



State Trading
(General) Corporation

**INVITATION FOR BIDS (IFB)
FOR PROCUREMENT
OF TABLE EGGS 92,102,400 NOS(195x 40FT Reefers) TO
SRI LANKA STATE TRADING (GENERAL) CORPORATION LTD**

(LIMITED INTERNATIONAL COMPETITIVE BIDDING)

Tender Number STC/SCAPC/2023/07/001

03/08/2023 V3.0

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Tender Number : STC/SCAPC/2023/07/001

Sri Lanka State Trading (General) Corporation Limited, which is a fully Government owned self-financed Corporation operated under Ministry of Finance, has been authorized by the Cabinet of Ministers to import 92,102,400Nos of Table Eggs during the months of August , September and October 2023. The Chairman, Standard Cabinet Appointed Procurement Committee, invites bids from eligible and qualified bidders for the procurement of 92,102,400Nos of Table Eggs from already approved farms.

1. Interested eligible bidders may inspect and download the Bidding Documents from the website <http://stc.lk/eggtender> If further information is required can be obtained from The Chairman, Sri Lanka State Trading (General) Corporation Ltd, No. 100, Nawam Mawatha, Colombo 02, Sri Lanka Phone No 094 11 2432679 Fax No 094 11 2447970 email chairman@stc.lk on working days.
2. Bidding will be conducted under the limited international competitive bidding process. The Bid will be as follows:

Quantity of eggs	Delivery Period	Bid Validity	Bid Guarantee Letter	Performance bond within 14 days after awarding
92,102,400 Nos	As per given Delivery Schedule	From 08/08/2023 up to 8/11/2023	Bid Guarantee Letter Required	Value of 4 Weeks total Order Quantity x 10%

3. Qualification requirements of bidders include;

Bidder Restriction. : Eligibility:-

1. It has to be a registered company in India.
 2. Minimum annual average turnover USD One million or more within last 3 years 2020, 2021 and 2022.
 3. Minimum 5 years of experience in exporting Table Eggs.
 4. HPAI Free Compartment Approved Farm.
Or HAPI Free compartment approval pending & DAPH Sri Lanka already approved farms
(Copy of Original Veterinary Health Certificate for recent consignment required in Sri Lanka Approved Format)
 5. Farm Layer Birds & Production Capacity
Farm Capacity will be evaluated using Animal Husbandry Department of India certification.
(Farm Certificate Required from Department of Animal Husbandry, india. Farm Full Name and Full Address to be included in the certificate)
 6. Receipt for Tender Fee USD100 paid using provided link stc.lk/eggtender
 7. Price.
4. All bids may be sent to locked email trade@stc.lk email and subject "Procurement of Table Eggs-STC/SCAPC/2023/07/001" addressed to The Chairman, Cabinet Appointed Procurement Committee, Sri Lanka State Trading (General) Corporation Limited, No. 100, Nawam Mawatha, Colombo 02, Sri Lanka. on or before 2.00pm(Colombo time) on day of 08th August 2023- . Late bids shall not be accepted.
 5. All Bids must be accompanied by a Bid Guarantee Letter in the format specified in the Bidding Document.
 6. All bids should accompany receipt for a non refundable tender fee of USD100 paid through online link

All charges related to above to be borne by the Bidder
Chairman
Standing Cabinet Appointed Procurement Committee
Ministry of Finance
Sri Lanka

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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 Date Sheet (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 the BDS.

Throughout these Bidding Documents:
 - a) The term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
 - b) If the context so requires, “singular” means “plural” and vice versa; and
 - c) “day” means calendar day
2. **Source of Funds Specified in the BDS.** 2.1 Payments under this contract will be financed by the institutional funds.
3. **Ethics, fraud and Corruption** 3.1 The attention of the Bidders is drawn to the following guidelines 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 the process;
 - Officials shall refrain from receiving any personal gain from any procurement 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 of influencing a decision or impairing the objectivity of an official3.2 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 this policy.
 - a) “corrupt practice” means the 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;
 - 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.

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 only if eligible through evaluation.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the 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
- 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.
- 4.4 Foreign Eligible Bidders may submit a bid
5. **Eligible Goods And Services**
- 5.1 All goods supplied under this contract shall be complied with Related applicable standards stipulated by the Sri Lanka Standards Institute (SLSI) and The Department of Animal Production & Health, Sri Lanka. And Customs Food Department. In the absence of such standards, the Goods will not be accepted.

Contents of Bidding Documents

6. **Sections of Bidding Documents**
- 6.1 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
- 6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

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 two (2) 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. Bidding Documents as a result of a clarification, should the purchaser deemed it necessary to ammend it shall do so following the procedure under ITB Clause 8.
8. **Amendment of Bidding Documents** 8.1 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-Clauses 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** 11.1 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 contact if its bid is accepted; and
 - e) Any other document required in the BDS.
12. **Bid Submission from And Price Schedules** 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV Bidding Forms. This form must be

completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. **Alternative Bids** 13.1 Alternative bids shall not be considered.
14. **Bid Prices and Discounts** 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2. Any discount offered against any single item in the price schedule shall be included in the unit price of the item.
- 14.3. If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts . Prices quoted shall correspond to 100% of the items specified quantities for each item.
- 14.4. (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Shipper; And
- a. Freight
 - b. Insurance up to the Nominated Yard by the Shipper
- 14.5. 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.
- 14.6. 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.
15. **Currencies of Bid** 15.1 Unless otherwise stated in Bidding data Sheet, the Bidder shall Quoted in United States Dollars and payment shall be payable only in United States Dollars (USD)
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** 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 17.2 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, Related Services to the technical specifications; and if applicable, a statement of

- deviations and exceptions to the provisions of the Schedule of Requirements.
- 17.3 The Bidder shall also furnish requested documents to proof of quality of products from approved farms.
18. **Documents Establishing The Qualifications of The Bidder** 18.1 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 Manufactures 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 the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.
19. **Period of Validity of Bids** 19.1 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 none Responsive.
- 19.2 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.
- 20.2 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.
21. **Format and Signing of Bid** 21.1 The Bidder shall prepare one original of the documents comprising the bid "ORIGINAL"
- 21.2 The original scanned Copy of the bid shall be emailed to trade@stc.lk before the closing time and date

Submission and Opening of Bids

22. **Submission, Sealing And Marking of Bids** 22.1 Bidders may always submit their bids by email to trade@stc.lk
23. **Deadline for Submission of Bids** 23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in BDS.
- 23.2 The Purchaser may, at its discretion, extend the dead line 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.
25. **Withdrawal and Modification of Bids** 25.1 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 address, date and time specified in the BDS.
- 26.2 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

Evaluation and Comparison of Bids

27. **Confidentiality**
- 27.1 Information relating to the examination, evaluation comparison and post-qualification (if applicable) of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the purchaser in the examination, evaluation, comparison and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 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**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 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.
- 29.3 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, and Omission**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any errors non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 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 nonmaterial non conformities 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 Purchase 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**

31.1 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 Securing Declaration in accordance with ITB Clause 20.
- d) Delivery Schedule according to farm capacity

32. **Examination of Terms and Conditions; Technical Evaluation**

32.1 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.

34. **Domestic Preference**

34.1 Domestic preference shall not be a factor in bid evaluation

35. **Evaluation of Bids**
- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 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 for correction of arithmetic errors 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.
- 35.4 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, performances 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.
- 35.5 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. **Post qualification of The Bidder**
- 37.1 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.
- 37.2 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.
- 37.3 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 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 performs the Contract satisfactorily.
The Awarding quantity may be related to the production capacity of approved farms by giving priority based on HPAI Compartment Approval status.
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 specified in Section V, Schedule of Requirements, provided this does not exceed twenty percent (20%) without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
41. **Notification of Award** 41.1 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.
41.2 Until a formal Contract is prepared and executed the notification of award shall constitute a binding Contract.
41.3 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** 42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement and inform the successful Bidder to sign it.
42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the agreement.
43. **Performance Security** 43.1 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 of ITB Sub-Clause 20.4.
43.2 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.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is:- Sri Lanka State Trading (General) Corporation Limited
ITB 1.1	<p>The name and identification of the Procurement:- Procurement of Table Eggs, Tender Number : STC/SCAPC/2023/07/001 Quantity – 92,102,400 Nos table eggs 50-55grams of weight</p> <p>The items should match with the specifications given in the bid document This procurement consists of 92,102,400 Nos of Table eggs 50-55grams of weight</p>
ITB 2.1	The source of funding is:- Sri Lanka State Trading (General) Corporation funds in Sri Lanka
ITB 4.1	<p>Eligibility:-</p> <ol style="list-style-type: none"> 1. It has to be a registered company in India. 2. Qualification requirements of bidders include 3. Minimum annual average turnover of USD 1 million or equivalent within last 3 years 2020,2021 and 2022. 4. Minimum 5 years of experience in exporting Table Eggs. 5. HPAI Free Compartment Approved Farm. Or HAPI Free compartment approval pending & DAPH Sri Lanka already approved farms. 6. Farm Certificate Required from Department of Animal Husbandry, india. Including farm capacity(Farm Full Name and Full Address to be included in the certificate (mandatory))
ITB 4.4	Only Foreign bidders (exporters) are allowed
	B. Contents of Bidding Documents
ITB 7.1	<p>For clarifications ,the Purchaser’s address:-</p> <p>Chairman, Sri Lanka State Trading (General) Corporation Limited No. 100 ,Nawam Mawatha, Colombo 02, Sri Lanka.</p> <p>Telephone : 094 11 2384603 Fax No 094 11 2447970 E-mail: chairman@stc.lk</p>

	C. Preparation of Bids
ITB 11.1(e)	<p>The bidder shall submit the relevant documents specified in the eligibility criteria.</p> <ul style="list-style-type: none"> i. Number of Table Eggs Exported for the year 2020 to 31 December 2022. ii. It has to be a registered company in India. (business registration has to be attached) iii. Audited Financial Statement for the years – 2020,2021,2022 iv. HPAI Free Compartment Certificate v. Recent Veterinary Health Certificate in Sri Lankan Format vi. Certificate of country of origin issued by Trade and Development Authority of India. vii. Farm Certificate Required from Department of Animal Husbandry, india. Including farm capacity (Farm Full Name and Full Address to be included in the certificate (mandatory))
ITB 13.1	<p>Alternative bids</p> <p>Alternative bids shall not be considered.</p>
ITB 14.1	Bidders may quote all items or selected items of the list.
ITB 19.1	The Bid shall be valid up to 90 days
ITB 20.1	<p>Bid shall include a Bid Guarantee Declaration in favor of</p> <p style="text-align: center;">The Chairman, Sri Lanka State Trading (General) Corporation Limited, No.100, Nawam Mawatha, Colombo 02, Sri Lanka.</p> <p>All charges related to above to be borne by the Bidder</p>

D. Submission and Opening of Bids	
ITB 22.1	<p>Properly emailed bids may be sent through email trade@stc.lk with Subject marked "Procurement of Table Eggs - Tender Number : STC/SCAPC/2023/07/001 addressed to</p> <p>The Chairman, Sri Lanka State Trading (General) Corporation Limited, No.100, Nawam Mawatha, Colombo 02, Sri Lanka.</p>
ITB 23.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p style="padding-left: 40px;">The Chairman Sri Lanka State Trading (General) Corporation Limited, No.100, Nawam Mawatha, Colombo 02, Sri Lanka.</p> <p>The deadline for the submission of bids is:</p> <p>Date: August 08th 2023 Time: 2.00 P.M.(Colombo Time)</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Address: Sri Lanka State Trading (General) Corporation Limited, No.100, Nawam Mawatha, Colombo 02, Sri Lanka.</p> <p>Date: August 08th 2023 Time: 2.00 P.M.(Colombo Time)</p>
E. Evaluation and Comparison of Bids	
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.4	<p>The following factors and methodology will be used for evaluation:</p> <ol style="list-style-type: none"> 1. Eligibility of the supplier <ol style="list-style-type: none"> 1.1.Recent Veterinary Health Certificate in Sri Lankan format & Recent Certificate of Origin issued by Trade and Development Authority of India. 1.2.It has to be a registered company in India. (Business Registration certificate required to be attached) 1.3.Qualification requirements of bidders include Minimum annual average turnover of USD 1 million or equivalent within last 3 years 2020, 2021 and 2022. 1.4.Minimum 5 years of experience in exporting Table Eggs. 1.5.HPAI Free Compartment Approved Farms will be given priority and HAPI Free compartment approval pending & DAPH evaluated & approved Farms will also be considered. 2. Preliminary Evaluation <ol style="list-style-type: none"> 2.1. Arithmetical errors

	<p>2.2. Omissions</p> <p>2.3. Acceptability bid security Declaration</p> <p>2.4. Submission of Receipt for Tender Fee USD 100</p> <p>2.5. Letter of confirmation for Authorized Signatory</p> <p>2.6. Quality Certificates of farms</p> <p>2.6 HPAI Free compartment approved farms will be given priority and HAPI Free compartment approval pending & DAPH evaluated & approved farms will also be considered.</p> <p>2.7. Farm Capacity will be evaluated using Annual Husbandry Department of India Recommendation Letter. (Farm Certificate Required from Department of Animal Husbandry, india. Farm Full Name and Full Address to be included in the certificate (mandatory))</p> <p>2.8 Prices</p>
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Section III. Evaluation and Qualification Criteria

01. Evaluation Criteria

- i. Table eggs required to be delivered within the acceptable time range.
- ii. The following factors and methodology will be used to evaluate the bids;

1. Eligibility of the supplier

- 1.1. Recent Veterinary Health certificate in Sri Lanka Format & Recent Certificate of Origin issued by Trade and Development Authority of India.
- 1.2. It has to be a registered company in India.
- 1.3. Qualification requirements of bidders include,
 - 1.3.1. Minimum annual average turnover of USD 1 million or equivalent within last 3 years 2021, 2022 and 2023.
 - 1.3.2. Minimum 5 years of experience in exporting Table Eggs.
 - 1.3.3. HPAI Free Compartment Approved Farm will be given priority and HAPI Free compartment approval pending & DAPH evaluated & approved farms will also be considered.

2. Preliminary Evaluation

- 2.1. Arithmetical errors
- 2.2. Omissions
- 2.3. Acceptability bid security
- 2.4. Submission of signed Form of Bid
- 2.5. Letter of confirmation for Authorized Signatory
- 2.6. Quality Certificates obtained from the SGS, or Bureau Veritas
- 2.7. HPAI Free Compartment Approved Farm will be given priority and HAPI Free compartment approval pending & DAPH evaluated & approved farms will also be considered.

3. Detail Evaluation

- 3.1 Confirmity to given specifications
- 3.2. Quality of Table Eggs
- 3.3 Prices of the items

Section IV. Bidding Forms

Table of Forms

Bid Submission Form

Price Schedule:

Bid Security Declaration

Bid Submission Form

Tender Number : STC/SCAPC/2023/07/001

[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: 08/08/2023

No.: STC/SCAPC/2023/07/001

To: Chairman
Sri Lanka State Trading (General) Corporation Limited,
No.100, Nawam Mawatha,
Colombo 02,
Sri Lanka.

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents,
- b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements
- c) The total price of our Bid, including any discounts offered is: [insert the bid price figures in USD)
FOB Price :CIF ColomboPrice :
- d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, 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;
- e) 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;
- f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- g) 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/ Department of Public Finance of Sri Lanka or Animal Husbandry Department in India or Department of Animal Production and Health, Sri Lanka.
- h) 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.
- i) 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]

Contact Details

Mobile Number :
E-mail Address :

Procurement of Table Eggs

Tender Number : STC/SCAPC/2023/07/001

PRICE SCHEDULE & BID VALIDITY

Item	Details about Chicken Eggs to be Supplied	Weight of Egg (50g-55g)	FOB Price For Egg (USD)	CIF Price For Egg (USD)	Bid Validity Period (Required from 8 th of August up to 8 th of November 2023)
01	Grade 1(A) White Chicken Eggs 50-55 Grams weight				

Reefer Container 40FT having 1312 Cartons / Carton having 360Nos of Eggs

Please attach detailed product specifications of proposed products according to STC specifications along with Lab Testing Reports, Farm Quality Certificates.

The above price should include all costs including Packing as per the purchasers packing requirement with packing details provided by the purchser in colours and to be packed in 40FT Reefer Containers and no transshipments allowed.

Signature

In the capacity of (Designation/ Authorized by owner, Directors of the Company) Authorization letter required to be attached from Owners, Directors

Name:

Full name & Address of the Company :
.....

Contact Details : Mobile No ; Whatsapp no :

Email Address :

Dated on _____ day of _____, _____ [insert date of signing]
(Place official stamp Here)

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
(On Bidders Letter head)**

Bid Security Declaration

Date:08/08/2023

Procurement No. STC/SCAPC/2023/07/001

To The Chairman,
Sri Lanka State Trading (General) Corporation Limited,
No.100, Nawam Mawatha, Colombo 02, Sri Lanka.

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, or thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Section V. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule
2. Details of Exporter / Farm
3. Specifications

1. List of Goods and Delivery Schedule

(Tender Number : STC/SCAPC/2023/07/001)

	Shipment Arrival Dates	Required Quantity In eggs	Required Quantity In Containers	Shipment Schedule Agreed by the Bidder
01	August 2023 21 st Monday Arrival to Colombo	8,501,760	18FCL 40FT Reefer Containers	
02	August 2023 28 th Monday Arrival to Colombo	8,501,760	18FCL 40FT Reefer Containers	
03	September 2023 4 th Monday Arrival to Colombo	8,501,760	18FCL 40FT Reefer Containers	
04	September 2023 11 th Monday Arrival to Colombo	8,501,760	18FCL 40FT Reefer Containers	
05	September 2023 18 th Monday Arrival to Colombo	8,501,760	18FCL 40FT Reefer Containers	
06	September 2023 25 th Monday Arrival to Colombo	8,501,760	18FCL 40FT Reefer Containers	
07	October 2023 2 nd Monday Arrival to Colombo	8,501,760	18FCL 40FT Reefer Containers	
08	October 2023 9 th Monday Arrival to Colombo	8,501,760	18FCL 40FT Reefer Containers	
09	October 2023 16 th Monday Arrival to Colombo	8,501,760	18FCL 40FT Reefer Containers	
10	October 2023 23 rd Monday Arrival to Colombo	8,501,760	18FCL 40FT Reefer Containers	
11	October 2023 30 th Monday Arrival to Colombo	7,084,800	15FCL 40FT Reefer Containers	
	Total	92,102,400	195FCL 40FT Reefer Containers	

- Note:-**
1. Goods should be delivered on the scheduled date
 2. Orders will be placed in partial orders depending on the market situation
 3. Delivery period starting from 14th of August 2023 supplier should be able to complete all deliveries on time
 4. Only Approved Farms to be used for Sourcing of (Table Eggs) Goods under this tender
 5. Port of Shipment : Tutucorin / Destination Port : Colombo
 6. No Transhipments Allowed

Signature

In the capacity of (Designation/ Authorized by owner, Directors of the Company) Authorization letter required to be attached from Owners, Directors

Name:

Full name & Address of the Company :

..... (place official stamp)

2.0 Details of Exporter / Farm

(Tender Number : STC/SCAPC/2023/07/001)

2.1 Export Company Details

	Bidders Response
Company Registered Name	
Registered Business Address & Contact Details	
Business Registration Number	(Please Attach copy of Business Registration)
Farm Address & contact Details	
Animal Quarantine Department Approval	*

* (Please Attach Recent Animal Quarantine Certificate in Sri Lankan Format)

2.2 Contact Person

Contact	Bidders Response
Contact Person Name	
Designation	
Address	
Telephone	
Fax	
E – mail	

2.3 Financial Standing (Audited) – Required Balance Sheets for Years

Financial Data	2020	2021	2022	2023	Average
Annual Revenue					

Note: Please provide the copy of Audited Financial Statements and Management Accounts details for the year of 2023

2.1 Farm Registered Name, Address & Production Capacity

In the table below indicate the relevant Details

Se.No	Farm Registered Name & Address With Contact Details	Layer Birds Available	Daily Production	Animal Husbandry Department, India approval Certificate (See the Note below) (mandatory)
01				

• **Note : Attach Farm certificate from Department of Animal Husbandry of India including Farm Full Name and Full address. (If full name is not indicated it won't be considered for evaluation)**

2.2 Proof of Exports

Recent export shipments details with Health Certificate and COO copies required to attached

Se.No	Farm Name According to Health Certificate	Quantity	Exporting Country	BL Number & Date
01				
02				
03				
04				
05				
07				
08				
09				
10				

3.0 General Requirement Specifications for Importing Table Eggs to Sri Lanka

3.1 Farm Eligibility (1st Priority or 2nd Priority)

Priority	Specifications	STC Requirement	Bidder's Response
1	HPAI Free Compartment Approved Farm	Required (Certificate Copy also Required)	
2	HPAI Compartment Pending and DAPH Sri Lanka Evaluated & Approved Farm	Required (Farm recommendation Report from DAPH Sri Lanka)	

3.2 Farm Registration & Capacity

Se.No.	Specifications	STC Requirement	Bidder's Response
1	Farm Registration	Required (Certificate Copy also Required)	
2	International Quality Certificates available for the Farm	Required (Certificate Copy also Required)	
3	Farm Capacity (Per Day Production in eggs)	Farm Certificate Required from Department of Animal Husbandry, india. Farm Full Name and Full Address to be included in the certificate (mandatory)	

3.3 Export Establishment Registration

Se.No.	Specifications	STC Requirement	Bidder's Response
1	Business Registration Number of Export Establishment	Registration copy Required	
2	Type of Business Registration (Partner /Pvt Ltd /Public Limited)	Required	
3	Indian Export Council Registration (IEC Code)	Registration copy (mandatory)	

3.4 Payment Terms & Copy Shipping Documents

Se.No.	Specifications	STC Requirement	Bidder's Response
1	Terms of Payment	LC or DP Terms	
2	Copy Documents required being available on arrival of shipments to Colombo port.	Yes	

3.5 Consignment Packing & Stuffing Details

Se.No.	Specifications	STC Requirement	Bidder's Response
2	Carton Print : Farm Name Establishment Number / Shipper Name / IEC Number Imported By	Yes	

	Sri Lanka State Trading (General) Corporation Ltd. 100, Nawam Mawatha, Colombo 02. Website : www.stc.lk , Contact:2422341/2440880		
3	Total Eggs in a 40FT Container (Having 1312 Cartons)	472,320eggs	
4	Total Eggs in a Carton (Having 12 Trays)	360eggs	
5	Total Eggs in a Tray (30eggs)	30eggs	
6	Chemical Treated Trays	Required	
7	Temperature to be Maintained in Reefer Container (0 ⁰ C-4 ⁰ C) from stuffing Date & Time up to the Customs Release Date &Time	Required	
8	Container required to be fumigated before stuffing	Required	
9	Production and Expiry dates Printed on Eggs & Cartons (Minimum 90 Days Life and More than 85% Shelf Life Required to be Available at the time of Arrival of the Shipment)	Yes, 90 Days	
10	Confirmation of 14Days Free time for 40Ft Reefer Container (Reefer Extension Charge not exceeding 125USD Per container per Day for extra 6Days)	Required	

3.6 Shipping Documents & Certificates Required

Se.No.	Specifications	STC Requirement	Bidder's Response
1	Country of Origin Certificate from Chamber of Commerce	Yes	
2	Zoo sanitary certificate (International Veterinary health Certificate) to export eggs from India to Sri Lanka with <u>an attestation of the India Government Veterinary Authority</u> on 2.1 The establishment which is intended to export of table eggs to Sri Lanka is free from high pathogenicity avian influenza in accordance with relevant requirement of the chapters 4.4 and 4.5 of World Animal Health Organization Terrestrial Animal Health code 2022 for a 6 months period to export. 2.2 The establishment (farm) which is intended to export of table eggs to Sri Lanka has been tested and found free from Salmonella species including <i>Salmonella enteritidis</i> and no case of Velogenic New Castle Disease has been diagnosed on the farm for the last six months period prior to export. 2.3 The eggs have fully developed shell and were cleaned fresh and fit for human consumption. 2.4 Attitudes and/ or coloring materials which injuries to health have not been added. 2.5 The eggs have been handled and packed in appropriately sanitized packaging materials and containers in a hygienic manner. 2.6 Farm is registered for export purpose in the government authority of origin country.	Yes	
3	SGS Or BV Quality Test Certificate for Quality of the Shipment Including supervision of Egg shell Cleaning Process	Yes	
4	Loading Port Report based on Weight, Quality & Quantity and Reefer Container status after Loading with temperature.	Yes	
5	Certificate of Table Egg Lifetime Confirmation Letter from Farm (Minimum 90 Days Life and More than 85% Shelf Life Required to be Available at the time of Arrival of the Shipment)	Yes,	
6	<u>Registration certificate of export establishment</u> with relevant government authority of India.(Exporter Code)	Yes	
7	International Quality certifications of the Farm	Yes	
8	Fumigation Certificate from Government Registered agency	Yes	
9	Cargo Insurance Certificate	Yes	
10	Damage Cover Letter from the Exporter for Damages over 1% will be reimburse directly by the Shipper and Quality Rejected Consignments required to be immediately replaced with a new consignment.	Yes	

	(All the expenses related to Regulatory Charges & Shipping and Transport Charges with yard expenses needs to be reimbursed immediately on receipt of request made by the consignee)		
11	BL With 14 Days Free time and with standard rates for Extension	Yes	
12	Commercial Invoice with Shipping & Insurance Charges Breakdown	Yes	
13	Packing List with Packing & Container Details with Seal Numbers	Yes	

3.7 Table Egg Specifications for Quality

Se.No.	Specifications	STC Requirement	Bidder's Response
1.0	<u>Cleanliness of the shell</u>		
1.1	Cracked or Damage Eggs	0, Nil (Mandatory)	
1.2	Foreign matters outside or surface (Cleaned)	0, Nil (Cleaned) (Mandatory)	
2.0	<u>Weight of Egg</u>		
2.1	Whole Egg Weight (measured to +/- 0.1g)	50-55g (Mandatory)	
2.2	Dry Shell weight (measured to +/-0.1g)		
3.0	<u>Soundness of the shell</u>		
3.1	Shell thickness (measured to +/-0.1mm)		
3.2	Shell Breaking Strength (measured to +/- 0.1g)		
3.3	Shell Deformation (measured to +/-0.1mm)		
4.0	<u>Yolk Quality</u>		
4.1	Vitelline(yolk) Membrane Strength/Yolk quality (measured to +/-0.1g)		
4.2	Yolk Colour (using DSM Yolk Colour Fan/Or any other standard Colour Fan)		
4.3	Ratio of the height to the width of the yolk (in mm)		
5.0	<u>Grade of Eggs</u>	Grade 1 (A) (Mandatory)	
	$HU = 100 * \log (h - 1.7w^{0.37} + 7.6)$		
	HU = Haugh unit / h=height of the albumen in millimeters/ w = weight of egg in grams		
	Grade 1 (A) : Haugh unit >60 / Grade 2 (B) : Haugh units 59-31 / Grade 3 (C) : Haugh units 30 or less		

Signature

In the capacity of (Designation/ Authorized by owner, Directors of the Company) Authorization letter required to be attached from Owners, Directors

Name:

Full name & Address of the Company :

..... (place official stamp)

Tender Number STC/SCAPC/2023/07/001

4.0 Other Conditions of Contract

Samples of each shipment have to be approved by Department of Animal Production & Health of Sri Lanka Medical Research Institute before releasing shipment. If any shipment is rejected the full container will be returned and exported to origin country and full value of consignment should be reimbursed by the Supplier including shipping, delivery & statutory charges in the destination country within 3 days of such rejection.

In case of reporting of abnormal breakage beyond 1% required to be reimbursed by shipper including delivery & statutory charges in the destination country within 7 days of reporting. Please attach detailed product specifications of proposed products according to STC specifications along with Lab Testing, Quality Certificates.

Signature

In the capacity of (Designation/ Authorized by owner, Directors of the Company) Authorization letter required to be attached from Owners, Directors

Name:

Full name & Address of the Company :
.....

Contact Details : Mobile No ; Whatsapp no :

Email Address :

Dated on _____ day of _____, _____ *[insert date of signing]*
(Place official stamp Here)

Tender Number : STC/SCAPC/2023/07/001

5.0 Bidder's Declaration

- (a) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by AQCS India any region or Animal Husbandry Department of India, DAPH Sri Lanka and the National Procurement Agency of Sri Lanka ;
- (b) 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;
- (c) We understand that you are not bound to accept the lowest price or any other bid that you may receive without final technical recommendation of TEC or evaluation done by the Tender Committee.
- (d) Agreed to provide, shipments of required products according to 3. Technical Specifications given in (Page 24 to 27) of this document and bound to pay the demurrages occurs due to non-compliance to the Specifications in pages 24 to 27
- (e) Purchaser will have full rights to generate purchase orders according to the market requirement. And split the orders or limit to a certain quantity.
- (f) Tenders without below attachments will not be considered qualified for bidding.
(Previous Shipment Details with Proof Documents/ Company Account Details with Audited Accounts/ Manufacturers Authorization from Farm in given format /Recent Veterinary Health Certificate in Sri Lanka DAPH Approved Format) and Farms Doesn't Fulfill the Farm Eligibility Criteria will not be considered qualified for bidding.
- (g) I understand that Submission of false documents & false information the tender may result in blacklisting the Export Establishment & Related Farms for supply of any consignment to Sri Lankan Territory for next 5 years' time.
- (h) Unauthorized subcontracting done by the Exporter or Farm may put the destination country at risk of HPAI (Highly Pathogenic Avian Influenza) and required to be avoided subcontracting in any manner.
- (i) The Exporter or Farm needs to assure Sourcing only from an Approved farm under "HPAI Free Compartment" or "HPAI Free Compartment Approval Pending & DAPH Inspected & Approved Farm".
- (j) I/We agree to supply products according to be **1.0 Goods delivery schedule (in page 21)** & agreed prices during the validity period mention in **Price Schedule & Bid Validity (in page 18)** of this document.

By signing below , I'm taking full responsibility personally and as a part of Corporate Responsibility and liability to understand , accept and practice above terms (a),(b) (c) , (d), (e),(f), (g), (h), (i), (j).

Signature

In the capacity of (Designation/ Authorized by owner, Directors of the Company) Authorization letter required to be attached from Owners, Directors

Name:

Full name & Address of the Company :
.....

Contact Details : Mobile No ; Whatsapp no :

Email Address :

Dated on _____ day of _____, _____ [insert date of signing]
(Place official stamp Here)

Section VI. Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them;
- b) “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.
 - c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - e) “Day” means calendar day.
 - h) “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.
 - i) “CC” means the Conditions of Contract.
 - j) “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.
 - k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the contract Data.
 - l) “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.
 - m) “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.
 - n) “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 in named as such in the Contract Agreement.
 - o) “The Project Site,” where applicable, means the place named in the Contract Data. .
 - p) DAPH – Department of Animal Production and Health Sri Lanka
 - q) HPAI Free Compartment – Highly Pathogenic Avian Influenza Free Compartment as Approved by the Animal Husbandry Department of India.

- 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** 3.1 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.
- “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;
 - “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - “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
 - “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 hereto 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 contact shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute, Quarantine Procedure, Department of Animal Production and Health , Peradeniya.
- 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** 10.1 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 thereafter 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 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 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 Schedule as per CC Clause 12 and As per Product Specifications

- 14. Contract Price** 14.1 Price 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** 15.1 The Contract Price, shall be paid as specified in the Contract Data.
- 15.2 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.
- 15.3 Payment shall be made by the Purchaser on the LC or DP terms, but in no case later than 30 days after submission of an invoice or request for payment by the Supplier and after the purchaser has accepted it after obtaining the quality certification from VRI Research Labs of Department of Animal Production & Health, Sri Lanka or Medical Reserch Institute(MRI) Labs for the shipment.
- 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** 17.1 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 Value of Ten percent (10%) of the 2 Weeks Order Value.
- 17.2 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.
- 17.3 As specified in the **Contract Data**, the Performance Security, if required shall be in USD and shall be in the format stipulated by the Purchaser in the **Contract Data**, or in another format acceptable to the Purchaser.
- 17.4 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 quality 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

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason of the Contract.

20. Subcontracting

- 20.1 Subcontracting will not be allowed under this contract.

21. Specifications and Standards

- 21.1 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 my 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 is 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 Documents

- and 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 and maintaining the required temperature during the transportation of the Goods in containers shall be a responsibility of the supplier.
- 25. Inspections and Tests** 25.1 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**.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery; and/or at the Goods final destination, or in another place as specified in the **Contract Data**. Subject to SS Sub-Clause 25.3, if conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to photos and videos and production data shall be furnished to the inspectors at not charge to the Purchaser.
- 25.3 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.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall given 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.
- 25.5 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.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 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.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof not the attendance by the Purchaser or its representative, or 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 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.
- 27.2 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.
- 27.3 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**.
- 27.4 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.
- 27.5 Up on receipt of such notice, the Supplier shall, within the period specified in the **Contract Data**, expeditiously repair or replace the defective Goods or parts hereof, at no cost to the Purchaser.
- 27.6 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** 28.1 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 the Goods.

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 the Contract.

- 28.2 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 or claim
- 28.3 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 own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers and Sub-Contractors 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 materials provided or designed by or on behalf of the Purchaser.

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.

31. Force Majeure

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if any 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.
- 31.2 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.

- 31.3 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**
- 32.1 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) Goods to be furnished under the Contract 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.
- 32.2 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.
- 32.3 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.
- 32.4 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. Extension of Time**
- 33.1 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.
- 33.2 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 and 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 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.

34.2 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 accrued 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 complete 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.

36. Appeal

- 36.1. Un successful bidder may appeal to Presidential Appeal Board, government of Sri Lanka within 7 days of the awarding the contract.

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.

CC 1.1(i)	The Chairman, Sri Lanka State Trading (General) Corporation Limited
CC 1.1 (m)	No. 100, Nawam Mawatha, Colombo 02, Sri Lanka.
CC 8.1	For notices, the Purchaser's address shall be: The Chairman, Sri Lanka State Trading (General) Corporation Limited. No. 100, Nawam Mawatha, Colombo 02, Sri Lanka. Telephone /+94112384603 Fax : +94112447970 email : chairman@stc.lk
CC 12.1	Tender Delivery by email to trade@stc.lk
CC 15.1	The method and conditions of payments to be made to the supplier under this contract shall be as follows. 1. No advance payment will be paid. 2. All payments will be made after delivery, as per the conditions of the DP terms or LC Terms and after confirming the quality of the goods by Department of Animal Production & Health.
CC 17.1	A Performance Security of 10% of the total contract price for the value of 4 weeks orders is required as a Performance Bond and shall be valid 14 days beyond the date of completion of delivery schedule of the quantity agreed.
CC 26.1	The liquidated damages shall be 1% per week. The maximum amount of liquidated damages shall be 10% of the contact price.

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement
2. Performance Security
3. MA Letter Format



Contract Agreement (2 Pages)

THIS CONTRACT AGREEMENT is made

The [insert: number] day of[Insert: month], [Insert: year].

BETWEEN

1) Lanka State Trading (General) Corporation Limited, and having its principal place of business at No.100, Nawam Mawatha, Colombo 02, Sri Lanka. (herein after 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 fresh Chicken Eggs 50-55grams and has accepted a Bid by the Supplier for the supply of those Goods and Services

Per egg price in USD[insert Price in words and figures, expressed in USD)

..... (hereinafter called “the Contract unit Price”).

Total Price in USD [insert Price in words and figures, expressed in USD)

..... (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. Price Schedule , Bid Validity for 90 Days (from 8th of August 2023 to 8th of November 2023) & Delivery Schedule
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 / Exporter

Signed: (insert signature of authorized representative of the supplier)

in the capacity of (insert title or other appropriate designation)

in the presence of (insert identification of official witness)

(Place Official Stamp)



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 delivery schedule] and any demand for payment under it must be received by us at this office on or before that date.

[Signature(s)]



< FARM LETTER HEAD >

Date: 08/08/2023

Chicken Eggs , No.: Procurement No. STC/SCAPC/2023/07/001

7.0 MANUFACTURER'S (FARM) AUTHORIZATION LETTER

To The Chairman, Standard Cabinet Appointed Procurement Committee, Sri Lanka State Trading (General) Corporation Limited, No.100, Nawam Mawatha, Colombo 02, Sri Lanka.

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having farms , 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 our farm, fresh table eggs 50 to 55 grams , manufactured by us, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with PAGE 24 to 27- Product Specifications, with respect to the fresh table eggs 50 to 55 grams 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]*

