

# SRI LANKA CRICKET BIDDING DOCUMENT

Supply and Deliver of Hand Tractors and Trailers.

TENDER REFERENCE: SLC/NDC/2021/002

### **STANDARD BIDDING DOCUMENT**

# **INSTRUCTIONS TO BIDDERS (ITB)**

**VOLUME** – 1

**SECTION I** 

#### **INSTRUCTIONS TO BIDDER**

#### **GENERAL**

#### 1. **Scope of Bid**

The Sri Lanka Cricket Procurement Committee (DPC) issues these Bidding Documents for the Supply and Deliver of Hand Tractors and Trailers to the Sri Lanka Cricket.

#### 2. **Source of Funds**

Payments under this contract will be financed by the Sri Lanka Cricket.

#### 3. <u>Eligible Bidders</u>

- 3.1 All bidders shall possess legal rights to supply the Goods under this contract.
- 3.2 All bidders must prove the financial stability, qualifications and experience to perform the Contract by providing the necessary details/reports as acceptable to the Sri Lanka Cricket.
- 3.3 In the case of a Bidder not doing business within Sri Lanka, the Bidder shall be (if awarded the Contract) represented by an Agent in that country who is equipped and able to carry out the required supplies services including the Bidder's maintenance, technical support, training, and repair obligations prescribed in the Contract, and/or Technical Requirements.
- 3.4 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 Sri Lanka Cricket 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 bid in this bidding process.
- 3.5 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (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.
- 3.6 Foreign Bidder may submit a bid on CIF basis

#### 4. Eligible Goods and Related Services

4.1 All goods supplied under this contract shall be complied with the given specification in absence of such specifications the goods shall comply with any other applicable standards stipulated by the Sri Lanka Standards Institute (SLSI) or other internationally accepted standards.

#### **CONTENTS OF BIDDING DOCUMENTS**

#### 5. <u>Sections of Bidding Documents</u>

5.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below,

#### Volume 1

• Section I. Instructions to Bidders (ITB)

#### Volume 2

- Section II. Contract Forms
- Section III. Bidding Data Sheet (BDS)
- Section IV. Bidding Forms
- Section V. Price Schedule
- Section VI. Technical Specifications
- 5.2 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.

#### 6. <u>Clarification of Bidding Documents</u>

6.1 An eligible Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Sri Lanka Cricket in writing at the Sri Lanka Cricket address specified in the BDS. The Sri Lanka Cricket will respond in writing to any request for clarification to the respective bidder. Such clarifications shall be made prior to seven (07) days to deadline for submission of bids.

#### 7. <u>Amendment of Bidding Documents</u>

7.1 At any time five days prior to the deadline for submission of bids, the Sri Lanka Cricket may amend the Bidding Documents by publishing an addendum in the Sri Lanka Cricket Website (http://www.srilankacricket.lk/). As such, all eligible bidders as per ITB Clause 4.0 shall refer to the Sri Lanka Cricket website (http://www.srilankacricket.lk/) on frequent manner until the deadline of submission of bids to make the bid in fully compliance to any new requirement given in any such addendum.

#### PREPARATION OF BIDS

#### 8. <u>Preparation of Bid</u>

8.1 All eligible bidders shall obtain the Bid Document from Sri Lanka Cricket or download a copy of this Bidding Document from the Sri Lanka Cricket website (http://www.srilankacricket.lk/) and prices are required to be indicated in Section V. Price Schedule. The sealed tenders, in duplicate, shall be addressed to "Chief Executive Officer, Sri Lanka Cricket, No 35, Maitland Place, Colombo 07. And may be either dispatched by Registered Post or deposited in the Tender Box, at the Administration Department, Sri Lanka Cricket, No 35, Maitland Place, Colombo 07 well before the closing time. Late bids and bids submitted on E-form will not be accepted.

#### 9. Language of Bid

9.1 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 Sri Lanka Cricket, shall be written in English or Sinhala language.

#### 10. **Documents Comprising the Bid**

- 10.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules.
- (b) Bid Security Form.
- (c) Documentary evidence in accordance that the Goods and Related Services conform to the Bidding Documents;
- (d) The offer shall be submitted with original Certificates, Manufacturer's Authorizations, Catalogues, brochures, warranty certificates and technical details.
- (e) Any other document required in the BDS.

#### 11. Bid Submission Form and Price Schedules

11.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. 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.

#### 12. Alternative Bids

12.1 **Alternative bids shall not be considered.** Only two offers (same brand) from each supplier/manufacture will be accepted. Any additional offers from different brands shall accompany a separate Bid Bond. If not the bid may be rejected.

#### 13. <u>Bid Prices and Discounts</u>

- 13.1 The Bidder shall indicate on the Price Schedule provided in Section V the unit prices and total bid prices of the Goods it proposes to supply under the Contract.
- 13.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

#### 13.3 Goods supplied from outside the Purchaser's country:

The prices shall be quoted on a CIF (Sea Port/Airport Colombo) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the Purchaser's country. However, it is mandatory that FOB/FCA price, freight charges and Insurance be indicated separately as provided in the Price Schedule in Section V. The named place of destination shall be Sea Port Colombo or Airport Colombo and special instructions for the contract of carriage are as **specified in the BDS**. The Bidder may obtain insurance services from any eligible source of his country.

- 13.4 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.
- 13.5 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

#### 14. Currencies of Bid

14.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

Foreign bidders should be quoted CIF price & not FOB.

#### 15. Documents Establishing the Eligibility of the Bidder

15.1 To establish their eligibility, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

#### 16. Documents Establishing the Conformity of the Goods and Related Services

16.1 To establish the conformity of the Goods and Related Services 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 VI, Technical specifications.

#### 17. <u>Period of Validity of Bids</u>

17.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Sri Lanka Cricket as non-responsive.

#### 18. **Bid Security**

- 18.1 The Bidder shall furnish as part of its bid, a Bid Security, as specified in the BDS.
- 18.2 The Bid Security shall be in the amount specified in the BDS and shall:
  - (a) At the bidder's option, be in the form of a bank draft, a letter of credit, or a bank guarantee from a banking institution;
  - (b) Be issued by an institution acceptable to Sri Lanka Cricket. 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 first written demand by the Sri Lanka Cricket in case the conditions listed in ITB Clause 19.5 are invoked;
  - (e) Be submitted in its original form; copies will not be accepted;
  - (f) Remain valid for the period specified in the BDS.

- 18.3 Any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 18.1 and 18.2, may be rejected by the Sri Lanka Cricket as non-responsive.
- 18.4 The Bid Security may be forfeited:
  - (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 Sub- Clause 18.2; or
  - (b) If a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 35.3
  - (c) If the successful Bidder fails to:
    - (i) Sign the Contract in accordance with ITB Clause 43;
    - (ii) Furnish a Performance Security in accordance with ITB Clause 44.
- 18.5 Any guarantee from a foreign bank shall be advised through a State Bank operating in Sri Lanka with a counter guarantee.

#### 19. Format and Signing of Bid

- 19.1 The Bidder shall prepare one original of the documents comprising the bid 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.
- 19.2 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.
- 19.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

#### 20. **Payment**

20.1 If quoted in foreign currency, payment against each order placed during the Contractor's performance will be made either by means of a Documentary Letter of Credit or Telegraphic Transfer.

- 20.2 If quoted in Sri Lanka Rupees, the payment will be effected on receipt and acceptance of Goods by the Sri Lanka Cricket along with duly completed invoice. (30 days credit facility is required after receipt of the above document)
- 20.3 Advance payment will be considered only on an Advance Payment guarantee.

#### **SUBMISSION AND OPENING OF BIDS**

#### 21. **Submission of Bids**

- 21.1 Bidders may always submit their bids by courier, registered post or by hand.
  - (a) Bidders submitting bids by courier, registered post or by hand, 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. Deadline for Submission of Bids

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

#### 23. Late Bids

23.1 The Sri Lanka Cricket shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Sri Lanka Cricket after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

#### 24. **Samples**

- 24.1 If specified at BDS, samples shall be submitted as specified in the BDS along with the details of samples so submitted and handed over to Manager Administration, Sri Lanka Cricket or to the Officer nominated by the CEO.
- 24.2 If a Bidder shall make more than one offer from a same brand or alternative offers, samples shall be submitted in respect of each alternative offer.

#### 25. **Bid Opening**

- 25.1 The Sri Lanka Cricket shall conduct the bid opening in public at the address, date and time specified in the BDS.
- 25.2 All 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, if required; and any other details as the Sri Lanka Cricket. 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.
- 25.3 The Sri Lanka Cricket shall prepare a record of the Bid opening that shall include, the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security. 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.

#### 26. **Default**

26.1 In the event that the Supplier is unable to deliver Goods demanded by the Sri Lanka Cricket within the period specified therein, a sum amounting to liquidated damages shall be recovered at the rate of One – Tenth (1/10) of one percent (01%) of total cost of the delayed good or services for every day of delay, subjected to a maximum 10% of total contract value. However, if the SLC has failed to effect the payments in the timely manner above delay charges will be charged only for the balance number of days, having set off number of days delayed by the Seller against the number of days, payments are delayed by the SLC.(If any).

#### **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 Sri Lanka Cricket 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 If any Bidder wishes to contact the Sri Lanka Cricket 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 of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Sri Lanka Cricket may, at its discretion, request any 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 Sri Lanka Cricket shall not be considered for purpose of evaluation. The Sri Lanka Cricket'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 Sri Lanka Cricket in the Evaluation of the bids.

#### 29. Responsiveness of Bids

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

#### 30. Preliminary Examination of Bids

- 30.1 The Sri Lanka Cricket 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.
- 30.2 The Sri Lanka Cricket 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
  - (b) Price Schedules
  - (c) Bid Security

#### 31. Examination of Terms and Conditions; Technical Evaluation

31.1 The Sri Lanka Cricket shall examine the Bid to confirm that all terms and conditions have been accepted by the Bidder without any material deviation or reservation.

- 31.2 The Sri Lanka Cricket shall evaluate the technical aspects of the Bid submitted in accordance, to confirm that all requirements specified in Section V, Price Schedule of the Bidding Documents have been met without any material deviation or reservation.
- 31.3 If, after the examination of the terms and conditions and the technical evaluation, the Sri Lanka Cricket determines that the Bid is not substantially responsive, the Sri Lanka Cricket shall reject the Bid.

#### 32. Sri Lanka Cricket Right to Accept Any Bid, and to Reject Any or All Bids

32.1 The Sri Lanka Cricket 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

#### 33. Award Criteria

33.1 The Sri Lanka Cricket 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.

#### 34. Sri Lanka Cricket Right to Vary Quantities at Time of Award

34.1 At the time the Contract is awarded, the Sri Lanka Cricket reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Price Schedule.

#### 35. Notification of Award

35.1 Prior to the expiration of the period of bid validity, the Sri Lanka Cricket shall notify the successful Bidder, in writing, that its Bid has been accepted.

## **CONTRACT FORMS**

VOLUME-2

**SECTION II** 

### **No Contract Forms**

# **BIDDING DATA SHEET (BDS)**

**VOLUME – 2** 

**SECTION III** 

ITB Clause Reference	A. General
ITB 1.1	The purchaser is Sri Lanka Cricket of Sri Lanka.
ITB 1.1	Name of the Contract:- Supply and Deliver of Hand Tractors and Trailers  Number of the Contract:- SLC/NDC/2021/002
ITB 2.1	The source of funding is Sri Lanka Cricket.
ITB 6.1	For clarification purposes the Sri Lanka Cricket address is: Attention; Manager Administration Address; No 35, Maitland Place, Colombo 07. Telephone; 0094 11 2681601-4 Ext: 251 Email. asantha.dassanayake@srilankacricket.lk  B. Preparation of Bidding Document
ITB 9.1	The Bids shall be submitted on this tender form which is posted by the Sri Lanka Cricket on its website <a href="http://www.srilankacricket.lk/">http://www.srilankacricket.lk/</a>
	C. Contents of Bidding Documents
ITB 10.1 e	The Bidder shall submit the following additional documents:  a. Documentary proof to establish that the Goods comply with the applicable standards specified by the Sri Lanka Standards Institute (SLSI) or in absence of such Standards documentary proof to establish that the Goods comply with other internationally accepted standards.  b. Quality Certificates from the manufacturers.  c. Manufacturer's Authorization Certificates & letter from the Manufacture.  d. Warranty Certificates. (Only for the applicable items)  e. The documentary evidence to substantiate the bidder's financial stability, qualifications and experience.  f. Any other document as applicable  g. Past Experience with Sri Lanka Cricket Board or any other. Attached copies of Order forms/Purchase orders.  h. Company registration Certificate.  b) Power of Attorney
ITB 14.1	The Local suppliers offers shall be made in Sri Lankan Rupees.
ITB 17. 1	The Bids shall be valid for 90 days (Up to June 1st, 2021)

ITB 18. 1	Bids shall include a Bid Security (issued by a Commercial bank registered with Central Bank of Sri Lanka) included in Section IV Bidding Forms;							
	The amount and validity of the Bid Security shall be:							
	<ul> <li>a. Value-Rs. 100,000.00</li> <li>b. The validity period of the Bid Bond shall be 120 days after the closing date. (Up to July 1st, 2021)</li> </ul>							
	c. Bid Security shall be addressed to the Chief Executive Officer, Sri Lanka Cricket, No 35, Maitland Place, Colombo 07.							
ITB 19. 2	The inner and outer envelopes shall bear the following identification marks along with the date of opening;							
	Tender No: SLC/NDC/2021/002 Date: 3 <sup>rd</sup> March 2021 @ 1500 hours.  D. Submission of Bids							
	D. Submission of bigs							
ITB 22. 1	The deadline for Bid submission is:							
	Date: 3 <sup>rd</sup> March 2021							
	Time: 1500 hrs							
	For bid submission purposes, the Sri Lanka Cricket's address is:							
	Attention: Head of Administration – Sri Lanka Cricket							
	Address: No 35, Maitland Place, Colombo 07.							
	Bids submitted in E-form will not be accepted.							

	E. Opening of Bids								
ITB 25.1	The Bid opening shall take place at:								
	Administration Department of Sri Lanka Cricket,								
	No 35, Maitland Place, Colombo 07, Sri Lanka								
	Date: 3 <sup>rd</sup> March 2021								
	Time: 1500 hrs								
ITB 33	Bids will be evaluated as lots.								
ITB 35	A Performance Security shall be required.								
	1. The amount of the Performance Security is 10% of the Contract Price.								
	2. Validity period of the Performance Security should be 28 days beyond the Delivery Date.								
	3. Addressed to Chief Executive Officer, Sri Lanka Cricket								
	Issued by a bank/institution acceptable to the central Bank of Sri Lanka.								
	The Performance Security shall be in the form of a Demand Guarantee								
	the Performance security shall be denominated in Sri Lankan Rupees.								

## **BIDDING FORMS**

VOLUME - 2

**SECTION IV** 

### **Bid Submission Form**

-	idder sh		his Form ir	n accord	ance with	the instr	uctions indica	ted No alte	rations to its for	mat shall	be permitted ar	nd no substit	tutions
Date:				[I:	nsert date	(as day,	month and ye	ar) of Bid Su	ıbmission]				
No	•••••			[I	nsert nun	iber of bio	lding process]						
Το: The	e Chief	Executive	Officer. Sri	Lanka	Cricket.								
We, the	e under	signed, dec	lare that:										
. ,			ed and have ch Addend		ervations t	o the Bid	ding Docume	nts, includin	ng Addenda No.	:	[Insert t	he number a	and
			y in confort Related Se	•	n the Bidd	ling Docu	ments and in	accordance	with the Deliver	y Schedul	es specified in th	ne Price Sci	hedule
` '	The	total	price		our	Bid	without	VAT,	including	any	discounts	offered	is:
									[Ir	nsert the to	otal bid price in	words and fig	gures];
(d)	The tot	tal VAT is:							[Inse	ert the tota	al bid price in w	ords and fig	ures];
` '			-		-			,	he date fixed for ny time before tl				rdance
(f) If ou	ır bid is	accepted,	we commit	to obtai	n a perfo	rmance se	curity in acco	rdance with	ITB Clause 44	for the du	e performance o	of the Contra	act;
(g) We l	have no	o conflict o	f interest in	accorda	ance 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;
- (k) 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.
- (1) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:	[Insert sig	nature of person whose name and capacity are sho	own]
In the capacity of		. [Insert legal capacity of person signing the Bid Su	ıbmission Form]
Name:	[	Insert complete name of person signing the Bid Su	bmission Form]
Duly authorized to sign	n the bid for and on behalf of:		. [Insert complete name of Bidder]
Dated on	day of	[Insert date of signing]	

# Bid Security Guarantee

[Inis Bank Guarantee form snall be filled in accordance with the instructions indicated in brackets]
[Insert issuing agency's name, and address of issuing branch or office]
Beneficiary: The Chief Executive Officer, Sri Lanka Cricket, No 35, Maitland Place, Colombo 07.
Date: [insert (by issuing agency) date]
BID GUARANTEE No.: [insert (by issuing agency) number]
We have been informed that [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated [insert (by issuing agency) date](hereinafter called "the Bid") for the supply of [insert name of Supplier] under Invitation for Bids No [insert IFB number] ("the IFB").
Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.
At the request of the Bidder, we [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] [insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:
<ul> <li>(a) Has withdrawn its Bid during the period of bid validity specified; or</li> <li>(b) Does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or</li> <li>(c) Having been notified of the acceptance of its Bid by the Sri Lanka Cricket 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.</li> <li>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)</li> </ul>
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)

#### **Manufactures Authorizations**

[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 B	id Submission]
To: The Chief Executive	e Officer, Sri Lanka Cricket, No. 35, Colombo 07.	
WHEREAS		
	[insert type of goods manufactu	ufacturer], who are official manufacturers of[inser
a bid the purpose of wh	cturer's factories], do hereby authorizehich is to provide the following Goods, manufactured by us- or brief description of the Goods], and to subsequently neg	[insert complete name of Bidder] to submi otiate and sign the Contract.
We hereby extend our	full guarantee and warranty in accordance with the origina	l guarantee and warranty of the goods.
Signed:	[insert signature(s) of a	authorized representative(s) of the Manufacturer]
Name:	[insert complete name(s) of aut	horized representative(s) of the Manufacturer]
Title:	[insert title]	
Duly authorized to sign	ı this Authorization on behalf of:	[insert complete name of Bidder]
Dated on da	ny of, [insert date of signing]	

## Form of Performance Security of issuing branch or office] Beneficiary The Chief Executive Officer, Sri Lanka Cricket, No 35, Maitland Place, Colombo 07. Date ..... Performance Guarantee No..... (Hereafter called "the contract") Furthermore, we understand that, according to the conditions of the contract, a performance guarantee is required. [amount in words] 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 ground for your demand or the sum specified therein. it must be received by us at this office on or before that date.

#### Signature

<sup>\*</sup> The beneficiary of this guarantee shall be the Chief Executive Officer, of the Sri Lanka Cricket and shall be addressed to No.35, Maitland Place, Colombo 07. Any guarantee from a foreign bank shall be advised with a counter guarantee through any commercial bank operating in Sri Lanka, preferably a state bank

# VOLUME – 2 SECTION V

### PRICE SCHEDULE

### **Supply and Deliver of Hand Tractors and Trailers**

Tender reference: NDC/2021/002

				PRICE DETAILS				
Package	DESCRIPTION	UNIT	QTY	UNIT PRICE (LKR) Without VAT and other applicable taxes (a)	Discount offered (b)	UNIT PRICE (LKR)  After Discount  (c) = (a)- (b)	TOTAL PRICE(LKR)  Without VAT and other applicable taxes  (d) = © *QTY	TOTAL VAT (LKR)
01	Hand tractor	Nos	10					
02	Gang mower with grass collector	Nos	10					
03	Tailor	Nos	10					
	Total price of our (Referred to Bid S			uding any discounts o	ffered			

#### **IMPORTANT**

*	The	price	schedule	sha11	be auther	nticated 1	hv the	hidder
	1110	DITCC	SCIICUUIC	SHAH	oc audici	meateu	Uy uic	Diduci.

- \* The bidder shall ensure that all the details provided herein are 100% accurate.
- \* It is mandatory that the Unit Price of the Article or Service be inclusive of NBT, if applicable. Based on that, VAT shall be indicated on the price which includes NBT.
- \* Please indicate the details listed below with regard to the above item

Address	
Telephone/ Fax	
VAT Reg. No	
Bid Validity	
Delivery Period	
Brand Names	
Country of Origin	
Manufacture's Details	

Date	
Signature of Bidder	Affix Company Rubber Sea

## **List of Goods and Delivery Schedule**

Packag	<b>Description of Goods</b>	Quantit	unit	Final Destination	Delivery (as per Incoterms) Date		
e N°		y			Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [insert the number of days following the date of effectiveness the Contract]
01	Hand tractor	10	Nos	R Premadasa International Cricket Stadium		30 days after acceptance of the Letter of Award (Approx; End of March 2021	
02	Gang mower with grass collector	10	Nos	-Do		-Do	
03	Tailor	10	Nos	-Do		-Do	

## **TECHNICAL SPECIFICATIONS**

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**SECTION VI** 

#### TECHNICAL SPECIFICATIONS

### Minimum Technical Specifications for Hand tractor—10 Nos

No.	Description of Goods or Related Service	Purchaser's Requirements	Bidder's Response
	Hand tractor		
01	General	Brand new two wheel hand tractor	
02	Capacity	Capability carry weight of 2 tons	
03	wheels	Shall be pneumatic tires	
04	Engine	4 Stroke, 15 HP	
05	Gear	4 nos Forward and 1 nos reverse	
06	Warranty	Minimum 12 Months  All kind of repairs should be completed within 3 days during the warranty period. All defective parts should be replaced with brand new parts during the warranty period.	
07	Spares	10 years of spare parts availability (Certification from the Manufacture is Critical)	
08	Accessories	Day to day tools, jack & wheel brush / Other accessories to be provided.	
09	Past Records	List of previous users (Proof documents shall be attached)	

	Gang mower wit	th grass collector	
10	Grass collecting bucket should be fixable to the tractor		
11	Cutting width	30"	
12	Cutting height	Cutting height shall be adjustable	
13	Compliance with tractor	Item should be compliance with the offered tractor above  Explain the compliances with other brands of hand tractors.  (ie; Brand and model)	
14	Warranty	Minimum 12 Months  All kind of repairs should be completed within 3 days during the warranty period. All defective parts should be replaced with brand new parts during the warranty period.	
15	Past Records	List of previous users (Proof documents shall be attached)	

	Trailor		
16	Dimension	Length - 6 ft Width - 3½ ft Height - 15 in	
17	Brake	Mechanical pedal actuated brake	
18	Loading capacity	Capability carry weight of 2 tons	
19	Trailer body	The floor board : >=3 mm MS sheet,	
20	Warranty	Minimum 12 Months All kind of repairs should be completed within 3 days during the warranty period. All defective parts should be replaced with brand new parts during the warranty period.	
		Item should be compliance with the offered tractor above	
21	Compliance with tractor	Explain the compliances with other brands of hand tractors. (ie; Brand and model)	
22	Past Records	List of previous users (Proof documents shall be attached)	