

Section I. Instructions to Vendors (ITV)

A: General	
1. Scope of Bid	1.1 The Purchaser named in the Data Sheet invites you to submit a quotation 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 quotation. The Purchaser may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a quotation after expressing the intention as above.
B: Contents of Documents	
2. Contents of Documents	<p>2.1 The documents consist of the Sections are indicated below.</p> <ul style="list-style-type: none"> • Section I. Instructions to Vendors (ITV) • Section II. Data Sheet • Section III. Price Schedule • Section IV. Vendor's Past Experience (Clientele List) • Section V. Quotation Submission Form(s) • Section VI. Contract Agreement • Section VII. Bid Bond • Section VIII. Performance Bond
C: Preparation of Quotation	
3. Documents Comprising your Quotation	<p>3.1 The Quotation shall comprise the following:</p> <ul style="list-style-type: none"> (a) Vendor's Clientele List during past 3 years (b) Certified copy of Certificate of Incorporation of the company (c) Last 3 years audited financial statements (d) Certified copy of particular of Director / Secretary of the company (e) Other document(s) deemed necessary (Vendor to specify)
4. Quotation Submission Form and Price Schedules	<p>4.1 The vendor shall submit the Quotation 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 Alternative offers shall not be considered. The vendors are advised not to quote different options for the same item but furnish the most competitive among the options available to the vendor.</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 Quotation Submission Form shall be the total price of the Quotation, including any discounts offered.</p> <p>5.3 The applicable VAT shall be indicated separately.</p> <p>5.4 Prices quoted by the vendor shall be fixed during the vendor's performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p>
6. Currency	6.1 The vendors shall quote only in Sri Lankan Rupees.
7. Documents to Establish the Conformity of the Service	<p>7.1 The vendor shall furnish as part of its quotation the documentary evidence that the goods conform to the required standards.</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.</p> <p>7.3 If stated in the Data Sheet the vendor shall submit a Material Safety Data Sheet (MSDS).</p>
8. Period of Validity of quotation	8.1 Quotations shall remain valid for the period of sixty (60) days after the quotation submission deadline date.
9. Format and Signing of Quotation	9.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the vendor.
D: Submission and Opening of Quotation	
10. Submission of Quotation	<p>10.1 Vendors may submit their quotations by mail (Reg. post preferred. Do not email) or by hand in sealed envelopes addressed to the Purchaser bearing the specific identification of the contract number.</p> <p>10.2 If the quotation is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the quotation.</p>
11. Deadline for Submission of Quotation	11.1 Quotation 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 Quotation	12.1 The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITV Clause 11.1 above.

13. Opening of Quotations	<p>13.1 The Purchaser shall conduct the opening of quotation in public, at the address, date and time specified in the DataSheet.</p> <p>13.2 A representative of the bidders may be present and mark its attendance.</p>
E: Evaluation and Comparison of Quotation	
14. Clarifications	<p>14.1 To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any vendor for a clarification of its quotation. Any clarification submitted by a vendor in respect to its quotation which is not in response to a request by the Purchaser shall not be considered.</p> <p>14.2 The Purchaser's request for clarification and the response shall be in writing.</p>
15.Responsiveness of Quotations	<p>15.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received.</p> <p>15.2 If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.</p>
16. Evaluation of quotation	<p>16.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</p> <p>16.2 To evaluate a quotation, the Purchaser may consider the following:</p> <ul style="list-style-type: none"> (a) the Total Price as quoted; (b) price adjustment for correction of arithmetical errors; (a) price adjustment due to discounts offered.
	<p>16.3 The Purchaser's evaluation of a quotation 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 D of Data Sheet & Clause 3 of above C of this ITV)</p>
17. Purchaser's Right to Accept any Quotation, and to Reject any or all Quotations	<p>17.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to vendors.</p>

F: Award of Contract	
18. Acceptance of the Quotation	18.1 The Purchaser will accept the quotation of the vendor 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 quotation, the Purchaser will notify the successful vendor, in writing, that its quotation has been accepted.
G: Other Terms and Conditions	
20. Vendor's Past Experience	20.1 Vendor's shall submit details of the experience in the similar field during past 03 years (Section IV)
21. Bid Security	<p>21.1 The Vendor shall furnish as part of its quotation, 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 VII. (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 ITV 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 Vendor shall be returned as promptly as possible upon the successful Vendor's furnishing of the Performance Security pursuant to ITV Clause 22.</p> <p>21.5 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> 21.5.1 if a Vendor withdraws its quotation during the period of quotation validity specified by the Vendor on the Quotation Submission Form or 21.5.2 if a Vendor does not agreeing to correction of arithmetical errors. 21.5.3 if the successful Vendor fails to; <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITV Clause 23; (ii) furnish a Performance Security in accordance with ITV Clause 22.
22. Performance Security	22.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Vendor, if required, shall furnish the Performance Security using the Performance Security Form included in

	<p>Section VIII Contract forms. The Purchaser shall promptly notify the name of the winning Vendor to each unsuccessful Vendor and discharge the Bid Securities of the unsuccessful Vendors pursuant to ITV Sub-Clause 21.4.</p> <p>22.2 The Performance Security shall equivalent to 10% of the monthly average Contract Price for prequalification to enter into the agreement. The Performance Bond can be made as a Cash Deposit (can be deposited to the A/C No. 7040033 Bank of Ceylon, Parliament Branch of Secretary General of Parliament) or a Bank Guarantee to the name of the Secretary General of Parliament which shall valid beyond 28 days beyond the Date of Completion set forth in the Contract Agreement or any agreed extension thereof.</p> <p>22.3 Failure of the successful Vendor 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 Vendor, 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 Vendor to sign it.</p> <p>23.2 Within Seven (7) days of receipt of such information, the successful Vendor 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 Vendor and/ or his duly appointed Agents shall extend all co-operation to such officials.</p> <p>24.2 The Vendor 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 Delivery:</p> <p>The selected vendor shall supply and deliver the Souvenir Items to Supplies Stores at the Parliament Secretariat as and when confirmed via a Purchase Order by the relevant authorities of Parliament and also shall execute the orders placed at short notice. 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 Souvenir Items supplied under this bid shall comply with following standards.</p> <p>i) Items should be similar and in decided quality to the samples provided.</p>

27. Working Hours	<p>27.1 The successful vendor shall adhere to the Parliament working hours and all work shall be performed during 09.00 hrs. to 15.30 hrs from Monday to Friday excluding public holidays.</p> <p>27.2 The Vendor 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 Vendor.</p>
28. Warranty and Corrective Action on Unsatisfactory Services	<p>28.1 The Vendors should warrant that the Souvenir Items delivered are in accordance with the highest quality and / or standards {(without any defects such as corrossions, damages etc.) (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 Vendor 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 vendor/s should deliver the total quantity ordered within time period mentioned by the Parliament unless agreed otherwise. If the selected vendor/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>

Section II: Data Sheet

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

ITV Clause Reference	A. General
1.1	<p>The Purchaser is : Secretary General of Parliament Address: Sri Jayewardenepura Kotte</p> <p>For <u>Clarification purposes</u> only, the Purchaser's address is:</p> <p>Attention: Assistant Director (Administration) -Supplies & Services Address: Supplies & Services Office Parliament of Sri Lanka Sri Jayewardenepura Kotte</p> <p>Telephone: 011-2777358 Facsimile number: 011-2777352 /011-2777570 Electronic mail address: <u>supplies@parliament.lk</u></p>
1.1	<p>The name and identification number of the Contract are:</p> <p style="text-align: center;">NO. SS/AP13/2024</p> <p style="text-align: center;">Purchase of Souvenir Items – 2024/2025</p> <p>The number, identification and names of the lots comprising this procurement are: Not Applicable</p>
	B. Preparation of Quotations
5.1	If the bidder is allowed to quote for less than all the items specified, indicate the details. Allowed
6	Price : The Vendor shall quote all costs in Sri Lankan Rupees
7	<p>The Vendor shall submit the following additional documents:</p> <ol style="list-style-type: none"> 1. Company Registration Certificate 2. Documents to prove Past 3 years' experience (including 2022) 3. Brochures 4. Any other documents that may deem necessary
8	The quotation shall be valid until : 12 January 2025
21	Bid Security: Quotation shall include a Bid Security (issued by a reputed Bank) included in Section VII.
21	The amount of the Bid Security shall be: Rs.5000.00 and valid until 24 January 2025

	C. Submission and Opening of Quotations
10	<p>The envelope of the quotation shall bear the following identification marks :</p> <p>NO. SS/AP13/2024</p> <p>Purchase of Souvenir Items – 2024/2025</p>
11.1	<p>For quotation submission purposes, the Purchaser's address is:</p> <p>Chairman, Procurement Committee on Purchase of Souvenir Items – 2024/2025 Supplies & Services Office Parliament of Sri Lanka Sri Jayewardenepura Kotte</p> <p>The deadline for the submission of quotations is:</p> <p>Date : 12 November, 2024</p> <p>Time : 02.00 pm</p>
13	<p>The quotations shall be opened at:</p> <p>Address : Supplies & Services Office Parliament of Sri Lanka Sri Jayewardenepura Kotte</p> <p>Date : 12 November, 2024</p> <p>Time : 02.00 pm</p>
	D. Evaluation and Comparison of Quotations
16	<p>Other factors that will be considered for evaluation are: (Other than unit price)</p> <p>At least 03 years' experience in similar field.</p> <p>Samples: (Vendors must provide samples whenever purchaser request)</p> <p>Documents as per ITV clause 3 (certificates)</p>

Section IV

PURCHASE OF SOUVENIR ITEMS FOR PARLIAMENT – 2024/2025

VENDOR'S CLIENTELE LIST FOR PAST 3 YEARS

No	Client Organization	Address & Contact Person	Date of Contract Award and Period	Detailed Description of the Contract & Approx. Total Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Please add pages as necessary to include all the clients who purchased souvenir items during the past three (03) years . Documentary evidence such as Letter of Award, Purchase Orders, etc. shall be attached in support of the information given in this page.				

Section V

Quotation Submission Form

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

Date:

To: **Parliament of Sri Lanka**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the document issued;
- (b) We offer to deliver the goods in conformity with the documents issued and in accordance with the terms specified in the ITV (Clause No 25).
- (c) The total price (monthly cost) of our quotation including any discounts offered is:

In Figures (without VAT):

(Rs.):.....

In Words (without VAT):

(Rupees):.....
.....

In Figures (with VAT):

(Rs.):.....

In Words (with VAT):

(Rupees):.....
.....

- (d) Our quotation shall be valid for the period of time specified in ITV Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITV Sub-Clause 11.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

Signed:

.....

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

Name:

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

Dated:

Section VI
CONTRACT AGREEMENT
No.
PURCHASE OF SOUVENIR ITEMS FOR PARLIAMENT- 2024/2025

THIS AGREEMENT made and entered into at Parliament of Sri Lanka on this.... day of, Two Thousand and Twenty four (2024).

by and between

The Secretary-General of Parliament, Parliament Secretariat, Sri Jayawardenepura Kotte in the Democratic Socialist Republic of Sri Lanka (hereinafter sometimes called and referred to as **“the Purchaser”**) which term or expression shall where the context so requires or admits mean and include the said Secretary-General of Parliament and his successors, assignees in the said office and officers who are acting or performing the functions in the office for the time being of the FIRST PART.

and

(Company Name) a company duly incorporated under the Companies Act bearing registration No. and having its Registered Office at in the said republic (hereinafter sometimes called and referred to as **“the Vendor”**) which term or expression as herein used shall where the context so requires or admits mean and include the said (Company Name), its successors, executors or permitted assigns of the SECOND PART.

WHEREAS the Purchaser is desirous that the **“Purchase of Souvenir Items – 2024/2025”** more fully described in the schedule hereto be awarded to “the Vendor” and “the Vendor” has agreed to accept the said contract for the sum of Rupees (**Rs.**) (herein after called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH as follows: -

1. The words and expressions in this agreement shall have the meaning assigned to them in the Terms and Conditions of Contract, which is part and parcel of this agreement.
2. The documents referred in the schedule hereto shall be deemed to be formed, be read with and construed as part and parcel of this agreement.
3. The Vendor shall complete the Contract as stipulated in Instructions to Vendors (ITV) in conformity with all respects with the provisions of the contract of Quotation aforesaid and for the said “Contract price”.
4. 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 in the schedule.
5. In consideration of the Contract Price to be made by the Vendor to the Purchaser as hereinbefore mentioned, the Vendor hereby covenants with the Purchaser to deliver the above goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
6. The Vendor is hereby further admitted that the Performance Bond (No: dated.....of) for Rs..... (Rupees) is irrevocable and unconditional and knew that the Purchaser has all the rights to recover any losses, if any, as per the Terms & Conditions of the contract.
7. The Purchaser shall pay the Vendor the contract price at the times and in the manner described by the terms and conditions of this agreement, in consideration of the completion of the Contract aforesaid.

In witness, whereof the party of the first part has set his hand hereunto and the party of the second part has caused its common seal be hereunto affixed and signed on the day and year aforementioned.

Party of the First part

Signature :.....
Name :.....
Designation:.....
Address :.....
.....

Witnesses

(1) Signature :.....	(2) Signature :.....
Name :	Name :
Address :	Address :

Party of the Second part

Signature :.....
Name :.....
Designation:.....
Address :

Witnesses

(1) Signature :.....	(2) Signature :.....
Name :	Name :
NIC No :	NIC No :
Address :	Address :

Schedule above referred to:

The contract aforesaid are as follows fully described in-

1. Instructions to Vendors – Section I
2. Data Sheet – Section II
3. Price Schedule – Section III
4. Quotation Submission Form - Section V
5. The Letter of Award by the Purchaser
6. Performance Bond - Section VIII
7. Pls. specify other documents of yours if any

Section VII

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]* -----

Beneficiary: Secretary-General, Parliament of Sri Lanka, Sri Jayawardenepura Kotte

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 Vendor]* 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 Vendors (hereinafter "the ITV"); 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 ITV.

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)]

Section VIII

Performance Security

[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: Secretary General of Parliament, Parliament of Sri Lanka, Sri Jayawardenepura Kotte

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Vendor]* (hereinafter called "the Vendor") 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 Vendor, 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 Vendor 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 scheduled completion date including the warranty period]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]