

No. COL/DC/228/07/2016
High Commission of India
Colombo

Support Livelihood of Fishing and Farming Communities in Hambantota District

High Commission of India, Colombo invites sealed quotations (Bid Reference: COL/DC/228/07/2016) under the two bid system (technical and financial) from eligible bidders for Support Livelihood of Fishing and Farming Communities in Hambantota District.

2. Interested bidders can purchase the Tender document from Project Officer (Development Cooperation), High Commission of India, 36-38, Galle Road, Colombo-03, between **07 July 2017** and **02 August 2017** against payment of SLR 3,000 per package. **Indian bidders can purchase the tender document by paying through telegraphic transfer (TT) valued USD 20 per package in favour of “High Commission of India, Colombo” payable at “[A/C no: 25150000420006] [Swift code: SBINLKLX] State Bank of India, Colombo”**. A receipt to this effect should be enclosed with the technical bid. These documents can also be seen from www.hcicolombo.org.

3. The technical bid (Original & Duplicate) and the financial bid (Original & Duplicate) documents should be sealed by the bidder in separate covers duly superscribed and these four sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed and marked **“Support Livelihood of Fishing and Farming Communities in Hambantota District”** Sealed quotations may be submitted under the two bid system (technical and financial) by manufacturers or authorized dealers/sales agents of items mentioned in **Annexure A** (as per listed specifications) based in Sri Lanka or India. All tenders received after the deadline will be rejected.

4. Bidders requiring any clarification on any issue of the Tender document may take it up with the Technical Evaluation Committee (TEC) during the Pre-Bid meeting at 1500 Hrs on **18 July 2017** in the High Commission of India, 36-38, Galle Road, Colombo-03.

5. Bid may be submitted to **Project Officer (Development Cooperation)** High Commission of India, 36-38, Galle Road, Colombo-03 on or before 1500 hrs on 03 August 2017 and acknowledgement obtained.

6. The technical bids will be opened in presence of authorized representatives of bidders at 1530 hrs on **03 August 2017** in the High Commission of India, Colombo, Sri Lanka.

Counsellor (Development Cooperation)
High Commission of India
36-38, Galle Road, Colombo 3

Terms and Conditions

1. A certificate guaranteeing that adequate amount of spare parts will be available for **at least five years** including warranty period may be provided along with the technical bid.
2. The technical bid (**Original & Duplicate**) and the financial bid (**Original & Duplicate**) documents should be sealed by the bidder in separate covers duly superscribed and these four sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.
3. As per the MOU signed between the Government of India and Government of Sri Lanka, customs duty, VAT and other taxes will be borne by Government of Sri Lanka.
4. Indian companies will have to quote only in Sri Lankan Rupees (SLR). If selected, the payment will be made in SLR. In case the Indian companies want the payment in INR or USD, the payment will be made in INR or USD at the prevailing official rate of exchange.
5. **OPENING OF BIDS:** The sealed quotations (**technical bids**) will be opened in presence of authorized representatives of bidders at 1530 hrs on **03 August 2017** in the High Commission of India. After scrutiny of technical bids by the TEC, financial bids of only those bidders who qualify the technical evaluation will be opened at a time and date to be intimated later.
6. **EARNEST MONEY DEPOSIT (EMD)/Bid Security:** Technical bids should contain EMD (May please refer clause 10) in the form of a Bank Guarantee drawn in favour of High Commission of India, Colombo. Alternatively, a standard bid guarantee (format as in **Annexure C**) issued by a commercial bank approved by the Central Bank of Sri Lanka, in favour of the High Commission of India, Colombo of this amount may be provided. The Bid Guarantee of all unsuccessful bidders will be released after the tender is finalized. The Bid Guarantee should be valid for **a minimum period of 135 days** from the date of opening of tenders. **Earnest Money Deposit/ Bid Security must be submitted with the technical bids (in the same envelope).** Indian bidder may submit EMD in US Dollar at the official rate of exchange 1 INR = 2.3524 SLR, 1 INR = 64.87 USD; drawn in favour of the “High Commission of India, Colombo”, payable at “State Bank of India, Colombo”. Bidders are requested to intimate the concerned Bank Guarantee issuing authority to send a confirmation to the High Commission of India at dc.colombo@mea.gov.in with the following information (**This is mandatory**)
 - I. Date of issue
 - II. Bond number
 - III. Value
 - IV. To whom the bond is issued
7. **PACKAGES FOR BIDDING:** Bidders may bid for one or more of the following packages (Details in **Annexure A**). The EMD payments may be made accordingly.

Sn.No	Package	EMD (in Sri Lankan rupees)
1	Bicycle	2,100,000
2	Sewing Machine	500,000
3	Grub Hoes	1,080,000
4	Lifejacket	756,000

8. **VALIDITY AND CURRENCY OF BIDS:** All bids shall hold good for acceptance for a minimum period of **90 days** from the date of closing of tender. The price quoted in the Price Schedule Form (at **Annexure B**) should be in Sri Lankan Rupees and written clearly in ink or typewritten. The total amount of the bid should be given in words as well as in figures.

9. **PRICE QUOTATIONS:** The price as quoted in the Price Schedule Forms (**Annexure B**) should be as of point of delivery. The price both exclusive and inclusive of all taxes, duties and levies etc must be quoted. The taxes, duties and levies etc as applicable may be quoted separately. The VAT Registration number should be indicated, if registered for VAT. Otherwise, the tender is liable to be rejected.

10. **Documents establishing goods conformity to tender specification.**

- I. The bidder shall provide in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the tender documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- II. If a bidder furnishes incomplete/ wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

11. **Minor Infirmary/Irregularity/Non-Conformity:** If during the preliminary examination, the TEC find any minor infirmity and/or irregularity and/or non-conformity in a tender, the High Commission of India may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidders asking them to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be rejected.

12. **Alteration and Withdrawal of Tender**

- i. Bids are not permitted to be altered / modified after the prescribed deadline of **03 August 2017**
- ii. No bids should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

13. The bidder may provide the following:

With the Technical Bid:

(i) Self-attested photo-copy of registration of the company/firm/ proprietorship with the concerned Sri Lankan / Indian authorities.

(ii) Annual Report (where statutorily required to be filed), and Financial Reports for the last 3 years, preferably audited ones.

(iii) Details of experience in the field of supplying similar items to Government or companies in Sri Lanka or in India

(iv) Copy of registration with authorities of Government of India or Ministry of Fisheries of Sri Lanka or any Provincial Council Ministries, Chambers of Commerce in Sri Lanka, if any.

- (v) Document to support the country of origin declaration in the Price Schedule form, where applicable.
- (vi) Manufacturer's authorization letter authorizing the bidder to supply the goods.
- (vi) Documentary evidence to establish conformity of the goods to the technical specifications in the bidding documents along with the Technical Specification Form (**Annexure A**).
- (viii) The bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period.
- (ix) EMD as mentioned in paragraph 7 above **(the bid will be rejected if the EMD is not submitted in the Technical Bid envelope)**

With the Financial Bid:

- (i) Price quotation in the Price Schedule Forms (as in **Annexure B**)
- (ii) The price should be quoted only in Sri Lankan Rupees.

14. **Any alteration or deletions in the bid should be authenticated by the full signature of the bidder.**

15. **ACCEPTANCE OF TENDERS:** High Commission of India reserves right to reject bids from companies who are blacklisted by Government of Sri Lanka or Government of India.

16. **WARRANTY:** The Supplier shall provide on-site warranty. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period as originally agreed. Suppliers shall ensure the availability of after sales service for a period of at least **five years** including warranty period. The warranty period shall be **two year** for Bicycle, **one year** for Sewing Machine, **one year** for Grub Hoes and **one year** for Lifejacket on manufacturing defects. Supplier shall also carry sufficient inventories to assure ex-stock supply of consumables and spares in Sri Lanka. All charges with regard to the supply of spare parts, labor, travel, per diem and accommodation to supplier's staff etc. shall be borne by the supplier during the period of warranty. No additional expenditure for services rendered during the above period will be paid.

17. **PERFORMANCE GUARANTEE:** The successful bidder shall submit, within **fourteen** working days after the award of tender, a Performance Guarantee provided by a commercial bank or an insurance agency approved by the Central Bank of Sri Lanka, of an amount equal to ten percent (10%) of the value of order, drawn in favor of the "High Commission of India, Colombo" for the due execution of the contract within the specified period. **Indian bidder may submit the performance guarantee in US Dollar at the prevailing official rate of exchange drawn in favour of the "High Commission of India, Colombo", from "State Bank of India" payable at "State Bank of India, Colombo",** for the due execution of the contract within the specified period. The Performance Guarantee should be valid for a period of **150 days** from the date of award. If the Performance Guarantee is not submitted within **14 days** of the letter of award, the award will be cancelled and the Guarantee will be forfeited. The EMD of the bidder, whose tender is accepted, will be discharged when the said bidder's Performance Guarantee has been accepted. Bidders are requested to intimate the concerned Bank Guarantee issuing authority to send a confirmation to the High Commission of India at dc.colombo@mea.gov.in with the following information

- I. Date of issue
- II. Bond number
- III. Value
- IV. To whom the bond is issued

18. **DELIVERY:** The successful bidder must complete delivery, as stipulated above, of the items within a period of 90 days from the issue of Purchase Order. Payment will be done only after successful supply of equipment at designated places in Hambantota District. Damage, if any, in transit during the supply period shall be the responsibility of the supplier and should be replaced free of cost. The exact places and the quantities to be supplied there will be intimated later. If the successful bidder fails to hand over within the stipulated period, liquidated damages @ 0.5% of the tender amount shall be levied for a delay of each calendar week or part thereof, subject to a maximum of 10%.

19. In the case of boats, Manufacture's Instruction Manual indicating operating instructions of the lifejacket is to be submitted.

20. **MODE OF PAYMENT:** Payments will be released only after the items as tendered are handed over/delivered in Hambantota, Sri Lanka in perfect working condition and physical verification of the supplies, as also technical verification has been carried out by a competent team authorized by the Government of Sri Lanka/ High Commission of India. Upon completion of delivery, the items will be inspected and defect, shortcomings or non-conformity to specifications, if any, will be brought to the notice of the Bidder who should take immediate action to rectify those **within 14 days**

21. **RETENTION MONEY:** Retention money to the extent of 5% of the invoice amount will be retained up to the warranty period.

22. Any dispute or difference regarding the interpretation of the provisions of the Agreement/Contract shall be resolved amicably between the parties. If the dispute is not resolved through mutual consultations within a period of six months, either party may refer the dispute to arbitration in accordance with the Arbitration & Conciliation Act 1996 of India as amended from time to time. The number of arbitrators shall be one and that the place of arbitration shall be New Delhi, India. In such a situation the applicable law will be the law of India. The language of the Tribunal shall be English. The cost shall be borne by the parties equally unless otherwise determined by the Arbitral Tribunal.

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Annexure A: Specification for Bicycles

S/N			Description	Bidders Note
1	Bicycles for Gents			
2	S/N	Component	Specification	
	1	Frame	Made of round ERW Hi Steel tubing with Heavy duty, 1.5 mm gauge with bonded unions copper welded	
	2	Mudguard	16 Gauge full cover	
	3	Fork	Made of round ERW Oval tubing 1.5mm gauge. Designed to take stress fatigue	
	4	Chain Cover	Full chain case with oil bath provision	
	5	Hand Bar	Realign pattern raised bars chromium plated heavy duty.	
	6	Pedal	With compound rubber non slippery with reflectors	
	7	Brake	Center pull brakes. Ralaign pattern heavy chrome. Instant one stop braking	
	8	Tyre	28X1-1/2" 5 ply tires	
	9	Tube	28X1-1/2" 5 E/V	
	10	Carrier	Heavy luggage with plated iron good carry load 100KG and stand	
	11	Stand	Side stand CP	
	12	Seat Piller	5" BCP	
	13	Rear Triangle	Made to bear weight of 100kg load	
	14	Accessories	Bell, lock, tool, side stand, luggage carrier, pump, lamp and c/w dynamo	
	15	Warranty	2 years	
	16	Country Of Origin	India	

(Please submit separate forms for any alternate models proposed)

Signature of the Bidder: - (Common Seal of the Company)

Name & address of the Company: -

Annexure A: Specification for Sewing Machines

S/N	Component	Specification	Bidders Note
1	Shuttle	Open type shuttle race for easy shuttle cleaning	
		Feed drop arrangement for easy embroidery, stitching on silk, nylon, etc.	
2	Stand	Cast iron stand with wheel for easy maneuverability	
3	Table	Veneer finish sewing machine table measuring tape, table could be used for multiple purpose when not stitching	
4	Accessories	Complete accessory box supplied with include oil bottle, extra bobbins, extra needles, screw driver etc	
5	Capacity	Capable of up to 1150 stitches per minute	
6	Spare parts	Easy availability of spare parts	
7	Warranty	1 year	
8	Country of origin	India	

(Please submit separate forms for any alternate models proposed)

Signature of the Bidder: -
(Common Seal of the Company)

Name & address of the Company: -

Annexure A: Specification for Grub Hoes

S/N	Component	Specification	Bidders Note
1	Steel	E 09	
2	Steel weight	E 1.35 kg	
3	Warranty	1 year	
4	Country of origin	India or Sri Lanka	

(Please submit separate forms for any alternate models proposed)

Signature of the Bidder: -
(Common Seal of the Company)

Name & address of the Company: -

Annexure A: Specification for Lifejacket

S/N	Component	Specification	Bidders Note
1	Make	High density double pressed foam.	
2	Large size	Waste size 25" – 55" Buoyancy 150 "n" (Hyman weight)	
3	Cloth	Micro / rubberized	
4	Color	Luminous orange	
5	Accessories	Plastic whistle, mirror – rescue hook, rescue line, Knife, Torch, double under adjusters	
6	Warranty	1 year	
7	Country of origin	India or Sri Lanka	

(Please submit separate forms for any alternate models proposed)

Signature of the Bidder: -
(Common Seal of the Company)

Name & address of the Company: -

Annexure B: Price Schedule for Bicycles

No	Description of the Item and ITEM CODE	(1)	(2)	(3)	(4)
		Qty	Rate per Unit in SLR without Custom duty, VAT and other taxes SLR	Custom duty, VAT or other taxes SLR (per unit)	Total amount without Custom duty, VAT and other taxes SLR (1x2)
1	Bicycles	7,000			

(Please submit separate forms for any alternate models proposed)

VAT registration number (If applicable)

Total amount in words; Sri Lankan Rupees

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Signature of the Bidder

.....
(Common Seal of the Company)

Name & address of the Company -

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Name address of the Authorized Officers:

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.....

Telephone Number:.....Fax Number:

Date/...../ 20...

Annexure B: Price Schedule for Sewing Machines

No	Description of the Item and ITEM CODE	(1)	(2)	(3)	(4)
		Qty	Rate per Unit in SLR without Custom duty, VAT and other taxes SLR	Custom duty, VAT or other taxes SLR (per unit)	Total amount without Custom duty, VAT and other taxes SLR (1x2)
1	Sewing Machines	1,000			

(Please submit separate forms for any alternate models proposed)

VAT registration number (If applicable)

Total amount in words; Sri Lankan Rupees

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Signature of the Bidder

.....
(Common Seal of the Company)

Name & address of the Company -

.....
.....

Name address of the Authorized Officers:

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.....

Telephone Number:.....Fax Number:

Date/...../ 20...

Annexure B: Price Schedule for Grub Hoes

No	Description of the Item and ITEM CODE	(1)	(2)	(3)	(4)
		Qty	Rate per Unit in SLR without Custom duty, VAT and other taxes SLR	Custom duty, VAT or other taxes SLR (per unit)	Total amount without Custom duty, VAT and other taxes SLR (1x2)
1	Grub Hoes	60,000			

(Please submit separate forms for any alternate models proposed)

VAT registration number (If applicable)

Total amount in words; Sri Lankan Rupees

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Signature of the Bidder

.....
(Common Seal of the Company)

Name & address of the Company -

.....
.....

Name address of the Authorized Officers:

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.....

Telephone Number:.....Fax Number:

Date/...../ 20...

Annexure B: Price Schedule for Lifejacket

No	Description of the Item and ITEM CODE	(1)	(2)	(3)	(4)
		Qty	Rate per Unit in SLR without Custom duty, VAT and other taxes SLR	Custom duty, VAT or other taxes SLR (per unit)	Total amount without Custom duty, VAT and other taxes SLR (1x2)
1	Lifejacket	9,000			

(Please submit separate forms for any alternate models proposed)

VAT registration number (If applicable)

Total amount in words; Sri Lankan Rupees

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.....

Signature of the Bidder

.....
(Common Seal of the Company)

Name & address of the Company -

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.....

Name address of the Authorized Officers:

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Telephone Number:.....Fax Number:

Date/...../ 20...

Annexure C

BID BOND FORM

WhereasHereinafter called "The TENDERER" has submitted his/their Tender dated for the **"Support Livelihood of Fishing and Farming Communities in Hambantota District."**, as per specification schedule annexed. Know all men by these presents that we (Here in after called the Bank) are bound to the _____ (Here in after called THE PURCHASER) in the sum offor which payment well and truly to be made to the said PURCHASER The bank binds itself, its successors and assigns by these presents sealed with the common seal of the said bank this Day of 20...

The conditions of the obligation are: - .

1. If the TENDERER withdraws his bid during the period of bid validity specified by the TENDERER on the bid form or
2. If the TENDERER having being notified of the acceptance of his bid by the PURCHASER' during the period of Bid validity
 - a. Fails or refuses to execute the CONTRACT.

Or

- b. Fails or refuses to furnish the performance bond. We undertake to pay to the PURCHASER up to the above amount upon receipt of his first written demand, without the PURCHASER having to substantiate his demand PURCHASER will state that the amount claimed by him is due to him owing to the occurrence of one or both conditions, specifying the occurred condition or conditions.

This guarantee will remain in Force up- to and including 165 days after the period at BID validity, and any demand in respect thereof should reach the BANK not later than the above date.

.....
Signature of the Bank

Annexure D

PERFORMANCE BOND FORM

“Support Livelihood of Fishing and Farming Communities in Hambantota District.”

Whereas hereinafter called "The SUPPLIER" has undertaken, in pursuance of CONTRACT dated 2016 **“Support Livelihood of Fishing and Farming Communities in Hambantota District.”**

Hereinafter called "The CONTRACT" and where as it has been by you in the said CONTRACT that the SUPPLIER shall furnish you with a “Bank. Guarantee” by a recognized Bank for the sum specified herein as security for compliance with the SUPPLIER's performance obligation in accordance with the CONTRACT and whereas we agreed to give the SUPPLIER a Guarantee.

Thereof we hereby affirm that we are guarantors and responsible to you on behalf of SUPPLIER, up to a total of and we undertake to pay you upon, your first written demand declaring the SUPPLIER to be in default under the CONTRACT and without cavil or argument any sum or sums within the limits of as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until theday of 20... .

.....
Signature and the Seal of the Bank

..... We understand that you are not bound to accept the lowest or any tender you may receive Dated thisday of Two Thousand and

Signature

.....in the capacity of duly authorized to sign tenders for and on..... (Name and Address of the company)

(IN BLOCK CAPITAL LETTERS)
Name: _____

WITNESSES
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Address:

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Signature:
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Name

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Address:
.....
Signature: