



Government of Democratic Socialist Republic of Sri Lanka

**MINISTRY OF PLANTATION INDUSTRIES
DEVELOPMENT OF MINOR EXPORT CROP PLANTATION DIVISION**

**LANKA SUGAR COMPANY (PRIVATE)
LIMITED**

INVITATION FOR BIDS (IFB)

**Supply of Gear Reducers for the Cooling Tower
(PR – 5015/5016)**

Bid Number	PR-5015/5016
Bid closing date	23th February 2023
Bid closing time	2.00 p.m.

Issued To :

Date:.....

**.....
Manager Procurement**



Government of the Democratic Socialist Republic of Sri Lanka
Invitation For Bids (IFB)

Ministry of Plantation Industries
Development of Minor Export Crop Plantation Division-

Lanka Sugar Company (Pvt) Ltd

**International Competitive Bidding for the Supply of Gear Reducers for
the Cooling Tower of Pelwatte Sugar Factory – PR-5015/5016**

The Chairman, Department Procurement Committee (DPC) of the of Lanka Sugar Company (Pvt) Ltd, hereby invites sealed bids from interested parties for the Supply of Gear Reducers for the Cooling Tower of Pelwatte Sugar factory located in Buttala, Sri Lanka.

1. Bidders shall purchase a complete set of Bidding Documents on submission of a written application to the Lanka Sugar Company (Pvt) Ltd, No 27, Melbourne Avenue, Colombo 04, Sri Lanka, from 9.00 hours to 15.00 hours of Sri Lankan standard time on working days upto **22th February 2023** upon payment of non-refundable fee of LKR **12,500.00** or **US\$ 35** by way of direct remittance to the below mentioned bank account. Bidding Documents can also be downloaded from the Lanka Sugar website (www.lankasugar.lk) or Ministry of Plantation website (www.plantationindustries.gov.lk) or Ministry of Foreign Affairs website (www.mfa.gov.lk) and deposit slip or bank draft of non- refundable deposit should be submitted along with the bid.

Description	LKR Bank Account
Name of the Bank	Bank Of Ceylon
Branch	Milagiriya
Account Name	Lanka Sugar Company (Pvt) Ltd
Account Number	73927950
Swift Code	BCEYLKLX

2. Required Items:

1. Supply of Gear Reducers for the Cooling Tower 02 Nos.

3. Bidder shall attach the non - refundable deposit slip along with bid documents. If fail to attach, such bids shall be rejected.
4. Bids must be submitted in a sealed envelope, either delivered by hand, couriered to reach the Chairman, Department Procurement Committee, Lanka Sugar Company (Pvt) Ltd, No 27, Melbourne Avenue, Colombo 04, Sri Lanka, Not later than 14.00 hours Sri Lankan standard time on **23th February 2023** and be clearly marked as “**Tender for the Supply of Gear Reducers for the Cooling Tower of Pelwatte Sugar Factory**” on the top left-hand corner of the envelope. Bids will be opened immediately thereafter. Bidders or their authorized representatives may witness the opening of bids. Late bids will not be accepted. The decision of the Tender Board shall be the final.
5. All Bids must be accompanied by a Bid Security of irrevocable and unconditionally encashable of **LKR 300,000.00** or US **\$ 810.00** valid up to for 119 days from the Bid Opening.
6. Interested bidders may obtain further information from Manager Procurement – Lanka Sugar Company (Pvt) Ltd (Tel. +94 11 258 4184, Mobile + 94 77 010 3359, Fax +94 11 2500674, email: sapumal@lscl.lk).

Chairman-Department Procurement Committee
Lanka Sugar Company (Pvt) Ltd,
No 27, Melbourne Avenue,
Colombo 04,
Sri Lanka

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Section I –Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

General

1. Scope of Bid

- 1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of incidental thereto. The name and identification number of this procurement are specified in the BDS.
- 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form by mail (or electronic mail) or hand delivered with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and “Day” means calendar day.

2. Source of Funds

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

3. Ethics, Fraud and Corruption

- 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency of Sri Lanka, Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process; Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
- 3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
 - (a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

- (c) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

4. Eligible Bidders

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

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

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
- (b) Submit more than one bidding this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency of Sri Lanka (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk.

5. Eligible Goods

5.1 All goods supplied under this contract shall be complied with the industry norms.

6. Sections of Bidding Document

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

Volume 1

- Section I. Instructions to Bidders (ITB)

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria.
- Section IV. Bidding Forms

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

7. Clarification of Bidding Documents

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

Preparation of Bids

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
- (c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods supplied conform to the Bidding Documents;
- (d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and any other document required in the BDS.

12. Bid Submission Form and Price Schedules

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

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 Any discount offered in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount for the total value bidder may do so by indicating such amounts appropriately.

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

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

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

- i The prices quoted shall corresponded to the 100% of item and quantity

15. Currencies of Bid
 - 15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in United States Dollars or LKR for Domestic Bidders and payment shall be payable in United States Dollars converted on the exchange rate prevailing of the delivery of item on the CIF Colombo Sea port by way of letter of credit of signed.

16. Documents Establishing the Eligibility of the Bidder
 - 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods and offered
 - 17.1 To establish the conformity of the Goods offered to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV.
 - 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section IV, Technical Specifications) of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions.

18. Documents Establishing the Qualifications of the Bidder
 - 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
 - (b) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids
 - 19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.
 - 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be

extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in United States Dollar or Sri Lanka Rupees, and shall:
- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
 - (b) Be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
 - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;
 - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) Remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 42.
- 20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Subclause 19.2; or
 - (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
 - (c) if the successful Bidder fails to:
 - (i) Furnish Performance Security in accordance with ITB Clause 42.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.
- 21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

- 22.1 Bidders may always submit their bids by registered post, courier or by hand.
- (a) Bidders submitting bids by registered post or by hand or courier, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- 22.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

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

23. Deadline for Submission of Bids

- 23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.
- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

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

25. Withdrawal, and Modification of Bids

- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the

withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) Submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and
- (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

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

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

26. Bid Opening

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

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

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1.

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

27. Confidentiality

- 27.1 Information relating to the examination, evaluation, comparison, and post qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification

To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any of Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

30. Nonconformities, Errors, and Omissions

- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount is expressed in words and is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

31. Preliminary Examination of Bids

- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section IV, the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Evaluation of Bids

- 33.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 33.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 33.3 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Subclause 14.2; and 14.3
 - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
- 33.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors sated in ITB Sub-Clause 33.3, if specified in BD S. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids

34. Comparison of Bids

- 34.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid.

35. Post qualification of the Bidder

- 35.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 35.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest valuated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

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

Award of Contract

39. Award Criteria

- 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Purchaser's Right to Vary Quantities at Time of Award

- 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

41. Notification of Award

- 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted, by way of releasing authorized purchase order
- 41.2 On the receipt of performance security from the successful bidder pursuant to ITB class 42, the purchaser will promptly notify the unsuccessful bidders and will discharge it is bid security.

42. Performance Security

- 42.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, shall furnish the Performance Security to the value 10% at total purchase order value, valid up to 28 days from success the delivery of items.
- 42.2 The performance security shall be in United States Dollar or in LKR for the Domestic Bidders and shall be in stipulated format of bidding for the section iv.
- 42.3 The process to the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier failure to complete the successful delivery.

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.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Lanka Sugar Company (Pvt) Ltd The name and identification number of the Contract is: Supply of Gear Reducers for the Cooling Tower for Pelwatte Sugar Factory
ITB 2.1	The source of funding is: Lanka Sugar Company (Pvt) Ltd.
ITB 4.4	Foreign bidders are allowed to participate in bidding. Yes
	B. Contents of Bidding Documents
ITB 7.1	For Clarification of bid purposes only, the Purchaser's address is: Attention: Manager Procurement Address: Lanka Sugar Company (Pvt) Ltd. No. 27, Melbourne Avenue, Colombo 04, Sri Lanka. Telephone: +94112-50 55 58 or +9477 010 3359 Facsimile number: +94112- 500 674 Electronic mail address: sapumal@lscl.lk
	C. Preparation of Bids
ITB 14.3	The bidders may quote total of quantity
ITB 15.1	The bidder shall quote or LKR for Domestic Bidder in US\$ -CIF Colombo port
ITB 19.1 ¹²	The bid shall be valid until 91 Days from the bid opening (24th May 2023)
ITB 20.1	(a) Bid shall include a Bid Security for the value of USD 810.00 or LKR 300,000.00 irrevocable and unconditionally en-cashable to include in Section IV Bidding Forms; The bid Security to be issued either a. From commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka in favor of Lanka Sugar Company (Pvt) Ltd. b. From a bank based in country endorsement backed by a bank operating a Sri Lanka and approved by the Central Bank of Sri Lanka All charges related to above to be borne by the Bidder Bidders are required to instruct the issuing bank to issue the bid security as per the format given, if not the bid shall be rejected.

ITB 20.2	The amount of the bid security shall be the amount in United State Dollars or Sri Lanka Rupees as given above in the Clause 20.1 of this sheet and the validity period up to 119 Days from the bid opening date (21th June 2023)
D. Submission and Opening of Bids	
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: Invitation of Bid for the Supply of Gear Reducers for the Cooling Tower of Pelwatte Sugar Factory (Tender Reference No– PR 5015/5016)
ITB 23.1	For bid submission purposes, the Purchaser's address is: Attention: The Chairman, Department Procurement Committee Address: Lanka Sugar Company (Pvt) Ltd. No. 27, Melbourne Avenue, Colombo -04, Sri Lanka.
	The deadline for the submission of bids is: Date: - 23.02.2023 Time: 14.00 Hrs.
ITB 26.1	The bid opening shall take place at: Address: Lanka Sugar Company (Pvt) Ltd. No. 27 Melbourne Avenue, Colombo -04, Sri Lanka. Date: 23.02.2023 Time: Bids will be opened immediately thereafter
E. Evaluation and Comparison of Bids	
ITB 33	1.The following factors and methodology will be used for evaluation: 1.1The bidder has to be a registered business entity in the country concerned and documents proofs to be submitted along with bid 2.Preliminary Evaluation 2.1 Submission of bid security & Bid Validity Period 2.2 Submission of signed Form of Bid 3 Detailed Evaluation 3.1 Conformity to given specifications 3.2 Price of the items 3.3 Delivery Period

Section III

Evaluation and Qualification Criteria

01. Evaluation Criteria

1. Eligibility of the supplier

1.1 The bidder has to be a registered business entity in the country concerned and document proofs to be submitted along with the bid.

1.2 Qualification requirements of bidders include,

1.2.1. Have completed at least one export order within the last 5 years.

1.2.2 Clientele reference with Contract Data

Note: The above to be supported by the relevant documents

2. Preliminary Evaluation

2.1 Submission bid security

2.2 Submission of signed Form of Bid

2.3 Letter of confirmation for Authorized Signatory sign bid

3. Detail Evaluation

3.1 Conformity to given specifications

3.2 Price of the items

3.3 Delivery Period

Section IV.

Bidding Forms Table of Forms

1. Bid Submission Form
2. Specifications
3. Price Schedule
4. Delivery Schedule
5. Payment Terms
6. Bid Security (Guarantee)
7. Performance Bond
8. Manufacture Authorization

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 (as day, month and year) of Bid Submission]

No: PR 5015/5016

The Chairman,
Department Procurement Committee,
Lanka Sugar Company (Pvt) Ltd,
No. 27, Melbourne Avenue,
Colombo 04, Sri Lanka.

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents,
- b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements
- c) The total price of our Bid, including any discounts offered is: [insert the total bid price in words and figures in CIF Colombo in US\$ or LKR];
.....
- d) 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;
- e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 42 for the due performance of the supply;
- f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- g) 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/ Department of Public Finance of Sri Lanka or the authorized agency of country concerned.
- h) 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.
- i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name: [insert complete name of person signing the Bid Submission Form] duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

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

Contact Details:
Mobile Number:
E-mail Address:

2. Specifications

02.1 Gear Reducers for the Cooling Tower

(1)	(2)	(3)	(4)	(5)	(6)
<u>Specifications</u>					
Line Item No	Description	<i>Technical Specifications and Standards</i>			
		<i>Purchaser's Requirements</i>	<i>Bidder's Offer</i>		
		Details	Yes(Y) / No(N)	Details of Bidder's offer	Remarks
01	Ratio	5.5/1			
02	Model No	P 82 – 47.4			
03	Serial Number	US 07C178			
04	Series	22.2			
05	Power of Motor	22Kw			
06	Fan Speed	320 rpm			
07	Type	Helical			
08	Orientation	Vertical			
09	Material	MS			
10	Mounting	Foot			
	PHARPOR Gear Reducer				

*** Detail of Cooling Tower**

Model No : 473-201, Serial No: A0720008

02.2 Gear Reducers for the Cooling Tower

(1)	(2)	(3)	(4)	(5)	(6)
<u>Specifications</u>					
Line Item No	Description	<i>Technical Specifications and Standards</i>			
		<i>Purchaser's Requirements</i>	<i>Bidder's Offer</i>		
		Details	Yes(Y) / No(N)	Details of Bidder's offer	Remarks
01	Power of Motor	9.37kw/1440rpm			
05	Fan Speed	320 rpm			
06	Type	Helical			
07	Orientation	Vertical			
08	Material	MS			
09	Mounting	Foot			
	PHARPOR Gear Reducer				

*** Detail of Cooling Tower**

Model No : 364-101

3.PRICE SCHEDULE
Purchase of Gear Reducers for the Cooling Tower
PR 5015/5016

1	2	3	4	5	
No	Description	Qty	Unit	Price per unit in US\$ CIF- Port Colombo port/ LKR for Domestic Bidder	Total Value in US\$ CIF Port Colombo/ LKR for Domestic Bidder
1	Gear Reducers for the Cooling Tower (Model No 473-2011)	01	No		
2	Gear Reducers for the Cooling Tower (Model No 364-101)	01	No		

Signature of the Bidder

Date.....

Company Seal.....

Place the signature and the company rubber seal

4.Delivery Schedule
Purchase of Gear Reducers for the Cooling Tower
PR -5015/5016

S. No	Description	Qty (Nos)	Delivery Time schedule for each shipment	Bidder Remarks
1	Gear Reducers for the Cooling Tower (Model No 473-2011)	01	1. Production 2. Dispatch 3. ETA Colombo	
2	Gear Reducers for the Cooling Tower (Model No 364-101)	01		

Details of Shipping and other Documents to be furnished by the supplier

1. Commercial invoice
2. Bill of Lading
3. Certificate of country of Origin
4. Packing List
5. Certificate of fumigation issued by any institute approved by the Ministry of National Food Security and Research Department of Plant Protection of country concerned.

Signature of the Bidder

Date.....

Company Seal.....

Place the signature and the company seal

5.Payment Terms

The method of payments to be made to the supplier under this contract shall be as follows.

1. No advance payment shall be entertained
2. Payment shall be made through Irrevocable Letter of Credit.

S. No	Description	Qty (Nos)	Payment Terms	Bidder Remarks
01	Gear Reducers for the Cooling Tower (Model No 473-2011)	01		
02	Gear Reducers for the Cooling Tower (Model No 364-101)	01		

6. Bid Security

[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:

Lanka Sugar Company Private Limited, No 27, Melborne Avenue, Colombo 04, Sri Lanka

Date [insert (by issuing agency) date]

BID SECURITY 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.PR 5015/5016

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 US\$ (US\$.....Only) 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 **(21th June 2023)**

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)]

7. 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 SECURITY 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 Sugar Cane Molasses (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)]

Note:-

A Performance Security of 10% of the contract price is required. Performance Bond validity shall be 28 days beyond the date of completion of the quantity agreed.

The performance Security to be issued either

- a. From commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka in favor of Lanka Sugar Company (pvt) Ltd.
- b. From a bank based in country endorsement backed by a bank operating a Sri Lanka and approved by the Central Bank of Sri Lanka

All charges related to above to be borne by the Bidder

Bidders are required to instruct the issuing bank to issue the performance security as per the format given, if not the bid shall be rejected.

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:
Tender Ref.:

To **Lanka Sugar Company (Pvt) Ltd.**
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]*