

BIDDING DOCUMENT

**TENDER FOR THE SUPPLY, INSTALLATION & COMMISSIONING OF
A FINGER PRINT MACHINE
TO THE CHIEF SECRETARY'S OFFICE OF THE
WESTERN PROVINCE – PROVINCIAL COUNCIL.**

**TENDER FOR THE SUPPLY, INSTALLATION & COMMISSIONING OF
A FINGER PRINTING MACHINE TO THE CHIEF SECRETARY'S OFFICE
(W.P.C.)**

BIDDING DOCUMENT

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**TENDER FOR THE SUPPLY, INSTALLATION & COMMISSIONING OF
A FINGER PRINTING TO THE CHIEF SECRETARY'S OFFICE (W.P.C.)**

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1.0 GENERAL CONDITIONS OF TENDER

Tenders are hereby invited by the Chairman Chief Secretary's, Tender Board (hereinafter called " The Purchaser" or "Client") from Suppliers/Distributors (herein after called "the Tenderer or bidder") for the Supply, Installation and Commissioning of a Finger Printing machine.

1.1 Tender Documents

- 1.1.1 Tender Documents can be obtained from the Accountant (Supplies) of the chief Secretary's office on working days from **23rd 08.2006** on submission of a receipt for the payment of a non-refundable tender fee of Rs: 1000/= per set paid to the Shroff of this office.

1.2 Mode of Transmission & Closing of Tenders

Sealed Tenders, duly signed by the Tenderer, prepared in duplicate on forms issued by by this department together with a signed copy of tender conditions attached to the original and duplicate, enclosed in an envelope marked "Original" or "Duplicate" and "Tender for the supply, installation and commissioning of **Finger print Machine** written on it should be sent under registered cover, addressed to "The Chairman, Chief Secretary's Tender Board to receive on or before **2.00 p.m. on 14.09.2006** or be hand delivered and deposit the Tenders in the tender box provided for this purpose in the office of the Accountant of this Office. Tenders will be closed at **2.00 p.m. on 14.09.2006** and will be opened immediately thereafter. Tenders received after closing at **2.00 p.m.** will be rejected.

Complete set of "Original" and "Duplicate" Tender Documents should be duly signed and submitted along with the Bid Bond and other details as required herein to constitute the bid.

1.3 Opening of Tenders

Tenders will be opened immediately after the closing of tenders at this office. Tenderers or their representatives may be present at the time of opening of Tenders. Name of the Tenderer and the rate quoted will be read out to those present.

1.4 Tender Prices

The Tenderer shall indicate on the tender form, the unit prices (exclusive of VAT and other taxes) and the total prices (inclusive of VAT and other taxes) for the goods they propose to supply under the contract.

For goods manufactured locally or goods to be delivered on import and supply basis; Unit Price of the goods quoted shall be, ex -factory, ex-warehouse, ex-showroom or off the shelf, as applicable, inclusive of all custom duties, and other taxes already paid or payable, plus clearing/transport charges upto this office.

1.5 Fixed Prices

- 1.5.1 Price quoted by the Tenderer shall remain unchanged during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with a conditional price quotation will be treated as non-responsive and rejected.

1.6 Tender Currencies

- 1.6.1 Prices shall be quoted in Sri Lanka Rupees.

1.7 Validity of Offers

- 1.7.1 All the tenders shall be valid for acceptance for a minimum period of 60 days from the closing date of tender. A tender valid for a shorter period shall be rejected by the purchaser as being non-responsive.
- 1.7.2 Prices quoted by the Tenderer shall remain unchanged during the tenderer's performance of the contract and not subject to variation on any account and tenders cannot be withdrawn during the period of validity of the tender.

1.8 Documents to establish the eligibility and qualifications

- 1.8.1 Tenderer shall furnish as part of his bid, documentary evidence of the Tenderer's qualifications to perform the contract if it is accepted, to the purchaser's satisfaction that the Tenderer has the financial, technical and production capabilities necessary to perform the contract and also to provide the after sales services.
- 1.8.2 The Tenderer should submit the following documents/items with the tender.
- a) Duly perfected tender form in "Original" and "Duplicate"
 - b) Bid Bond to the value of 5% of the total bid price (Without VAT) and be valid up to 60 calendar days from the closing date of tender. Bid Bond to be taken from a approved bank and be in four of the chairman tender board. It shall be a unconditional and "on first written demand"
 - c) Certificate of qualifications.
 - i Registration Certificate of Registrar of Company or Certificate of Business registration.
 - ii Registration Certificate of Inland Revenue Department under the Goods and Services Tax (or VAT)
 - d) Conformity with specifications and Certificate of Country of Origin.
 - e) Manufacturer's Authorization Certificate to sell the offered brand in Sri Lanka.
 - f) Certificate for competency to carryout Technical repairs
 - g) After sales service facilities.

1.9 Catalogues

- 1.9.1 Tenderer should submit Original Printed manufacturers technical specifications and Catalogues, Operation Manual, literature, diagrams, Photographs etc. of goods offered by him, to show that the goods offered are in conformity to the stipulated specifications, thereby facilitating technical evaluation. These documents shall be submitted along with the tender documents.

1.10 Conformity to Specification

- 1.10.1 The supplies offered should conform to relevant specification provided. The Tenderer should furnish a Certificate from the Manufacturer that the products offered conform to specifications laid down in the Tender Document.
- 1.10.2 Any changes in the goods supplied from the specifications given in the Tender Document submitted for technical evaluation under the claim of improvements etc., shall not be accepted and such goods will be rejected as not conforming to specifications.
- 1.10.3 Any Equipment which do not conform to the specifications will be rejected and the Tenderer will be required to replace such rejected equipment with those equal to the specifications, free of charge, within 1 (One) week of being notified of such rejections.

1.11 Consideration of Tenders

- 1.11.1 No tender will be entitle for consideration unless all the conditions laid down herein have been strictly fulfilled in every respect of it.
- 1.11.2 Those tenders not qualified for consideration shall be treated as non-responsive and rejected.
- 1.11.3 All responsive tenders will be subjected to a process of Financial and Technical Evaluation. Subsequent to such evaluation successful Tenderer/Tenderers will be decided by the Tender Board.
- 1.11.4 The Tender Board reserves to itself, the right without question, of rejecting any or all the tenders and the right of accepting a portion of a tender or the whole tender.
- 1.11.5 In the event that bids received do not meet the specifications in respect of an item or items listed in the Specifications, the Tender Board reserves the right to accept the Bid (Tender) which in the sole opinion of the Tender Board, will closely meets the specified requirements of the purchaser.
- 1.11.6 The failure or omission on the part of the purchaser to place any order for the tendered supply, shall not entitle the Tenderer to claim any payment from the purchaser as compensation, damages or otherwise.

1.11.7 Tenderers who have defaulted in their contractual obligations to this ministry in respect of the Tenders in past years will not be considered for award in this tender.

1.12 Delivery Period

1.12.1 The delivery period of time between the date of the notification of award and the date of delivery of machines and equipment to the place of Colombo will be 30 calendar days. The delivery time shall be not longer than 30 calendar days. But the purchaser reserves the right to vary the specified period depending on the circumstances prevalent at the time of the placing of orders.

1.12.2 The failure on the part of the supplier to complete the delivery within the stipulated period shall amount to default of the contract and shall be dealt with in terms of the condition 1.17 unless an extension of time to complete the supply is granted by the purchaser.

1.13 Payments to Suppliers

1.13.1 The supplier should submit the following documents to the purchaser, upon the delivery of equipment ordered to the designated locations.

- (a) Duly signed General 35 Voucher
- (b) Three copies of the supplier's invoice showing, description of goods quantity, unit price and the total price.
- (c) Two copies of manufacturer's Guarantee Certificate.

1.13.1 Only 90% of the invoice value will be paid to the supplier, only after the equipment delivered and installed on such invoice are inspected by the Technical Team nominated by the purchaser and a Certificate of Acceptance is issued by them. Balance Amount (10%) of the invoice value will be with held to be paid after a period of one year only if the machine operate properly and supplier has provided the service abided by the warranty period.

1.13.2 The suppliers should remove the equipment not accepted for payments, at their own expense, within One week of such notification.

1.14 Assignment of Contract

No Tenderer shall assign or sublet without the written authority of the purchaser, his/her obligations and right in respect of this supply. If any part of this obligations has been so assigned or sublet by the Tenderer, he/she shall nevertheless be held responsible for the due performance of the part so assigned or sublet. Sanctions will however not be given for any transfer including power of attorney in favour of persons whose names appear in the state list of defaulting contractors. No defaulting contractor shall be employed by the Tenderer in connection with the supply.

1.15 Use of Contract Documents and Information

The supplier shall not, without the purchaser's prior written consent, disclose the contract or any portion thereof or any specification, plan, drawing, pattern, samples or information furnished by or on behalf of the purchaser in connection therewith to any person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

1.16 Purchaser's right to vary quantities at the time of award

The purchaser reserves the right at the time of award of contract to increase or decrease the quantities of items specified in the " Tender Form" to match the funds available without any change in unit price or other terms and conditions. However, any increase of quantities will be within 20 percent of the quantities specified.

1.17 Warranty

- 1.17.1 The supplier warrants that all goods supplied under the contract are new and unused. The supplier further warrants that all goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act of omission on the part of the supplier, that may develop under normal use of the supplied goods in the conditions at the country of the final destination.
- 1.17.2 This warranty shall remain valid for minimum twelve months after the goods or portion thereof as the case may be., have been delivered to the final destination indicated in the contract unless specified otherwise
- 1.17.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof without cost to the purchaser.
- 1.17.4 If the supplier, having been notified, fails to remedy the defects within specified period, the purchaser may proceed to take such remedial action as may necessary at supplier's risk and expenses, and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

1.18 State Emblem – Delete

1.19 Indemnity against claims of Patent Rights etc.

The Tenderer shall indemnify the Government of Sri Lanka against all claims that may arise at any time on account of Patent Right, Trade Mark Right and Royalties whether for manufacture or for sale in Sri Lanka. In the event of any claim being made against the Government of Sri Lanka in respect of which the Tenderer is liable under this condition, the tenderer shall indemnify and keep the Government of Sri Lanka indemnified against all claims as aforesaid in respect of this tender and the litigation that may arise there from or any negotiation for settlement.

1.20 Notice to Tenderers

All notices including Letters of notifications to be served on the Tenderer shall be deemed to have been duly served if sent by post to the address given in the tender. If the Tenderer change his address, he shall forthwith notify the purchaser of such change and until such notification is communicated to and received by the purchaser the posting of letter, notices, orders or other documents to the address given in the tender should for all purposes be deemed to be and constitute sufficient delivery of the same to the Tenderer.

1.21 Legal Status of the Tender

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

1.22 Force Majeure

Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if, and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

1.22.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence. Such events may include but are not restricted to acts of the purchaser either, in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos.

1.22.1 If Force Majeure situation arises the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably alternative means for performance not prevented by the Force Majeure event.

1.23 Taxes and Duties

1.23.1 A supplier shall entirely be responsible for all taxes, stamp duties, license fees and other such levies incurred until delivery of the contracted goods to the purchaser. He is also responsible for stamp duties required for signing of the contract.

1.24 Liquidated Damages

If the supplier fails to deliver any or all of the goods or perform the services within the time period specified in the contract the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 (point five) percent of the delivered price of the delayed goods or unperformed services for each week of delay until actual delivery or performance upto a maximum deduction of 10%(ten) percent of the contract price. Once the maximum is reached the purchaser may consider termination of the contract.

1.25 Minimum Order Value

If a tenderer wishes to insist on a minimum order value such amount should be indicated on the Price form.

Chairman,

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

Dear Sir,

I/We hereby agree to abide by the above conditions, spelled out in Clauses 1.0 to 1.25 inclusive of all Sub Clauses.

.....
(Authorized Person's Name)

.....
(Authorized Person's Signature)

Name of the Tenderer :

Company Name and Address:

Date:

(The Complete set of Tender Documents should be returned, duly signed.)

Witness - 1. Name :

Signature :

2. Name

Signature :

2.0 SPECIAL CONDITIONS OF TENDER

- 2.1 The Manufacturer of the relevant equipment should have manufactured the offered brand on commercial scale for more than 10 years at the date of tender closure. The Manufacturer's production history should clearly be substantiated with acceptable documentary evidence. The Web Site, if available, should be indicated. Please note that a mere declaration by the Bidder on the Manufacturer's continuous production during the last 5 years will not be acceptable, unless otherwise substantiated with acceptable documents. A Bidder's declaration without substantial documents to prove this Clause requirement may result in the tender being rejected as a non-responsive offer.
- 2.2 The Bidder/Tenderer for the computers should have supplied, installed and maintained comparable equipment of the offered make in Sri Lanka for not less than 03 years at the date of tender closure.
- 2.3 The experience and past performance of the Bidder in supplying and maintaining similar equipment at customer sites is essential. The bidder must state his experience giving special reference to performance during the last 3 years indicating the name and address of purchases made by the clients and the description of equipment along with contactable person's telephone numbers for independent verification by the tender board.

i.e. The following market information to be furnished.

- (a) Name and Address of the customer
- (b) Make and model of the Equipment supplied.
- (c) Date of installation
- (d) Telephone number and name of the contact person for further information..

Please note that the Bidder's experience and organizational capacity will be one of the evaluation criteria for award of tender.

2.4 Period of Guarantee (Warranty Period)

The offer shall be guaranteed for a period of not less than one year. It must be a one year comprehensive warranty of parts and materials. If any item is not covered by the comprehensive warranty it should be indicated separately.

The period of guarantee shall commence from the date of commissioning of the equipment.

The warranty period of all the equipment shall be stated clearly.

- 2.5 The bidder should give a certificate to the effect that they are prepared to maintain and supply the necessary spares for next three (03) years in the event of their offer being accepted.

2.6 Maintenance after the lapse of warranty

The Tenderer shall quote:

- (a) The recommended life period and the period of guarantee of the equipment inclusive of the installation.
- (b) The Tenderer shall state whether the annual maintenance fee inclusive of labour and replacement cost of defective components which will commence from the date of expiry of the guarantee period is payable at the beginning or at the end of the period of each year after the expiry of the period of guarantee.
- (c) The price escalation formula applicable in the event of the value quoted in 2.6 (b) being liable to price variations should be indicated. The price escalation formula shall have provision to account for inflation in respect of local and foreign materials and service and also for variation in parity rates in the case of the foreign component of the cost of maintenance.
- (d) The supplier shall, if the customer so desires, enter into an agreement to maintain the installation at the annual fee quoted in 2.6 (b) subject to price escalation quoted in 2.6 (c) during the life period of the equipment commencing from the expiry of the guarantee period quoted in clause 2.4 . Also the mean and the maximum duration required to restore the service in case of a total failure of the equipment shall be mutually agreed upon by the customer and the supplier in the maintenance agreement. The Tenderer shall also agree to pay the residual value of the equipment in the event of default of such agreement. In the alternative, the customer has the right to select maintenance support on a piece wise basis, as and when maintenance services are required. The charges and the binding conditions for such be mutually agreed upon.
- (e) The residual value for purpose of this clause shall be the depreciated value adjusted for inflation and currency variations computed as from the date of default to the date of expiry of the life period of the equipment supplied.

2.7 Operation manual of the equipment should be supplied along with the tender.

2.8 Statement of Compliance : The Tenderer shall :

- (a) Provide a statement of compliance and description of relevant information in respect of each clause and sub-clause of the tender conditions (both General and special conditions) stating the extent of such compliance of the offer with the requirements prescribed in such clauses.
- (b) Clearly indicate the optional items and all prices. The offer may be reject in the event of failure to comply with items 2.8(a) and 2.8(b).

2.9 Installation Accessories

Offer shall include all the necessary relevant accessories for the installation of the equipment offered in a manner such that the installation shall not degrade the characteristics of operation of the equipment under the specified ambient conditions.

2.10 Documents and manuals

- (a) Manuals for all equipment must be supplied. Manufacturer's printed literature on machine specifications are to be annexed. Failure to submit the manufacturer's technical literature on the offered model to substantiate the self-declared specifications may result in rejection of the tender.
- (b) Test Report of the Equipment offered, issued by recognized administration should be submitted if available. Report should quote reference to the name, address, telephone, telex or facsimile number of the source issuing the report. Preference will be given at the technical evaluation to offers supported by such documentary evidence.

2.12 Protection

(a) Earthing

The Tenderer shall state whether the offered equipment requires any earthing. If so the earthing accessories shall be included in the offer. Tenderer shall clearly indicate the maximum allowable earth resistance for satisfactory operation of the equipment.

- (b) Offer shall include protective devices to safeguard the equipment against over current or over voltages on telephone lines as well as on power lines.

2.12 Ambient condition : All hardware shall operate from voltages Derived by AC mains power supply of 200 -240V a.c.. 50Hz under following ambient conditions.

- (a) relative humidity : - 55% - 90%
- (b) Temperature : - 15⁰C - 43⁰C

2.15 TECHNICAL DATA

Following technical data should be submitted by the Tenderer.

- (a) Type of machine, Model No. and Country of Manufacture
- (b) Power Supply Voltage and Frequency
- (c) Environment limits.
 - (a) Temperature
 - (b) Humidity
- (d) Power consumption
 - (a) Stand by
 - (b) Maximum power when in operation
- (e) Consumable replacements (List out the items)
- (f) Maintenance Manual and Operation Manual

2.16 Bid submission :

The bid should contain

- (a) Bid form duly completed and signed.
- (b) Tender condition compliance sheet duly completed and signed.
- (c) The Price schedule duly completed and signed. Prices are to include supply, install and commissioning.
- (d) Documentary Evidence to prove the equipment manufacturer's qualifications as required per clause 2.1
- (e) Documentary Evidence of Bidder's/Tenderer's qualifications as required per clauses 1.9.1, 2.2 and 2.3.
- (f) The bid should clearly state the specifications and features of offered products i.e. the make, model and country of origin of each product offered and their specifications supported by the manufacturer's technical literature.

2.15 Delivery Period

Delivery period is 30 calendar days from the date of tender award. Ex-stock preferred. All systems must be installed and commissioned within the specified period of 30 calendar days from the date of award. The contract will be cancelled and the tender will be awarded to another in the event of delay in delivery.

2.16 Installation and Commissioning

The said equipment are to be installed at locations indicated in page 16. The client will provide mains outlets at the designated locations. The supplier is required to install and configure the equipment, do the necessary cabling for power and communication and commission the system to the satisfaction of the client.

2.17 Validity of Bids

Bids shall be valid for a minimum period of 60 (sixty) calendar days from the date of bid opening.

2.19 Training :

A comprehensive training on the offered equipment shall be conducted at the Customer's site for two persons. The training shall include modules for :

- (a) Smooth operation of the machine
- (b) Familiarization of the operation manual, identification of parts and consumables.
- (c) Activities relating to regular maintenance check list.

2.19 Manufacturer's Authorization to the Bidder :

A letter from the offered equipment Manufacturer, authorizing the Bidder to sell the said equipment in Sri Lanka shall be annexed to the bid. Failure to annex the authorization letter will render the tender being treated as non-responsive and will be rejected.

2.20 Demonstration

The bidder should non-conditionally agree to demonstrate the features of their offered system at the customer site free of charge when requested to do so.

Chairman,

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.....
.....

Dear sir,

I/We hereby agree to abide by the above conditions, spelled out in Clauses 2.0 to 2. 20 inclusive of all Sub Clauses.

.....
(Authorized Person's Name)

.....
(Authorized Person's Signature)

Name of Tender:

Company Name and Address:

Date:

(The Complete set of Tender Documents should be returned, duly signed.)

Witness - 1. Name :
2. Name

Signature :
Signature :

3.0 List of Equipment and Minimum specifications

List of Equipment to be purchased under this tender is as given below.

1. Finger Print Machine - 01 No.

A comprehensive on-site training for two persons for each equipment to be included.

In addition, all the equipment to be supplied with necessary Power/Data cabling, operation manuals and protective devices.

Please note that if any optional items are also required to satisfy the minimum specifications, then the cost of such optional items are to be included to the cost of the equipment.

The warranty period offered for each product should be clearly indicated.

3.0 SPECIFICATION FOR FINGER SCAN TIME ATTENDANCE SYSTEM.

1. The finger scanner should be capable of registering IN & OUT transaction of minimum number of 500 employees on one unit.
2. Communication software and Time & Attendance software should be able to customized according to user requirements given in Annex 1. The Software shall be compatible with windows XP (Professional edition) operating system.
3. Unit must be able to provide daily / monthly attendance report, overtime report and also reports on latecomers as per Annex -2.
4. Ability to integrate the data to pay role package developed by the General treasury is a must.
5. The offered finger scanner should have been installed in at least ten (10) government institutions and certified by the respective head of the institution with regard to the functionality.
6. Should be able to down load data stored in the unit by using RS232 – RS 42 or TCP/IP connectivity to a work station computer of the Network available at the client's site.
7. Audio & Visual Indicator should be provided for the Granted & Denied Transaction.
8. A 16 Digit Key Pad with customizable function keys shall be available.
9. Verification Time (1 To 2 Second)
10. A maintenance free on-line U.P.S. for a 72 hour continuous operation to be included. Calculations to be submitted to substantiate the selected u.p.s. capacity to withstand 72 hours.

4.0 Bid form, Tender Condition Compliance Form and Price Schedule

BID FORM

Chairman,
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.....
.....

Gentlemen,

**TENDER FOR THE SUPPLY, INSTALLATION & COMMISSIONING OF
A FINGER PRINTING MACHINE TO THE CHIEF SECRETARY'S OFFICE (W.P.C.)**

Having examined the tender documents, we, the undersigned offer to supply and deliver equipment, to be ordered, under the tender in conformity with the relevant specifications and in accordance with the conditions (both General and special condition clauses inclusive of all Sub Clauses) of the tender for a sum of.....

.....
(As per price schedule attached herein)
(insert the list of the equipment offered and their value in words and numerals)

We undertake, if our tender is accepted, to complete the delivery of equipment within the delivery period of 03 (Three) Weeks . We agree to keep our offers open for a period of 60 days from the date fixed for the bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until formal contract is prepared and executed this bid together with your written acceptance therein and your notification of award shall constitute a binding contract between us.

Name : Signature :

Authorized officers Name and Signature : Company T'phone No. :

Name of the Tenderer:

Company Frank and Address: Fax No.

Date:

E-mail No.

Witness 1. Name :
Signature :

Web Site :

2. Name :
Signature :

Total Value for above items (Exclusive of VAT.) = Rs.

Total Value for above items (Inclusive of VAT & Taxes.) = Rs.

Delivery Period

Signature of Tenderer
(Authorized Persons's signature) (Authorized Person's Name)

Name of Tenderer :

VAT Reg. No. :

Address

Tele/Fax Number Company Frank

Date:

Wittness : 1. Name : Signature :
2. Name : Signature :

For Office Use Only

Receipt no. & Date

Signature of issuing officer:

Tender Condition Compliance Form

Clause 2.1 Manufacturer's experience of the offered products.

- (a). Bidder's experience of the offered make is Years as at2006 (Attach documentary proof).

I/We hereby certify that the information given herein is correct and that all the necessary documents to substantiate the above are annexed herewith. Further I/We hereby agree to abide by the tender condition clauses including sub -clauses given herein.

Name of the Company : Authorized persons Name:

.....

Company Seal : Authorized persons signature:

.....

Date:.....

Note: Statements without documentary proof (i.e. without necessary supporting documents) will be considered as false information and such tenders will be rejected at the evaluation as in -complete bids.

PRICE SCHEDULE

Item	Description	Qty	Unit Price (Without VAT or Taxes but with Discounts)	VAT and Other Taxes	Total Price (all inclusive of)
	Supply installation and maintenance of a Finger Printing machine confirming to clause 3.1 of the specification. Including software, back-up battery etc.				

I/We hereby agree to supply, install, commission and maintain the above equipment subject to the terms and conditions (both General and special conditions) of the tender.

Name of the company:

Authorized persons Name:

Company seal:

T'phone No:

Fax No :

E-mail :

Authorized persons signature:

T'phone No:

Witness: 1. Name :

Signature:

2. Name:

Signature:

AGREEMENT

This AGREEMENT, made the **[day]** day of **month]** 20
[year] between.....
.....
[name & address of employer] (hereinafter called "The Employer")of the one part, and
..... **[name & address of contractor]** (hereinafter called "The
Contractor") of the other part.

**TENDER FOR THE SUPPLY, INSTALLATION & COMMISSIONING OF
A FINGER PRINT MACHINE
TO THE CHIEF SECRETARY’S OFFICE OF THE
WESTERN PROVINCE – PROVINCIAL COUNCIL.**

WHEREAS the Employer is desirous that the Contractor execute **[name & identification number of contract]** (hereinafter called "The Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows;

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the following documents hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

The documents forming the contract are;

- (1) Agreement
- (2) Letter of Acceptance,
- (3) Memorandum of understanding (if any)
- (4) Contractor’s Bid,
- (5) Contract Data,
- (6) Conditions of Contract,
- (7) Specifications
- (8) Drawings,
- (9) Bill of Quantities,

- 2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

- 3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Initial Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year aforementioned in accordance with laws of Sri Lanka.

The Common Seal of
was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said
In the presence of :

Binding Signature of Employer
Binding Signature of Contractor
.....

**CHIEF SECRETARY'S OFFICE
CONDITIONS OF CONTRACT**

1. The period of this contract shall be sixty (60) days. Commencing from.....
2. The contractor undertakes the due performance of the contract during the period of the contract in accordance with the schedule of work.
3. The contractor shall not, without the written consent of the Chief Secretary assign or sublet the whole or any portion of the work stipulated in this contract. The Chief Secretary's Office reserves to itself the right to refuse to recognize a power of attorney issued by a contractor to any person authorizing him to carry out the contract on the contractor's behalf.
4. The contractor shall afford the owner's Representative or any other officers authorized by the Chief Secretary all proper and reasonable facilities for inspecting and testing the work done and/or being done by the Contractor as well as inspection and testing all materials and equipment employed for the contract work.
5. The contractor shall, in the event that any part of the work carried out by him is reported by the owner's representative or authorized officers to be unsatisfactorily or improperly done or to be incomplete, re-do the said items of work according to the advice received from such offers whether orally or in writing.
6. All employees engaged by the contractor should produce their identity cards before entering the office Premises.
7. The contractor shall ensure that this workmen carry out the work with due regard to the safety of property and personnel and will be liable for any damages to property and injury or death to persons caused by his workmen in the course of their work in the Srawasthi Mandiraya Premises.
8. If the contractor, in the opinion and determination of the Owner's representative or authorized officer.
 - a) Does not or is not executing the contract properly and /or in accordance with the requirements of the Contract, or
 - b) Abandons the Contract;
If shall be lawful for the Chief Secretary's Office to
 - (i) Take such as it deems fit so as to endure the execution of the work in a satisfactory manner.
 - (ii) Terminate the Contract and engage other Contractors on the same contract or as it thinks fit to carry out the contracted services at the cost and expense of the Contractor who shall, in respect of such liability, be liable for all expenses and sums of money that may be expended by the

Chief Secretary's Office in engaging other contractors for the said work. It shall be lawful for the Chief Secretary's Office to recover all sums of money that may be required for the completion of the said contract work.

9. The Contractor shall indemnify the Chief Secretary's Office against claim, by or in respect of any employee of the contractor engaged for purpose of this contract, under the workmen's Compensation Ordinance No. 19 of 1934 and all statutory amendments modifications or extensions thereof.
10. The Chief Secretary's Office shall not be held responsible or liable of any damage that may be incurred by the Contractor as a result of war, disturbances, Strikes, lockouts, epidemics, earthquakes, fire, storms, floods, or other circumstances beyond the control of the Chief Secretary's Office.
11. All rates quoted by the contractor shall be in Sri Lanka Rupees and shall be firm and not subject to variation during the currency of the contract.
12. As security for the due and punctual performance in accordance with the terms, conditions and covenants of the Agreement and for the due payment of claims to which the Chief Secretary's Office may be entitled under the provisions of this Agreement, the contractor hereby undertakes to furnish a Bank Guarantee in favour of the Chief Secretary's Office with a banker approved by the Chief Secretary's Office (Rs:)
13. The works described in the schedule shall be completed to the entire satisfaction of the Chief Secretary on or before day of Two thousand subject to extras, omissions and variations to be determined by the Chief Secretary.
14. In the event of failure on the part of the contractor to complete the work on or before the stipulated period in Clause 13 above shall be liable to a penalty of sum equivalent to 1% of the Contract value per day or part thereof delay in the completion of the contract. Provided that if it shall provide of the satisfaction of the Chief Secretary, that any such delay has arisen from causes which were unavoidable and could not have been foreseen and overcome by the tenderer, then the Chief Secretary may at his absolute discretion, ascertain (if any) the amount that should remain in full force.
15. The contractor shall maintain the installation free of charge for the period given below, starting from the date of completion and handing over of the installation. Any parts that are found to be defective during the warranty period shall be replaced with new parts by the contractor.
16. An amount equal to five percent (5%) of the total value of the work duly executed shall be retained by the Chief Secretary's Office as security for the due maintenance of whole work during the maintenance period at given in Clause 15 until the issue of final certificate by the owner's Representative or the authorized officer on the expiry date of the maintenance period.

- 17. The contractor undertake to maintain the installation free of defects beyond the guarantee period on the basis of an annual maintenance contract which will be Rs: per year, this figure being valid for five years after the expiry of the guarantee period.

In witness hereof the parties hitherto have caused their common seals to be affixed here into and to another of the same tender and date on this day of 2006.

- 18. Period of Guarantee (Warranty Period)
The warranty period for the passive components is 05 years comprehensive and active components is 03 years comprehensive.

The period of guarantee shall commence from the date of commissioning of the equipment.

.....
..... who has placed his signature in witness of the affixing of the common seal of the.....

.....
..... who has placed his signature in witness of the affixing of the seal of the.....

Witness:

1. Signature
.....

Name

Address
.....

Witness:

2. Signature

Name

Address
.....

My No:4/7/5/4
Engineering Organization,
Shrawasthi Building Complex,
Sir Marcus Fernando Mawatha,
Colombo -07.
07.08.2006

Deputy chief Secretary (Finance)

**Technical specification and Tender Document for the purchase
of a Finger Printing machine.**

The Tender conditions and technical specification to be adopted for the procurement of a Finger printing machine is attached herewith.

Please note that it is not ethically correct for me to serve in a tender board or on evaluation committee since the specification and tender documents has been drafted by my self.

Every endeavor has been taken to generalize the specification without relating to a Part icular Product.

The post processing data and out put has been included as annexures 1 and 2 as indicated by you.

N. Ranasinghe.
Director – Engineering.
Western Province.