

INDUSTRIAL DEVELOPMENT BOARD
No: 615, Galle Road, Katubedda, Moratuwa, Sri Lanka
(Ministry of Industries)

Tender for Supply of
CNC Laser Cutting Machine & CNC Wooden Router Machine
with accessories
Tender: T/15/2023

TENDER DOCUMENT INSTRUCTIONS TO BIDDER, TERMS
AND CONDITIONS OF TENDER

01 SCOPE OF TENDER

Tenders are hereby invited by the Chairman Tender Board, Industrial Development Board (hereinafter referred to as "IDB") for the Supply Installation & Commission of Hydraulic Shearing Machine & CNC Wooden Router to IDB Engineering Division to Katubedda.

Buyer's technical specifications/requirements for Supply of CNC Laser Cutting Machine & CNC Wooden Router with accessories in Schedule "B" of this document. The Bidder should indicate the specifications of the Machinery & equipment offered along with details such as Import and supply. The bidder shall propose to, supply

- (a) Supply & Delivery of Machinery & equipment shall specify the make, model, country of origin etc., in this document (Tools, Spare parts)
- (b) Calibration Certificate & warranty period & terms & Conditions, details of after sales service, local agent.

The Tender document in entirety consists of the following,

01	The main body of this document which consists of Information, Instructions and Terms and Conditions	Page 01-08
02	Schedule A FORM OF TENDER	Page 09 -10
03	Schedule B BIDDER'S SPECIFICATIONS	Page 11-12
04	Schedule C INSTRUCTIONS TO BIDDERS	Page 13
05	Schedule D BIDDERS INFORMATION FORM	Page 14-15
06	Schedule E SPECIMEN BID BOND FORMAT	Page 16-17
07	Schedule F SPECIMEN FORM OF PERFORMANCE BANK GURANTEE (UNCONDITIONAL	Page 18

The eligible Bidders responding may offer Bids for the items called for conforming to all instructions and terms and conditions in the entire document.

ELIGIBLE BIDDERS

02

2.1 The invitation to tendering is open to all local and foreign manufacturers/suppliers of the items called for by this tender or their accredited agents for the local supply or for the Import and supply of the same item

2.2 Further, for the bid to be eligible, the item offered by the bidder and all its component parts should be new, unused and be fit for immediate use for productive operations.

2.3 Local agent bidder to hold power of attorney

No tender from local agents on behalf of Principals abroad will be considered unless the local agent holds the power of attorney from the Principals empowering the local Agent to tender as bidder on their behalf and to enter into a valid contract and conditions of the said contract in the event of it being awarded.

2.4 If the bidder is a local agent and not bidding on behalf of principal then the bidder should submit a letter or certification authorizing the bidder as the accredited local agent for the item offered in Sri Lanka.

03 BID CURRENCY

Regardless of whether the items supplied is locally manufactured and supplied or local Ex-stock supply or supplied after importation from overseas by local agent whether on behalf of a foreign principal or not, for this tender the bid should be quoted for CIF (Colombo, Sri Lanka) value in LKR, US\$.

04 POWER OF THE TENDER BOARD TO ACCEPT OR REJECT OFFERS

- The tender board for the purchases of items reserves the right to reject any or all tenders or any portion of tender without adducing reasons. The tender board may accept all items of the tender and reserves the right to increase or decrease the quantity purchased at the quoted unit prices.
- The tender board is not liable and not bound to accept the lowest-price bid for all items and the tender board reserves the right to consider the items in differing number of parcels that would facilitate it to make selection that yield best quality and cost advantageous.

05 TENDER SUBMISSION PROCEDURE

5.1 Acceptable Tender Document

Tender should be submitted only on the set of tender documents purchased by the bidder from the Supplies Division of IDB, the address of which is:

**Deputy Director (Supplies), Industrial Development Board,
No: 615, Galle Road,
Katubeda, Moratuwa 10400, Sri Lanka.**

5.2 **Price of Tender Documents**

A set of this tender document consisting of 01 Original and 01 duplicate can be purchased for Rs.5,000/- per set. Payment can be made in cash.

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5.3 **Limitation of One Bid per Tender Document**

Only one tender shall be submitted on purchase of one set of tender documents. If a bidder intends to submit alternative option(s), for each such alternative option a separate set of tender documents should be purchased and submitted.

5.4 **Steps for Sealing and Marking of Bids**

Each completed bid should be submitted in one original and one duplicate and they should be sealed in separate envelopes (or wrappers) and marked respectively as “**Original**” and “**Duplicate**”.

While completed bid including all documents submitted must be made in duplication as instructed in the above paragraph, the exception is for the Bid Bond(Tender Security). The Tender Security which should be made as per instructions in the clauses under 6 (“**TENDER SECURITY or BID BOND**) of this document, could be a single original without a duplicate and be enclosed in a third envelope.

The 3 envelopes (or wrappers) consisting of one envelope containing the Bid Bond (Tender Security) and the other two envelopes (or wrappers) containing respectively “**Original**” and “**Duplicate**” sets of the submissions, then should be contained in one envelope (or wrapper) and sealed. This envelope (or wrapper) should be marked at its top left-hand corner of the following.

**Tender for purchasing of Supply of CNC Laser Cutting Machine & CNC
Wooden Router with accessories the above envelope (or wrapped
package)should be addressed to:
Deputy Director (Supplies)
Industrial Development Board
No: 615, Galle Road,
Katubedda -Moratuwa**

5.5 **Bid Submission**

The tender in sealed envelope (or wrapper) as per the above Clause 5.4 should either be deposited by hand in the Tender box maintained for the purpose at the office of the Deputy Director (Supplies) at the address indicated above under Clause 5.4 or be sent by registered post to the same address or courier to the same address. The tender either by hand deposit or registered post or couriered must reach the above address on or before the **closing time which is 2.30 p.m. on 03.08.2023.**

Any tender received after the closing time will be rejected unopened. Postal or other delays will not be considered as valid reasons for acceptance of late bids.

5.6 **Opening of Bids**

- Bids will be opened at Industrial Development Board, no: 615, Galle Road, Katubedda, Moratuwa, Sri Lanka immediately after closing of bid submission.
- The bidder or his duly authorized representative may be present at the time

of opening of the bid.

- Any bidder, if he/she wishes may with the permission of and by prior appointment with the Chairman of the Tender Board, scrutinize any tender that has been submitted only with regard to the prices quoted. No scrutiny on any other particulars will be allowed.

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06 BID BOND (TENDER SECURITY)

- 6.1 Each bid shall be accompanied by a bid bond under taking that the offer will be held valid for the specified period and that the offer will not be withdrawn during that period. Such security should be un-conditional and shall be in the form of a Bank Guarantee issued in favor of the Industrial Development Board. **The value of the Bid Bond should be in any of the quoted currency to the value of 2%** of the total Bid price. A specimen of a Bid Bond is provided in Schedule E.
- 6.2 The Bid Bond (Tender Security) should be submitted with the bid, arranged in the package as per instructions under the Clause 5.4 of this document. (Note: A copy or duplicate of the bid bond is not needed)
- 6.3 The validity of the Bid Bond (Tender Security) should be at least 90 (Ninety) calendar days from the date of opening of bids.
- 6.4 All bids not accompanied by a bid bond pursuant to the above clauses will be rejected and no further consideration will be given to such bids.
- 6.5 After the award has been finalized the Bid bond (Tender Security) will be released to the respective bidders with the exception of the top three bidders in the order of preference for the selection of the successful bidder. The bid bond of the top three bidders will be released after the successful bidder furnishing of required Performance Bond subsequent to the award of the tender.
- 6.6 The successful bidder on receipt of the letter of acceptance of tender should within fifteen (15) working days submit a Performance Bond as a guarantee. The terms and conditions relevant to the nature of the Performance Bond are given in clause 13 and the specification provided of scheduled
- 6.7 In the event of successful bidder after receiving letter of acceptance, fails to provide performance bond within the stipulated time period referred in paragraph 6.6 above, then the bidder will be liable to forfeit the bid bond or undergo any other penalty imposed by the Tender Board or liable to accept both forfeiture of the Bid Bond (Tender Security) and acceptance of any other penalty imposed by the Tender Board.

Note: Seven (07) working days from the date appearing in the letter of acceptance will be interpreted as the date of delivering of same.

07 DECLARATION OF THE DIRECTORS AND BANK REFERENCES

- 7.1 As called for in Schedule A: Bidder Information Form, the Bidders should declare in the case of a Private Company the names of all Directors and Shareholders of the Company. If the Company is a public incorporated company, the names of Directors should be declared.
- 7.2 The bidder should declare Bank References in Schedule A: Form of Tender

08 GUARANTEES/WARRANTY

8.1 The bidder shall guarantee that the items supplied under the contract will comply strictly with the conditions stipulated in the tender document. The bidder shall further guarantee that Machinery & Equipment supplied in the tender shall be new, unused and fit for relevant applications. Used Goods, accessories and parts will not be acceptable.

8.2 The bidder should declare the period of warranty offered for all details. The scope of warranty coverage must be unambiguously worded to clearly indicate all what are covered under Warranty offered. -Page 04-

The minimum period of warranty for items offered for this tender, shall be 02 years after acceptance of the items.

8.3 During the warranty period the successful bidder shall replace any portion of the item supplied which are found to be defective at bidder's own expense. Any maintenance support services and repairs under warranty must be done free of Charge.

09 9.1. DELIVERY AND HANDING OVER

- All the machine urgently supplied under this tender shall be delivered to Colombo, Sri Lanka and handed over to Industrial development board, 615, Katubedda, Moratuwa by successful bidders as the supplier.

9.2. PRICE SCHEDULE

The bidders should complete and sign the prescribed form of Schedule C: PRICE SCHEDULE AND OFFER FORM. Further the total bid price should also be filled in the indicated space in Schedule A: TENDER SUBMISSION FORM. As per Schedule C, a separate Performa Invoice or Invoices with full technical specifications and prices should be annexed.

The price should be inclusive of delivery to IDB at Katubedda, Moratuwa. As per clause 3 the bid currency should be in LKR, USD and also in case supplying after of importing form abroad, the Supplier must attend to all the matters inclusive of opening of Letter of Credit and settlement of Bills. The rates quoted must be entered clearly in ink or typewritten. All alterations and erasers in the tender should be initialed by the renderers. Otherwise the tender will be liable to be treated as informal and rejected.

10 VALIDITY PERIOD

Offers should be valid for a minimum period of **90** days from the date of closing tender.

11 MODE OF PAYMENT

- (i) Payment will be released on receiving the machines and physical inspection at site.
- (ii) payment – satisfactory completion of testing & Installation commissioning Training and handover certificate & satisfactory handover equipment and payment recommendation for TEC final report.

12 PERFORMANCE BOND

- 12.1 The successful bidder on receipt of the letter of acceptance of tender should within Fifteen (15) working days submit a Performance Bond as a guarantee. (Acceptable Sri Lankan National Bank & Commercial bank only) Ten (10) working days from the date appearing in the letter of acceptance of tender will be interpreted as the date of delivering of same. A specimen performance bond is annexed herewith as schedule F which shall be used substantially in mutually agreeing upon the format of the performance bond.

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- 12.2 A sum equivalent to ten percent (10%) of the total value of tender in cash or by Bank Guarantee will be required as Performance Bond for the due fulfillment of the contract by the successful bidder.

- 12.3 If the Chairman, Industrial Development Board is of the opinion that the performance of the successful bidder is unsatisfactory and that; there is a breach of the stipulated condition

of the tender agreement, the performance bond is liable to be forfeited and the contract terminated.

- 12.4 The performance bond should cover and be in force for a period commencing from date of receipt the award by the successful bidder. The performance bond period will end one year & three month from the date of supply & delivery commissioning Goods at IDB. The performance bond will be released to the supplier at the end of that period.

13 CORRECTION OF ERRORS

Errors in bidder's price schedule and offer form and /or detailed price lists shall be corrected at evaluation stages as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity,
 - (i) The unit rate as quoted will govern
 - (ii) unless in the opinion of the Tender Board and its Technical Evaluation Committee there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line items total as quoted will govern and the unit rate shall be corrected.
- (c) If the corresponding bid amount increases due to corrections of above mistakes, the corrections shall be re-adjusted by the Tender Board within the tendered price in consultation with the bidder. Where the adjusted price is lower than the tendered price the adjusted price will be the bid price.

If the bidder does not agree for such adjustments, the bidder's bid will be rejected by the Tender Board.

14 DELIVERY

The bidder shall declare the Delivery Period for the items to reach Colombo, Sri Lanka. While the delivery period is left open for bidders to specify, the

Tender Board reserves the right to give higher preferences to bids that specify shorter periods when evaluating competing bids which are equal otherwise.

15 INSPECTION

Any loss or damages due to unsatisfactory or insecure fixture on items except for the local transportation shall be fixed by the Supplier at their own cost. The supplier must be certified items supplied for its quality and conformity to specifications accepted by Industrial Development Board.

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16 DELIVERY WITHIN THE AGREED PERIOD

Should the bidder anticipate at any time during the execution of the order that he will be unable to deliver the agreed items within the time specified in his tender he shall at once give notice accordingly in writing to the Chairman, Tender Board, Industrial Development Board, No: 615, Galle Road, Katubedda, Moratuwa, Sri Lanka explaining the cause for the delay. In case of delay, the Chairman, Tender Board, shall have the option of either granting an extension or terminating the contract ruling the case as default and collecting the Performance Bond without recourse.

If an extension is granted, the bidder shall deliver Goods within the further extended period, but will in addition to any other liabilities incurred by him under this contract, be subjected to a deduction from the tendered sum as and for liquidated damages and as a penalty of one percent per week of the value of any supply which may be in errors.

17 FORCE MAJEURE

The bidder is not responsible for delay or non-performance of this contractual obligation to sell and the IDB is not responsible for delay or non-performance or its contractual obligations to purchase all or any part of the items caused by wars, blockages, revolutions insurrections, civil commotions, riots, mobilizations strikes, lockouts acts of god, plague or other epidemics, fire flood etc., and destructive acts against the Government or by Public enemy.

18 AGENTS RIGHTS OF ROYALTIES

The bidder shall indemnify the IDB against any and all claims at any time arising on account of patent rights or royalties whether from manufacturers or other form the sue in the country of Sri Lanka patented or royalty or items supplied.

19 APPLICABLE LAW

This tender and any contract resulting there from shall be governed by and construed according to the laws of the Democratic Socialist Republic of Sri Lanka.

20 LANGUAGE OF THE TENDER

The tender and all connected documents shall be prepared in the English Language.

21 DETAILS TO ACCOMPANY THE TENDER AND ARRANGEMENT OF THE TENDER RESPONSE

The tender submitted should include the following:

- The whole of this tender document (including this main body and all the schedules) A, B, C, D, E & F all duly filled.
- Bid Bond
- All the supporting documents called for by this tender document including its Schedules and also to include the following wherever applicable.
 - Power of Attorney for Local Agent bidding on behalf of foreign principal bidder.
 - Letter or Certification of Authorizing Local Agent accredited agent for the offered item in Sri Lanka. -Page 07-
 - Any Brochures/Literatures/Catalogues for the Offered Item, from the Bidder/Principal or the Manufacturer.
 - Any other documents called for and necessary as supporting.
 - All the documents other than Bid Bond submitted should be included as annexes with each annex appropriately numbered and be easily identifiable. Further for each annex attached to original set, a copy should be attached to duplicate set too.
 - The Bid Bond for which the single original is sufficient should be enclosed in separate envelope as instructed in clause 5.4
 - The pages of this tender document shall not be re-numbered and be presented in same order. However, the annexes to the tender including schedules, whether they are supporting documents or necessary insertions

for want of space in the provided schedule forms, could be inserted in between appropriate pages provided they are securely stapled.

22 CHANGES OF ADDRESS

Orders, notices and other correspondences if and when needed will be sent to bidder's address indicated in the Tender Submission Form.

- Any change of bidder's business address indicated in the offer subsequent to the submission of bidding should be immediately notified to the Chairman, Tender Board, Industrial Development Board, no: 615, Galle Road, Katubedda, Moratuwa, Sri Lanka and such notifications will be acknowledged by the Chairman Tender Board.

23 OTHERS

- Bidders must acquaint themselves fully with the conditions of the tender. No plea of lack of information or insufficient information will be entertained at any time. No tender will be considered unless in respect of it all the conditions laid down have been strictly fulfilled.

- All expenses connected with the preparation and submission of tender shall be borne by the bidder.
- Any further information required by the bidders can be ascertained upon application to the Deputy Director Industrial Development Board, No:615, Galle Road, Katubedda, Moratuwa, Sri Lanka or by emailing supplyidb@gmail.com
- This notice shall be signed by the bidder in the space provided below and shall be returned along with the tender documents.

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SCHEDULE A

TENDER NO: T /15/2023

**Tender for Supply of CNC Laser Cutting Machine &
CNC Wooden Router with accessories**

Tender: T/15/2023

FORM OF TENDER

Chairman Tender Board,
Industrial Development Board,
615,Galle Road, Katubedda- Moratuwa.

1. I/We, the undersigned, having read and fully acquainted myself /ourselves with the content of the “TENDER DOCUMENT- instructions to bidder and terms and conditions of tender including all the Schedules (Schedules A,B,C,D thereto, do hereby undertake to supply the following **Capital Goods** in accordance with the instructions, terms and conditions of tender. The Bid prices of goods offered (delivered price) as per the following.

Item No	Description in Brief	Qty	Unit Price	VAT	Total with Vat
01	CNC Laser Cutting Machine				
	1. Make 2. Model 3. Type 4. Cutting material 5. Cutting Thickness 6. Laser powder 7. Working size 8. X Axis travel 9. Y Axis travel 10. X/Y position accuracy 11. X/Y re position accuracy 12. Axis moving speed 13. Laser Head 14. Machine Bed 15. Controller 16. Software 17. After sales conditions 18. Past experience in supplying,	01			

	installing and commissioning of similar machinery 19. Availability of engineering/technical staff for repair and maintenance of machinery 20. Warranty period 21. Catalogues, operation manuals and spares parts availability 22. Training on operation and maintenance 23. Additional features 24. Delivery Period urgent Supply within 3 weeks (plz mansion delivery date)				
02	CNC Wooden Router with accessories				
	1. Use for foundry Patten works 2. Materials are Aluminum & wood 3. Table size 4" x 4" 4. Spindle Movement height (Z-Axis) (200-300) mm 5. Automatic tool sensor calibration 6. Command Language is G-Code 7. Water cooling spindle (0-24000rpm) 8. Dust Collector system 9. Complete tool kit cutting tool 10. Safety equipment 11. Standard and optional accessories 12. Operational & maintenance manual 13. Warranty period 14. After sale conditions 15. Pass experience in suppling installation of similar machine (Government Sector) 16. Customer list Delivery Period urgent Supply within 3 weeks (plz mansion delivery date)	01			

- a). Total Bid price in words S.L Rupees
- (b) Total VAT and NBT (if applicable) in words S.L. Rupees
- (c) I/We confirm that this offer shall be open for acceptance until and that it will not be withdrawn or revoked prior to that date
- (d) I/We attach hereto all necessary the documents as per requirements of the tender document as part of my/our bid.

(e) I/We understand that you are not bound to accept the lowest tender and that you reserve the right to reject any or all tenders or accept any part of a Tender without assigning any reasons for such actions.

(f) My/Our Bank Reference (s) is/are as follows:-

(g) Firm delivery period (in weeks) from date of the order (**Item Wise**)

(h) My/Our VAT Registered No:

(i) My/Our address for the purpose of this Tender and the Contract, if awarded is as follows:-

Address:

Fax: Telephone:.....

Signature of Bidder:.....

Name of Bidder:

Date:.....

Company Seal:

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SCHEDULE "B"

TENDER NO: T /15/2023

Tender for Supply of CNC Laser Cutting Machine & CNC Wooden Router with accessories Tender: T/15/2023

The Capital Goods sought in this tender are listed with required **Specifications** in **Buyer's** column below. The **Bidder** should indicate the specifications of the Capital Goods offered along with details such as locally fabricated or import and supply. The items proposed to import and supply should provide the make, model, country of origin etc., for easy evaluation.

Purchase of Machinery & Equipment

S/N	Buyers' Specifications		Qty	Bidder's Specifications
01	CNC Laser Cutting Machine			
	1. Make	Reputed Brand (Pl specify)		
	2. Model	Pl Specify		
	3. Type	CNC Fiber laser cutting		
	4. Cutting material	Mild steel, die steel, Stainless steel, Aluminum, Brass		
	5. Cutting Thickness	Mild steel up to 12 mm stainless steel – up to 5mm and mention the cutting thicknesses of		
	6. Laser powder	To suit the cutting above metals		
	7. Working size	Min 2400x1200mm		
	8. X Axis travel	1200 mm		
	9. Y Axis travel	2400 mm		
	10. X/Y position accuracy	0.03-0.06 mm		

	<ol style="list-style-type: none"> 11. X/Y re position accuracy 12. Axis moving speed 13. Laser Head 14. Machine Bed 15. Controller 16. Software 17. After sales conditions 18. Past experience in supplying, installing and commissioning of similar machinery (Specially government sector) 19. Availability of engineering/technical staff for repair and maintenance of machinery 20. Warranty period 21. Catalogues, operation manuals and spares parts availability 22. Training on operation and maintenance 23. Additional features 24. Delivery Period urgent Supply within 3 weeks (plz mansion delivery date) 	<p>0.03-0.05 mm</p> <p>PI Specify</p> <p>Reputed Brand</p> <p>PI Specify</p> <p>Reputed and durable Brand</p> <p>PI Specify</p> <p>PI Specify</p> <p>PI Specify</p> <p>PI Specify</p> <p>PI Specify</p> <p>PI Specify</p> <p>PI Specify</p> <p>PI Specify</p> <p>PI Specify</p> <p>PI Specify</p> <p>PI Specify</p> <p>PI Specify</p> <p>PI Specify</p>		
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02	CNC Wooden Router with accessories		
	<ol style="list-style-type: none"> 1. Use for foundry Patten works 2. Materials are Aluminum & wood 3. Table size 4" x 4" 4. Spindle Movement height (Z-Axis) (200-300) mm 5. Automatic tool sensor calibration 6. Command Language is G-Code 7. Water cooling spindle (0-24000rpm) 8. Dust Collector system 9. Complete tool kit cutting tool 10. Safety equipment 11. Standard and optional accessories 12. Operational & maintenance manual 13. Warranty period 14. After sale conditions 15. Pass experience in suppling installation of similar machine (Government Sector) 16. Customer list Delivery Period urgent Supply within 3 weeks (plz mansion delivery date) 	01	

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READ ONLY

SCHEDULE "C"

TENDER NO: T /15/2023

Price Schedule & Offer Form

INSTRUCTIONS

- A. The Bid prices for each item in figures shall be declared in attached table in Sri Lankan Rupees, exclusive of Government Taxes such as VAT.

- B. If the Bidder is a VAT Registered supplier, the VAT components should be shown separately, indicating the VAT Registration number.
- C. The Bidder should submit a Proforma Invoice covering the Machinery & Equipment accessories offered.
- D. Firm guarantee period to be indicated.

Item No	Description in Brief	Required Quantity	Unit Price	VAT	Total with tax
01	CNC Laser Cutting Machine	01			
02	CNC Wooden Router with accessories	01			

READ ONLY

**Tender for Supply of CNC Laser Cutting Machine &
CNC Wooden Router with accessories
Tender: T/15/2023**

BIDDER INFORMATION FORM

D.1 Name of Local Bidder/Company

(Tendering as the Primary Bidder; local or foreign, or as the Local Bidder on behalf of a foreign principal under empowerment with a Power of Attorney).

D.2 Nature of Organization

**(State whether Individual/Proprietorship/Partnership/
Private Company/Incorporated other – if other state what it is)**

D.3. Business Registration(only for Local bidders):

Indicate the Appropriate Type of Registration.

Certification of Registration by Divisional Secretary under Business Names Ordinance /Certificate of Incorporation issued by Registrar of Companies/other (state what it is)

Date and Number of the Registration:.....

A copy of the registration certificate should be annexed as a Supporting Document.

D.4 Office Address:

.....

D.5 Telephone..... D.6: Fax.....

D.7. E. Mail :.....

D.8 Any other contact address (such as cable, telex).....

**D.9. Name of Directors & Shareholders for Private Company or
Names of Directors for Incorporated Company**

.....
.....

**D.10. Names, Designations and phone No. of a contact person (if authorized) to
co-ordinate/liase on behalf of bidder (this contact person should be from the same company as
the bidder.)**

D.11 Name & Address details of the Principal

Fill in the name and address of the principal supplier/principal bidder:-

.....
.....
.....

Fax: E. mail :.....

D.12. Letter or Certificate of Authorization/Power of Attorney

As supporting document, submit as an annex the relevant of the following two:

1. If you are authorized distributor/Agent - your principals letter of authorization or supporting certification stating the nature of the authorization with period of validity.
2. If you are local party bidding on behalf of foreign principal bidder submit as an annex a copy of the valid Power of Attorney empowering you to bid on behalf of them.

D.13. Customers Lists.

All Bidders (Manufacturers or Suppliers) should submit a list of their Customers in Sri Lanka, who have been supplied with Similar Machinery & Equipment in past 10 years, indicating details such as Name, Contact Person, Address, Telephone Number and details about the Machinery & Equipment supplied.

READ ONLY

SCHEDULE “E”

SPECIMEN BID BOND FORM

Invitation to tender for the Supply and Delivery of Equipment for the

BID BOND

By this Bond we.....(name of Bidder).....
(Hereinafter called “the Bidder) and We.....(name of Bank).....
Hereafter called the Surety) whose registered office is at.

..... Are held and firmly bound unto The Chairman Industrial
Development Board of Ceylon (hereinafter called the Authority) in the sum of Sri Lankan
Rupees:..... For the payment of which sum the
Bidder and the Surety bind themselves their successors and assign jointly and severally by these presents.

Whereas the Authority has invited the Bidder and other persons to complete tenders in similar terms for
the Manufacture and/or supply of

.....(items).....
.....
.....
.....
.....

and works associated therewith (hereinafter called ‘ the Works”) and to submit the same for the
consideration of the Authority a tender (hereinafter called “The Tender”) in accordance with such
invitation, the Bond shall provide security to the Authority that the Bidder will honors certain obligations
to be undertaken by him in the Tender in accordance with the following conditions: -

Now the Conditions of this Bond are:-

That it shall remain in full force and effect until the earliest of

.....(date).....being..... .days from the(Date of
Closing of Tender)..... the date stipulated by the Authority as the deadline for the submission of tenders,
or any prolongation of such date above notified to the Authority by the Bidder and the Surety in writing.

In the event of the acceptance of the Tender by the Authority as the most suitable and the Authority
notifies the Bidder about the award, the date upon which the Bidder provides a Performance Bond to the
Authority in accordance with the terms of the contract thereby made between them or

In the event of the placement of the Tender by the Authority as second or third among the top three
selected, the date upon which the top placed if not the second placed bidder provides a Performance Bond
to the Authority in accordance with the terms of the contract thereby made between them or

In the event of the Tender being not placed among top three, the date upon the notification of acceptance
for the top placed bidder is made.

.....Subject to this Bond being in full force and effect, the Surety shall pay the full amount specified
in this Bond upon receipt of first written demand from the Authority stating that.

- (i) The Bidder had withdrawn the Tender during the validity of this Bond or
- (ii) The Bidder has failed to provide a Performance Bond to the Authority in accordance with the
terms of the contract between them upon acceptance of the Tender.

No alteration in the terms of the Tender, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Tender on the part of the Authority, or any objection from the Bidder shall in any way release the Surety from any liability under this Bond.

The benefit of this Bond shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Bidder.

This Bond shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.

I executed as a Deed this () day of 20 ()

For and on behalf of the Bidder..... for and on behalf of the Surety

.....

Signed by: Signed by:.....

In the capacity of..... In the capacity of.....

And by..... And by:.....

In the capacity of..... In the capacity of.....

Seal (Where applicable) Seal(Where Applicable)

READ ONLY

SCHEDULE “F”

Tender No: T/15/2023

SPECIMEN FORM OF PERFORMANCE BANK GURANTEE (UNCONDITIONAL)

Bond Number:.....

Date:

SUM GURANTEED:.....

**To: Industrial Development Board of Ceylon,
615, Galle Road, Katubedda,
Moratuwa
Sri Lanka**

Whereas. (name and address of contractor) (hereinafter called the contractor) has undertaken in pursuance of contract No:.....dated..... to execute..... (Name of contract) (Hereinafter called” the contract”).

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for a sum specified therein as security for compliance with his obligations in accordance with the Contract.

And whereas we have agreed to give the Contractor such a Bank Guarantee.

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of(amount of Guarantee)..... Amount in words, such sum being payable, and we undertake to pay you upon your first written demand and without cavil or argument, any sum or sums within the limits of(amount of Guarantee) as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of contract or of the Works to be performed hereunder or of any of the Contract document which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

This guarantee shall be valid until a date:.....

Signature and the Seal of the Guarantor :.....

Name of the Bank:.....

Address:.....

Date:.....

Witness:.....

Received By :

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READ ONLY