



**Selecting Of Manufacturers to Supply Eco Friendly  
Fertilizer**

**MOA / NCB / Eco Friendly Fertilizer / 02/2020**

**Ministry of Mahaweli, Agriculture, Irrigation and Rural Development,  
80/5, Govijana Mandiraya, Rajamalwatthe Avenue,  
Battaramulla.**

## Section I. Instructions to Bidders(ITB)

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

### General

1. Scope of Bid 1.1 The Purchaser indicated in the Bidding DataSheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS .The name, identification, and number of lots (individual contracts), if any, are provided in theBDS.

Throughout these BiddingDocuments:

- (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof ofreceipt;
- (b) if the context so requires, “singular” means “plural” and vice versa;and
- (c) “day” means calendarday.

2. Source of Funds 2.1 Payments under this contract will be financed by thesource specified in the BDS .

3. Ethics, Fraud andCorruption The attention of the bidders is drawn to the followingguidelines of the Procurement Guidelines published by National Procurement Agency:

- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout theprocess;
- Officials shall refrain from receiving any personal gain from anyProcurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect ofinfluencing a decision or impairing the objectivity of anofficial.

The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of thispolicy:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anythingofvaluetoinfluencetheactionofapublic

official in the procurement process or in contract execution;

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

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

#### 4. Eligible Bidders

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

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

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

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (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](http://www.npa.gov.lk).

4.4 Foreign Bidder may submit a bid only if so stated in the in

the BDS.

5. Eligible Goods and Related Services
- 5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

### Contents of Bidding Documents

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

#### Volume 1

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

#### Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation For Bid

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

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

8. Amendment of Bidding Documents
- At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

### Preparation of Bids

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

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

11. Documents Comprising the Bid
- The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - (b) Bid Security or Bid-Securing Declaration, in

accordance with ITB Clause 20;

- (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
- (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) any other document required in the BDS.

12. Bid Submission Form and Price Schedules

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.

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

The Bidders shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

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.

If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately..

- (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
  - (a) on components and raw material used in the manufacture or assembly of goods quoted; or
  - (b) on the previously imported goods of foreign origin.
- (ii) However, VAT shall not be included in the price but shall be indicated separately;

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

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, pursuant to ITB Clause 31.

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.

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|---|---|
| 15. Currencies of Bid   | 15.1 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.  |
| 16. Documents Establishing the Eligibility of the Bidder                    | 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.   |
| 17. Documents Establishing the Conformity of the Goods and Related Services | <p>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 V, Schedule of Requirements.</p> <p>The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.</p> <p>The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.</p> |

18. Documents  
Establishing the  
Qualifications  
of the Bidder

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
- (b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of  
Validity of Bids

Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as nonresponsive.

In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.

The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:

- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, [www.npa.gov.lk](http://www.npa.gov.lk).
- (c) be substantially in accordance with the form included



in Section IV, Bidding Forms;

- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for the period specified in the BDS.

Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
- (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 42;
  - (ii) furnish a Performance Security in accordance with ITB Clause 43.

## 21. Format and Signing of Bid

The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

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.

Any interlineations, erasures, or overwriting shall be valid

only if they are signed or initialed by the person signing the Bid.

### Submission and Opening of Bids

#### 22. Submission, Sealing and Marking of Bids

Bidders may always submit their bids by mail or by hand.

- (a) Bidders submitting bids by mail 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.

The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

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

#### 23. Deadline for Submission of Bids

Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.

The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### 24. Late Bids

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

#### 25. Withdrawal, and Modification of Bids

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

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

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

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

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

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

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

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

### Clause 24.1.

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

## 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.

Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser 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 Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or

omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

### 30. Nonconformities, Errors, and Omissions

Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount

expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

31. Preliminary Examination of Bids

The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.

The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to Single Currency

34.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies into Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference

34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35. Evaluation of Bids

The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

To evaluate a Bid, the Purchaser shall consider the following:

- (a) the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
- (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids

If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance

with ITB Clause 35.

37. Postqualification of the Bidder

The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

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

#### Award of Contract

39. Award Criteria

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

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

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

41. Notification of Award

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

Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.



42. Signing of  
Contract

Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

43. Performance  
Security

Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]*

<b>ITB Clause Reference</b>	<b>A. General</b>
<b>ITB 1.1</b>	The Purchaser is <sup>1</sup> : <b>Secretary, Ministry of Mahaweli, Agriculture, Irrigation and Rural Development</b>
<b>ITB 1.1</b>	The name and identification number of the Contract are <sup>2</sup> : <b>Selecting Of Manufacturers to Supply Eco Friendly Fertilizer</b> <b>MOA / NCB / Eco Friendly Fertilizer / 02/2020</b>
<b>ITB 2.1</b>	The source of funding is <sup>3</sup> : <b>GOSL</b>
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention <sup>4</sup> : <b>Assistant Director, National Fertilizer Secretariat</b> Address <sup>5</sup> : <b>Ministry of Mahaweli, Agriculture, Irrigation and Rural Development, 80/5, Govijana Mandiraya, Rajamalwatthe Avenue, Battaramulla.</b> Telephone: <b>0113403780</b> Facsimile number: <b>0112887406</b> Electronic mail address: <a href="mailto:slfertilizerpolicy@gmail.com">slfertilizerpolicy@gmail.com</a>

	<b>C. Preparation of Bid</b>
<b>ITB 11.1 (e)<sup>6</sup></b>	<p>The Bidder shall submit the following additional documents:</p> <ul style="list-style-type: none"> <li><b>a. Profile of manufacturer – Annexure 1</b></li> <li><b>b. Specifications for Eco Friendly Fertilizer – Annexure 2</b></li> <li><b>c. List of existing dealer/ retailer of the manufacturer-Annexure5</b></li> <li><b>d. Audited financial statements for last 2 years – Annexure 6.1</b></li> <li><b>e. Experiences (quantity sold) for last 2years – Annexure 6.2</b></li> <li><b>f. Power of attorney – Annexure 7</b></li> <li><b>g. Delivery schedule – Annexure 8</b></li> <li><b>h. Company profile – Annexure 9</b></li> <li><b>i. Environment protection license – Annexure 10</b></li> <li><b>j. infrastructure facilities – Annexure 11</b></li> <li><b>Proposed areas to supply fertilizer - Annexure 12</b></li> <li><b>Details of receipts of payment for Rs.5,000.00non refundable deposit and Rs.10,000.00 refundable deposit - Annexure 13</b></li> <li><b>Approval for land extent - Annexure 14</b></li> <li><b>n. Certified copy of Business registration</b></li> <li><b>o. Product registration certificate issued by National Fertilizer Secretariat</b></li> <li><b>p. Product testing certificate issued by Department of Agriculture</b></li> <li><b>q. Analysis certificate issued by an accredited laboratory (within 6 months of period)</b></li> <li><b>r. Vat registration</b></li> </ul>
<b>ITB 14.3<sup>7</sup></b>	<p><i>One bidder may quote maximum quantity required for 8,000ha and maximum pilot project area will be 30,000 ha</i></p> <p><i>(list the items together with quantities)</i></p>
<b>ITB 15.1<sup>8</sup></b>	<p>The bidder shall quote the local expenditure in Sri Lankan Rupees.</p>

ITB 17.3 <sup>9</sup>	<p>Period of time the Product are expected to be functioning after sales:</p> <p style="text-align: center;"><b>Only one season</b></p>
ITB 18.1 (b)	After sales service is: <b>bidder shall responsible for the relevant cultivation</b>
ITB 19.1 <sup>10</sup>	The bid shall be validity until. <b>15 June 2020</b>
ITB 20.1	<p>a. Bidder shall submit a refundable deposit of Rs.10,000.00 by cash payable to the secretary, Ministry of Mahaweli, Agriculture, Irrigation and Rural Development or</p> <p>b. Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms;</p>
ITB 20.2 <sup>11</sup>	<p>The amount of the Bid Security shall be<sup>12</sup><b>RS.10,000.00</b></p> <p><i>The validity period of the bid security shall be until<sup>13</sup>15 July 2020</i></p>
<b>D. Submission and Opening of Bids</b>	
ITB 22.1	The Bidder shall submit bids in separate sealed envelopes duly marking the envelopes as “ <b>original</b> ” and “ <b>copy</b> ” shall then be enclosed in one single envelop. These envelopes should be prepared according to the ITB 22.2.
ITB 22.2 (c)	<p>The Bidder shall submit the Bid under two separately sealed envelopes as follows:</p> <p>(a) The first envelope shall be clearly marked “<b>ENVELOPE 1 –, Technical proposal</b>”</p> <p>(b) The second envelope shall be clearly marked “<b>ENVELOPE 2 – “FINANCIAL BID”</b>”</p>

	<p><b>The Envelope 1, marked as “Technical proposal” shall include the originals of the following:</b></p> <ul style="list-style-type: none"> <li>(i) <b>Volume 1 of the Bidding Document</b></li> <li>(ii) <b>Duly filled, “Annexure 1,2, 5,6,2, 7, 8,9,10,11,12,13,14”</b></li> <li>(iii) <b>Other information listed in Bidding Data; and</b></li> <li>(iv) <b>Any other information, bidder may wish to include</b></li> </ul> <p><b>The Envelope 2, marked as “ORIGINAL OF FINANCIAL BID” shall include the originals of the following:</b></p> <ul style="list-style-type: none"> <li>(i) <b>Duly filled and signed Price Schedule (Annexure 4)</b></li> <li>(ii) <b>Bid Submission Form</b></li> <li>(iii) <b>Annexure 6.1</b></li> </ul> <p><b>The two covers shall then be sealed in an outer Envelope All inner and outer envelopes/covers shall:</b></p> <ul style="list-style-type: none"> <li>(a) <b>be addressed to the Employer at the address provided in the Bidding Data;</b></li> <li>(b) <b>bear the name and identification number of the Contract as follows</b></li> </ul> <p><b>Selecting Of Manufacturers to Supply Eco Friendly Fertilizer</b></p> <p><b>MOA / NCB / Eco Friendly Fertilizer / 02/2020</b></p>
<p><b>ITB 23.1</b></p>	<p>For bid submission purposes, the Purchaser’s address is:</p> <p>Attention<sup>14</sup>: <b>Chairman, Ministry procurement committee</b></p> <p>Address <sup>15</sup>: <b>Ministry of Mahaweli, Agriculture, Irrigation and Rural Development,80/5, Govijana Mandiraya, Rajamalwatthe Avenue,Battharamulla.</b></p> <p>The deadline for the submission of bids is:</p> <p>Date<sup>16</sup>: <b>13.03.2020</b>                      Time<sup>17</sup>: <b>2.00pm</b></p>
<p><b>ITB 26.1</b></p>	<p>The bid opening shall take place at:</p> <p>Address: <b>Conference room, 2<sup>nd</sup> floor, Ministry of Mahaweli, Agriculture, Irrigation and Rural Development,80/5, Govijana Mandiraya, Rajamalwatthe Avenue,Battharamulla.</b></p>

	Date: <b>13.03.2020</b> Time: <b>2.00 pm</b>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 34.1</b>	Domestic preference <i>shall</i> be a bid evaluation factor.
<b>ITB 35.4<sup>18</sup></b>	The following factors and methodology will be used for evaluation: <b>1. Technical proposal - 100 Marks</b> <b>a. Eligibility – 35 Marks</b> <b>b. Technical - 45 Marks</b> <b>c. Infrastructure - 20 Marks</b> <b>Bidders who obtained over 70 marks will be considered for the Financial evaluation.</b> <b>2. Financial proposal -</b> <b>Further information... please see the Annexure 3</b>
<b>ITB 35.5</b>	Bidders <i>shall be allowed</i> to quote for one or more lots.

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### **Section III. Evaluation and Qualification Criteria**

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

#### **Contents**

1. Evaluation Criteria
2. Evaluation Criteria
3. Multiple Contracts
4. Domestic Preference
5. Post qualification Requirements

### **1. Evaluation Criteria (ITB 35.3 (d))**

The evaluation of technical proposal will be completed prior to any financial bid being opened. The Employer evaluates the Envelope 1 – technical proposal on the basis of their responsiveness to the Employer’s Requirements, applying the evaluation criteria

During the evaluation of Envelope 1 for, the technical proposal, Employer will determine whether the Bidders are qualified and are substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking in to account the factors and marking system out lined in the (annexure 3)

A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer’s Requirements or if it fails to achieve an overall minimum point together with the minimum given against each criterion.

After the evaluation of Envelope 1 is completed, the Employer shall notify those Bidders whose technical proposal did not meet the minimum qualifying marks or were considered nonresponsive to the Employer’s Requirements, indicating that their envelope marked ‘Envelope 2 – Financial Bid’ will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked ‘Envelope 2 - Financial Bid’.

The Envelope 2 shall be opened publicly in the presence of the Bidders’ representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked ‘Envelope 2 – Financial Bid’ are Opened Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.



In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:

- a) Excluding Provisional Sums and the provision, if any;
- b) Correcting the arithmetical errors
- c) Making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
- d) Applying any discounts offered by the Bidder.

The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

## **2. Evaluation Criteria . Specified in the annexure 03**

### **3. Multiple Contracts (ITB 35.5)**

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 37.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.8 b26 Section III. Evaluation and Qualification Criteria

I. (b) take into account:

- (i) the lowest-evaluated bid for each lot and
- (ii) the price reduction per lot and the methodology for its application offered by the Bidder in its bid”

### 3. Post qualification Requirements (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

#### (a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): [list the requirement(s)]

#### (b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): [list the requirement(s)]

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

### **Domestic preference**

#### **Domestic goods are eligible**

## Section IV. Bidding Forms

### Table of Forms

- Bid Submission Form
- Price Schedule

## 5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests if any]*

The NFS will collect the sample using random sampling method of the product offered for selection from manufacturing place and open market to check the quality. The said sample shall be tested in SLAB accredited or research stations selected by the Director National Fertilizer Secretariat. The manufacturer whose product sample drawn from the market conforms to the specification or the standards derived by the expert panel appointed by the Secretary to the Ministry of Agriculture will be considered for the further process. However, if the sample fails to meet the specification or the standards derived by the expert committee, the manufacturer shall not be selected for that particular product. The testing charges to be borne by manufacturer. The manufacturer will have to provide list of its retailer/dealer

***This shall be included in the financial proposal – Envelope 2***

## **Bid Submission Form**

*[Note: the purchaser is required to fill the information marked as “\*” and delete this note prior to selling of the bidding document]*

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: **.03.2020**

No.: **MOA / NCB / Eco Friendly Fertilizer / 02/2020**

To: **Secretary, Ministry of Mahaweli, Agriculture, Irrigation and Rural Development**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[\* insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid without VAT, including any discounts offered is  
.....
- (d) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures];*  
.....
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (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.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

**Signed:** *[insert signature of person whose name and capacity are shown]*

**In the capacity of***[insert legal capacity of person signing the Bid Submission Form]*

**Name:** *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

**Dated** on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Company seal**

## Annexure 4

*This shall be included in the financial proposal*

### Price Schedule

#### Option 01 - Eco friendly fertilizer using without inorganic fertilizers

**Note:** [The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

I/ We hereby offer best price to the farmer for supply of Organic Fertilizer for the specified quality and specification given at **technical specifications** and as per the Terms of Reference given in this BID Document. The rates are quoted in the prescribed form given below: (**Amt. in Sri Lanka Rs. (LKR)**) Sri Lanka Rs. (LKR)

Sn.	Type of fertilizer	Unit	Price Offered for 40 kg bag /1kg / 1L as per specification (Rs) unit price (a)	Total land extent (ha) (b)	Total fertilizer quantity (kg/l) (c)	Total fertilizer cost (Rs) (d) =(a*c)	Operational cost including Transport cost (Rs) to end point (e)	Total cost (Without Vat) (Rs) (f) = (d+e)	Total cost (With Vat) (Rs) (g) = (f+f*8%)
1.	<b>Compost</b>	40kg bag							
2.	<b>Organic Liquid</b>	1L							
3.	<b>Bio fertilizer</b>	Kg/L							
4.	<b>Vermi Compost</b>	kg							

- One bidder shall be quote for maximum 8,000ha
- Bidder shall quote for either option 01 or 02 or both
- **Price Offered shall be exclusive of VAT /Applicable Taxes.**
- Above price is to be quoted are inclusive with all standard packing material as per the given guidelines and transport cost to the end point with unloading charges.

Signature

Name

Company seal

## Annexure 4

*This shall be included in the financial proposal*  
**Price Schedule**

**Option 02 - Eco friendly fertilizer using with inorganic fertilizers (Proportion should be mentioned)**

**Note:** [The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

I/ We hereby offer best price to the farmer for supply of Organic Fertilizer for the specified quality and specification given at **technical specifications** and as per the Terms of Reference given in this BID Document. The rates are quoted in the prescribed form given below: (**Amt. in**

- One bidder shall be quote for maximum 8,000ha
- Bidder shall quote for either option 01 or 02 or both
- **Price Offered shall be exclusive of VAT /Applicable Taxes.**
- Above price is to be quoted are inclusive with all standard packing material as per the given guidelines and transport cost to the end point with unloading charges.

**Sri Lanka Rs. (LKR)**

**Proportion of inorganic fertilizer : organic fertilizer = .....**

Sn.	Type of fertilizer	Unit	Price Offered for 40 kg bag / 1L as per specification (Rs) (a)	Total land extend (ha) (b)	Total fertilizer quantity (kg/l) (c)	Total cost for fertilizer (Rs) (d) = (a*c)	Operational cost including Transport cost (Rs) (e)	Total cost (Without Vat) (Rs) (f) = (d+e)	Total cost (With Vat) (Rs) (g) =(f+f*8%)
1.	<b>Compost</b>	40kg bag							
2.	<b>Organic Liquid</b>	1L							
3.	<b>Bio fertilizer</b>	1Kg/1L							
4.	<b>Vermi Compost</b>	1kg							



Signature  
Name  
Company seal

## Section V Schedule of Requirements

According to the Government Policy on promoting eco-friendly fertilizer to replace inorganic fertilizer within the next decade, National Fertilizer secretariat has been entrusted to identify capable and quality eco-friendly fertilizer producers and prepare a suitable mechanism to distribute and payment methodology for the organic fertilizer producers who could do a pilot project in order to promote and substantiate the good effects of the eco-friendly fertilizer ,enabling government to ensure it's vision stipulated in“Vision of prosperity”

### The basic objectives of the National Fertilizer secretariat

- National Fertilizer Secretariats implemented according to the Regulation of fertilizer Act no 68 Of 1988 to ensure sustainable use and management of fertilizer enabling government to control and regulate fertilizer related functions.
  - To Identity the local demand of fertilizer.
  - To import fertilizer and controlle stocks.
  - To ensue standard and quality of fertilizer.
  - To implement appropriate, efficient and effective mechanism on fertilizer subsidy scheme.
  - To regulate distribution of fertilizer.
- In order to achieve these objectives, its main office is functioning at the **Ministry of Mahaweli, Agriculture, Irrigation and Rural development** and the Authorized Assistant directors are working in the District secretariats to regulate, coordinate and control the affairs related to the act.
- NFS invites proposal from manufacturers to supply eco-friendly fertilizers as per National Fertilizer secretariat act of 1988 and specification given in **Annexure-2**. The manufacturers fulfilling eligibility criteria as per BID document shall be attached.

### OBJECTIVE OF THE BID

1. To ascertain the specified quality Organic and Bio fertilizer product are available to farmer directly from the manufacturers through Agrarian Development Centers.
2. To enhance the productivity of crops in a sustainable manner by replacing inorganic fertilizer in some acceptable percentage.
3. To derive the best price for the specified quality and specification of organic fertilizers (i.e. for Compost, Vermi compost, Liquid organic and Bio fertilizers.)

With the above objectives and to ensure that the farmers get reliable organic fertilizers it is envisaged to invite manufacturers.

## Special conditions

1. The empanelled manufacturer shall have to supply product as per specified quality and specification.
2. One manufacturer will be allowed only maximum 8000 Ha for the pilot project
3. The manufacturer should select the Agrarian Development Centre area and he should mobilize the farmers in the area with regard to their products
4. The manufacturer shall be responsible for distribute its product **to the farmers' fields in the Agrarian Development Centers selected by the manufacturer**. Also the selected manufacturers/distributors shall be responsible to give appropriate advices to the farmers during the cultivation season .The NFS is not bound to any issue arisen due to the quality of the said product, and any substandard or adulterated amount of Fertilizer shall treated according to the provisions available in the act.
5. At the end of this exercise, a separate list of applied manufacturers and their price offer for offered product will be published in public domain. The price offer would be applicable for a period of one year.
6. The manufacturer will have to submit detailed specification for each product they are offering for the crop. The manufacturer will submit their price offer only for the product for which they have submitted the specification and has applicable valid license under NFS. They will be accepted for that particular product/s only.
7. **No dealers or traders are allowed to entertain this BID.**
8. During the period no escalation in prices will be allowed.
9. NFS does not guarantee purchase of the indicative quantities mentioned in the BID document.
10. The manufacturer shall make supplies strictly as per the terms and conditions, quality norms, delivery schedule given in purchase order from time to time.
11. The manufacturer shall supply within 20 days from the date of purchase order issued to him. The supply has to be made to all indicted **farmers' fields in respective Agrarian Development Centers** as per the delivery schedule given.
12. The Agrarian Development Centers will put the order for the product. The Agrarian Development Officer will approve and consolidate the demand and will send to the NFS Head office through Deputy/Assistant Commissioner Agrarian Development in the particular

District. The NFS Head office in turn will generate purchase order to the concerned manufacturer. The manufacturer will supply compost to identified paddy fields and or

13. Organic liquids and bio fertilizers should be delivered directly to the particular Agrarian Development Centers. The manufacturer will submit invoices as per existing rules along with copy of each delivery to District Deputy/Assistant Commissioners of Agrarian Development. The NFS will release the payment directly to the manufacturers authorized accounts.
14. All rules & regulation for product specifications, quality standards, manufacturing process and packaging should be as per act number 68 of 1988 or specific instructions, specifications given for this pilot project. It shall be followed by the manufacturer strictly. Any liability arising on non conformity shall be the responsibility of the manufacturer.
15. The selected manufacturer has to print one line tag/sticker on each packing mentioning product supplied through NFS network. The design of the tag/sticker will be provided by NFS.
16. If required the Authority may conduct physical inspection of the manufacturing facility. On physical inspection if it is found that the proposed production unit is not in accordance with, what is claimed by the manufacturer in the proposal and is not conforming to the aforesaid clause, the manufacturer shall be liable for misleading Authority and shall result in forfeiture of performance security along with its products.
17. The manufacturer has to make an arrangement to draw sample of each and every batch for quality and quantity verification by competent authority under NFS from the manufacturing unit before supply and will arrange to get it analyzed/verified at Government notified laboratory. The expenses incurred for such testing will be borne by the manufacturer. If sample/product does not conform to the NFS specification, NFS has right to terminate the agreement and payment will not be given for that particular batch quantity even though material is supplied by the concerned manufacturer. The manufacturer will recall all the material related with the rejected batch from Agrarian Development Centers at his own risk and cost. Failing which NFS shall be in no way responsible for any damage/losses to such rejected stocks. In case of the sample drawn from the field by the competent authority and sample does not conform to the standard specified by the NFS guideline, the manufacturer will be liable for all financial and legal consequences arising out of it. NFS will not be responsible in any way.
18. All failed products shall be withdrawn by the manufacturers within 7 days of time with manufacturers own cost and cost shall be borne by the manufacturer.
19. The Authority has right to disengage the agreement of the manufacturer if it is found that product supplied by manufacturer is not as per NFS specification or its license gets invalid. The manufacturer shall have to submit the renewed license to the authority as and when it gets invalid during the period of agreement.

- 20.** The manufacturer shall not sell the same product in at a price within the selected district to distribute its Product lower than the agreed price. If at any time it is noticed that the manufacturer has supplied same product at a lower price in the open market during the period of this agreement the Authority shall take suitable appropriate course of action against the manufacturer.
- 21.** If the interested manufacturer backs out at any stage of this exercise, the manufacturer will become ineligible to participate in any such agreement exercise to be carried out by NFS in future.
- 22.** However, disputes in all matters arising out of related work order, shall be settled by the sole arbitration of Director of the NFS or authorized representative appointed by him. The decision of the Director, NFS or authorized representative appointed by him to act as an Arbitrator shall be final and binding on both the parties. Any dispute arising shall be subject to the jurisdiction of Sri Lanka courts only.
- 23.** The manufacturer shall offer best price for specified quality as per **Annexure-4** and the final prices of Fertilizer will be decided by a rate committee appointed by secretary to the ministry and it shall be the final.
- 24.** Selected bidder/bidders shall responsible to accept the award and if fails the bidders' manufacture license will be cancelled according to act no 68 of 1988 "Regulation of Fertilizer Act" and refundable deposit will forfeited.
- 25.** Good Receiving Notice (GRN) should be attached with receiving certificate signed by the Farmer, Agriculture Research and Production Assistant (ARPA), Divisional Officer of the Agrarian Development centre and the manufacturer in the form at provided by the NFS.
- 26.** Bidder should submit a certificate of conformity issued by the Department of Agrarian Services to prove the extent of Paddy lands available to be cultivated using particular product.

## MINIMUM ELIGIBILITY CRITERIA

### A) Compost, Vermi Compost, Liquid organic, Bio fertilizer

1. Manufacturers who have necessary valid license under the Fertilizer act no 68 Of 1988 for all offered products are eligible to participate in this BID. **Only manufacturers can apply in this BID.**
2. The compost should be produced according to the SLSI standards and organic liquid and bio fertilizer should be followed the International standards according to given in the annexure 2
3. The authority will collect the sample of the product offered for selection from open market to check these qualities. The said sample shall be tested in SLAB accredited Sri Lankan Laboratory or research institutions selected by the Director, National Fertilizer Secretariat. The manufacturer whose product sample drawn from the market conforms the requirements will be considered for further process. However, if the sample fails to meet the requirements the manufacturer shall not be selected for that particular pilot project. The testing charges shall be borne by manufacturer.
4. The manufacturer shall have minimum annual average turnover of  $\frac{1}{4}$  of **expected sale income through this project** in the last three years i.e. 2018 and 2019 from sales of fertilizer. The manufacturer shall submit a certificate of accounts indicating annual turnover from sales of fertilizer. The manufacturer shall submit audited report for 2018 and 2019. The format is given in **Annexure -6.1.**
5. The manufacturer shall submit the certificate indicating quantity of each product sold in last three years (i.e. 2017, 2018 and 2019) to Government Organization/Department/Corporation etc and Non Government Institute/Companies/ Dealer etc. along with copy of at least **10 invoices** of major supplies. The format is given in **Annexure -6.2.** NFS is free to randomly check with any of the buyers about the credibility of the manufacturer in terms of quality & regularity of supplies, etc.

## B) VERMI COMPOST

The manufacturer should have license under act no 68 Of 1988 or should have applied for the same at time of submission of BID Proposal.

### C) Liquid fertilizer.

“Liquid fish producers can be pH \_adjusted using citric or Sulphuric acid acid.The amount of acid used cannot exceed the minimum amount needed to lower the pH to 3.5.Fish products are prohibited if they contain other synthetic preservatives or are fortified with otherwise prohibited plant nutrients.”

### SELECTION PROCESS

1. The interested manufacturer shall submit its technical proposal of BID with the **Annexure- 1, 2, 3, 5, 6.2, 7, 8, 9, 10, 11,12, 13 and 14**. Incomplete information in the Technical proposal will lead to disqualification of the manufacturer for this exercise.
2. The price offer is to be submitted as per the format given at Annexure-4 and financial proposal shall be included the Annexure- 6.1
3. The price offer of only those manufacturers will be opened who will be declared qualified at the end of technical scrutiny.
4. A list of selected manufacturer along with the best price discovered will be prepared and invited according to government procurement guidelines lines. The selected manufacturers are entitling to sale their products through NFS and the network of Agrarian Development Centres across the state. The NFS will procure the product/s from the selected manufacturers based on the performance of their products at farm level and demand generated through their sales promotion in the field.
5. This selection will be for one year and can be extended after up to another year or up to the next selection exercise whichever is earlier.

### PRICE OFFER

1. The price offer should be for NFS shall prevail everywhere in the country **.The price offered to NFS shall be decisive.**
2. The price offer should be given as per the format given at **Annexure-4 and shall remain valid for a period of one year from the date of selection.**

3. The manufacturer shall categorically confirm strict compliance with the following stipulation in respect of their offer.
  - a. Any effort by manufacturer or manufacturer's agent/consultant or representative howsoever described to influence the NFS or its officers in any way concerning scrutiny/ consideration/ evaluation/ comparison of the BID or decision concerning empanelment shall entail rejection of the BID.
  - b. BID should be submitted directly by the Manufacturer.
4. The NFS reserves the right to seek clarification/ justification/negotiation from the manufacturer on the price offer in case NFS deems it necessary. Based on the justification provided by the manufacturer, if NFS feels that the price offer is unrealistic/ unfeasible for the product of this nature, NFS reserves the right to reject the said price offer. The manufacturer shall be governed by the decision of NFS.

#### PERFORMANCE SECURITY

The selected manufacturer shall submit a Performance Security equal to 10 percent of the total demand accepted by the NFS in the form of Bank Guarantee **on successful selection for perform.** The performance security shall be unconditional on demand and shall be addressed to the secretary Ministry of Mahaweli, Agriculture, Irrigation and Rural Development. The performance security shall be for a period of empanelment and it should be from registered Commercial Bank of Sri Lanka.



**ANNEXURE – 1 PROFILE OF MANUFACTURER -**  
*(This shall be included in technical proposal)*

Please note that any communication regarding this invitation exercise will be sent to the details provided on this page.

<b>Sr.</b>	<b>Particular</b>	<b>Detail</b>	
1	Name of Institution		
2	Address of institution		
3	Is it a company , joint venture or individual business		
5	Name of Manufacturer		
4	Contact details	Land line	
		Mobile	
		E mail	
		Fax	
5	Storage capacity	Address of stores	
		Capacity ( Mt/ Square feet)	
6	Detail of registration licences	Issuing authority	
		Date issued	
		Valid till	
7	Detail of quality assurance certificates	Issuing authority	
		Year obtained	
8	VAT registered (attach copy)		
9	BTT,attached copy		
10	Name of the Authorized Person.		
11	Contact number		

Signature

Name

Company Seal

**ANNEXURE-2 Specification for eco-friendly fertilizers**  
(This shall be included in technical proposal)

**1. Specification for compost made from raw material of agriculture origins (SLSI standard 1635: 2019)**

**Physical requirement**

<b>SI no.</b>	<b>Characters</b>	<b>Requirement</b>	<b>Actual status</b>
1	pH	6.5 – 8.5	
2	Conductivity dSm <sup>-1</sup> , max	4.0	
3	Foreign matter	Free form visible non bio degradable,	
4	Sand content percent by mass on dry basis , max	20	
5	Particle size ; residue particles when passing through 4mm sieve, percent by mass, max	2	

**Chemical requirement**

<b>SI no.</b>	<b>Characters</b>	<b>Requirement</b>	<b>Actual status</b>
1	Total nitrogen content as N, per cent by dry mass, min	1.0	
2	Total Phosphate content as P <sub>2</sub> O <sub>5</sub> , per cent by dry mass, min	0.5	
3	Total Potassium content as K <sub>2</sub> O, per cent by dry mass, min	1.0	
4	Total Magnesium content as MgO, per cent by dry mass, min	0.5	
5	Total Calcium content as CaO, per cent by dry mass, min	0.7	
6	Organic carbon as C, per cent, by dry mass, min	20	
7	C:N ratio	10 - 25	

## Micro biological requirements

SI no.	Characters	Requirement	Actual status
1	Faecal coli forms colonies (MPN)/g on dry weight basis	Free	
2	Salmonella per (MPN)/ 25g on dry weight basis	Free	

## Limits for potentially toxic elements

SI no.	Characters	Requirement	Actual status
1	Cadmium content, mg/kg, dry mass, max	3	
2	Chromium content, mg/kg, dry mass, max	50	
3	Lead content, mg/kg, dry mass, max	50	
4	Mercury content, mg/kg, dry mass, max	0.5	
5	Nickle content, mg/kg, dry mass, max	50	
6	Arsenic content, mg/kg, dry mass, max	3	

**Packaging**

Compost shall be packed in sound and strong packages or containers. Of polypropylene /woven or not, bags with an inner lining of low density polyethylene having a minimum thickness 50µm or other material with barrier properties superior ( High density Poly ethylene) or equal to low density poly ethylene of 50µm thickness to afford maximum protection from normal hazard transportation and handling. While those weighing 5kg or less shall, be packed in polyethylene bag with a suitable thickness suitable packages include polypropylene bags of mass 5 -50kg

Containers- The material should be bio degradable and containers should be sound, strong enough and compatible.

- Plastic, glass or any other non-rusty Material.
- During transportation, should avoid sunlight, moisture and damages.
- **Labelling**

The bags shall legibly and indelibly mark with following information

1. Name and type of product
2. Brand name
3. Name and address of manufacturer
4. Date of manufacture

5. Net weight in kg
6. Instruction for storage and use
7. Date of expiry
8. Batch no
9. Total Nitrogen to total dry mass in percent by mass
10. Total Phosphorus (P<sub>2</sub>O) to total dry mass; Percent by mass
11. Total Potassium (K<sub>2</sub>O) to total dry mass; Percent by mass
12. Total organic Carbon (C) to total dry mass percent by mass
13. C:N ratio
14. The statement “Use no hook”
15. Paste a sticker indicating “Subsidy fertilizers”

If your product does not meet above specifications, please attach your product specifications given by government authority

## 2. Specification for Vermin compost

SI no.	Characters	Requirement	Actual status
1	Moisture, per cent by weight	15.0-25.0	
2	Colour	Dark brown to black	
3	Odour	Absence of foul odour	
4	Particle Size	Minimum 90% material should pass through 4 mm IS sieve	
5	Bulk Density (g/cm <sup>3</sup> )	0.7-0.9	
6	Total Organic Carbon per cent by weight , Minimum	18	
7	Sand content percent by mass on dry basis, max	20	
8	Total Nitrogen (as N) per cent by weight, Minimum	1.0	
9	Total Phosphate (as P <sub>2</sub> O <sub>5</sub> ) per cent by weight, Minimum	0.8	
10	Total Potassium (as K <sub>2</sub> O) per cent by weight, Minimum	0.8	
11	Heavy metal content, (as mg/kg) per cent by weight, Maximum		
12	Cadmium (as Cd)	5.00	
13	Chromium (as Cr)	50.00	
14	Nickel (as Ni)	50.00	
15	Lead (as Pb)	100.00	

- Labelling requirements are same as specification for compost made from raw material of agriculture origins
- If your product does not meet above specifications, please attach your product specifications given by government authority

### 3. Specification for organic Liquid Fertilizer.

Characters	Requirement	Actual status
Forms	Liquid	
Appearance	Without strange smell	
Living target bacteria		
Fast growing Rizobium	$>0.5 \times 10^9$ / ml	
Slow- growing Rizobium	$>1.0$	
N fixation bacteria	$>0.5$	
Si bacteria	$>1.0$	
P bacteria		
Organic P	$>0.5$	
Inorganic P	$>1.5$	
Multi strain bio fertilizer	$>1.0$	
Water content(%)		
Size (mm)		
Organic matter (%c)		
PH	5.5-7.0	
Non target bacteria contamination (%)	$<5$ $>6$	
Valid period		

- Labelling requirements are same as specification for compost made from raw material of agriculture origins
- If your product does not meet above specifications, please attach your product specifications given by government authority

### 4. Specification of Bio fertilizers

#### 1. Rhizobium

SI no.	Characters	Requirement	Actual status
(i)	Base	Carrier based* in form of moist/dry powder or granules, or liquid based	
(ii)	Viable cell count	CFU minimum $5 \times 10^7$ cell/g of powder, granules or carrier material or $1 \times 10^8$ cell/ml of liquid.	
(iii)	Contamination level	No contamination at $10^5$ dilution	
(iv)	pH	6.5-7.5	
(v)	Particles size in case of carrier based material.	Following Sieve sizes should be selected Powder form - 0.15-0.212mm Solid form – 4mm	
(vi)	Moisture percent by weight, maximum in case of carrier based.	30-40%	
(vii)	Efficiency character	Should show effective nodulation on all the species listed on the packet.	

\*Type of carrier: The carrier materials such as peat, lignite, peat soil, humus, wood charcoal or similar material favouring growth of organism.

#### 2. Azotobacter

SI no.	Characters	Requirement	Actual status
(i)	Base	Carrier based* in form of moist/dry powder or granules, or liquid based	

(ii)	Viable cell count	CFU minimum $5 \times 10^7$ cell/g of powder, granules or carrier material or $1 \times 10^8$ cell/ml of liquid.	
(iii)	Contamination level	No contamination at $10^5$ dilution	
(iv)	pH	6.5-7.5	
(v)	Particles size in case of carrier based material.	Following Sieve sizes should be selected Powder form - 0.15-0.212mm Solid form – 4mm	
(vi)	Moisture percent by weight, maximum in case of carrier based.	30-40%	
(vii)	Efficiency character	The strain should be capable of fixing at least 10 mg of nitrogen per g of sucrose consumed.	

**\*Type of carrier:** - The carrier material such as peat, lignite, peat soil, humus, wood charcoal or similar material favouring growth of the organism.

### 3. Azospirillum

SI no.	Characters	Requirement	Actual status
(i)	Base	Carrier based* in form of moist/dry powder or granules, or liquid based	
(ii)	Viable cell count	CFU minimum $5 \times 10^7$ cell/g of powder, granules or carrier material or $1 \times 10^8$ cell/ml of liquid.	
(iii)	Contamination level	No contamination at $10^5$ dilution	
(iv)	pH	6.5-7.5	
(v)	Particles size in case of carrier based material.	Following Sieve sizes should be selected Powder form - 0.15-0.212mm Solid form – 4mm	
(vi)	Moisture percent by weight, maximum in case of carrier based.	30-40%	
(vii)	Efficiency character	Formation of white pellicle in semisolid N free bromothymol blue media.	

**\*Type of carrier:-**The carrier material such as peat, lignite, peat soil, humus, wood Charcoal or similar material favouring growth of the organism.

### 4. Phosphate solubilising Bacteria

SI no.	Characters	Requirement	Actual status
(i)	Base	Carrier based* in form of moist/dry powder or granules, or liquid based	
(ii)	Viable cell count	CFU minimum $5 \times 10^7$ cell/g of powder, granules or carrier material or $1 \times 10^8$ cell/ml of liquid.	
(iii)	Contamination level	No contamination at $10^5$ dilution	
(iv)	pH	6.5-7.5 for moist/dry powder, granulated carrier based and 5.0 – 7.5 for liquid based	
(v)	Particles size in case of carrier based material.	Following Sieve sizes should be selected Powder form - 0.15-0.212mm Solid form – 4mm	
(vi)	Moisture percent by weight, maximum in case of carrier based.	30-40%	

(vii)	Efficiency character	The strain should have phosphate solubilising capacity in the range of minimum 30%, when tested spectrophotometrically. In terms of zone formation, minimum 5mm solubilisation zone in prescribed media having at least 3mm thickness.	
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**\*Types of Carrier:-**The carrier material such as peat, lignite, peat soil, humus, wood Charcoal or **similar** material favouring growth of the organism.

### 5. My corrhizal Bio fertilizers

SI no.	Characters	Requirement	Actual status
i.	Form/base	Fine Powder/ tablets/ granules/ root biomass mixed with growing substrate	
ii.	Particle size for carrier based powder formulations	90% should pass through 250 micron IS sieve (60 BSS)	
iii.	Moisture content percent maximum	8 -12	
iv.	pH	6.0 to 7.5	
v.	Total viable propagates/ gm of product, minimum	100 /gm of finished product	
V.	Infectivity potential	80 infection points in test roots/gm of mycorrhizal inoculum used	

- Labelling requirements are same as specification for compost made from raw material of agriculture origins
- If your product does not meet above specifications, please attach your product specifications given by government authority

### Part-B

#### Tolerance limit of Bio fertilizers

1. In case of Rhizobium, Azotobacter, Azospirillum and Phosphate solubilizing bacteria, the total viable counts shall not be less than  $1 \times 10^7$  CFU/gm of carrier material in the form of powder or granules or  $5 \times 10^7$  CFU/ml in case of liquid formulations during the entire period of shelf life.
2. In case of Mycorrhizal Bio fertilizers, the viable propagules shall not be less than

Signature

Name

Company seal

**ANNEXURE -3 Eligibility check**

For technical proposal			
1	Manufacturer who have necessary valid license under Fertiliser act no 68 of 1988 for all the respective products are eligible to participate in this BID. <b>Only manufacturers can apply in this BID..</b>	You should attach a copy of valid license as per act no68 Of 1988, from National Fertilizer Secretariat.	Marks 25
2	Manufacturer has the Environmental Protection Licence (EPL) which is taken from Central Environmental Authority should be up dated for the particular date.		Marks 10
3	The NFS will collect the sample using random sampling method of the product offered for selection from manufacturing place and open market to check the quality. The said sample shall be tested in SLAB accredited or research stations selected by the Director National Fertilizer Secretariat. The manufacturer whose product sample drawn from the market conforms to the specification or the standards derived by the expert panel appointed by the Secretary to the Ministry of Agriculture will be considered for the further process. However, if the sample fails to meet the specification or the standards derived by the expert committee, the manufacturer shall not be selected for that particular product. The testing charges to be borne by manufacturer. The manufacturer will have financial to provide list of its retailer/dealer.	The manufacturer will have to provide list of its retailer/dealer as per format given in Annexure -5 from where the NFS will collect the sample to check the quality.	Marks 45
4	Infrastructure facilities that are used by manufacturer		Marks 20
For financial bid			



3	The manufacturer shall have minimum annual average turnover of given in chapter 3 for the last three years <b>i.e. 2017, 2018, 2019</b> from sales of fertiliser. The manufacturer shall submit a CA certificate indicating annual turnover from sales of fertiliser. The manufacturer shall submit audited report for 2016, 2017, 2018.	CA certificate indicating annual turnover from manufacturing and sales of fertiliser. The manufacturer shall submit audited report for 2016-17,2017–18& 2018-19 as per format given in <b>Annexure-6.1</b> .	Marks 40
4	The manufacturer shall submit the CA certificate indicating quantity of each product sold in last three years (2017,2018, 2019 ) to Government Organisation/Department/Corporation etc and Non Government Institute/Companies/Dealers etc. Along with copy of at least 10 invoices of major supplies.	CA certificate indicating quantity of each product sold in last three years (i.e2017,2018,2019) to Government Organisation/Department/Corporation etc and Non Government Institute/Companies/Dealers etc as per format given in <b>Annexure-6.2</b> . <b>( one invoice will give 3 marks)</b>	Marks 30  Marks 30

**ANNEXURE-5****LIST OF EXISTING DEALER/RETAILER OF THE MANUFACTURER IN THE  
Country***(This shall be included in financial proposal)*

<b>Sr.</b>	<b>Name of District</b>	<b>Name of Agency</b>	<b>Name of Contact Person</b>	<b>Address</b>	<b>Phone number</b>

Signature

Name

Company seal

## ANNEXURE-6.1

### FORMAT FOR TURNOVER IN LAST 2 YEARS

*(This shall be included in financial proposal)*

#### CA CERTIFICATE FORMAT

On the basis of verification of books of accountants and other documents produced before us and maintained by the Company, we certify that M/s \_\_\_\_\_ is engaged in manufacturing of fertilizer. This is to certify that their turnover from sales of fertilizer in the last 3 years is as under.

<b>Financial Year</b>	<b>Turnover in Rs. Lacs</b>
<b>2018</b>	
<b>2019</b>	
<b>Avg. Annual For Last 3 yrs</b>	

Signature

Name

Company seal

## ANNEXURE-6.2

### FORMAT FOR QUANTITY SOLD IN LAST 3 YEARS

*(This shall be included in financial proposal)*

#### CA CERTIFICATE FORMAT

On the basis of verification of books of accountants and other documents produced before us and maintained by the Company, we certify that M/s

\_\_\_\_\_ is engaged in manufacturing of fertiliser.

This is to certify that they have sold fertilizer as under for the last 3 years.

Government-Department/Corporation/PSU etc

Name of Product	2017 (mt)	2018(mt)	2019(mt)	Total (mt)
Compost				
Organic Liquid				
Bio fertilizer				
Vermi Compost				

#### Non- Government – Pvt./Other institute/Dealers etc

Name of Product	2017 (mt)	2018(mt)	2019(mt)	Total (mt)
Compost				
Organic Liquid				
Bio fertilizer				
Vermi Compost				

Signature

Name

Company seal

**ANNEXURE-7 PROFORMA OF  
GENERAL POWER OF ATTORNEY**  
*(This shall be included in technical proposal)*

Be it known all to whom it concern that:

I/ We all the Partners/ Directors/ Board members/ trustees/ Executive council members/ Leaders of

M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereby appoint Sri \_\_\_\_\_ S/O \_\_\_\_\_ residing at \_\_\_\_\_ as my/our attorney to act my/our name and on behalf and sign and execute all Documents/ Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/ Corporation/ society/ trust/ firm with the Office of

.....Director ..... (Authority), **National Fertilizer Secretariat in Sri Lanka** in connection with its BID no. \_\_\_\_\_ dated \_\_\_\_\_ For \_\_\_\_\_ due for opening on \_\_\_\_\_ .

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s \_\_\_\_\_ and I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/ our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/ us and my/ our company/ Corporation/ society/ trust/ firm as if the same were executed by me/ us individually or jointly.

Witness (With address) Name and Signature of the Partners/ Directors/

Board

Members Executives/ Trustees/ Council members

- 1)
- 2)
- 3)

**ANNEXURE 8 – DELIVERY SCHEDULE**

*( This shall be included in financial proposal)*

You are advised to submit the following delivery schedule

Index no.	District	Agrarian Development Centre area	Fertilizer amount ( mt/l)	Time schedule

Signature

Name

Company seal

**ANNEXURE 9 – Company profile**

*(This shall be included in technical proposal)*

Index no.	Employee name	Title	Education qualifications	Experiences	Contact number

Signature

Name

Company seal

### ANNEXURE 10 – Environmental Protection Licence

*( This shall be included in technical) proposal*

The Environmental Protection Licence (EPL) which is taken from Central Environmental Authority should be up dated for the particular date.

### ANNEXURE 11 – Infrastructure facilities

*( This shall be included in technical proposal)*

Ware houses		Type of machinery		Transportation	
Capacity (mt)	Floor area Sqm	Name of machinery	Capacity	Type of vehicle	No of vehicles

Signature

Name

Company seal



## Annexure 12

**Proposed areas to supply fertilizer**  
*(This shall be included in technical proposal)*

District	Name of Agrarian Development Centers	Name of Village	Proposed areas ( Ha)

Signature

Name

Company seal

**ANNEXURE 13 – Payment Details**  
*(This shall be included in technical proposal)*

**Non refundable payment of Rs.5000.00**

**Receipt No:**

**Date:**

**Refundable payment of Rs.10, 000.00**

**Receipt No:**

**Date:**

Signature

Name

Company seal

**Annexure 14**

*(This shall be included in technical proposal)*

ගොවිජන සේවා මධ්‍යස්ථාන බල ප්‍රදේශය තුළ පරිසර හිතකාමී පොහොර භාවිතයෙන් වගා කළ හැකි කුඹුරු ඉඩම් ප්‍රමාණය පිළිබඳ සහතිකය

**1. නිෂ්පාදකයා පිළිබඳ තොරතුරු**

1.1 නිෂ්පාදකයාගේ නම

1.2 ලිපිනය

1.3 දුරකතන අංකය -

ස්ථාවර

ජංගම

1.4 ඉදිරිපත් කරන පරිසර හිතකාමී පොහොර නිෂ්පාදන වල තොරතුරු

අනු අංකය	නිෂ්පාදනයේ නම	1. කොම්පෝස්ට් 2. පත්‍ර පොහොර 3. කාබනික ද්‍රව 4. ජෛව පොහොර බව

2. වගා කල හැකි කුඹුරු ඉඩම් ප්‍රමාණය

දිස්ත්‍රික්කය	ගොවිජන සේවා බල ප්‍රදේශය	ග්‍රාම නිලධාරී වසම් අංකය හා වසම	වගා කල හැකි මුළු කුඹුරු කුඹුරු ඉඩම් ප්‍රමාණය (හෙක්ටයාර් )	නිෂ්පාදකයා විසින් පරිසර හිතකාමී පොහොර ලබා දිය හැකි කුඹුරු ඉඩම් ප්‍රමාණය (හෙක්ටයාර් )	ගොවීන් සංඛ්‍යාව

ඉහත සඳහන් මුළු කුඹුරු ප්‍රමාණය තුළ මවිසින් නිෂ්පාදනය කරනු ලබන හිතකාමී පොහොර භාවිතයෙන් වගා කල හැකි බවත් මෙයින් සහතික කරමි

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නිෂ්පාදකයාගේ අත්සන හා නිල මුද්‍රාව දිනය

ඉහත සඳහන් මුළු කුඹුරු ප්‍රමාණය අප ගොවිජන සේවා බල ප්‍රදේශය තුළ පවතින බවත්, අදාල නිෂ්පාදකයා විසින් ඉදිරිපත් කරනු ලබන කුඹුරු ඉඩම් ප්‍රමාණය තුළ පරිසර හිතකාමී පොහොර භාවිතය සනාථ කල හැකි බවත් මෙයින් සහතික කරමි.

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## Section VI. Conditions of Contract

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## Section VI. Conditions of Contract

1. Definitions
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (d) “Day” means calendar day.
  - (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (f) “CC” means the Conditions of Contract.
  - (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
  - (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
  - (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) “The Project Site,” where applicable, means the place named in the Contract Data.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether



written or oral) of the parties with respect thereto made prior to the date of Contract.

#### Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### 5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

#### 6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

#### 7. Eligibility

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

#### 8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.

- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9. Governing Law 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
10. Settlement of Disputes The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995.
- Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due to the Supplier.
11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13. Supplier's Responsibilities 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14. Contract Price 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not

vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

The Contract Price, shall be paid as specified in the Contract Data.

The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties

16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17. Performance Security

If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.

The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.

The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall

remain vested in such third party.

19. Confidential Information

The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

- 22. Packing and Documents 22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 23. Insurance 23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
- 24. Transportation 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
- 25. Inspections and Tests
 

The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.

The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

## 26. Liquidated Damages

- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a

maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty                      27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.

The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent  
    Indemnity

The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the

Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located;and
- (b) the sale in any country of the products produced by theGoods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to theContract.

If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings orclaim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its ownbehalf.

The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier inconducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in sodoing.

The Purchaser shall indemnifyand hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materialsprovided or designed by or on behalf of thePurchaser.

## 29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,



- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in  
Laws and  
Regulations

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

31. Force Majeure 31.1 The Supplier shall not be liable for forfeiture of its

Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 32. Change Orders and Contract Amendments

The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### 33. Extensions of Time

If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the

Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

#### 34. Termination

##### 34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

##### Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

##### Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

### 35. Assignment

35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

<b>CC 1.1(i)</b>	The Purchaser is <sup>19</sup> : <b>Secretary Ministry of Mahaweli, Agriculture, Irrigation and Rural Development</b>
<b>CC 1.1 (m)</b>	The Project Site(s)/Final Destination(s) is/are <sup>20</sup> : <b>Farmer Fields</b>
<b>CC 8.1</b>	<p>For <b>notices</b>, the Purchaser's address shall be:</p> <p>Attention<sup>21</sup>: <b>Chairman , Major Procurement Committee</b></p> <p>Address: <b>Ministry of Mahaweli , Agriculture, Irrigation, and Rural Development, 80/5, Govi Jana Mandiraya, Rajamalwatta Avenue, Battaramulla.</b></p> <p>Telephone: <b>0113403780</b></p> <p>Facsimile number: <b>0112887406</b></p> <p>Electronic mail address: <b>procurement1info@gmail.com</b></p>
<b>CC 12.1</b>	Details of Shipping and other Documents to be furnished by the Supplier are <sup>22</sup> .
<b>CC 15.1</b>	<p><b><i>Sample provision[Select appropriately]</i></b></p> <p>CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A: For Goods offered within Sri Lanka</p>

	<p>Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>(i) <b>On Delivery: Up to a maximum of Thirty (30) percent of the Contract Price, within thirty days (30) shall be paid on receipt of the Goods and upon submission of the documents specified in CC Clause 12.</b></p> <p>(ii) <b>On Acceptance: The remaining Seventy (70) percent of the Contract Price shall be paid to the Supplier after completion of the season with the certificate issued by a person / authority nominated by the Ministry.</b></p>
<b>CC 17.1</b>	A Performance Security <sup>23</sup> <b>10% off the total de, and accepted by the NFS in the fome of bank guarantee</b>
<b>CC 25.1</b>	<b>1. The inspections and tests shall be<sup>24</sup>: The bidder has to make an arrangement to draw sample of each and every batch for quality and quantity verification by competent authority under NFS from the manufacturing unit before supply and will arrange to get it analyzed/verified at Government notified laboratory. The expenses incurred for such testing will be borne by the bidder.</b>
<b>CC 25.2</b>	The Inspections and tests shall be conducted a <sup>25</sup> t: <b>at manufacturing site and open market</b>
<b>CC 26.1</b>	The liquidated damage shall be <sup>26</sup> : <b>1 % per week</b>
<b>CC 26.1</b>	The maximum amount of liquidated damages shall be <sup>27</sup> : <b>10 %</b>

## 2. Performance Security

[Note: the purchaser is required to fill the information marked as “\*” and delete this note prior to selling of the bidding document]

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

----- [Issuing Agency’s Name, and Address of Issuing Branch or Office] -----

\* Beneficiary:----- [Name and Address of Employer] -----

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- Supply of ----- [name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ----- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount in figures] (-----) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... day of ....., 20.. [insert date, 28 days beyond the scheduled completion dateincluding the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_  
[signature(s)]