



**MINISTRY OF HEALTH, NUTRITION
& INDIGENOUS MEDICINE**

**Bidding Document
Volume 2 of 2
(Section II,III,IV,V & VII)**

Procurement of Goods

**Supply, Installation, Commissioning and maintenance of 14 Nos.
Point of care Real Time PCR System**

Contract No: D/LS/PCR/Point of Care/2021

Ministry of Health
Procurement Division, 2nd floor, Medihouse Building, No. 26, Sri Sangaraja Mawatha,
Colombo 10

Contents (This Volume)

- **Section II – Bidding Data Sheet (BDS) 03**
- **Section IV – Bidding Forms 09**
- **Section V – Schedule of Requirements 16**
- **Section VII – Contract Data 18**
- **Document Check List 20**
- **Technical specifications 21**
- **Contract Agreement Form 22**

Contents (Volume 1)

- **Section I – Instruction to Bidders (ITB) 1**
- **Section VI – Conditions of Contract 17**
- **Section VIII – Table of Forms 34**

SECTION II

Bidding Data Sheet (BDS)

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.

<i>ITB Clause Reference</i>	A. General
<i>ITB 1.1</i>	The Purchaser is: Ministry of Health
<i>ITB 1.1</i>	The name and identification number of the Contract are Supply, Installation, Commissioning and maintenance of 14 Nos. Point of care Real Time PCR System D/LS/PCR/Point of Care/2021
<i>ITB 2.1</i>	The source of funding is: GOSL
<i>ITB 4.1</i>	a. Bidders are requested to submit a copy of valid NMRA registration certificate for the offered model (if applicable). If it is not applicable, the bidder shall provide a No objection letter (NOL) from NMRA to confirm the above. If a copy of valid NMRA registration certificate & import license (if applicable) is not provided for the offered model at the time of submission of bid, the bid will not be considered for evaluation.
	B. Contents of Bidding Documents
<i>ITB 7.1</i>	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: Deputy Director General (Lab Services) Address: Ministry of Health, 385, Rev. Baddegama Wimalawansa Thero Mawatha, Colombo 10 Telephone: 0112673138 Facsimile number: 0112670097
	C. Preparation of Bids
<i>ITB 11.1 (e)</i>	The Bidder shall submit the following documents with the bid. Failure to submit one or more of the following documents, bids will be treated as non-responsive : 1. Bid Submission Form (Including all related Cost, i.e., Post warranty service charges, civil construction work, etc.) 2. Bid Security 3. Power of Attorney to the signatory 4. Price Schedule – Goods

	<p>5. Price Schedule - Maintenance (if applicable)</p> <p>6. Delivery schedule - Goods</p> <p>7. Manufacture's Authorization Letter</p> <p>8. Bidder's response to Technical Specifications</p> <p>9. Detailed Pro-forma Invoice</p> <p>10. Post qualification data (Financial Report, Work Shop details of Test equipment & Technical staff.... Etc.)</p> <p>11. Copy of valid NMRA certificate</p>
<i>ITB 15.1</i>	<p>a. The bidder shall quote all prices of goods & services in Sri Lankan Rupees.</p> <p>b. If the Insurance is required Bidder shall submit separate Insurance coverage from port of disembarkation to the handing over & commissioning including inland transportation, storage...etc.</p>
<i>ITB 17.3</i>	<p>Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 years from the date of delivery</p>
<i>ITB 18.1 (b)</i>	<p>Warranty & post warranty, after sales services are required</p>
<i>ITB 19.1</i>	<p>The bid shall be valid until. 22.09.2021</p>
<i>ITB 20.1</i>	<p>Bid shall include a Bid Security issued by</p> <ol style="list-style-type: none"> 1. Bank operating in Sri Lanka; 2. Insurance Agencies.
<i>ITB 20.2</i>	<p>The amount of the Bid Security shall be LKR 1,260,000.00</p> <p>The validity period of the bid security shall be until 20.10.2021</p>
	<p>D. Submission and Opening of Bids</p>
<i>ITB 22.2 (c)</i>	<p>The inner and outer envelopes shall bear the following identification marks: Supply, Installation, Commissioning and maintenance of 14 Nos. Point of care Real Time PCR System (D/LS/PCR/Point of Care/2021)</p> <p>Closing at 14.00 hrs. on 16.06.2021</p>
<i>ITB 23.1</i>	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: Chairman, COVID Emergency Procurement Committee (CEPC)</p> <p>Address: Procurement Division, 2nd floor, Medihouse Building, No. 26, Sri Sangaraja Mawatha, Colombo 10.</p> <p style="text-align: center;">OR</p>

	<p>Bids may be deposited in the Tender Box available at the office of Senior Assistant Secretary (Procurement), Procurement Division, 2nd floor, Medihouse Building, No. 26, Sri Sangaraja Mawatha, Colombo 10</p> <p>The deadline for the submission of bids is: Date: 16.06.2021 Time: 14.00 hrs</p>
ITB 26.1	<p>The bid opening shall take place at: Address: Office of Senior Assistant Secretary (Procurement), Procurement Division, 2nd floor, Medihouse Building, No. 26, Sri Sangaraja Mawatha, Colombo 10.</p> <p>Date: 16.06.2021 Time: 14.00 hrs</p>
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference shall not <i>be</i> a bid evaluation factor.
ITB 35.3 d	<p>Delivery schedule</p> <p>The goods covered under this invitation are required to be delivered within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries and offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, 0.5% of Bid value (total equipment cost), will be added to the bid price for evaluation of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p>
ITB 35.4¹	<p>Evaluation Criteria</p> <p>The following factors and methodology will be used for evaluation:</p> <ol style="list-style-type: none"> a. Completeness of the Bidding Document b. Responsiveness of the bid as per ITB 11.1 E c. Technical Specification compliance. d. Bid Price (ITB 14)

	<p>e. Operational cost of the equipment</p> <p>f. Service & Maintenance cost (if applicable)</p> <p><i>NPV value (at a depreciation rate of 10%) - the cost should be in Sri Lankan Rupees.</i></p> <p>g. Past performance of the Product</p> <p>h. Post qualification</p> <p>i. Delivery schedule</p>
ITB 35.5	Multiple offers shall not be considered
ITB 37.2	<p>Post qualification Requirements</p> <p>After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified.</p> <p>(a) Financial Capability</p> <p>The Bidder shall furnish documentary evidence that it meets the following</p> <p>Financial requirement(s):</p> <ol style="list-style-type: none"> 1. Audited Financial Accounts for last three years. 2. The average annual turnover of the last three years shall not be less than 200% of the bid value. 3. The net profit shall not be negative for last three years. <p>(b) Experience and Technical Capacity</p> <p>The Bidder shall furnish documentary evidence to demonstrate that it meets</p> <p>The following experience requirement(s):</p> <ol style="list-style-type: none"> 1. Work shop facilities 2. Test equipment & Tools 3. Technical Staff – Experience & Training details - At least one Engineer or Technical person should have been trained (at least one week foreign training) on the Model quoted (certificate should be provided) 4. Past performance of the similar Goods. (Past repair and maintenance records, average equipment downtime & end-user’s comments will be considered)

	F. Other Requirements
<i>ITB 42.2</i>	<ul style="list-style-type: none"> a. The Bidder shall submit a plan of the installation room, certified by the hospital Director, if applicable before signing the contract. b. The bidder shall submit a written consent that the conditions of Service & Maintenance agreement shall not be changed and shall not request to change, after the pre agreed price of 05 years, if the agreement should be extended beyond the original 05 years period

Section IV

Bidding Forms

Table of Forms

Bid Submission Form	10
Price Schedule	12
Bid Guarantee	14
Manufacturer's Authorization	15

Bid Submission Form

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

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

No.: *[D/LS/PCR/Point of Care/2021]*

To: **Secretary, Ministry of Health**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services Supply, Installation, Commissioning and maintenance of 14 Nos. Point of care Real Time PCR System

- (b) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures];*
- (c) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures];*
- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (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;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

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

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

Price Schedule

1. The Bidder shall fill in the Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the list of Goods and Related Services specified by the Purchaser on the Schedule of Requirements.
2. If so specified in the Bid Data Sheet and in the Schedule of Requirement Bidder shall indicate the relevant post warranty service to be incurred by the Purchaser for successive Ten years.
3. Consumable parts to be excluded from the maintenance contract shall be given separately with their unit cost valid for a period of three years.
4. The costs quoted for the maintenance contract shall be binding upon the Bidder, which will form a basis for a service and maintenance agreement in case the Bidder is selected to perform the contract.

PRICE SCHEDULE

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

1	2	3	4	5	6	7	8	9	10
Line Item No.	Description Of Goods	Qty.	Country of Origin	Unit price (inclusive of duties, sales & other taxes) Excluding VAT Rs.	Price per line item (Col 3x5) Rs.	Transportation, insurance, storage & other related services to deliver, install & commission at the final destination (if not included under col.5) Rs.	Total price excluding VAT (col.6+7) Rs.	VAT Rs.	Total price including VAT (col.8+9) Rs.
1	Point of care Real Time PCR System Make: - Model: -	14 Nos.							

Total Price (Col.10) in words: -----

Signature of Bidder: -----

Date:-----

Name: -----

Company seal:

Annual Maintenance Cost – shall be quoted in SL Rupees. (inclusive of Labour & Spares)

(Bidders shall quote for each site if post warranty maintenance service is specified as required in the schedule of Requirement Section V)

#	<i>Item</i>	<i>Year 1 (LKR)</i>	<i>Year 2 (LKR)</i>	<i>Year3 (LKR)</i>	<i>Year 4 (LKR)</i>	<i>Year 5 (LKR)</i>
1	Point of care Real Time PCR System (Per Unit Cost)					
Total (Excluding VAT)						

Bidder's Name & Signature:

Date :

Company Seal :

Bid Guarantee

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

----- *[insert issuing agency's name, and address of issuing branch or office]* ----

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Beneficiary: **Secretary, Ministry of Health, Nutrition & Indigenous Medicine**

Date: ----- *[insert (by issuing agency) date]*

BID GUARANTEE No.: ----- *[insert (by issuing agency) number]*

We have been informed that ----- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

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

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

- (a) Has withdrawn its Bid during the period of bid validity specified; or
- (b) Does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

[Signature(s) of authorized representative(s)]

Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid Submission]*
No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

In the event that the sole agency is changed to a different company we will ensure that all contractual obligations entered into between the Purchaser and the Bidder (sole agent) including warranty and post warranty maintenance (if required by the Purchaser), provision of spare parts etc. within the contract period will be fulfilled by the new agent.

We also confirm that spare parts, accessories and consumables will be freely available for the model/models offered for a period of at least s10 years after the warranty period.

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

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

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

Title: *[insert title]*

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

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

Section V

Schedule of Requirements

- | | |
|---|-----------|
| 1. List of Goods, Related Services & Delivery Schedule | 17 |
| 2. Technical Specifications | 21 |

List of Goods, Related Services & Delivery Schedule - GOODS

Item No.	Description of Goods	Qty.	Final Destination as specified in BDS	Required Delivery Period ¹	Bidder's Offered Delivery Period ²
01	Point of care Real Time PCR System	14	Health Ministry Institutions	04 – 06 Weeks	

¹ No. of weeks from the date of effectiveness of the contract / effective period will be counted from the date of signing the contract

² Bidder shall offer the delivery period in weeks. The latest delivery date offered by the bidder will be considered as the delivery period (ITB 35.3 d)

The latest delivery date will be considered on the date of delivery of the complete order without any shortages as mentioned in the Pro-forma Invoice (including all accessories)

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 Purchaser is: Ministry of Health
CC 1.1 (m)	Final Destination is: Ministry of Health
CC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: Deputy Director General (Lab Services) Address: 385,Rev. Baddegama Wimalawansa Thero Mawatha , Colombo 10 Telephone: 0112673138 Fax: 0112670097 E mail:ddgls.mohlk@gmail.com
CC12.1	Details of Shipping and other Documents to be furnished by the Supplier: Tax Invoice
CC 15.1	Method & Conditions of Payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Sri Lankan Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser/End user declaring that the Goods have been delivered and that all other contracted Services have been performed. I. On Delivery: Up to a maximum of eighty (80) percent of the contract price shall be paid on verification of the goods delivered to the Stores of the Biomedical Engineering Services against the purchase Order and upon submission of the documents specified in CC Clause 12. II. On Acceptance : The remaining twenty (20) percent of the Contract Price shall be paid to the supplier within thirty (30) days after the date of the acceptance certificate for respective delivery issued by the End user.

	<p style="text-align: center;">III. Liquidated Damages</p> <p>a. In the event of the supplier unable to supply the goods during the agreed period, the supplier shall be liable to pay a sum equivalent to the 1% of total contract value for each week and maximum of 10% shall be charged for 10 weeks beyond the agreed period as liquidate damages.</p> <p>b. The performance bond shall be forfeited and the supplier shall be black listed if the supplier is unable to supply the goods after 10 weeks beyond the agreed period</p>
CC 17.1	A Performance Security shall be required.
CC 27.3	<p>Warranty</p> <p>The warranty shall remain valid for 01 year 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.</p>

Document Check List

(This document must be returned with the bid.)

Bids shall be accompanied by following documents duly filled and signed by bidders as per the given order.

Please tick the appropriate cage, if enclosed, and give the relevant page number in Your bid document.

No.	Document	Enclosed	Page No.
1	Bid Submission Form (Including all related Cost, i.e. Post warranty service charges, civil construction work, etc.)		
2	Bid Security		
3	Power of Attorney to the signatory		
4	Price Schedule – Goods		
5	Delivery Schedule – Goods		
6	Price Schedule –Maintenance (if applicable)		
7	Cost of major replacement components, mandatory spare parts, consumables, accessories etc. Valid for 3 yrs. From the expiry of warranty		
8	Manufacturer's Authorization letter		
9	Bidder's response to technical specifications		
10	Detailed Pro forma invoice		
11	Relevant catalogues, technical literature, product data sheets etc.		
12	Post Qualification data		
	a) Financial Reports		
	b) Work shop & of Test equipment details		
	c) Technical staff details		
13	Copy of Valid NMRA certificate		
14	Copy of Valid Import License From CDDA/NMRA		
15	Copy of Business Registration Certificate		
16	Warranty Certificate of Manufacture		
17	a written consent that the conditions of Services & Maintenance agreement shall not be changed and shall not request to change, after the pre agreed price of 05 years, if the agreement should be extended beyond the original 05 years period.		

.....
Bidder's Name, Signature, Date & Company seal

