

**DEMOCRATIC SOCIALIST REPUBLIC OF
SRI LANKA**



PROVINCIAL DIRECTOR OF HEALTH - UVA

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF
MEDICAL EQUIPMENTS
(HEMODIALYSIS MACHINE)**

PDHS/MS/04/2025

NATIONAL COMPETITIVE BIDDING

Bid Opening On	24 th October 2025- 2.30 p.m.
Bid Validity up to	10 th January 2026

Provincial Director of Health- Uva,
No. 301,
R.H.Gunawardena Mawatha
Badulla,
Sri Lanka.
T.P 055-2223098

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INVITATION FOR BIDS

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF MEDICAL EQUIPMENTS

PDHS/MS/04/2025

The Chairman, Department Procurement Committee, on behalf of the Provincial Director of Health-Uva, invites sealed bids from eligible and qualified bidders for **Supply, Delivery, Installation and Commissioning of Medical Equipment** (Hemodialysis Machine) will be conducted through the National Competitive Bidding (NCB) procedure.

1. Bidder should have at least three years of experience in the relevant field in Sri Lanka.
2. Interested eligible bidders may obtain further information from the Chief Accountant, Provincial Director of Health - Uva, (Tel. No: 055-2231981, Fax No: 055-2223098), and inspect the bidding documents at the Accounts Division of the Director Office between 9.00 am to 3.00 pm on working days from **3rd October 2025 up to 3.00 p.m. on 23th October 2025**. A complete set of bidding documents in English may be purchased by interested bidders on submission of a written application to the **Director, Provincial Director of Health-Uva office, R.H.Gunawardena Mawatha Badulla** and upon payment of a non-refundable fee of LKR 3000.00 in cash at the Shroff Counter of the Director office or the payments could be made to any branch of People's Bank, to the Provincial Director of Health Uva, Account No:269100188440649, and the original of the cash receipt/deposit slip to be attached with the bidding documents. The documents may be purchased until **23th October 2025**. Bids must be delivered to **Chairman, Department Procurement Committee, Provincial Director of Health Uva, No. 301, R.H.Gunawardena Mawatha Badulla**, on or before **2.00 p.m. on 24th October 2025** Please indicate the "**Supply, Delivery, Installation and Commissioning of Medical Equipment (Hemodialysis Machine)**" on the top left hand corner of the envelope.
3. All bids must be accompanied by a Bid Security addressed to the **Provincial Director of Health Uva office**, valid up to 07th February 2026. The Value of the Bid Security shall be LKR 70,000.00 **Pre Bid meeting will be held at 10.00 a.m. 15th October 2025**, At the Auditorium of Provincial Director Office.
4. The bids shall be deposited in the 'Tender Box' available in the Chief Accountant's Room Office of the Provincial Director Health office, or sent under Registered Cover to be received before the deadline to the address given in Clause No 23.1
5. Late bids will be rejected. Bids will be opened immediately after the closing of bids, in the presence of the bidders or their authorized representatives who choose to attend the bid opening at the Provincial Director of Health Office.

Chairman,
Department Procurement Committee,
No. 301,
R.H.Gunawardena Mawatha,
Badulla.

Tel/ Fax No: 055-2231981, 055-2223098

Section I. Instructions to Bidders (ITB)

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

Section II. Bidding Data Sheet (BDS)

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

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

Clause Reference	A. General
ITB 1.1	The Purchaser is: Provincial Director of Health - Uva
ITB 1.1	The name and identification number of the Contract are-: Supply, Delivery, Installation and Commissioning of Medical Equipment (Hemodialysis Machine) PDHS/MS/04/2025
ITB 2.1	The source of funding is: Ministry of Health & Mass Media
ITB 4.4	Foreign bidders are allowed to participate in bidding: Not allowed
	B. Contents of Bidding Documents
ITB 7.1	For Clarification of bid purposes only, the Purchaser's address is: Attention: Chief Accountant, Address: Provincial Director of Health-Uva office, R.H.Gunawardena Mawatha Badulla. Telephone: 055-2231981 E-mail : pdhsuvaacc@gmail.com
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents: A complete company profile of the bidders including, but not limited to, the following: • Business Registration Certificate • VAT Registration Certificate (If applicable) • List of client who use the Products and their contract details • Past 3 years relevant experience in the relevant Industry in Sri Lanka (The bidder should have at least three years of experience in the relevant industry in Sri Lanka and should submit documents to prove experience in the industry.) • Manufacturer's Authorization. • Certificate of Registration under Public Contract Act. PCA 03) Bid Value over 5 Milion. • CDDA/NMRA certificate • Financial statements - Last 5 Years • Performa Invoice • Product Brochures (Technical Details)
ITB 15.1	The bidder shall quote the local expenditure in Sri Lankan Rupees.
ITB 18.1 (b)	After sales service is: Required

ITB 19.1	The bid shall be valid for : 10th January 2026
ITB 20.1	Bid shall include a Bid Security in any of following ways (a) A Bank guarantee issued by a reputed commercial bank operated in Sri Lanka. (b) Cash deposit at the Shroff Counter of the Department of Health Office, Uva
ITB 20.2	The amount of the Bid Security shall be: LKR 70,000.00 Beneficiary: Provincial Director of Health - Uva. The validity period of the bid security shall be valid up to 07th February 2026.
D. Submission and Opening of Bids	
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: are Supply, Delivery, Installation and Commissioning of Medical Equipment (Hemodialysis Machine) PDHS/MS/04/2025
ITB 23.1	For bid submission purposes, the Purchaser's address is: Attention : Provincial Director of Health - Uva Address : No 301, R.H.Gunawardena Mawatha, Badulla. The deadline for the submission of bids is Date : 24th October 2025 Time : 2.00 p.m.
ITB 26.1	The bid opening shall take place at: Address : Auditorium, Provincial Director Office, R.H.Gunawardena Mawatha, Badulla. Date : 24th October 2025 Time : 2.30 p.m.
E. Evaluation and Comparison of Bids	
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: Option 2 _Please refer - CC 26.1 (b) Deviation in payment schedule: Not applicable (c) The cost of major replacement components, mandatory spare parts, and service: Applicable
ITB 35.4	The following factors and methodology will be used for evaluation: The Certificate from a Bio medical Engineer should be produced after the installation
ITB 35.5	Bidders shall be allowed to quote for one or more lots. [refer to Section III Evaluation and Qualification Criteria] Purchaser will evaluate the bid item by item basis.

Section III. Evaluation and Qualification Criteria

1. Evaluation Criteria (ITB 35.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub- Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

(a) Delivery schedule

The goods covered under this invitation are required to be delivered within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation purposes only, to the bid price of bids offering deliveries later than the earliest delivery period specified in the Section V, Schedule of Requirements

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

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

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

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

2. Evaluation Criteria (ITB 35.4):

a. Completeness of Bidding Document.

b. Compliance of Technical specification.

c. Bid Price.

d. CDDA/NMRA certificate

e. Past performance of the product.

f. Operational, service and Maintenance cost of the equipment for three years (after warranty period)

g. Bids will be rejected as non- responsive if documentary evidence in proof of above has not been provided.

h. Delivery schedule/ Manufacture authorization.

i. Post Qualification.

j. Bidders should possess the Certificate of Business Registration issued by a Governmental Authority/ Registrar of Companies/ Provincial Registrar of Business in the relevant category.

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 financial requirement(s)

(b) Experience and Technical Capacity: The Bidder shall furnish documentary evidence to demonstrate that it meets the requirement(s)

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

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Bid Submission Form

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

Date: [insert date (as day, month and year) of Bid Submission]

No.: [insert number of bidding process]

To: Chairman,
Department Procurement
Committee Provincial Director
of Health- Uva,
Badulla.

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
- b. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [* insert a brief description of the Goods and Related Services];
- c. The total price of our Bid without VAT, including any discounts offered is: [insert the total bid price in words and figures];
- d. The total price of our Bid including VAT, and any discounts offered is: [insert the total bid price in words and figures];
- e. Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- f. If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- g. We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- h. Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- i. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- j. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: [insert signature of person whose name and capacity are shown]
In the capacity of [insert legal capacity of person signing the Bid Submission Form]

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

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder] Dated on ____ day of _____, [insert date of signing]

Price Schedule (Detailed)

	Name of the Equipments
Description of Goods	Hemodialysis Machine
Make	
Model	
Country of Origin	
Country of Manufacture	
Warranty	
Unit Price without VAT	
Unit Price with VAT	
Quantity	02
Total amount without VAT Rs.	
Total amount with VAT Rs.	
Delivery Time	
No of free services (Within the warranty period)	
Others if any	
Bid Security : Cash or Bank Guaranty	
If it is a Bank Guaranty	
• Bank Name & Branch	
• Will expire on	
• Amount Rs.	
Validity period of the Bid	

I/we here by abide to all the conditions and its clauses of the procurement methods, which are related to the supply to the Brand New Medical Equipments to the Ministry of Health Uva, R. H. Gunawardana Mawatha Badulla.

Signature and Rubber Stamp of Bidder:.....

Date:.....

PRICE SCHEDULE (Summary)

(All prices to be quoted in Sri Lankan Rupees.)

1	2	3	4	5	6	7	8	9	10
Line Item No	Description Of Goods	Qty	Country of Origin	Unit price (inclusive of duties, sales & other taxes) Excluding VAT	Price per line item (Col 3x5)	Other Expenses (if not included under col.5)	Total price excluding VAT (col.6+7)	VAT	Total price including VAT (col.8+9)
				Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	HEMODIALYSIS MACHINE Make: - Model: -	02							

Total Price (Col.08) in words:

Name, of Bidder:

Date:.....

Signature

Company Seal

Annexure V of Chapter 05
Format for Bid Security Guarantee

(Procurement Manual Reference - 5.9 [Option – 1])

[This bank Guarantee form shall be filled in accordance with the instructions indicated in brackets].....

[Insert issuing agency's name and address of issuing branch or office]

Beneficiary: Provincial Director, Department of Health Services Uva, R.H. Gunawardena Mawatha, Badulla [Insert (by PE) name and address of Employer/ Purchaser]

Date: [Insert (by issuing agency) date]

BID GUARANTEE No.: [Insert (issuing agency) number]

We have been informed that [Insert (issuing agency) name of the bidder; if a Joint Venture, list complete legal names of partners] (hereinafter called "the bidder") has submitted to you its bid dated [Insert (issuing agency) date] (hereinafter called "the bid") for the execution/supply [select appropriately] of [Insert name of contract] under invitation for bids No. [Insert IFB number] ("the IFB").

Furthermore, we understand that, according to our conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we [Insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Insert amount in figures] [Insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the instructions to Bidders (herein after "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the contract form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to (Insert date)

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date

.....
[signature(s) authorized representative(s)]

MANUFACTURER'S AUTHORIZATION

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid

Submission] No.: [insert number of bidding process]

To: [insert complete name

Purchaser] WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the

Manufacturer] Name: [insert complete name(s) of authorized

representative(s) of the Manufacturer] Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Section V. Schedule of Requirements

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SAMPLE DOCUMENT ONLY

1. List of Goods and Delivery Schedule

I No.	Description of Goods	Quantity	Final (Project Site) Destination as specified in BDS	Delivery Date ¹		
				Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1	HEMODIALYSIS MACHINE	02	DH Girandurukotte	02 weeks	08 weeks	

TECHNICAL SPECIFICATIONS FOR HEMODIALYSIS MACHINE

1	2	3	4	5	6
	Purchaser's Requirements				Bidder's Offer¹
		Priority²	Conformity	Proof⁴	Remarks³
			Yes	No	
1.	The machine should operate on the power supply of 230V ± 10%, 50Hz. There should be a built-in battery backup power supply at least for 30 minutes in the event of a main power supply failure	C			
2.	The unit shall have the ability to perform Acetate, and Bicarbonate Dialysis and Isolated Ultra filtration	C			
3.	Bicarbonate to be supplied in the means of liquid and powder cartridge	C			
4.	The unit shall be capable of profiling sodium and Ultra filtration and capable of adjusting bicarbonate level	C			
5.	The unit shall have the capability of performing both standard and single needle technique	C			
6.	It shall have accurate ultra-filtration control by volumetric system	C			
7.	The unit shall have the availability of both chemical and thermal (at least 80°C) disinfection methods	C			
8.	Blood pump adaptable Pumping Rate of 50 to 500ml/min for standard AV bloodline	C			
9.	The Ultra Filtration Rate shall be 0 to 4000ml/hr	C			
10.	It shall consist of built in syringe type heparin pump with a minimum two-syringe size selection	C			
11.	The Heparin Delivery Rate shall be adjustable up to 10ml/hr	C			
12.	Dialyzing fluid shall be of the temperature range 32°C-38°C	C			
13.	It shall have variable dialysate flow over a range (approx. 0-800ml/min with an Accuracy of 5%)	C			
14.	It shall have the facility of variable conducting setting	C			
15.	All standard safety features like audio visual alarms should be available 1. Limit violation of conductivity 2. Blood leak 3. Air leak 4. Transmembrane pressure (TMP) alarms 5. Dialysate temperature alarms 6. Dialysate empty alarm	C			

	7. End of disinfection alarm 8. Bypass alarm 9. Blood pump stop alarm 10. Power Failure 11. Battery Failure					
16.	Automated self testing and rinsing facilities shall be available	C				
17.	It shall be available automatic ultra-filtration rate correction and K/TV approximation for appropriate dialysis adequacy	C				
18.	Treatment parameters shall be displayed via an easily readable interface by the machine at the time of operation	C				
19.	The unit shall have the facilities for displaying the trend curves of all parameters for 15-20 minutes	C				
20.	Clear display of flow path of blood, bypass, dialyzer and ultra filtration	C				
21.	Ability to monitor Pulse Rate and NIBP with graphic and tabulated trends	C				
22.	Availability of IV pole, dialyzer holder, bicarbonate cartridge and blood pump crank with the unit	C				
23.	Availability of universal AV blood lines	C				
24.	The following consumables should be supplied with each machine for immediate start-up operation 1. AV blood line - 50 Nos 2. Dialysers - 50 Nos 3. AV fistula needles - 50 Nos 4. AV Transducer protection - 50 Nos 5. Bicarbonate liquid powder - for 50 treatments	C				
25.	General Conditions					
	The unit shall operate on the power supply of 230V±10% 50 Hz single phases.	C				
26.	Each unit shall be supplied with an instruction manual and a service manual in English.	C				
27.	Full graphic illustrated original technical literature in English describing the equipment offered and detailing the specifications shall be supplied with the bid.	C				
28.	The equipment should be covered by a comprehensive "Parts & Labour" warranty for the period of not less than 36 calendar months from the date of successful Installation & commissioning. Such a warranty should also include servicing and at least 4 preventive	C				

	maintenances per year during the period of validity. Warranty maintenance report attached to the document should be returned to purchaser after completion of each preventive & corrective maintenance during the warranty period.					
29.	The prices of all standard and optional accessories & consumables shall be quoted separately.	C				
30.	The bidder should quote separately for a comprehensive service and maintenance contract on full parts and labor basis covering all items and accessories except consumables on the offer for a period of 5 years after the warranty period.	C				
31.	A detailed proforma invoice of the equipment describing the parts and accessories offered as requested by the specification together with their make, model, country of origin, unit price, quantity, total price, ref. numbers of accessories and the period of warranty offered etc. shall be compulsorily provided with the bid	C				
32.	A list of users if any, in Sri Lanka of the equipment offered shall be provided together with the date of supply	C				
33.	The equipment to be supplied shall be brand new at the time of delivery. A letter by the Manufacturer in this regard shall be submitted with the bid.	C				
34.	The product should be registered with the National Medicine Regulatory Authority. (NMRA)	C				
35.	Regular training for end users & Bio Medical Engineers shall be provided.	C				
36.						

Make & Model:

Country of Manufacture:

Relevant catalogues & technical information attached.

Information given under "Bidder's Offer" is true and correct.

Bidder's Name, signature & Date

Company seal

¹ Bidder shall fill in Col. 4, 5 & 6

² Purchaser will mark C for critical requirements

³ If the bidder has marked No for Conformity, bidder shall provide information in this column of his offer against the clause concerned in col. 2 (Purchaser's requirements). If the bidder has marked Yes, Bidder has the option of providing additional information to establish that it conforms to the specification given

⁴ Bidder shall include proof to support the conformity of the specification e.g. document and the page number in the original user/service manual mentioning the specification.

Section VI. Conditions of Contract

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

Section VII. Contract Data

Section VII. CONDITION OF Contract

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

CC 1.1(i)	The Purchaser is: Provincial Director of Health Uva
CC 1.1(m)	The Project Site(s)/Final Destination(s) is/are: DH Giradurukotte
CC 8.1	For notices, the Purchaser's address shall be: Provincial Director of Health uva No 301, R.H.Gunawardena Mawatha, Badulla, 055-2231981/ 055-4938041
CC 11	Goods shall be supplies in compliance with the quality and the specification given.
CC 15.1	CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: For Goods offered within Sri Lanka Payment shall be made in Sri Lankan Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. No Advance payment applicable for this contract The Contract Price, shall be paid on receipt of the Goods and confirm by the Bio Medical Engineer (RDHS – Badulla) Performance security shall be paid on completion of Twelve (12) months and 28 Days. During that period supplier shall correct all defects and confirmed by the purchase or his agent.
CC 17.1	A Performance Security – 10% of the contract value (excludings VAT) Performance security may be in any of the following way (a) A Bank guarantee issued by a reputed bank operated in Sri Lanka. (b) Cash deposit at the Shroff Counter of the Director Health office
CC 26.1	The liquidated damage (Late Delivery) shall be: If the supplier fails to deliver any or all of the goods by the date(s) specified above the purchaser may deduct from the payment a sum equivalent to 0.05% of the delivered price of the delayed good, for each day of delay.
CC 26.1	The maximum amount of liquidated damages shall be: 10 % from the contract sum.
CC 27.3	The warranty shall remain valid for a period of time specified with the specifications.
CC 27.6	The supplier shall remedy the defects within 1 week from the date of information by the purchaser.

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Contract Agreement

THIS CONTRACT AGREEMENT is made

the [insert: number] day of [insert: month], [insert: year].

BETWEEN

(1) [Insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of..... or corporation and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and

(2) [Insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency (ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a) This Contract Agreement

(b) Contract Data

(c) Conditions of Contract

(d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(e) The Supplier’s Bid and original Price Schedules

(f) The Purchaser’s Notification of Award

(g) [Add here any other document(s)]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in

the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

Annexure IX of Chapter 05
Acceptable Format for Performance Guarantee/Security
(Procurement Manual Reference - 5.19)

[Issuing Agency's
Name, and Address of Issuing Branch or Office] _____
Beneficiary Provincial Director of Health Services – Uva, Badulla [Name and Address of
Employer] **Date:** _____

PERFORMANCE GUARANTEE/SECURITY No.: _____

We have been informed that _____ [name of
Contractor/supplier] (hereinafter called „the Contractor”) has entered into Contract No. _____
_____ [reference number of the contract] dated _____ with you, for the
_____ [insert “construction / “supply”] of _____
_____ [name of contract and brief description of Works or
supply] (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 Contractor, we _____ [name of
Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of
_____ [amount of 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 28 days
beyond the scheduled contract completion date]. and any demand for payment under it must be
received by us at this office on or before that date.

signature(s)]

Annexure III of Chapter 01
Non-collusion Affidavit (Template)
(Procurement Guideline Reference - 1.5)

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

- a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
- b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
- c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me) on thisday of at.....

.....
Signature
(Stamp 50/-Rs)

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

“Check List”

No	Required Specification	Bidder's Offer			
		Conformity		Page No	Remark
		Yes	No		
1	Company Profile				
2	Business Registration				
3	Active VAT Registration				
4	List of Clients				
5	Past three year experience in the industry				
6	Manufacturer Authorization				
7	Bid Security				
8	Forms of Bids				
9	Price Schedule				
10	Bid Document Fee (Non – Refundable)				
11	Financial Statement				
12	CDDA/NMRA Certificate				
13	Perfoma InVoice				
14	Product Brochures (Technical Details)				
Status					

“Bidders must be filled above check List”

Duly authorized for signed on behalf of

(Name of the Bidder & company Seal)

Name :

Signature :

Designation :