

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

A: General	
1. Scope of bid	1.1 The Purchaser named in the Data Sheet invites you to submit a Bid for the supply of goods as specified in Section III Price Schedule. Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a Bid. The Purchaser may not consider you for inviting Bids in the future, if you fail to acknowledge the receipt of this invitation or not submit a Bid after expressing the intention as above.
B: Contents of Documents	
2. Contents of documents	2.1 The documents consist of the Sections indicated below: <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Data Sheet • Section III. Price Schedule • Section IV. Technical Specifications & Compliance • Section V. Bid Submission Form • Section VI. Format for Bid Security • Section VII. Format for Bidder's Past Experience (Clientele List) • Section VIII. Draft Contract Agreement • Section IX. Format for Performance Security
C: Preparation of Bid	
3. Documents comprising your Bid	3.1 The Bid shall comprise the following: <ol style="list-style-type: none"> (a) Bid Submission Form (b) Price Schedule (c) Technical Specifications and Compliance (d) Bidder's Clientele List (e) Quality Certificates obtained from a reputed laboratory on the material used to manufacture shoes/ socks (f) Quality/ Durability Certificates obtained from a reputed laboratory on the finished product (Shoes/socks) (g) Certified copy of Certificate of Incorporation of the company (h) Audited financial statements of last year (i) Certified copy of particulars of Director/ Secretary of the company (j) Bid Security (k) Other documents deemed necessary (Supplier to specify)
4. Bid submission form and price schedules	<p>4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section V. 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.</p> <p>4.2 The Bidders can quote up to three options per item, but are advised not to quote more than three options for the same item.</p>

5. Prices and discounts	<p>5.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules.</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the total price of the item including any discounts offered.</p> <p>5.3 The applicable VAT shall be indicated separately.</p> <p>5.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. Bids submitted with an adjustable price shall be treated as non- responsive and may be rejected.</p>
6. Currency	6.1 The Bidders shall quote only in Sri Lankan Rupees.
7. Documents to establish the conformity of the goods	<p>7.1 The Bidder shall furnish as part of its Bid the documentary evidence that the goods conform to the standards specified in Section IV, 'Technical Specifications & Compliance'.</p> <p>7.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given.</p> <p>7.3 If stated in the Data Sheet the Bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.</p>
8. Period of validity of Bid	8.1 Bids shall remain valid for the period of sixty (60) days after the Bid submission deadline.
9. Format and signing of Bid	9.1 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
D: Submission and Opening of Bid	
10. Submission of Bid	<p>10.1 Bidders may submit their Bids by registered post or by hand in sealed envelopes addressed to the Purchaser bearing the specific identification of the contract number.</p> <p>10.2 If the Bid is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.</p> <p>10.3 Bidders shall submit samples of each item for which they quoted on the date of closing of bids, along with the bid. Company name shall be tagged to the samples in a clearly visible way. (The Purchaser will keep the selected samples until the completion of procurement.)</p>
11. Deadline for submission of Bid	11.1 Bid must be received by the Purchaser at the address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.

12.Late Bid	12.1 The Purchaser shall reject any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 11.1 above.
13. Opening of Bids	13.1 The Purchaser shall conduct the opening of Bid in public, at the address, date and time specified in the Data Sheet. 13.2 A representative of the Bidders may be present and mark its attendance.
E: Evaluation and Comparison of Bid	
14. Clarifications	14.1 To assist in the examination, evaluation and comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid which is not in response to a request by the Purchaser shall not be considered. 14.2 The Purchaser's request for clarification and the response shall be in writing.
15. Responsiveness of Bids	15.1 The Purchaser will determine the responsiveness of the Bid to the documents based on the contents of the Bid received. 15.2 If a Bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.
16. Evaluation of Bids	16.1 The Purchaser shall evaluate each Bids that has been determined to be substantially responsive. 16.2 To evaluate a Bid, the Purchaser may consider the following: (a) individual price as quoted (b) price adjustment for correction of arithmetical errors (c) price adjustment due to discounts offered. 16.3 The Purchaser's evaluation of a Bids may require the consideration of other factors, in addition to the Price quoted if stated in Section II: Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of the contract. (Please refer part E of Data Sheet & Clause 3 of above C of this ITB)
17. Purchaser's right to accept any Bid, and to reject any or all Bids	17.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the process and reject all Bids at any time prior to acceptance, without thereby incurring any liability to Bidders.
F: Award of Contract	
18. Acceptance of the Bid	18.1 The Purchaser will accept the Bid of the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.
19. Notification of acceptance	19.1 Prior to the expiration of the period of validity of Bid, the Purchaser will notify the successful Bidder, in writing, that their Bid has been accepted.

G: Other Terms and Conditions	
20. Bidder's Past Experience	20.1 Bidders shall submit details of the experience in the similar field during past 03 years in accordance with the format given in Section VII: Clientele List of bid forms.
21. Bid Security	<p>21.1 The Bidder shall furnish as part of its Bid, a Bid Security as specified in the Data Sheet (Section II).</p> <p>21.2 The Bid Security shall be in the amount specified in the Data Sheet (Section II) and denominated in Sri Lanka Rupees, and shall:</p> <ul style="list-style-type: none"> (a) be substantially in accordance with the form included in Section VI. (b) be payable promptly upon written demand by the Purchaser in case of violations of the conditions of the contract. (c) be submitted in its original form; copies will not be accepted. (d) remain valid for the period specified in the Data Sheet (Section II) <p>21.3 Any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.1 and 21.2, may be rejected by the Purchaser as non-responsive.</p> <p>21.4 The Bid Security of unsuccessful Bidder shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 22.</p> <p>21.5 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> 21.5.1 if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Form or 21.5.2 if a Bidder does not agree to correction of arithmetical errors. 21.5.3 if the successful Bidder fails to; <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB Clause 23; (ii) furnish a Performance Security in accordance with ITB Clause 22.
22. Performance Security	<p>22.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security using the Performance Security Form included in Section IX of Contract forms. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful Bidders pursuant to ITB Sub-Clause 21.4.</p> <p>22.2 The Performance Security shall be equivalent to 10% of total Contract Price for prequalification to enter into the agreement. The Performance Bond can be made as a Cash Receipt (obtaining on payment to Shroff of the Parliament) or a Bank Guarantee to the name of the Secretary General of Parliament which shall be valid beyond 28 days from the Date of Completion set forth in the Contract Agreement or any agreed extension thereof.</p> <p>22.3 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. 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.</p>

23. Signing of Contract	<p>23.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.</p> <p>23.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.</p>
24. Execution of the Contract	<p>24.1 Officials of the Parliament of Sri Lanka will be detailed to supervise the execution of the contract and the Supplier and/ or his duly appointed Agents shall extend all co-operation to such officials.</p> <p>24.2 The Supplier or his duly appointed Agents shall ensure that his employees carry out whatever instructions that may be given by officials of the Parliament of Sri Lanka, on matters concerning the contract.</p>
25. Delivery of Items	<p>25.1 The selected supplier shall supply and deliver the shoes and/or socks to Supplies Stores at the Parliament Secretariat as and when confirmed via a Purchase Order by the relevant authorities of Parliament. It is not allowed to bring any other items to the Parliament other than the ordered items.</p>
26. Acceptable Standard of Goods	<p>26.1 All shoes and/or socks supplied under this bid shall comply with relevant Industry standards.</p>
27. Working Hours	<p>27.1 The successful bidder shall adhere to the Parliament working hours and all work shall be performed during 09.00 hrs. to 15.00 hrs. from Monday to Friday excluding public holidays.</p> <p>27.2 The Supplier shall exercise all due care and diligence in the execution of the Contract, and shall also ensure that the normal work and business of the office of the Parliament of Sri Lanka are not interfered with, interrupted or suspended, due to any fault of the Supplier.</p>
28. Warranty and Corrective Action on Unsatisfactory Services	<p>28.1 The Suppliers should warrant that the shoes and/or socks delivered are in accordance with the highest quality and / or standards. (See under 26 above) At any time during or after rendering such services, if the Parliament found that such services had not been performed in accordance with the highest quality and / or standards, the Supplier shall after receipt of notice from the Parliament promptly perform or arrange for the corrective action.</p>
29. Penalty for Delay	<p>29.1 The selected bidder/s should deliver the total quantity ordered within time period mentioned by the Parliament unless agreed otherwise. If the selected bidder/s fails to deliver the total quantity ordered within stipulated time period mentioned in the confirmed order, 0.05% penalty will be deducted for each day of the total invoice value unless on a valid reason acceptable to the Secretary General of Parliament. Failure to supply the same within the extended time limit would result in cancellation of the order and the recovery of performance bond.</p>