PROCUREMENT NOTICE -GLOBAL

PROCUREMENT COMMITTEE OF INDUSTRIAL DEVELOPMENT BOARD (IDB)

MINISTRY OF INDUSTRY AND SUPPLY CHAIN MANAGEMENT

The Rubber Products Development & Services Centre (RPD & SC) is the facilitation arm of IDB for Rubber Sector and it has been providing services and raw materials to local Rubber product manufactures. The institute intends to purchase Acrylonitrile Butadiene Rubber (NBR) and tenders are hereby invited to purchase Acrylonitrile Butadiene Rubber (NBR) from eligible and qualified bidders globally.

The Chairman – Procurement Committee will receive sealed bids from manufacturers for supply of Acrylonitrile Butadiene Rubber (NBR) 34:50 (medium grade) to situated at Rubber Product Development and Services Centre at Peliyagoda.

**Tender No** : T/GLO-002/2020
**Date of issue of Tender Documents** : June 30, 2020
**Closing date and Time** : August 24 2020 at 9:00 hrs. GMT
**Description of items** : Acrylonitrile Butadiene Rubber (NBR), 16 Tons (Medium grade 34: 50)

Tender documents should be prepared as per particulars given in the bidding document available to prospective bidders and should be collected on working days between 3:30 hrs and 9:30 hrs GMT during above dates from Supplies Division, IDB, No 615, Galle Road, Katubedda, Moratuwa, Sri Lanka. This could be purchased on cash payment of nonrefundable bid document fee of LKR 7500, USD 40.00 or EURO 35.57 per set. (Bidders are advised to carefully read and understand the specifications carefully and other important terms and conditions Specified in the tender document)

Sealed bids may be sent by courier, under registered post or may be put in to the Tender Box available for this purpose at Supplies Division of Industrial Development Board, No 615, Galle Road, Katubedda, Moratuwa, Sri Lanka.

The Bidding will be closed at the Head Office of the Supplies Division on the date and time mentioned above and bids will be opened immediately thereafter.

Bidders or their authorized representatives will be permitted to be present at the time of opening of Bids. Bidding documents are available on the : www.idb.gov.lk

The Manufacturers who intend to submit the tender document down loaded via web site should sent the Telegraphic Transfer (wire transfer) of aforesaid non-refundable bid document fee to undermentioned Document of the Bank.
Bank details of IDB:
Beneficiary name and address : Industrial Development Board
615, Galle Road, Katubedda, Moratuwa.
Bank Name : Bank of Ceylon
Bank Address : 129, Galle Road, Idama, Moratuwa, Sri Lanka
Branch : Idama
Account No. : 682974
Swift Code : 061

Should prospective bidders require any further clarification they may contact Deputy Director, Supply Division of IDB on 011-2607004

Chairman
Industrial Development Board
No 615, Galle Road,
Katubedda,
Moratuwa,
Sri Lanka.
Fax: 0094 11 2607002
Tel : 0094 11 2607002
email : chairman@idb.gov.lk
INDUSTRIAL DEVELOPMENT BOARD  
No: 615, Galle Road, Katubedda, Moratuwa, Sri Lanka  
(Ministry of Industry and Commerce)

Tender for purchasing of Acrylonitrile Butadiene Rubber (NBR)  
Tender: T/GLO-002/2020

TENDER DOCUMENT  
INSTRUCTIONS TO BIDDER AND TERMS AND CONDITIONS OF TENDER

01 SCOPE OF TENDER

Tenders are hereby invited by the Chairman Tender Board, Industrial Development Board (hereinafter referred to as “IDB”) for supply and delivery of Acrylonitrile Butadiene Rubber (NBR) for Rubber Products Development & Service Centre as per the following specifications.

<table>
<thead>
<tr>
<th>S/N</th>
<th>Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Acrylonitrile Butadiene Rubber (NBR) Medium Grade 34:50</td>
<td>16 Tons</td>
</tr>
</tbody>
</table>

Buyer’s technical specifications/requirements for Acrylonitrile Butadiene Rubber (NBR) in Schedule “B” of this document. The Bidder should indicate the specifications of Acrylonitrile Butadiene Rubber (NBR) offered along with details such as Country of Origin, the make, model, Import and supply and local agent etc..

The Tender document in entirely consists of the following,

01 The main body of this document which consists of Information, Instructions and Terms and Conditions  
Page 01-08

02 Schedule A  
FORM OF TENDER  
Page 09-10

03 Schedule B  
BIDDER’S SPECIFICATIONS  
Page 11

04 Schedule C  
PRICE SCHEDULE  
Page 12

05 Schedule D  
DELIVERY SCHEDULE  
Page 13-14

05 Schedule E  
BIDDERS INFORMATION FORM  
Page 15-16

06 Schedule F  
SPECIMEN BID BOND FORMAT  
Page 17-18

07 Schedule G  
SPECIMEN FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)  
Page 19
The eligible Bidders responding may offer Bids for the items called for conforming to all instructions and terms and conditions in the entire document.

02 ELIGIBLE BIDDERS

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

2.2 Further, for the bid to be eligible, the item offered by the bidder should be fit for immediate use for productive operations.

2.3 Local agent bidder to hold power of attorney

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

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

03 BID CURRENCY

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

04 POWER OF THE TENDER BOARD TO ACCEPT OR REJECT OFFERS

- The tender board for the purchases of items reserves the right to reject any or all tenders or any portion of tender without adducing reasons. The tender board may accept all items of the tender and reserves the right to increase or decrease the quantity purchased at the quoted unit prices.

- The tender board is not liable and not bound to accept the lowest-price bid for all items and the tender board reserves the right to consider the items in differing number of parcels that would facilitate it to make selection that yield best quality and cost advantages.

05 TENDER SUBMISSION PROCEDURE

5.1 Acceptable Tender Document

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

Deputy Director (Supplies & Stores), Industrial Development Board,
No: 615, Galle Road, Katubedda, Moratuwa 10400, Sri Lanka.

5.2 Price of Tender Documents

A set of this tender document consisting of 01 Original and 01 duplicate can be purchased for LKR 7,500, USD 40 or EURO 35.57 per set. Payment can be made in cash or by telegraphic transfer (wire transfer).
Bank Details (IDB) (bank name/branch, address account name/number, SWIFT code)

Beneficiary name & Address : Industrial Development Board
                           615, Galle Road, Katubedda, Moratuwa

Bank Name                                  : Bank of Ceylon
Bank Address                              : 129, Galle Road, Idama, Moratuwa, Sri Lanka
Branch                                         : Idama
Account No                                  : 682974
Swift Code                                   : 061

5.3 Limitation of One Bid per Tender Document

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

5.4 Steps for Sealing and Marking of Bids

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

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

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

Tender for purchasing of Acrylonitrile Butadiene Rubber (NBR) Medium Grade 34:50

The above envelope (or wrapped package) should be addressed to:

Deputy Director (Supplies & Stores)
Industrial Development Board
No: 615, Galle Road, Katubedda
Moratuwa 10400 - Sri Lanka

5.5 Bid Submission

The tender in sealed envelope (or wrapper) as per the above Clause 5.4 should either be deposited by hand in the Tender box maintained for the purpose at the office of the Deputy Director (Supplies & Stores) at the address indicated above under Clause 5.4 or be sent by registered post to the same address or courier to the same address. The tender either by hand deposit or registered post or couriered must reach the above address on or before the closing time which is 9:00 Hrs. GMT on 24.08.2020

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

- Bids will be opened at Industrial Development Board, No: 615, Galle Road, Katubedda, Moratuwa 10400, Sri Lanka immediately after closing of bid submission.

- The bidder or his duly authorized representative may be present at the time of opening of the bid.

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

06 BID BOND (TENDER SECURITY)

6.1 Each bid shall be accompanied by a bid bond under taking that the offer will be held valid for the specified period and that the offer will not be withdrawn during that period. Such security should be un-conditional and shall be in the form of a Bank Guarantee issued in favor of the Industrial Development Board. **The value of the Bid Bond should be in any of the quoted currency to the value of 2% of the total Bid price. A specimen of a Bid Bond is provided in Schedule E.**

6.2 The Bid Bond (Tender Security) should be submitted with the bid, arranged in the package as per instructions under the Clause 5.4 of this document. (Note: A copy or duplicate of the bid bond is not needed)

6.3 The validity of the Bid Bond (Tender Security) should be at least 90 (Ninety) calendar days from the date of opening of bids.

6.4 All bids not accompanied by a bid bond pursuant to the above clauses will be rejected and no further consideration will be given to such bids.

6.5 After the award has been finalized the Bid bond (Tender Security) will be released to the respective bidders with the exception of the top three bidders in the order of preference for the selection of the successful bidder. The bid bond of the top three bidders will be released after the successful bidder furnishing of required Performance Bond subsequent to the award of the tender.

6.6 The successful bidder on receipt of the letter of acceptance of this tender should submit a Performance Bond as a guarantee within fifteen (15) working days. The terms and conditions relevant to the nature of the Performance Bond are given in clause 13 and the specification provided in schedule “F”

6.7 In the event of successful bidder after receiving letter of acceptance, fails to provide performance bond within the stipulated time period referred in paragraph 6.6 above, then the bidder will be liable to forfeit the bid bond or undergo any other penalty imposed by the Tender Board or liable to accept both forfeiture of the Bid Bond (Tender Security) and acceptance of any other penalty imposed by the Tender Board.

**Note:** Seven (07) working days from the date appearing in the letter of acceptance will be interpreted as the date of delivering of same.
07 DECLARATION OF THE DIRECTORS AND BANK REFERENCES

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

7.2 The bidder should declare Bank References in Schedule A: Form of Tender

08 GUARANTEES/WARRANTY

8.1 The bidder shall guarantee that the items supplied under the contract will comply strictly with the conditions stipulated in the tender document.

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

8.3 During the warranty period the successful bidder shall replace any portion of the item supplied which are found to be defective at bidder’s own expense.

09 DELIVERY AND HANDING OVER

9.1 All the goods supplied under this tender shall be delivered to Colombo, Sri Lanka and handed over to Industrial Development Board, Rubber Products Development & Service Centre No 33, New Nuge Road, Peliyagoda, Sri Lanka by successful bidders as the supplier.

9.2 PRICE SCHEDULE

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

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

10 VALIDITY PERIOD

Offers should be valid for a minimum period of one year from the date of closing tender.

11 MODE OF PAYMENT

Through Irrevocable Letter of Credit at Sight with following percentages of advance payments negotiable. (LC will be opened with Red Clause from where bidder will be allowed to negotiate part payments)

12 PERFORMANCE BOND

12.1 The successful bidder on receipt of the letter of acceptance of tender should submit a Performance Bond as a guarantee within Fifteen (15) working days. Ten (10) working days from the date appearing in the letter of acceptance of tender will be interpreted as the date of delivering of same. A specimen performance bond is annexed herewith as schedule F which shall be used substantially in mutually agreeing upon the format of the performance bond.
12.2 A sum equivalent to ten percent (10%) of the total value of tender in cash or by Bank Guarantee will be required as Performance Bond for the due fulfillment of the contract by the successful bidder.

12.3 If the Chairman, Industrial Development Board is of the opinion that the performance of the successful bidder is unsatisfactory and that; there is a breach of the stipulated condition of the tender agreement, the performance bond is liable to be forfeited and the contract terminated.

12.4 The performance bond should cover and be in force for a period commencing from date of receipt the award by the successful bidder. The validity of performance bond should be one year and one month from the date of acceptance.

13 CORRECTION OF ERRORS

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

(a) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity,

   (i) The unit rate as quoted will govern

   (ii) unless in the opinion of the Tender Board and its Technical Evaluation Committee there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line items total as quoted will govern and the unit rate shall be corrected.

(c) If the corresponding bid amount increases due to corrections of above mistakes, the corrections shall be re-adjusted by the Tender Board within the tendered price in consultation with the bidder. Where the adjusted price is lower than the tendered price the adjusted price will be the bid price.

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

14 DELIVERY

The bidder shall declare the Delivery Period for the items to reach Colombo, Sri Lanka. While the delivery period is left open for bidders to specify, the Tender Board reserves the right to give higher preferences to bids that specify shorter periods when evaluating competing bids which are equal otherwise.

15 INSPECTION

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

16 DELIVERY WITHIN THE AGREED PERIOD

Should the bidder anticipate at any time during the execution of the order that he will be unable to deliver the agreed items within the time specified in his tender he shall at once give notice accordingly in writing to the Chairman, Tender Board, Industrial Development Board, No: 615, Galle Road, Katubedda, Moratuwa, Sri Lanka explaining the cause for the delay. In case of delay, the Chairman, Tender Board, shall have the option of either granting an extension or terminating the contract ruling the case as default and collecting the Performance Bond without recourse.
If an extension is granted, the bidder shall deliver Goods within the further extended period, but will in addition to any other liabilities incurred by him under this contract, be subjected to a deduction from the tendered sum as and for liquidated damages and as a penalty of one percent per week of the value of any supply which may be in errors.

17 FORCE MAJEURE

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

18 AGENTS RIGHTS OF ROYALITIES

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

19 APPLICABLE LAW

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

20 LANGUAGE OF THE TENDER

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

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

The tender submitted should include the following:

- The whole of this tender document (including this main body and all the schedules) A, B, C, D, E & F all duly filled.
- Bid Bond
- All the supporting documents called for by this tender document including its Schedules and also to include the following wherever applicable.
  - Power of Attorney for Local Agent bidding on behalf of foreign principal bidder.
  - Letter or Certification of Authorizing Local Agent as an accredited agent for the offered item in Sri Lanka.
  - Any Brochures/Literatures/Catalogues for the Offered Item, from the Bidder/Principal or the Manufacturer.
  - Any other documents called for and necessary as supporting.
  - All the documents other than Bid Bond submitted should be included as annexes with each annex appropriately numbered and be easily identifiable. Further for each annex attached to original set, a copy should be attached to duplicate set too.
The Bid Bond for which the single original is sufficient should be enclosed in separate envelope as instructed in clause 5.4

The pages of this tender document shall not be re-numbered and be presented in same order. However, the annexes to the tender including schedules, whether they are supporting documents or necessary insertions for want of space in the provided schedule forms, could be inserted in between appropriate pages proved they are securely stapled.

22 CHANGES OF ADDRESS

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

- Any change of bidder’s business address indicated in the offer subsequent to the submission of bidding should be immediately notified to the Chairman, Tender Board, Industrial Development Board, No: 615, Galle Road, Katubedda, Moratuwa 10400 Sri Lanka and such notifications will be acknowledged by the Chairman Tender Board.

23 OTHERS

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

- All expenses connected with the preparation and submission of tender shall be borne by the bidder.

- Any further information required by the bidders can be ascertained upon application to the Deputy Director Industrial Development Board, No: 615, Galle Road, Katubedda, Moratuwa 10400, Sri Lanka or by emailing chairman@idb.gov.lk

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

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description in Brief</th>
<th>Required Quantity</th>
<th>Unit Price</th>
<th>VAT/NBT</th>
<th>Total with tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Acrylonitrile Butadiene Rubber (NBR) Medium Grade 34:50</td>
<td>16 Tons</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(a). Total Bid price in words S.L.Rupees ………………………………………………………………
(b) Total VAT and NBT(if applicable) in words S.L.Rupees ………………………………………….
(c) I/We confirm that this offer shall be open for acceptance until ………….. and that it will not be withdrawn or revoked prior to that date
(d) I/We attach hereto all necessary the documents as per requirements of the tender document as part of my/our bid.
(e) I/We understand that you are not bound to accept the lowest tender and that you reserve the right to reject any or all tenders or accept any part of a Tender without assigning any reasons for such actions.
(f) My/Our Bank Reference (s) is/are as follows:- …………………………………………………………………………………………………………………………………
(g) Firm delivery period (in weeks) from date of the order (Item Wise) …………………………………………………………………………………………………………………………………
(h) My/Our VAT Registered No:

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

Address: ........................................................................................................

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

Fax: ................................ Telephone:.............................................

Signature of Bidder:...........................................

Name of Bidder: ...............................

Date: ....................  Company Seal: ..........................

Page 10
Tender for purchasing of Acrylonitrile Butadiene Rubber (NBR)

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

Acrylonitrile Butadiene Rubber (NBR)

<table>
<thead>
<tr>
<th>S/N</th>
<th>Buyers’ Specifications</th>
<th>Qty</th>
<th>Bidder’s Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Acrylo Nitrile Butadiene Rubber (34:50) Medium grade</td>
<td>16Tons</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>County of origin</td>
<td>34:50</td>
<td>Supplier should mention</td>
</tr>
<tr>
<td>03</td>
<td>Brand</td>
<td>“</td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>Hardness before aging (shore A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>Hardness after aging (shore A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>Tensile strength before aging (Mpa)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>Tensile strength after aging (Mpa)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>E.A.B before aging (%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>E.A.B after aging (%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Modulus 300% before aging (Mpa)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Modulus 300% after aging (Mpa)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Tear strength before aging (KN/m)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Tear strength after aging (KN/m)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Compression set 100ºC-72hrs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Swelling - Petral (%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Swelling - Kerosene Oil (%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Swelling - Break (%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Swelling – Enging Oil (%)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE “C”                                                                                     TENDER NO: T /GLO-002/2020

Price Schedule & Offer Form

INSTRUCTIONS

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

B. If the Bidder is a VAT Registered supplier, the VAT/NBT components should be shown separately, indicating the VAT Registration number.

C. The Bidder should submit a Proforma Invoice

D. Firm guarantee period to be indicated.

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description in Brief</th>
<th>Required Quantity</th>
<th>Unit Price</th>
<th>VAT/NBT</th>
<th>Total with tax</th>
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<tr>
<td>01</td>
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<td>16 Tons</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
01. **Delivery of Goods**

The Goods shall be delivered to the Industrial Development Board of Ceylon, Rubber Products Development & Services Centre, No. 33, New Nuge Road, Peliyagoda, Sri Lanka.

- **Purchasing Plan**

<table>
<thead>
<tr>
<th>Delivery Period</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 1\textsuperscript{st} quarter (September – November)</td>
<td>4 Tons</td>
</tr>
<tr>
<td>2. 2\textsuperscript{nd} quarter (December – February)</td>
<td>4 Tons</td>
</tr>
<tr>
<td>3. 3\textsuperscript{rd} quarter (March – May)</td>
<td>4 Tons</td>
</tr>
<tr>
<td>4. 4\textsuperscript{th} quarter (June – August)</td>
<td>4 Tons</td>
</tr>
</tbody>
</table>

02. **Submission of samples**

Every tenderer shall submit one sample with certificate recommended by the manufacture. All samples shall be well packed sealed and labeled to facilitate identification.

**Non submission samples**

The bids that are not accompanied the required sample will be treated as substantially non responsive. The test shall be carried out by an independent body.

No sample will be returned and the cost of providing sample shall be borne by the tenderer.

03. **Acceptance Certificates**

The client shall issue an acceptance certificate for each delivery, on checking to his/her satisfaction the Goods and test certificates delivered.

04. **Documents to be submitted**

The following documents shall be submitted by the supplier to the Supplies Manager when making a request for payment.

I. **Advance**

   (a) Written request for payment of advance by a formal letter.

   (b) Bank Guarantee for the equivalent amount.
II. On Acceptance of Delivery

Contractor's invoice showing description of Goods delivered, quantity, unit contract price and total amount.

(a) Manufacturer's test certificate
(b) Manufacturer's warranty
(c) Inspection Agency certificate
(d) Copy of Acceptance certificate issued by the Client.
(e) Contractor's request for the balance in the form of an invoice.

05. Terms of Payment

Payments shall be made as follows:

I. On Acceptance of Delivery

Payment will be made after completion of tests at IDB and acceptance by the Director/Rubber Products Development & Services Centre.

However the payment will be made within 03 weeks of the issue of acceptance certificate, except in case of violation of any terms and conditions of the tender document.
Tender for purchasing of Acrylonitrile Butadiene Rubber (NBR)

BIDDER INFORMATION FORM

1 Name of Local Bidder/Company

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

2 Nature of Organization

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

3 Business Registration (only for Local bidders):

Indicate the Appropriate Type of Registration.

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

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

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

4 Office Address:

…………………………………………………………………………………………

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

7 E. Mail .................................

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

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

……………………………………………………………………………………
……………………………………………………………………………………
……………………………………………………………………………………

……………………………………………………………………………………

Fax: ………………………….. E. mail :……………………………………

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

11 Name & Address details of the Principal

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

……………………………………………………………………………………
……………………………………………………………………………………
……………………………………………………………………………………

Fax: ………………………….. E. mail :……………………………………
12. **Letter or Certificate of Authorization/Power of Attorney**

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

1. If you are authorized distributor/Agent - your principals letter of authorization or supporting certification stating the nature of the authorization with period of validity.

2. If you are local party bidding on behalf of foreign principal bidder submit as an annex a copy of the valid Power of Attorney empowering you to bid on behalf of them.

13. **Customers Lists.**

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

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

BID BOND

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

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

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

………………………………………………(items)…………………………………………………………

………………………………………………………………………………………………………………

……………………………………………………………....................................................................

………………………………………………………………………………………………………………

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

Now the Conditions of this Bond are:-

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

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

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

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

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

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

(i) The Bidder had withdrawn the Tender during the validity of this Bond or

(ii) The Bidder has failed to provide a Performance Bond to the Authority in accordance with the terms of the contract between them upon acceptance of the Tender.

No alternation in the terms of the Tender, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Tender on the part of the Authority, or any objection from the Bidder shall in any way release the Surety from any liability under this Bond.
The benefit of this Bond shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Bidder.

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

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

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

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

Signed by:........................................... Signed by:...........................................

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

And by................................................... And by................................................

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

Seal (Where applicable) Seal(Where Applicable)
SPECIMEN FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

Bond Number:………………… Date:

SUM GUARANTEED:………………………

To:  Industrial Development Board of Ceylon,
     615, Galle Road,Katubedda,
     Moratuwa. 10400
     Sri Lanka

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

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

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

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

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

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

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

Signature and the Seal of the Guarantor :………………………………………………………

Name of the Bank:………………………………………………………………………………

Address:…………………………………………………………………………………………

Date:………………………………………………………………………………………………

Witness:…………………………………………………………………………………………