                                |

| Name of Bidder:     |      |
|---------------------|------|
| Signature of Bidder |      |
| Name of Signatory:  | Date |
|                     |      |

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# Section V

# A. Quotation Submission Form

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

|     | <b>Date:</b> 2024  |
|-----|--|
|     | To: Chairman, Sri Jayawardenepura General Hospital , Thalapathpitiya, Nugegoda   |
|     | We, the undersigned, declare that:   |
|     | (a) We have examined and have no reservations to the document issued;  |
| (b) | We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods   |
|     |  |
| (c) | The total price of our quotation including any discounts offered is Rupees   |
| (d) | Our quotation shall be valid for the period of time specified in ITV Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITV Sub-Clause 11.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period; |
| (e) | We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.   |
| (f) | We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.   |
|     | Signed:  |
|     | Capacity:  |
|     | Name:  |
|     | Dated:   |
|     | Company Seal   |

# B. **Bidders Information Sheet.**

| 1.   | Bidder's Name:                      |
|------|-------------------------------------|
| 2.   | Address :                           |
|      |                                     |
| 3.   | Telephone No.:                      |
| 4.   | Fax No. :                           |
| 5.   | Contact Person:                     |
| 6.   | Vat Registration No. :              |
| 7.   | Bank Guarantee Detail.: Amount Rs.: |
|      | Bank :                              |
|      | Guarantee No/ Cash Receipt No. :    |
|      |                                     |
|      |                                     |
| Bidd | ler's Signature :                   |
| Man  | e of Signatory:                     |
| Date | › :                                 |

Company Seal

C. <u>Price Schedule - A</u>
REF NO O 047 (25SR2) /24 CLOSSING DATE AND TIME 28.11.2024 10.00AM

| KEI         | NO Q 047 (258R2)/24 CLOS           | SINO DA  | IIL AIN | D 111VIE 20.11    | .2024 10.00AW                    |                         |                                 | 1                           |         |
|-------------|------------------------------------|----------|---------|-------------------|----------------------------------|-------------------------|---------------------------------|-----------------------------|---------|
| 1           | 2                                  | 3        | 4       | 5                 | 6                                | 7                       | 8                               | 9                           | 10      |
| Item<br>No. | Description of goods               | Quantity | Unit    | Unit Price<br>Rs. | Sub Total - Rs [(6) = (3) x (5)] | VAT for sub total<br>Rs | Total Cost with VAT Rs. $8=6+7$ | Country of<br>Origin Insert | Remarks |
| 1           | Ultra Sound Scan Gel 5L            | 100      | Nos     |                   |                                  |                         |                                 |                             |         |
| 2           | Trucut Biopsy Needle 14G x<br>10cm | 80       | Nos     |                   |                                  |                         |                                 |                             |         |
| 3           | Trucut Biopsy Needle 16G x<br>10cm | 10       | Nos     |                   |                                  |                         |                                 |                             |         |
| 4           | Trucut Biopsy Needle 18G x<br>10cm | 5        | Nos     |                   |                                  |                         |                                 |                             |         |
| 5           | Trucut Biospy Needle 18G x<br>25cm | 113      | Nos     |                   |                                  |                         |                                 |                             |         |
| 6           | Chiba Needle 22G x 22cm            | 20       | Nos     |                   |                                  |                         |                                 |                             |         |
|             | Total                              |          |         |                   |                                  |                         |                                 |                             |         |

| Name of Bidder:     |      |
|---------------------|------|
| Signature of Bidder |      |
| Name of Signatory:  | Date |

(Company Seal)

<u>C Price Schedule - B</u>
REF NO Q 047 (25SR2) /24 CLOSSING DATE AND TIME 28.11.2024 10.00AM

| IXII.       | NO Q 047 (258R2)/24 CLOS                  | אם סווומי | IL AI | D 111VIL 20.11    | .2024 10.00AW                           |                         |                                 | , |         |
|-------------|---|-----------|-------|-------------------|---|-------------------------|---------------------------------|---|---------|
| 1           | 2   | 3         | 4     | 5                 | 6                                       | 7                       | 8                               | 9                                       | 10      |
| Item<br>No. | Description of goods                      | Quantity  | Unit  | Unit Price<br>Rs. | Sub Total - Rs $[(6) = (3) \times (5)]$ | VAT for sub total<br>Rs | Total Cost with VAT Rs. $8=6+7$ | Country of<br>Origin Insert             | Remarks |
| 7           | Seldinger Chest Drains 12F                | 10        | Nos   |                   |   |                         |                                 |   |         |
| 8           | Seldinger Chest Drains 16F                | 10        | Nos   |                   |   |                         |                                 |   |         |
| 9           | Nephrostomy Tube (PCN) 7F                 | 20        | Nos   |                   |   |                         |                                 |   |         |
| 10          | Nephrostomy Tube (PCN) 8F                 | 20        | Nos   |                   |   |                         |                                 |   |         |
| 11          | Nephrostomy Tube (PCN) 9F                 | 20        | Nos   |                   |   |                         |                                 |   |         |
| 12          | Nephrostomy Tube (PCN) Direct Puncture 7F | 20        | Nos   |                   |   |                         |                                 |   |         |
| 13          | Nephrostomy Tube (PCN) Direct Puncture 8F | 10        | Nos   |                   |   |                         |                                 |   |         |
| 14          | Scanning Thermal Paper Roll               | 100       | Nos   |                   |   |                         |                                 |   |         |
|             | Total                                     |           |       |                   |   |                         |                                 |   |         |

| Name of Bidder:     |      |
|---------------------|------|
| Signature of Bidder |      |
| Name of Signatory:  | Date |
|                     |      |

(Company Seal)

## **Manufacturer's Authorization**

[If requested under ITV clause 7.3, the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated.]

| Date:                |                 | 2024          |                         |                  |   |
|----------------------|-----------------|---------------|-------------------------|------------------|---|
| WHERE                | AS              |               |                         |                  |   |
| We                   |                 |               |                         |                  |   |
|                      | _               |               |                         |                  | official manufacturers of [insert type of goods             |
| manufac              | tured],         | havir         | ng factories            | at               |   |
| Manufac              | cturer's        | factories     | ], do                   | hereby           | [insert full address of authorize                           |
| Bidder] by us [      | to submit a q   | uotation the  | purpose of which i      | s to provide the | following Goods, manufactured to subsequently negotiate and |
| We here firm.        | eby extend o    | our full gua  | rantee and warranty,    | with respect to  | the Goods offered by the above                              |
|                      |                 |               | epresentative(s) of the |                  |   |
|                      |                 |               | rized representative(s  |                  |   |
| Title:<br>[insert ti |                 |               |                         |                  |   |
| Duly aut             | thorized to sig | gn this Autho | orization on behalf of  | :                |   |
|                      | omplete name    |               |                         |                  |   |
| Dated or             | n               | day of        | ,                       | [insert da       | ate of signing]   |

## 1. Contract Agreement

| THIS CONT | RACT AGREEMENT is made the day of, 2024  |
|-----------|--|
| BETWEEN   |  |
| (1)       | Sri Jayewardenepura General Hospital establish under Sri Jayewardenepura General Hospital Board Act No. 54 of 1983 and having its principal place of business at Thalapathpitiya, Nugegoda (hereinafter called "the Purchaser"), and |
| (2)       | , a corporation  |
|           | incorporated under the laws of   |
|           | er ] (hereinafter called "the  |
|           | Supplier").  |
| WHEREAS 1 | he Purchaser invited bids for certain Goods and ancillary services, viz.,  |
|           | pted a Bid by the Supplier for the supply of those Goods and Services in the sum of  |
|           | ) (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) Instruction to venders
  - (c) Data sheet
  - (d) Schedule of Requirements
  - (e) Technical Specification & Compliance with Specification.
  - (f) Quotation Submission Form
  - (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:                                |
| in the capacity of                     |
| the presence of ( witness) :           |
| For and on behalf of the Supplier      |
| Signed:                                |
| in the capacity of                     |
| in the presence of (official witness): |

# **Bid Security Guarantee**

| [This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]  |
|---|
| [insert issuing agency's name, and address of issuing branch or office]   |
| *Beneficiary: Chairman, Sri Jayewardenepura General Hospital  |
| 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  |
| 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)]  |

## **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 date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date. [signature(s)]

# **Installment Delivery Schedule**

|                      | 1 <sup>st</sup> | 2 <sup>nd</sup> | $3^{\rm rd}$ | $4^{th}$    | 5 <sup>th</sup> | 6 <sup>th</sup> |
|----------------------|-----------------|-----------------|--------------|-------------|-----------------|-----------------|
|                      | Installment     | Installment     | Installment  | Installment | Installment     | Installment     |
| If in 2 Installment  | January         | On request      |              |             |                 |                 |
| If in 3 Installments | January         | On request      | On request   |             |                 |                 |
| If in 4 Installments | January         | On request      | On request   | On request  |                 |                 |
| If in 5 Installments | January         | On request      | On request   | On request  | On request      |                 |
| If in 6 Installments | January         | On request      | On request   | On request  | On request      | On request      |