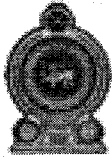


Information for buyers

'Gyrinops Walla', commonly known as 'Wall Patta' in Sinhala and Sri Lankan Agar Wood in English, is an endemic fragrance producing resinous plant grown in wet and intermediate zones in Sri Lanka. Resin extracted from *'Gyrinops'* species has its unique fragrance and therefore, it is widely used as an,

Ingredient in traditional medicine, world class perfume, incenses, aroma therapy, cosmetic and preservatives of accessories. Moreover, agar wood is used as cultural and religious purposes across the Asia.

Due to the high economic value in perfumery and other industries excessive exploitation of *'Gyrinops'* and *Aquilaria* species from natural habitats have been reported from many countries. Therefore, they are classified as endangered species in the international trade. Properties of Sri Lankan Agar Wood is unique, therefore high demand has been created from other countries. *'Gyrinops Walla'* species possess pleasant fragrance which has lucrative in Middle Eastern market where it is used as a component to manufacturing of expensive perfumes, large scale smuggling of *'Gyrinops Walla'* from Sri Lanka has been practiced for recent time.



DISPOSAL OF GOODS



UNDER

INTERNATIONAL COMPETITIVE BIDDING PROCEDURE

INVITATION FOR BIDS

FOR THE

DISPOSAL OF 'WALLA PATTA' ('GYRINOPS WALLA').

TENDER No: CDU/TS (Int'l)/2014/01

(CLOSING DATE: 2014.12.01 AT 14.00hrs)

BIDDER'S NAME:.....

BANK GUARANTEE NO. & DATE:.....

NON REFUNDABLE RECEIPT NO. & DATE:.....

Introduction

- 1. Scope of Bid**
 - 1.1 The Disposer indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the disposal of forfeited Walla Patta by Sri Lanka Customs. The name and identification number of this tender are specified in the BDS. The name, identification and number of lots (individual lots of Walla Patta), are provided in the BDS.
- 2. Eligible Bidders**
 - 2.1 This bid is open to reputed buyers overseas and local, or their authorized representatives. A Bidder may be a natural person, private entity, government-owned entity, or any combination of entities in the form of a Joint Venture or Association (JVA) with the formal intent, as evidenced by a letter of intent, to enter into an agreement or under an existing agreement. In the case of a JVA:
 - (a) all partners to the JVA shall be jointly and severally liable for the execution of the tender in accordance with the bidding terms; and
 - (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process.
 - 2.2 National Bidders shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Sri Lanka. Foreign Bidders are exempted from this requirement at the time of submission of bids however in the event where selected as having submitted the highest evaluated bid the successful Bidder shall require to submit evidence of registration as an approved bidder in the relevant country before purchasing the goods.
 - 2.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - a) receive or have received any direct or indirect subsidy from any of them; or
 - b) have the same legal representative for purposes of this Bid; or
 - c) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the

Tender Board regarding this Bidding process; or

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of the Sri Lanka.

- 3. Cost of Bid** 3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Sri Lanka Customs shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process

A. Solicitation Documents

- 4. Required Documents** 4.1 The Bid shall comprise the following:
- a. Bidder Information Form;
 - b. JVA Partner Information Form;
 - c. Bid Submission Form
 - d. Bid Security (Bank Guarantee)
 - e. Any other document required in the BDS.
- 5. Clarifications of solicitation document** 5.1 A prospective bidder that requires clarification on the bid solicitation documents may address to Sri Lanka Customs in writing by 21 November 2014 or to lalith.ananda@customs.gov.lk. Sri Lanka Customs shall respond to any request for clarification received and post its response, including an explanation of the query, without identifying the source of inquiry.
- 6. Amendments of Sri Lanka Customs Bid solicitation document** 6.1 At any time prior to the deadline for submission of bids, Sri Lanka Customs may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
- 6.2 All prospective bidders shall periodically check whether amendments have been posted to the bidding documents on Sri Lanka Customs website as mentioned in the BDS.
- 6.3 In order to give prospective reasonable time to take the amendments into account in preparing their bids, Sri Lanka Customs may at its discretion, extend the deadline for the submission of bids.

B. Preparations of Bids

7. **Language of the Bid** 7.1 The bid prepared by the Bidder and all correspondence and documents relating to the Bid shall be written in English.
8. **Documents to be submitted with Bid** 8.1 a. Bidder Information Form;
b. JVA Partner Information Form;
c. Bid Submission Form
d. Bid Security (Bank Guarantee)
e. Any other document required in the BDS.
- 8.2 Failure to furnish all the information required for submission of a Bid which does not substantially respond to the Sri Lanka Customs' Bid Document in every respect shall be at the Bidder's risk and may result in a rejection of the Bid.
9. **Bid Currency and prices** 9.1 All prices shall be quoted either in US dollars or in Sri Lankan Rupees. Bidders are requested to quote each lot of 'Walla Patta' separately in the Bid Submission Form. All taxes, levies, handling expenses etc. are to be borne by the bidder. Bidder shall arrange for ocean and/or other transportation by himself or through any reliable freight forwarders. This arrangement shall be made only after award of the tender or a corresponding delivery order is issued.
10. **Conversion to Single Currency** 10.1 To facilitate evaluation and comparison, the Disposer will convert all Bid prices expressed in the amount in US dollars in which the Bid Prices are payable to Sri Lankan Rupee at the official Sri Lanka Central Bank exchange rate on the last day for Submission of Bids.
11. **Validity of Bid** 11.1 The prices of the Bid shall be valid for the period specified in the BDS after the closing date of Bid submission as specified by Sri Lanka Customs. A proposal valid for a shorter period shall be rejected by Sri Lanka Customs on the grounds that it is non-responsive.
12. **Bid Security** 12.1 The Bidder shall furnish a Bid Security (Bank Guarantee) as part of its bid, as **specified in the Tender Notice**.

- 12.2 The Bid Security (Bank Guarantee) shall be in the amount **specified in the Tender Notice** and denominated in the currency of the Sri Lankan Rupees or a US Dollar
- 12.3 The bank guarantee shall be submitted using the Bid Security Form indicated in Section III, Bidding Forms, or another form acceptable to the Disposer. The form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the bids, or beyond any period of extension, if required.
- 12.4 If a Bid Security is required in accordance with ITB-Sub Clause 12.1 and 12.2, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Disposer as non-responsive.
- 12.5 If a Bid Security is required in accordance with ITB-Sub Clause 12.1 and 12.2, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's payment has completed.
- 12.6 The Bid Security of the successful Bidders shall be returned as promptly as possible once the successful Bidder has delivered the goods from Sri Lanka.
- 12.7 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form; or
 - (b) if the successful Bidder fails to:
 - make payment in full within 10 days of the receipt of notification and take delivery of goods within 14 working days from the date of making full payment.
- 12.8 The Bid Security of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent. In this case it is required to submit a copy of the JVA Agreement, or a letter of intent to enter in to such an Agreement.

13 Format and Signing of Bid

13.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 4 and clearly mark it "Original." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "Copy." In the event of any discrepancy between the original and the copies, the original shall prevail.

13.2 The original and all copies of 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. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid.

13.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids**14 Partial Bids**

14.1 Partial Bids (for any lot) are allowed under this tender. Sri Lanka Customs reserves the right to select and accept a part or parts of any Bid

15 Submission, Sealing and Marking of Bids

15.1 The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

15.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB-Sub Clause 16.1;
- (c) bear the specific reference identification number of this bidding process, if any, as indicated in BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

15.3 If all envelopes are not sealed and marked as required, the Disposer will assume no responsibility for the misplacement or premature opening of the bid.

15.4 Electronic submission are not allowed

- 16 Deadline for Submission of Bids**
- 16.1 Bids must be received by the Disposer at the address and no later than the date and time **specified in the BDS**.
- 16.2 The Disposer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 6, in which case all rights and obligations of the Disposer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 17 Late Bids**
- 17.1 The Disposer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 16. Any bid received by the Disposer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 18 Withdrawal, Substitution, and Modification of Bids**
- 18.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice in accordance with ITB Clause 15, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 13.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 13 and 15 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," or "Modification;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 16.
- 18.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 18.1 shall be returned unopened to the Bidders.
- 18.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

- 19 Bid Opening**
- 19.1 The Disposer shall conduct the bid opening in public at the address, date and time specified in the BDS.
- 19.2 First, envelopes marked "Withdrawal" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "Modification" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.
- 19.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, the presence of a Bid Security, if required; and any other details as the Disposer may consider appropriate. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 17.1.
- 19.4 The Disposer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution or modification; the Bid Price per lot and the presence or absence of a Bid Security, if required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

C. Evaluation and Comparison of Bids

- 20 Confidentiality**
- 20.1 Information relating to the evaluation of bids and recommendation of Tender award shall not be disclosed to Bidders or any other persons not officially concerned with such

process until information on Tender award is communicated to all Bidders.

20.2 Any attempt by a Bidder to influence the Disposer in the evaluation of the bids or Tender award decisions may result in the rejection of its bid.

20.3 Notwithstanding ITB Sub-Clause 20.2, from the time of bid opening to the time of Tender award, if any Bidder wishes to contact the Disposer on any matter related to the bidding process, it may do so in writing.

21 Clarification of Bids

21.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Disposer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Disposer shall not be considered. The Disposer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Disposer in the evaluation of the bids, in accordance with ITB Clause 24.

21.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Disposer's request for clarification, its bid may be rejected.

22 Correction of Arithmetical Errors

22.1 Provided that the bid is substantially responsive related to the Customs valuation, the Disposer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Disposer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

22.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.

23 Evaluation of Bids

23.1 **If so specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

23.2 The bids received would be evaluated based on the international market prices and the tender would be awarded for the bidder who offered the highest price acceptable to the Tender Board appointed for this purpose.

24 Post qualification of the Bidder

24.1 The Tender Board shall determine to its satisfaction whether the Bidder that is selected as having submitted the highest evaluated and substantially responsive bid.

24.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 4.

24.3 An affirmative determination shall be a prerequisite for award of the Tender to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Disposer shall proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform the tender satisfactorily.

- 25 Disposer's Right to Accept Any Bid, and to Reject Any or All Bids** 25.1 The Disposer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Tender award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, Bid Securities shall be promptly returned to the Bidders.

D. Award of Tender

- 26 Award Criteria** 26.1 The Disposer shall award the Tender to the Bidder whose offer has been determined to be the highest evaluated bid and is substantially responsive to the Bidding Documents.
- 27 Purchaser's Right to Vary Quantities at Time of Award** 27.1 At the time the tender is awarded, the Disposer reserves the right to increase or decrease the quantity of Goods, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 28 Notification of Award** 28.1 Prior to the expiration of the period of bid validity, the Disposer shall notify the successful Bidder, in writing, that its bid has been accepted.
- 29 Delivery of Goods** 29.1 Within 10 working days of the receipt of notification of award from the Disposer, the successful bidder shall make full payment and make delivery of goods within the 14 working days from the date of making full payment.
- 30 Purchase's responsibility to take necessary Walla Patta** 30.1 The whole lots of Walla Patta consignment disposal only for the Export purpose but not for the local consumption. The goods would be delivered to the successful bidder at the border of the Sri Lanka (i.e. to the Airport or Seaport) by the officers of the Sri Lanka Customs. Customs will assist the successful bidder to get the required necessary approval from the respective institutions as specified in BDS to export the Walla Patta. Any cost incurred regarding this should be borne by the successful bidder.

Section II. Bid Data Sheet (BDS)

Notes on Bid Data Sheet (BDS)

Section II, Bid Data Sheet (BDS), contains information and provisions that are specific to a particular bidding process. The Purchaser must specify in the BDS only the information that the corresponding ITB requests be specified in the BDS. All requested information shall be provided; **no ITB Clause of the BDS shall be left blank.**

To facilitate the preparation of the BDS, its ITB Clauses are numbered with the same numbers as the corresponding ITB Clauses.

Section II. Bidding Data Sheet (BDS)

ITB Clause Reference	A. Introduction																																																										
ITB 1.1	<p>The Disposer is Director General of Customs</p> <p>Address : Department of Sri Lanka Customs Custom House, No, 40, Main Street, Colombo 11.</p>																																																										
ITB 1.1	<p>The name and Tender number of the Contract are:</p> <p>Name: Disposal of forfeited 'Walla Patta' by Sri Lanka Customs.</p> <p>Tender No : CDU/TS (Int'l)/2014/01</p> <p>Separate quantities of 'Walla Patta' available for sales as follows</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th data-bbox="703 895 791 925">Lot No</th> <th data-bbox="863 895 1046 925">Weight / (Kgs)</th> </tr> </thead> <tbody> <tr><td>01</td><td>9.80</td></tr> <tr><td>02</td><td>2.58</td></tr> <tr><td>03</td><td>4.52</td></tr> <tr><td>04</td><td>3.68</td></tr> <tr><td>05</td><td>2.04</td></tr> <tr><td>06</td><td>4.46</td></tr> <tr><td>07</td><td>1.76</td></tr> <tr><td>08</td><td>8.68</td></tr> <tr><td>09</td><td>0.14</td></tr> <tr><td>10</td><td>0.10</td></tr> <tr><td>11</td><td>0.86</td></tr> <tr><td>12</td><td>4.44</td></tr> <tr><td>13</td><td>2.70</td></tr> <tr><td>14</td><td>10.70</td></tr> <tr><td>15</td><td>14.66</td></tr> <tr><td>16</td><td>15.30</td></tr> <tr><td>17</td><td>3.20</td></tr> <tr><td>18</td><td>3.00</td></tr> <tr><td>19</td><td>6.30</td></tr> <tr><td>20</td><td>3.30</td></tr> <tr><td>21</td><td>1.00</td></tr> <tr><td>22</td><td>5.30</td></tr> <tr><td>23</td><td>2.80</td></tr> <tr><td>24</td><td>10.80</td></tr> <tr><td>25</td><td>3.80</td></tr> <tr><td>26</td><td>12.60</td></tr> <tr><td>27</td><td>6.10</td></tr> <tr> <td>Total</td> <td>144.62</td> </tr> </tbody> </table>	Lot No	Weight / (Kgs)	01	9.80	02	2.58	03	4.52	04	3.68	05	2.04	06	4.46	07	1.76	08	8.68	09	0.14	10	0.10	11	0.86	12	4.44	13	2.70	14	10.70	15	14.66	16	15.30	17	3.20	18	3.00	19	6.30	20	3.30	21	1.00	22	5.30	23	2.80	24	10.80	25	3.80	26	12.60	27	6.10	Total	144.62
Lot No	Weight / (Kgs)																																																										
01	9.80																																																										
02	2.58																																																										
03	4.52																																																										
04	3.68																																																										
05	2.04																																																										
06	4.46																																																										
07	1.76																																																										
08	8.68																																																										
09	0.14																																																										
10	0.10																																																										
11	0.86																																																										
12	4.44																																																										
13	2.70																																																										
14	10.70																																																										
15	14.66																																																										
16	15.30																																																										
17	3.20																																																										
18	3.00																																																										
19	6.30																																																										
20	3.30																																																										
21	1.00																																																										
22	5.30																																																										
23	2.80																																																										
24	10.80																																																										
25	3.80																																																										
26	12.60																																																										
27	6.10																																																										
Total	144.62																																																										

B. Solicitation Documents																																											
ITB 5.1	<p>Exclusively For Clarification of bid purposes , the Disposer's address is:</p> <p>Attention: M.G. Lalith Ananda Deputy Director of Customs (Central Disposal Unit)</p> <p>Address: Central Disposal Unit, 3rd Floor, Department of Sri Lanka Customs Custom House, No. 40, Main Street, Colombo 11.</p> <p>Telephone: 0112-221300 Facsimile number: 0112-430795 E mail: lalith.ananda@customs.gov.lk</p>																																										
ITB 6.2	Customs web site is http://www.customs.gov.lk/																																										
C. Preparation of Bids																																											
ITB 9.1	Currency of bids should be in either Sri Lankan Rupees or US Dollars.																																										
ITB 11.1	The bid validity period shall be 91 days.																																										
ITB 12.1	Bid shall include an unconditional on demand Bid Security issued by a Bank operating in Sri Lanka authorized by Central Bank of Sri Lanka or a bank based in another country but the guarantee "confirmed" by a bank operating Sri Lanka authorized by Central Bank of Sri Lanka.																																										
ITB 12.2	<p>The amount of the Bid Security shall be as follows and valid up to 91 days from bid closing date.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Lot No</th> <th rowspan="2">Weight / (Kg)</th> <th colspan="2">Refundable Bid Security either</th> </tr> <tr> <th>in SLR</th> <th>in USD</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>9.80</td> <td>157,000</td> <td>1217</td> </tr> <tr> <td>02</td> <td>2.58</td> <td>41,000</td> <td>318</td> </tr> <tr> <td>03</td> <td>4.52</td> <td>72,000</td> <td>558</td> </tr> <tr> <td>04</td> <td>3.68</td> <td>59,000</td> <td>457</td> </tr> <tr> <td>05</td> <td>2.04</td> <td>33,000</td> <td>256</td> </tr> <tr> <td>06</td> <td>4.46</td> <td>71,000</td> <td>550</td> </tr> <tr> <td>07</td> <td>1.76</td> <td>28,000</td> <td>217</td> </tr> <tr> <td>08</td> <td>8.68</td> <td>139,000</td> <td>1078</td> </tr> <tr> <td>09</td> <td>0.14</td> <td>2,250</td> <td>17</td> </tr> </tbody> </table>	Lot No	Weight / (Kg)	Refundable Bid Security either		in SLR	in USD	01	9.80	157,000	1217	02	2.58	41,000	318	03	4.52	72,000	558	04	3.68	59,000	457	05	2.04	33,000	256	06	4.46	71,000	550	07	1.76	28,000	217	08	8.68	139,000	1078	09	0.14	2,250	17
Lot No	Weight / (Kg)			Refundable Bid Security either																																							
		in SLR	in USD																																								
01	9.80	157,000	1217																																								
02	2.58	41,000	318																																								
03	4.52	72,000	558																																								
04	3.68	59,000	457																																								
05	2.04	33,000	256																																								
06	4.46	71,000	550																																								
07	1.76	28,000	217																																								
08	8.68	139,000	1078																																								
09	0.14	2,250	17																																								

	10	0.10	1,600	12
	11	0.86	13,800	107
	12	4.44	71,000	550
	13	2.70	43,200	335
	14	10.70	171,200	1327
	15	14.66	234,600	1819
	16	15.30	244,800	1898
	17	3.20	51,200	397
	18	3.00	48,000	372
	19	6.30	100,800	781
	20	3.30	52,800	409
	21	1.00	16,000	124
	22	5.30	84,800	657
	23	2.80	44,800	347
	24	10.80	172,800	1340
	25	3.80	60,800	471
	26	12.60	201,600	1563
	27	6.10	97,600	757
	Total	144.62	Rs. 2,313,650	USD 17,934
ITB 13.1	In addition to the original of the bid, the number of copies is one (01).			
	D. Submission and Opening of Bids			
ITB 14.1	The bidders may quote for total quantity of all items or separate prices for one or more lots			
ITB 15.1	The inner and outer envelopes shall bear the following identification marks: Disposal of forfeited Walla Patta by Sri Lanka Customs. Tender No : CDU/TS (Int'l)/2014/01			
ITB 16.1	For bid submission purposes, the Purchaser's address is: Attention: M.G. Lalith Ananda Deputy Director of Customs (Central Disposal Unit) Address: Central Disposal Unit, 3 rd Floor, Department of Sri Lanka Customs Custom House, No, 40, Main Street, Colombo 11. The deadline for the submission of bids is: Date: 01 December 2014 Time: 14.00 hrs			

ITB 19.1	<p>The bid opening shall take place at:</p> <p>Address: Central Disposal Unit, 3rd Floor, Department of Sri Lanka Customs Custom House, No, 40, Main Street, Colombo 11.</p> <p>Floor/Room number : third Floor /CDU Conference Room</p> <p>City: Colombo.</p> <p>Date: 01 December 2014 Time: 14.00 hrs</p>
	E. Evaluation and Comparison of Bids
ITB 20.1	The contact details is same as at ITB 5.1of the BDS
ITB 21.1	The contact details is same as at ITB 5.1of the BDS
ITB 23.1	<p>The following factors and methodology will be used for evaluation:</p> <p>(a) Methodology:</p> <p>(i) Responsiveness to the bid</p> <p>(ii) Customs valuation for each lots of Walla Patta</p> <p>(iii) International Market Price</p> <p>(iv) Highest quoted Price</p>
	F. Award of Contract
ITB 27.1	<p>The maximum percentage by which quantities may be increased is: [As agreed by the successful bidder/bidders]</p> <p>The maximum percentage by which quantities may be decreased is: [5 percent (5%)]</p>
ITB 30.1	<p>Following approval should have obtained before exporting the Walla Patta</p> <p>a. Approval from the Department of Wildlife Sri Lanka</p> <p>b. Approval from the Department of Forest Sri Lanka</p>

Section III. Bidding Forms

Table of Forms

- 1. Bidder Information Form.....
- 2. JVA Partner Information Form.....
- 3. Bid Submission Form
- 4. Bid Security (Bank Guarantee).....

1. Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. 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]*

Tender No.: CDU/TS (Int'l)/2014/01

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JVA, Legal Name of Each Partner: <i>[insert legal name of each partner in JVA]</i>
3. Bidder's Actual or Intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information (If any) Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> E-mail Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clause 2.1 <input type="checkbox"/> Authorization to represent the firm or JVA named above, in accordance with ITB Sub-Clause 13.2. <input type="checkbox"/> In case of JVA, letter of intent to form JVA or JVA agreement, in accordance with ITB Sub-Clause 2.1.

2. JVA Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below.]

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

Tender No.: CDU/TS (Int'l)/2014/01

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JVA Partner's Legal Name: <i>[insert JVA Partner's legal name]</i>
3. JVA Partner's Country of Registration: <i>[insert JVA Partner's country of registration]</i>
4. JVA Partner's Year of Registration: <i>[insert JVA Partner's year of registration]</i>
5. JVA Partner's Legal Address in Country of Registration: <i>[insert JVA Partner's legal address in country of registration]</i>
6. JVA Partner's Authorized Representative Information (If any) Name: <i>[insert name of JVA Partner's authorized representative]</i> Address: <i>[insert address of JVA Partner's authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JVA Partner's authorized representative]</i> E-mail Address: <i>[insert email address of JVA Partner's authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of the legal entity named above, in accordance with ITB Sub Clause 2.1. <input type="checkbox"/> Authorization to represent the firm or JVA named above, in accordance with ITB Sub-Clause 13.2.

3. 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]*

Tender No.: CDU/TS (Int'l)/2014/01

To: *Director General of Customs,
Department of Sri Lanka Customs
Custom House,
No, 40, Main Street,
Colombo 11.*

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 Addendum];*
- (b) We offer to buy in conformity with the Bidding Documents for the following Goods *[insert lots no of Walla Patta that intend to buy];*
- (c) The total price of our bid, excluding any applicable government taxes as below;

Lot No	Qty (Kg)	Term of Delivery	Term of packing	Bid Price (excluding taxes) / (Rs. or USD)	
				In figures	In words
01	9.80	At Airport or Seaport	Bulk		
02	2.58	At Airport or Seaport	Bulk		
03	4.52	At Airport or Seaport	Bulk		
04	3.68	At Airport or Seaport	Bulk		
05	2.04	At Airport or Seaport	Bulk		
06	4.46	At Airport or Seaport	Bulk		
07	1.76	At Airport or Seaport	Bulk		
08	8.68	At Airport or Seaport	Bulk		
09	0.14	At Airport or Seaport	Bulk		

10	0.10	At Airport or Seaport	Bulk		
11	0.86	At Airport or Seaport	Bulk		
12	4.44	At Airport or Seaport	Bulk		
13	2.70	At Airport or Seaport	Bulk		
14	10.70	At Airport or Seaport	Bulk		
15	14.66	At Airport or Seaport	Bulk		
16	15.30	At Airport or Seaport	Bulk		
17	3.20	At Airport or Seaport	Bulk		
18	3.00	At Airport or Seaport	Bulk		
19	6.30	At Airport or Seaport	Bulk		
20	3.30	At Airport or Seaport	Bulk		
21	1.00	At Airport or Seaport	Bulk		
22	5.30	At Airport or Seaport	Bulk		
23	2.80	At Airport or Seaport	Bulk		
24	10.80	At Airport or Seaport	Bulk		
25	3.80	At Airport or Seaport	Bulk		
26	12.60	At Airport or Seaport	Bulk		
27	6.10	At Airport or Seaport	Bulk		
			Total Bid		

(d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 11.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 16.1, 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 the goods in accordance with ITB Clause 31;

(f) We have no conflict of interest in accordance with ITB Sub-Clause 2.3;

(g) I / Our firm, its affiliates have not been declared blacklisted or penalized by the National or International Agency;

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.

(i) Authorized signatures, their designations and NIC or Passport Numbers those who are dealing with this tender (Only those signature holders are permitted to deal with Sri Lanka Customs)

(i) Name: (ii) Name:.....

Designation:..... Designation.....

NIC No or Passport No :..... NIC No or Passport No.....

(Attach a Copy) (Attach a Copy)

I / We hereby agree with the terms and conditions declared in the ITB document issued by Sri Lanka Customs

Signature :.....

Designation :.....

Name & NIC No / Passport No :..... Company Seal:

(Attach a copy of NIC / Passport No.)

4. Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the bid") for the execution of *[name of tender]* under *[Tender ID No., if any]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[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 by the Bidder in the Form of bid; or
- (b) having been notified of the acceptance of its bid by the Disposer during the period of bid validity, (i) fails or refuses to execute the Tender Agreement in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon the receipt of a copy of your notification to the Bidder that he is the successful 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 of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

[signature(s)]



MINISTRY OF FINANCE AND PLANNING

DEPARTMENT OF SRI LANKA CUSTOMS



INVITATION FOR BIDS

For the Disposal of Walla Patta (Gyrinops Walla)

Sri Lanka Customs is in the possession of several consignments of 'Walla Patta' an indigenous herb, attempted to smuggle out of Sri Lanka and subsequently seized and forfeited. As such, the Director General of Sri Lanka Customs wishes to dispose the forfeited goods by way of calling worldwide tenders from qualified local and international buyers.

Gyrinops Walla, commonly known as 'Walla Patta' or 'Sri Lankan Agar Wood', is an endemic fragrance producing resinous plant. Resin extracted from Gyrinops species has its unique fragrance and therefore it is widely used as an ingredient in multitude of applications ranging from traditional medicine, high end perfumes, incenses, aroma therapy, cosmetic and for production of ornaments.

The following consignments of 'Gyrinopsis Walla' are currently available for disposal.

Lot No	Weight / (Kg)	Refundable Bid Security either	
		in SLR	in USD
01	9.80	157,000	1217
02	2.58	41,000	318
03	4.52	72,000	558
04	3.68	59,000	457
05	2.04	33,000	256
06	4.46	71,000	550
07	1.76	28,000	217
08	8.68	139,000	1078
09	0.14	2,250	17
10	0.10	1,600	12
11	0.86	13,800	107
12	4.44	71,000	550
13	2.70	43,200	335
14	10.70	171,200	1327
15	14.66	234,600	1819
16	15.30	244,800	1898
17	3.20	51,200	397
18	3.00	48,000	372
19	6.30	100,800	781
20	3.30	52,800	409
21	1.00	16,000	124
22	5.30	84,800	657
23	2.80	44,800	347
24	10.80	172,800	1340
25	3.80	60,800	471
26	12.60	201,600	1563
27	6.10	97,600	757
Total	144.62	Rs. 2,313,650	USD 17,934

Terms & Conditions and other details applicable to the bids will be issued along with the Bidding Documents in English Language and the Bids should be submitted only by using the original documents which could be obtained from the Central Disposal Unit of the address given below or from the Sri Lanka Missions in respective countries. The Bid documents will be issued during working days from 0900hrs to 14.30hrs till **28 November 2014** subject to a non refundable deposit of USD 75/= or SLR 10,000/=. The relevant payments can be made directly to the Sri Lanka Customs in cash or by bank draft to the Rupee A/C 747-000-7041607, DGC Main Collection Account at Bank of Ceylon, Taprobane Branch, 10, York Street, Colombo 01, Sri Lanka. In case of foreign buyers, Bank charges on this payment if any, should be borne by the respective bidders.

All prospective buyers should furnish Sri Lanka Customs with the respective Bid, a bid Security valid for 91 days from the date of closing of Bid to the value that mentioned above in the form of a unconditional Bank Guarantee payable on demand, issued by a Bank operating in Sri Lanka authorized by Central Bank of Sri Lanka or a bank based in another country but the guarantee "confirmed" by a bank operating Sri Lanka authorized by Central Bank of Sri Lanka. The goods will be available for inspection free of charge at the office of the Biodiversity, Cultural and National Heritage Protection Branch, Sri Lanka Customs Colombo 11.

The bids received would be evaluated based on the international market prices and the tender would be awarded for the tenderer who offered the highest price acceptable to the Tender Board appointed for this purpose. The Tender Board reserves the right to accept or reject any bid or whole bids without any reasons. Bidders or their authorized representatives may be present at the opening of Bids.

The entire quantity of 'Walla Patta' to be disposed through the tender will have to be dispatched out of the country upon award of the tender within the specified period given in the tender document. Local consumption of the same is strictly prohibited. The goods will be delivered to the successful bidder/s at the respective Airport or Seaport by the officers of the Sri Lanka Customs. Customs will assist the successful bidder/s to obtain the required approvals from the relevant regulatory bodies. Any cost incurred in this regard have to be borne by the relevant bidder/s.

Duly filled bid documents should be submitted in a sealed envelope as specified in tender documents to reach the address given below or deposited in the Tender Box kept at the Central Disposal Unit 03rd floor Sri Lanka Customs, Colombo 11 on or before 1400hrs on **01 December 2014**. Late bids, electronic bids, bids not opened and not read out in public at the bid opening ceremony will not be accepted for evaluation irrespective of the circumstances.

Interested Parties may obtain further information through the Tender Information Page at Sri Lanka Customs website: <http://www.customs.gov.lk> or by contacting the Deputy Director of Customs, Central Disposal Unit on +94112221300 or by contacting foreign missions abroad.

**Director General
Sri Lanka Customs
"Customs House"
No. 40, Main Street
Colombo 11, Sri Lanka.**