

**DEMOCRATIC SOCIALIST REPUBLIC OF
SRI LANKA**



UVA WELLASSA UNIVERSITY

**SUPPLY, DELIVERY AND INSTALLATION OF
FURNITURE FOR THE G BLOCK CANTEEN OF
UVA WELLASSA UNIVERSITY**

UWU/G/NCB/C/24/04

NATIONAL COMPETITIVE BIDDING

Bid Opening On	10th December 2024 - 2.30 p.m.
Bid Validity up to	91 days from 10th December 2024

Uva Wellassa University,
Passara Road,
Badulla,
Sri Lanka.

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INVITATION FOR BIDS
SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE G BLOCK
CANTEEN OF UVA WELLASSA UNIVERSITY

UWU/G/NCB/C/24/04

The Chairman, Department Procurement Committee, on behalf of the Uva Wellassa University, invites sealed bids from eligible and qualified bidders for “**SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE G BLOCK CANTEEN OF UVA WELLASSA UNIVERSITY**” will be conducted through the National Competitive Bidding (NCB) procedure.

1. Bidder should have at least three years of experience in the relevant field in Sri Lanka.
2. Interested eligible bidders may obtain further information from the Deputy Bursar / Supplies, Uva Wellassa University, Passara Road, Badulla, (Tel. No: 055-2226475, Fax No: 055-2226633), and inspect the bidding documents at the Supplies Division of the University between 9.00 am to 3.00 pm from **18th November 2024 to 10th December 2024 and up to 12.30 p.m. on 10th December 2024 .**
3. A complete set of bidding documents in English may be purchased by interested bidders on submission of a written application to the Deputy Bursar/ Supplies, Uva Wellassa University, Passara Road, Badulla and upon payment of a non-refundable fee of LKR 7,000.00 in cash at the Shroff Counter of the University. The bidder can also download the bidding documents from the University website www.uwu.ac.lk. Those who are obtaining bidding documents from the University website should submit the complete documents along with a Bank Draft drawn in favour of the “Vice Chancellor, Uva Wellassa University” for LKR 7,000.00 as non-refundable fee or the payments could be made to any branch of Bank of Ceylon, to the Uva Wellassa University, Account No: 3114820, and the original of the cash receipt/deposit slip to be attached with the bidding documents. The documents may be purchased until **12.30p.m. On 10th December 2024.**
4. Bids must be delivered to **Chairman, Department Procurement Committee, Uva Wellassa University, Passara Road, Badulla**, on or before **2.30 p.m. on 10th December 2024** Please indicate the “**SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE G BLOCK CANTEEN OF UVA WELLASSA UNIVERSITY - UWU/G/NCB/C/24/04**” on the top left hand corner of the envelope.
5. All bids must be accompanied by a Bid Security addressed to the **Chairman, Department Procurement Committee, Uva Wellassa University**, valid for 120 days from the date of the bid opening. The Value of the Bid Security shall be **LKR 250,000.00** Pre Bid meeting will be held at **10.00 a.m. 26th November 2024**, In the Board Room of Uva Wellassa University.
6. The bids shall be deposited in the ‘Tender Box’ available in the Registrar’s Office of the University, or sent under Registered Cover to be received before the deadline to the address given in Clause No.5.
7. Late bids will be rejected. Bids will be opened immediately after the closing of bids, in the presence of the bidders or their authorized representatives who choose to attend the bid opening at the board room of the Uva Wellassa University.

Chairman
Department Procurement Committee
Uva Wellassa University
Passara Road, Badulla
Tel/ Fax No: 055-2226475, 055-2226633

Section I. Instructions to Bidders (ITB)

This Bidding Document is based on the standard bidding document for National Competitive Bidding (NPA/Goods/SBD 01). Section I will not be provided with this bidding document. Bidders are instructed to refer the Section I of the standard bidding document (NPA/Goods/SBD 01). The document is available at the website of NPA, www.npa.gov.lk

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 relevant ITB Clauses.]

Clause Reference	A. General
ITB 1.1	The Purchaser is: Uva Wellassa University
ITB 1.1	The name and identification number of the Contract are: SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE G BLOCK CANTEEN OF UVA WELLISSA UNIVERSITY UVA WELLISSA UNIVERSITY
ITB 2.1	The source of funding is: GOSL
ITB 4.4	Foreign bidders are allowed to participate in bidding: Not allowed
	B. Contents of Bidding Documents
ITB 7.1	For Clarification of bid purposes only, the Purchaser's address is: Attention: Deputy Bursar/ Supplies & Stores Address: Uva Wellassa University, Passara Road, Badulla. Telephone: 055-2226475 E-mail : supply@uwu.ac.lk
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents: A complete company profile of the bidders including, but not limited to, the following: <ul style="list-style-type: none"> • Business Registration Certificate • VAT Registration Certificate • List of client who use the Products and their contract details • Past 3 years relevant experience in the relevant Industry in Sri Lanka (The bidder should have at least three years of experience in the relevant industry in Sri Lanka and should submit documents to prove experience in the industry.) • Manufacturer's Authorization. • Certificate of Registration under Public Contract Act. • Financial statements
ITB 15.1	The bidder shall quote the local expenditure in Sri Lankan Rupees.
ITB 18.1 (b)	After sales service is: Required

ITB 19.1	The bid shall be valid for : 90 days from 10th December 2024
ITB 20.1	Bid shall include a Bid Security in any of following ways (a) A Bank guarantee issued by a reputed bank operated in Sri Lanka. (b) Cash deposit at the Shroff Counter of the University (c) Cash deposit from any branch of Bank of Ceylon, to the Uva Wellassa University, Account No: 3114820, and the cash receipt/deposit slip to be attached with the bidding documents.
ITB 20.2	The amount of the Bid Security shall be: LKR 250,000.00. Beneficiary: Vice Chancellor, Uva Wellassa University. The validity period of the bid security shall be 120 days from the closing date of the Bid
D. Submission and Opening of Bids	
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE G BLOCK CANTEEN OF UVA WELLASSA UNIVERSITY UVA WELLASSA UNIVERSITY- UWU/G/NCB/C/24/04
ITB 23.1	For bid submission purposes, the Purchaser's address is:
	Attention : Deputy Bursar/Stores & Supplies Address : Uva Wellassa University, Passara Road, Badulla.
	The deadline for the submission of bids is
	Date : 10th December 2024 Time : 2.30 p.m.
ITB 26.1	The bid opening shall take place at:
	Address : Board Room, Uva Wellassa University, Passara Road, Badulla. Date : 10th December 2024 Time : 2.30 p.m.
E. Evaluation and Comparison of Bids	
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: Option 2 _Please refer - CC 26.1 (b) Deviation in payment schedule: Not applicable (c) The cost of major replacement components, mandatory spare parts, and service: Applicable
ITB 35.4	The following factors and methodology will be used for evaluation: The Certificate from a Chartered Electrical Engineer should be produced after the installation
ITB 35.5	Bidders shall be allowed to quote for one or more lots. [refer to Section III Evaluation and Qualification Criteria]Purchaser will evaluate the bid item by item basis.

Section III. Evaluation and Qualification Criteria

1. Evaluation Criteria (ITB 35.3 (d))

The Purchaser's evaluation of a bid may take into 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 and methodologies.

(a) 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 nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation purposes only, to the bid price of bids offering deliveries later than the earliest delivery period specified in the Section V, Schedule of Requirements

(b) Deviation in payment schedule. **Not applicable**

(c) Cost of major replacement components, mandatory spare parts, and service:

The required spare parts for the goods covered under this invitation shall be available for at least five years of period and after sales service (Free service & Pay service).

(d) Specific additional criteria: **None**

2. Evaluation Criteria (ITB 35.4):

- a. Bid may be submitted by any reputed supplier of **Furniture** registered business in Sri Lanka or any accredited local agent who takes fullest responsibility for the whole bid. The local agent shall submit evidence of status, obligations, power of attorney and any other documentary evidence that he is duly authorized and eligible to bid on behalf of the manufacturer.
- b. The bidders should also have previous experience of at least three years in relevant industry in the supply and also technical and financial capability necessary to perform the contract.
- c. Draft service agreement for three year period (after the warranty period) should be submitted.
- d. Bids will be rejected as non-responsive if documentary evidence in proof of above has not been provided.
- e. If an Agent submits bids on behalf of more than one supplier, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security when required

for each bid, and authorization from the respective Manufacturer, and valid vendor certificate, all such bids will be rejected as non- responsive.

- f. Bidders should possess the Certificate of Business Registration issued by a Governmental Authority/ Registrar of Companies/ Provincial Registrar of Business in the relevant category.
- g. Bidders shall register the Contract under Public Contract Act and submit the certificate of registration (ITB 11.1(e)).
- h. Bidders offering goods under their own brand names should provide along with their bids a current certification/s of quality; Bid not complying with this requirement may be treated as non - responsive.
- i. Having a service center in Badulla or Uva Province will be considered as an added qualification.

3. Multiple Contracts (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 items per lot and quantity per item
- (b) Take into account: The lowest-evaluated bid for each lot

4. 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 Bidder's qualifications.

- (a) Financial Capability: The Bidder 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 requirement(s): [list the requirement(s)]
- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: [list the requirement(s)]

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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.: [insert number of bidding process]

To: Chairman,
Department Procurement Committee
Uva Wellassa University
Passara Road

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 Schedule of Requirements the following Goods and Related Services [* insert a brief description of the Goods and Related Services];
- 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 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- 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 4.3;
- 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 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]

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
 3. Purchaser is advised to fill columns 1,2 and 3 before issuing the bidding document and delete this note 3;

1	2	3	4	5	6	7	8	9	10
No	Description of Goods or related services	Qty	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	No. Price per line item (Col.3x4)	transportation, insurance and other related services to deliver the goods to their final destination	Total Price excluding VAT (Col 5+6)	Discounted Total price (if any) excluding	VAT	VAT Total Price Including VAT (Col. 7 or 8+9)
1	Rectangular Shaped Canteen Table	57							
2	Canteen Chair	456							
Total									

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: Vice Chancellor, Uva Wellasa University, Passara road, Badulla

Date: ----- *[insert (by issuing agency) date]*

BID GUARANTEE No.: ----- *[insert (by issuing agency) number]*

We have been informed that -----
[name of the Bidder] (herein after called "the Bidder") has submitted to you its bid dated -----
[date] (herein after called "the Bid") for the execution of -----
----- *[insert name of Contract]* under Contract No. -----

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]*
here by 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 Employer 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) the successful bidder furnishing the performance security, 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 of authorized representative(s)]

Bid-Securing Declaration

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

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

Name of contract: SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE G BLOCK CANTEEN OF UVA WELLASSA UNIVERSITY UVA WELLASSA UNIVERSITY

Contract Identification No: - UWU/G/NCB/C/24/04

To: Chairman, Procurement Committee, Uva Wellassa University

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 of this 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]*

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]

Section V. Schedule of Requirements

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1. List of Goods and Delivery Schedule

Line Item No	Description of Goods	Quantity	Final (Project Site) Destination as specified in BDS	Delivery Date ¹		
				Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be provided by the bidder</i>]
1	Rectangular Shaped Canteen Table	57				
2	Canteen Chair	456				

2. List of Related Services and Completion Schedule

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

Service	Description of Service	Quantity ¹	Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable

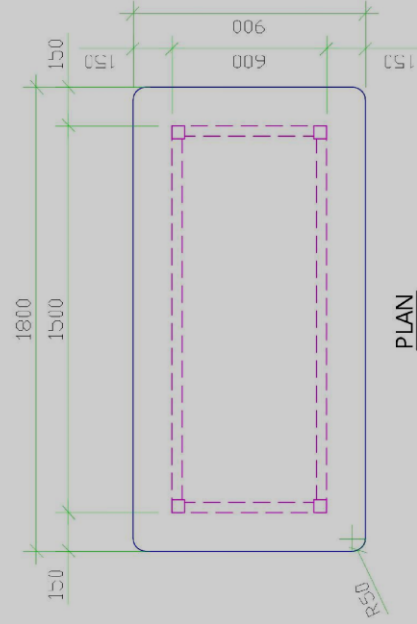
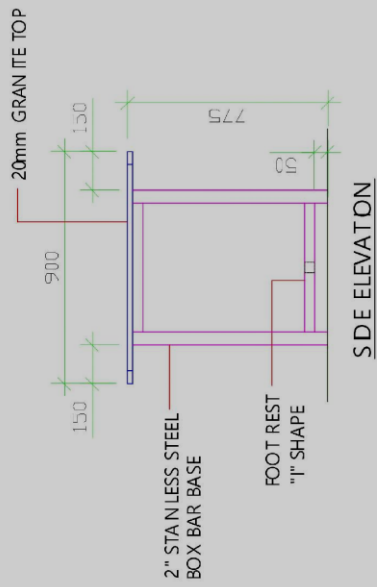
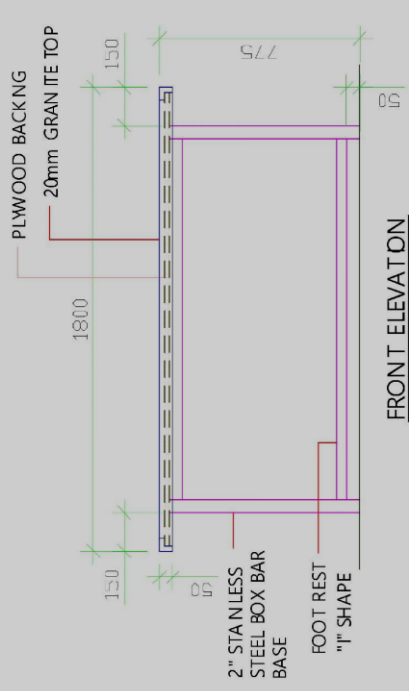
3. TECHNICAL SPECIFICATIONS

No	Specification	Bidder Response (Yes/No)	If 'No' Comment/s On the offer
01	Fabricate, Supply, Delivery & Installation of Rectangular Shaped Canteen Table. Made out of 50 x50mm (1.5mmTk) S/S Box Bar Base, 20mm thick Granite table Top with Plywood Backing or equal capability material. (size : 1800 x900 x 750mm)		
02	Supply, Delivery of canteen Chair. Made out of 3/4" thick S/S box bar Base with Timber Seat		

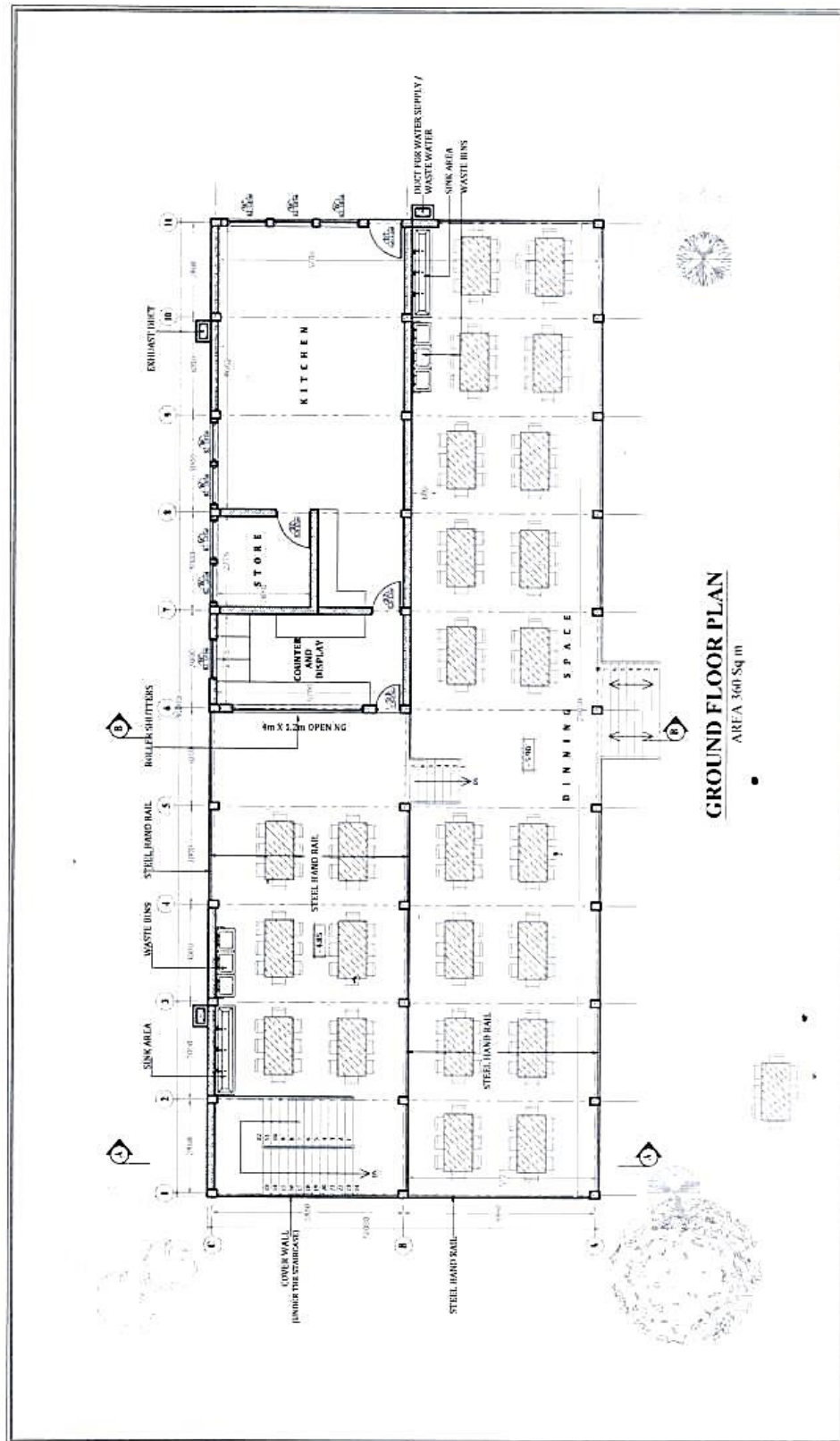
4. Drawing



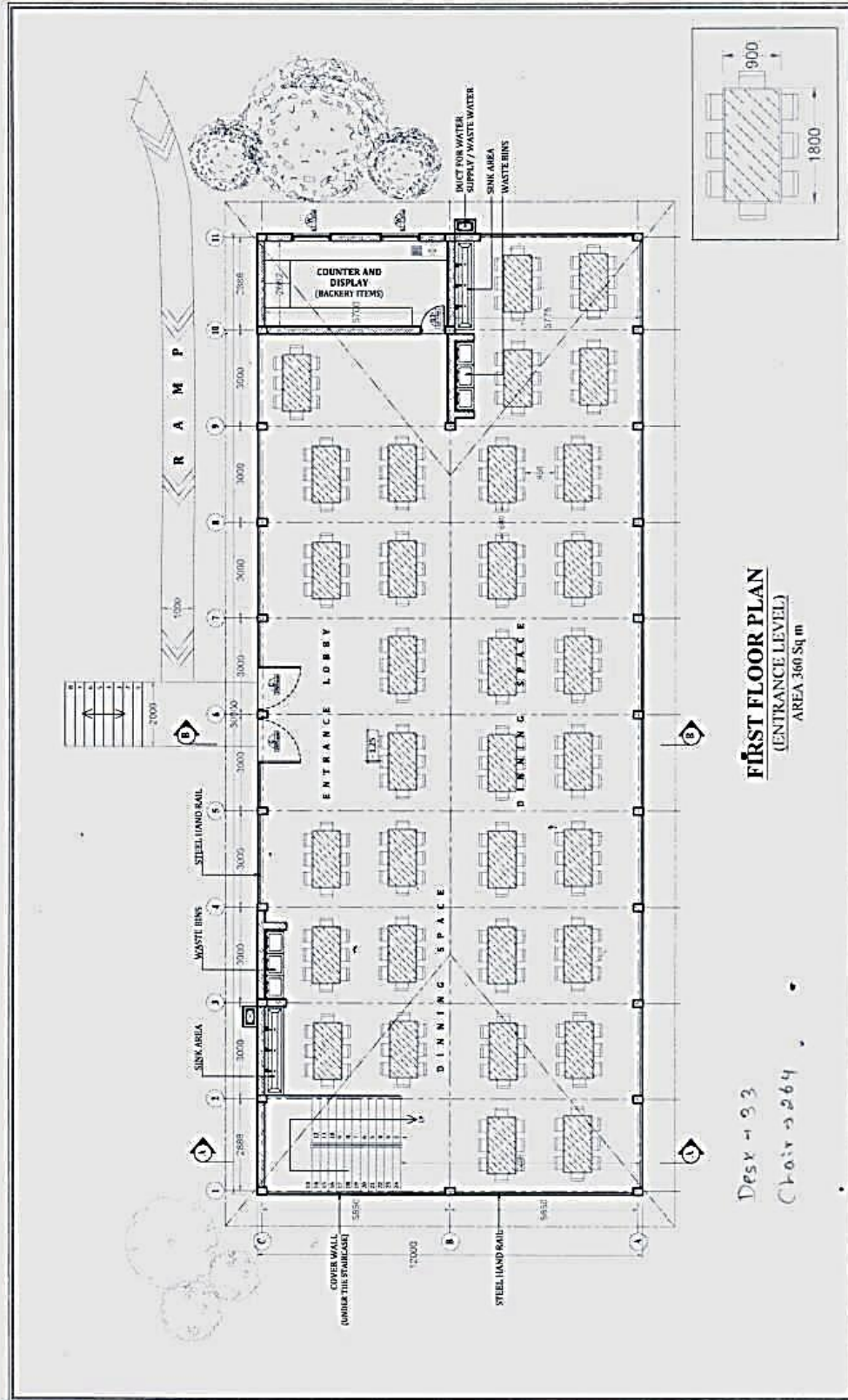
CANTEEN TABLE (QTY- 35)



NOTE :
 * TABLE TOP WILL BE MADE OUT OF 20mm GRANITE TOP
 * BASE WILL BE MADE OUT OF STAINLESS STEEL
 * USE **KNOCK-DOWN FORMAT**



Desk - 24
Chair - 192



Section VI. Conditions of Contract

This Bidding Document is based on the standard bidding document for National Competitive Bidding (NPA/Goods/SBD 01). Section VI will not be provided with this bidding document. Bidders are instructed to refer the Section VI of the standard bidding document (NPA/Goods/SBD 01). The document is available at the website of NPA, www.npa.gov.lk

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.

CC 1.1(i)	The Purchaser is: Uva Wellassa University
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: Uva Wellassa University, Passara Road, Badulla
CC 8.1	For notices, the Purchaser's address shall be: Deputy Bursar Uva Wellassa University, Passara Road, Badulla. 055-2226475/ 055-2226633
CC 11	Goods shall be supplies in compliance with the quality and the specification given.
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: For Goods offered within Sri Lanka Payment shall be made in Sri Lankan Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. <ul style="list-style-type: none"> a) No Advance payment applicable for this contract b) Up to a maximum of ninety (90) percentage of the Contract Price, shall be paid on receipt of the Goods and confirm by the evaluation committee. c) Ten (10) percentage of the Contract price will be hold as Retention for a period of 12 months from the date of commissioning of equipment d) The Retention shall be paid on completion of Twelve (12) months. During that period supplier shall correct all defects and confirmed by the purchase or his agent.
CC 17.1	A Performance Security – 10% Performance security may be in any of the following way <ul style="list-style-type: none"> (a) A Bank guarantee issued by a reputed bank operated in Sri Lanka. (b) Cash deposit at the Shroff Counter of the University
CC 26.1	The liquidated damage (Late Delivery) shall be: If the supplier fails to deliver any or all of the goods by the date(s) specified above the purchaser may deduct from the payment a sum equivalent to 0.05% of the delivered price of the delayed good, for each day of delay.
CC 26.1	The maximum amount of liquidated damages shall be: 10 % from the contract sum.
CC 27.3	The warranty shall remain valid for a period of time specified with the specifications.
CC 27.6	The supplier shall remedy the defects within 3 Months from the date of information by the purchaser.

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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]

Performance Security

[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: Vice Chancellor, Uva Wellassa University, Passara Road, Badulla

Date:-.....--

Performance Bid 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)]

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]

[issuing agency's letterhead]

Beneficiary: Vice Chancellor, Uva Wellassa University, Passara Road, Badulla

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) 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].

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

“Check List”

No	Required Specification	Bidder’s Offer			
		Conformity		Page No	Remark
		Yes	No		
1	Company Profile				
2	Business Registration				
3	VAT Registration				
4	List of Clients				
5	Past three year experience in the industry				
6	Manufacturer Authorization/ Warranty Certificate				
7	Public Contract Act (>5Mn) Original Document				
8	Bid Security				
9	Signed Forms of Bids				
10	Price Schedule				
11	Bid Document Fee (Non – Refundable) Original Document				
12	Financial Statement				
Status					

“Bidders must be filled above check List”

Duly authorized for signed on behalf of
(Name of the Bidder)

Name :

Signature :

Designation :