

MINISTRY OF HIGHER EDUCATION AND CULTURAL AFFAIRS UNIVERSITY OF COLOMBO

ACCELERATING HIGHER EDUCATION EXPANSION AND DEVELOPMENT OPERATION (AHEAD)

Credit/Grant #:6026-LK/8743-LK

PP. REF .NO: AHEAD/NCB/ICE/IARS/2018/01

BIDDING DOCUMENT LAB & TEACHING EQUIPMENT

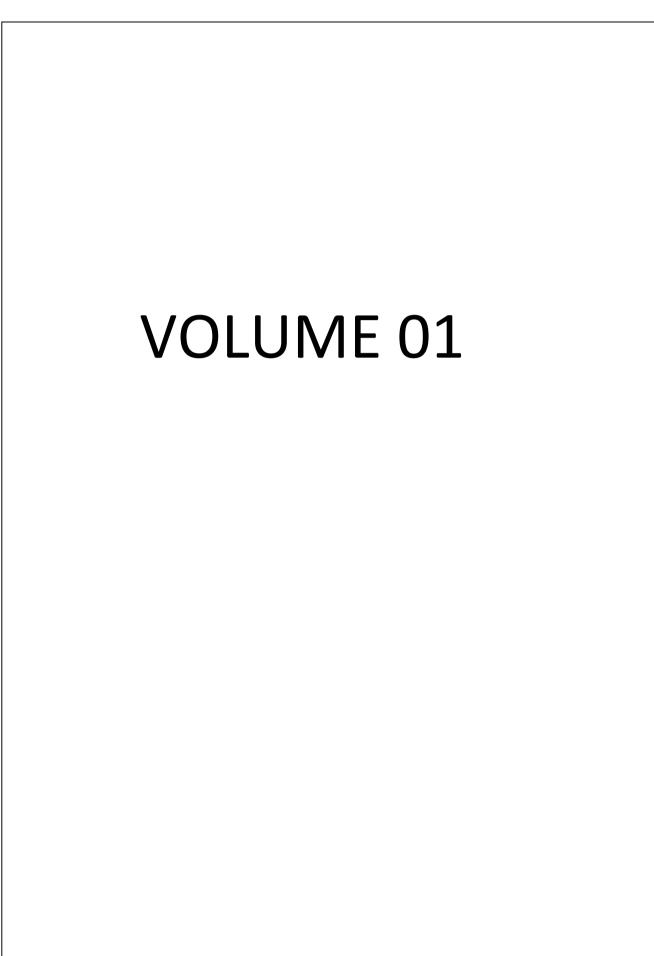
Deadline for the Submission of Bid	10 th January 2019
Bid Validity up to	10 th April 2019
Bid Security	Rs. 160,000.00
Bid Security validity Period	10 th May 2019

Client

Accelerating Higher Education Expansion and Development(AHEAD) University of Colombo,
No. 94, Cumarathunga Munidasa Mawatha,
Colombo 03,
Sri Lanka.

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UNIVERSITY OF COLOMBO

INVITATION FOR BIDS

Supply and Delivery of Lab and Teaching Equipment for the Institute of Agro Technology and Rural Science,
University of Colombo
AHEAD/NCB/ICE/IARS/2018/01

Chairman, Department Procurement Committee (Major), University of Colombo, Colombo 03 invites sealed bids from eligible bidders for Supply and Delivery of Lab and Teaching Equipment for the Institute of Agro Technology and Rural Science, University of Colombo as described below.

- 1. Bidding will be conducted through the National Competitive Bidding (NCB) procedure.
- 2. Bidder should have at least Five years' experience in the relevant field in Sri Lanka.
- 3. Interested eligible bidders may obtain further information from the Deputy Director procurement/AHEAD Project (Contact No. 011-2595953) of the University of Colombo, and inspect the bidding documents at the OTS Office of the University from 9.00 a.m. to 3.30 p.m. from 20/12/2018 to 09/01/2019 free of charge or visit university website http://www.cmb.ac.lk to inspect the document.
- 4. A complete set of bidding documents in English may be purchased by interested bidders on submission of a written application to the Deputy Director Procurement, AHEAD Project University of Colombo and upon payment of a non-refundable fee of Rupees 3,500/-. Non refundable fee can be paid to the University Account No. 505170600013 to any people's bank branch. The documents may be purchased until 3.30 p.m. from 20/12/2018 to 09/01/2019.
- 5. Bids must be delivered in duplicate to the address below, on or before 2.30 p.m. on 10/01/2019. Please indicate the "Supply and Delivery of Lab & Teaching Equipment for the Institute of Agro Technology and Rural Science, University of Colombo— AHEAD/NCB/ICE/IARS/2018/01" on top of the left corner of the envelop.
- 6. All bids must be accompanied by an unconditional, on demand Bid Security from any commercial bank registered under the Central Bank as specified in the following Table.

Package No.	Items	Bid Security
01	Supply and Delivery of Lab & Teaching Equipment for the Institute of Agro Technology and Rural Science, University of Colombo (26 Items) visit university website http://www.cmb.ac.lk to inspect the document.	Rupees One Hundred Sixty Thousand (Rs.160,000.00)

7. Late bids will be rejected. The bids shall be deposited in the 'Tender Box' available in the Registrar's Office of the University of Colombo, or sent under registered cover to be received before the deadline at the address given below. The bids will be opened immediately after closing of the Bids on 10th January 2019, in the presence of the bidders or their authorized representatives who choose to attend the bid opening.

The Chairman
Department Procurement Committee (Major)
University of Colombo.
94, Cumaratunga Munidasa Mawatha,
Colombo 3.

Section I

Instructions to Bidders

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

	A. General
1. Scope of Bid	1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.
	1.2 Throughout these Bidding Documents:
	(a) the term "in writing" means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
	(b) if the context so requires, "singular" means "plural" and vice versa; and
	(c) "Day" means calendar day.
2. Source of	2.1 Payments under this contract will be financed by the source specified
Funds	in the BDS.
3. Ethics, Fraud and Corruption	3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
	 Parties associated with Procurement Act ions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
	 Officials shall refrain from receiving any personal gain from any Procurement Act ion. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
	3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
	(a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

	(b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
	(c) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
	(d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
	3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
4. Eligible Bidders	4.1 All bidders shall possess legal rights to supply the Goods under this contract.
	4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
	(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
	(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.
	4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk.
	4.4 Foreign Bidder may submit a bid only if so stated in the in the BDS.
5. Eligible Goods	5.1 All goods supplied under this contract shall be complied with applicable
and Related Services	standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other
	internationally accepted standards.
	B. Contents of Bidding Documents
6. Sections of	6.1 The Bidding Documents consist of 2 Volumes, which include all the
Bidding	sections indicated below, and should be read in conjunction with any
Documents	addendum issued in accordance with ITB Clause 8.

	Volume 1
	Section I. Instructions to Bidders (ITB)
	Section VI. Conditions of Contract (CC)
	Section VIII. Contract Forms
	Volume 2
	Section II. Bidding Data Sheet (BDS)
	Section III. Evaluation and Qualification Criteria
	Section IV. Bidding Forms
	Section V. Schedule of Requirements
	Section VII. Contract Data
	Invitation for Bid
	6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
7. Clarification of	7.1 A prospective Bidder requiring any clarification of the Bidding
Bidding	Documents including the restrictiveness of specifications shall contact the
Documents	Purchaser in writing at the Purchaser's address specified in the BDS. The
	Purchaser will respond in writing to any request for clarification, provided
	that such request is received no later than ten (10) days prior to the
	deadline for submission of bids. The Purchaser shall forward copies of its
	response to all those who have purchased the Bidding Documents,
	including a description of the inquiry but without identifying its source.
	Should the Purchaser deem it necessary to amend the Bidding Documents
	as a result of a clarification, it shall do so following the procedure under ITB Clause 8.
8. Amendment	8.1 At any time prior to the deadline for submission of bids, the Purchaser
of Bidding	may amend the Bidding Documents by issuing addendum.
Documents	, , , , , , , , , , , , , , , , , , , ,
	8.2 Any addendum issued shall be part of the Bidding Documents and shall
	be communicated in writing to all who have purchased the Bidding
	Documents.
	8.3 To give prospective Bidders reasonable time in which to take an
	addendum into account in preparing their bids, the Purchaser may, at its

	discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2
	C. Preparation of Bids
9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.
11. Documents Comprising the	11.1 The Bid shall comprise the following:
Bid	(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
	(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
	(c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
	(d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
	(e) any other document required in the BDS.
12. Bid	12.1 The Bidder shall submit the Bid Submission Form using the form
Submission Form	furnished in Section IV, Bidding Forms. This form must be completed
and Price	without any alterations to its format, and no substitutes shall be accepted.
Schedules	All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1 Alternative bids shall not be considered.
14. Bid Prices and Discounts	14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
	14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
	14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

	14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
	(a) on components and raw material used in the manufacture or assembly of goods quoted; or
	(b) on the previously imported goods of foreign origin.
	(ii) However, VAT shall not be included in the price but shall be indicated separately;
	(iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
	(iv) the price of other incidental services
	14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.
	14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
15. Currencies of Bid	15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.
16. Documents Establishing the Eligibility of the Bidder	16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
17. Documents Establishing the Conformity of the Goods and Related Services	17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
	17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
	17.3 The Bidder shall also furnish a list giving full, including quantities, available sources and current prices of spare parts, special tools, etc.,

	necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.
18. Documents	18.1 The documentary evidence of the Bidder's qualifications to perform
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Establishing the	the contract if its bid is accepted shall establish to the Purchaser's
Qualifications of	satisfaction:
the Bidder	
	(a) A Diddow that door not many factors or much on the Coods it offers to
	(a) A Bidder that does not manufacture or produce the Goods it offers to
	supply shall submit the Manufacturer's Authorization using the form
	included in Section IV, Bidding Forms to demonstrate that it has been duly
	authorized by the manufacturer or producer of the Goods to supply these
	Goods;
	(h) that if you wind in the DDC in case of a Bidden not doing business within
	(b) that, if required in the BDS, in case of a Bidder not doing business within
	Sri Lanka, the Bidder is or will be (if awarded the contract) represented by
	an Agent in Sri Lanka equipped and able to carry out the Supplier's
	maintenance, repair and spare parts stocking obligations prescribed in the
	Conditions of Contract and/or Technical Specifications; and
	(c) that the Bidder meets each of the qualification criterion specified in
	Section III, Evaluation and Qualification Criteria.
19. Period of	19.1 Bids shall remain valid until the date specified in the BDS. A bid valid
Validity of Bids	for a shorter date shall be rejected by the Purchaser as non-responsive.
	19.2 In exceptional circumstances, prior to the expiration of the bid validity
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	date, the Purchaser may request bidders to extend the period of validity of
	their bids. The request and the responses shall be made in writing. If a Bid
	Security is requested in accordance with ITB Clause 20, it shall also be
	extended for a corresponding period. A Bidder may refuse the request
	without forfeiting its Bid Security. A Bidder granting the request shall not
	be required or permitted to modify its bid.
20. Bid Security	20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-
	Securing Declaration, as specified in the BDS.
	20.2 The Bid Security shall be in the amount specified in the BDS and
	denominated in Sri Lanka Rupees, and shall:
	(a) at the bidder's option, be in the form of either a bank draft, a letter of
	credit, or a bank guarantee from a banking institution;
	(b) be issued by an institution acceptable to Purchaser. The acceptable
	institutes are published in the NPA website, www.npa.gov.lk.
	modelaces are published in the M. A. Website, WWW.inpu.Bov.ik.
	(c) be substantially in accordance with the form included in Section IV,
	Bidding Forms;
	(d) be payable promptly upon written demand by the Purchaser in case the
	conditions listed in ITB Clause 20.5 are invoked;
	(e) be submitted in its original form; copies will not be accepted;
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	(f) remain valid for the period specified in the BDS.
	20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
	20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
	20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
	(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
	(b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
	(c) if the successful Bidder fails to:
	(i) sign the Contract in accordance with ITB Clause 42;
	(") For each of Device of Control
21. Format and Signing of Bid	(ii) Furnish a Performance Security in accordance with ITB Clause 43. 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.
	21.2 The original and the Copy 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.
	21.3 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
22. Submission,	22.1 Bidders may always submit their bids by mail or by hand.
Sealing and Marking of Bids	(a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.
	22.2 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 23.1;
	(c) bear the specific identification of this bidding process as indicated in the BDS; and
	(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
23. Deadline for	23.1 Bids must be received by the Purchaser at the address and no later
Submission of Bids	than the date and time specified in the BDS.
	23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
24. Late Bids	24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
25. Withdrawal, and Modification of Bids	25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (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 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and
	(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23. 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.
	25.3 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.
26. Bid Opening	26.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. 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. 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 envelopes that are opened and read out at Bid opening shall be considered further.

26.3 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, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub Section I Clause 24.1.

26.4 The Purchaser 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, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

E. Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and postqualification of the bids, the Purchaser may, at its discretion, request 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 Purchaser shall not be considered for purpose of evaluation. The Purchaser'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 arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.
29.	29.1 The Purchaser's determination of a bid's responsiveness is to be based
Responsiveness	on the contents of the bid itself.
of Bids	29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
	(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
	(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
	(c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
	29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
30. Nonconformities, Errors, and	30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
Omissions	30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in
	the rejection of its Bid.
	. , ,
	the rejection of its Bid. 30.3 Provided that the Bid is substantially responsive, the Purchaser shall

	(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 arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.
31. Preliminary Examination of Bids	31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
	31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
	(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;(b) Price Schedules, in accordance with ITB Sub-Clause 12;
	(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.
32. Examination of Terms and Conditions; Technical	32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.
Evaluation	32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
	32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
33. Conversion	33.1 If the bidders are allowed to quote in foreign currencies in accordance
to Single	with sub clause 15.1, for evaluation and comparison purposes, the
Currency	Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing
	of bids as published by the Central Bank of Sri Lanka. If this date falls on a
	public holiday the earliest working day prior to the date shall be applicable.
34. Domestic	34.1 Domestic preference shall be a factor in bid evaluation only if stated
Preference	in the BDS. If domestic preference shall be a bid evaluation factor, the
	methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
35. Evaluation of	35.1 The Purchaser shall evaluate each bid that has been determined, up
Bids	to this stage of the evaluation, to be substantially responsive.

- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
- (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification

 Criteria;
- (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.
- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Clause 35.

37. Post Qualification of the Bidder

- 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 37.2 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 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.
	F. Award of Contract
39. Award Criteria	39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
40. Purchaser's Right to Vary Quantities at Time of Award	40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
41. Notification of Award	41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
	 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
42. Signing of Contract	42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
43. Performance Security	42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement. 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
	43.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section VI

Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (b) "Day" means calendar day.
- (e) "Completion" means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "CC" means the Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has

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	been accepted by the Purchaser and is named as such in the Contract Agreement.
	(I) "The Project Site," where applicable, means the place named in the
	Contract Data.
2. Contract	2.1 Subject to the order of precedence set forth in the Contract
Documents	Agreement, all documents forming the Contract (and all parts thereof)
	are intended to be correlative, complementary, and mutually
	explanatory. The Contract Agreement shall be read as a whole.
3. Fraud and	3.1 The Government of Sri Lanka requires the Purchaser as well as
Corruption	bidders, suppliers, contractors, and consultants to observe the highest
	standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
	contracts. In pursuit or this policy.
	(i) "corrupt practice" means offering, giving, receiving, or soliciting,
	directly or indirectly, of anything of value to influence the action of a
	public official in the procurement process or in contract execution;
	(ii) "fraudulent practice" means a misrepresentation or omission of facts
	in order to influence a procurement process or the execution of a
	contract;
	(iii) "collusive practice" means a scheme or arrangement between two
	or more bidders, with or without the knowledge of the Purchaser to
	establish bid prices at artificial, noncompetitive levels; and
	(iv) "coercive practice" means harming or threatening to harm, directly
	or indirectly, persons or their property to influence their participation in
	the procurement process or affect the execution of a coract.
4.	4.1 If the context so requires it, singular means plural and vice versa.
Interpretation	
	4.2 Entire Agreement
	The Contract constitutes the entire agreement between the Purchaser
	and the Supplier and supersedes all communications, negotiations and
	agreements (whether written or oral) of the parties with respect thereto
	made prior to the date of Contract.
	4.3 Amendment
	No amendment or other variation of the Contract shall be valid unless it
	is in writing, is dated, expressly refers to the Contract, and is signed by a
	duly authorized representative of each party thereto.
	4.4 Severability If any provision or condition of the Contract is prohibited
	or rendered invalid or unenforceable, such prohibition, invalidity or
	unenforceability shall not affect the validity or enforceability of any other
	provisions and conditions of the Contract.

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5. Language	5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
	5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
6. Joint	6.1 If the Supplier is a joint venture, consortium, or association, all of the
Venture,	parties shall be jointly and severally liable to the Purchaser for the
Consortium or	fulfillment of the provisions of the Contract and hall designate one party
Association	to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture,
	consortium, or association shall not be altered without the prior consent of the Purchaser.
7. Eligibility	7.1 All goods supplied under this contract shall be complied with
	applicable standards stipulated by the Sri Lanka Standards Institute. In
	the absence of such standards, the Goods supplied shall be complied to
0.51.11	other internationally accepted standards, such as British Standards.
8. Notices	8.1 Any notice given by one party to the other pursuant to the Contract
	shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.
	in writing means communicated in written form with proof of receipt.
	8.2 A notice shall be effective when delivered or on the notice's effective
	date, whichever is later.
9. Governing	9.1 The Contract shall be governed by and interpreted in accordance with
Law	the laws of the Democratic Socialist Republic of Sri Lanka.
10. Settlement	10.1 The Purchaser and the Supplier shall make every effort to resolve
of Disputes	amicably by direct informal negotiation any disagreement or dispute
	arising between them under or in connection with the Contract.
	10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995. 10.3 Notwithstanding any reference to arbitration herein,
	under the Contract unless they otherwise agree; and

	(b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Scope of	11.1 The Goods and Related Services to be supplied shall be as specified
Supply	in the Schedule of Requirements.
12. Delivery	12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and
and	Completion of the Related Services shall be in accordance with the
Documents	Delivery and Completion Schedule specified in the Schedule of
Documents	· · · · · · · · · · · · · · · · · · ·
	Requirements. Where applicable the details of shipping and other
	documents to be furnished by the Supplier are specified in the Contract
	Data.
13. Supplier's	13.1 The Supplier shall supply all the Goods and Related Services
Responsibilities	included in the Scope of Supply in accordance with CC Clause 11, and the
	Delivery and Completion Schedule, as per CC Clause 12.
14. Contract	14.1 Prices charged by the Supplier for the Goods supplied and the
Price	Related Services performed under the Contract shall not vary from the
11100	prices quoted by the Supplier in its bid.
15. Terms of	15.1 The Contract Price, shall be paid as specified in the Contract Data.
	13.1 The Contract Frice, shall be paid as specified in the Contract Data.
Payment	45.2 The Countied and account for account to the U.S.
	15.2 The Supplier's request for payment shall be made to the Purchaser
	in writing, accompanied by invoices describing, as appropriate, the
	Goods delivered and Related Services performed, and by the documents
	submitted pursuant to CC Clause 12 and upon fulfillment of all other
	obligations stipulated in the Contract.
	15.3 Payments shall be made promptly by the Purchaser, but in no case
	later than twenty eight (28) days after submission of an invoice or
	request for payment by the Supplier, and after the Purchaser has
	accepted it.
16. Taxes and	16.1 The Supplier shall be entirely responsible for all taxes, duties, license
Duties	fees, etc., incurred until delivery of the contracted Goods to the
	Purchaser.
17.	17.1 If required as specified in the Contract Data, the Supplier shall,
Performance	within fourteen (14) days of the notification of contract award, provide
Security	a performance security of Ten percent (10%) of the Contract Price for the
	performance of the Contract.
	Period of performance security would be 12 months from the date of
	letter of award.
	17.2 The proceeds of the Performance Security shall be payable to the
	Purchaser as compensation for any loss resulting from the Supplier's
	failure to complete its obligations under the Contract.
	17.3 As specified in the Contract Data, the Performance Security, if
	required, shall be in Sri Lanka Rupees and shall be in the format
	stipulated by the Purchaser in the Contract Data, or in another format
	acceptable to the Purchaser.
	17.4 The Performance Security shall be discharged by the Purchaser and
	returned to the Supplier not later than twenty-eight (28) days following
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	the date of Completion of the Supplier's performance obligations under
	the Contract, including any warranty obligations.
18. Copyright	18.1 The copyright in all drawings, documents, and other materials
	containing data and information furnished to the Purchaser by the
	Supplier herein shall remain vested in the Supplier, or, if they are
	furnished to the Purchaser directly or through the Supplier by any third
	party, including suppliers of materials, the copyright in such materials
	shall remain vested in such third party.
19.	19.1 The Purchaser and the Supplier shall keep confidential and shall not,
Confidential	without the written consent of the other party hereto, divulge to any
Information	third party any documents, data, or other information furnished directly
	or indirectly by the other party hereto in connection with the Contract,
	whether such information has been furnished prior to, during or
	following completion or termination of the Contract. Notwithstanding
	the above, the Supplier may furnish to its Subcontractor such
	documents, data, and other information it receives from the Purchaser
	to the extent required for the Subcontractor to perform its work under
	the Contract, in which event the Supplier shall obtain from such
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	Subcontractor an undertaking of confidentiality similar to that imposed
	on the Supplier under CC Clause 19
	10.2 The Division and their such decreases date and other
	19.2 The Purchaser shall not use such documents, data, and other
	information received from the Supplier for any purposes unrelated to the
	contract. Similarly, the Supplier shall not use such documents, data, and
	other information received from the Purchaser for any purpose other
	than the performance of the Contract.
	40.3.71
	19.3 The above provisions of CC Clause 19 shall not in any way modify
	any undertaking of confidentiality given by either of the parties hereto
	prior to the date of the Contract in respect of the Supply or any part
	thereof.
	19.4 The provisions of CC Clause 19 shall survive completion or
	termination, for whatever reason, of the Contract.
20.	20.1 The Supplier shall notify the Purchaser in writing of all subcontracts
Subcontracting	awarded under the Contract if not already specified in the bid. Such
	notification, in the original bid or later shall not relieve the Supplier from
	any of its obligations, duties, responsibilities, or liability under the
	Contract.
	20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and
	7.
21.	21.1 Technical Specifications and Drawings
Specifications	(a) The Goods and Related Services supplied under this Contract shall
and Standards	conform to the technical specifications and standards mentioned in
	Section V, Schedule of Requirements and, when no applicable standard
	is mentioned, the standard shall be equivalent or superior to the official
	standards whose application is appropriate to the Goods' country of
	origin.
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	 (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser. (c) Wherever references are made in the Contract to codes and standards
	in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in
	any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.
22. Packing and	22.1 The Supplier shall pack the Goods as is required to prevent their
Documents	damage or deterioration during transit to their final destination, as indicated in the Contract.
23. Insurance	23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
24.	24.1 Unless otherwise specified in the Contract Data, responsibility for
Transportation	arranging transportation of the Goods shall be a responsibility of the supplier.
25. Inspections	25.1 The Supplier shall at its own expense and at no cost to the Purchaser
and Tests	carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.
	25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
	25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify

that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion

thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.

27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such

	proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
	28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
	28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
29. Limitation	29.1 Except in cases of criminal negligence or willful misconduct,
of Liability	
	(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
	(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
30. Change in Laws and Regulations	30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.
31. Force Majeure	31.1 The 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.

- 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition 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 is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments

- 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may

at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 34.2 Termination for Insolvency.
- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser 34.3 Termination for Convenience.
- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

	(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
	(i) to have any portion completed and delivered at the Contract terms and prices; and/or
	(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
35. Assignment	35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in
	part, their obligations under this Contract, except with prior written
	consent of the other party.

Section VIII

Contract Forms

1. Contract Agreement

THIS CONTRACT AGREEMENT is made
The day of ,
BETWEEN
(1) Accelerating Higher Education Expansion and Development (AHEAD) project University of Colombo, an agency of the Ministry of Higher Education And Cultural Affairs and having its principal place of business at 94, Cumaratunga Munidasa Mw, Colombo 03 (hereinafter called "the Purchaser"), and
(2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier").
WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz[insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called "the Contract Price").
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 Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
(a) This Contract Agreement
(b) Contract Data
(c) Conditions of Contract
(d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
(e) The Supplier's Bid and original Price Schedules

(f) The Purchaser's Notification of Award(g) [Add here any other document(s)]

- 3. 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 above.
- 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the 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 hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

For and on behalf of the Supplier

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

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

2. 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 Branco or Office]Beneficiary:[Name and Address of Employer]	h
	
Date:	
PERFORMANCE GUARANTEE No.:	
We have been informed that [name of Supplier] (hereinafter called "the Supplier' has entered into Contract No [Reference number of the contract] dated wit you, for the Supply of [name of contract and brief description] (hereinafte called "the Contract").	h
Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required. At the request of the Supplier, we	d ir n er
[Signature]	

3. Guarantee for Advance Payment

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: [insert date (as day, month, and year) of Bid Submission] ICB No. and title: [insert number and title of bidding process] [issuing agency's letterhead] Beneficiary: [insert legal name and address of Purchaser]

ADVANCE PAYMENT GUARANTEE No.: [insert Advance Payment Guarantee no.]

We, [insert legal name and address of issuing agency], have been informed that [insert complete name and address of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert date of Agreement] with you, for the supply of [insert types of Goods to be delivered] (hereinafter called "the Contract").

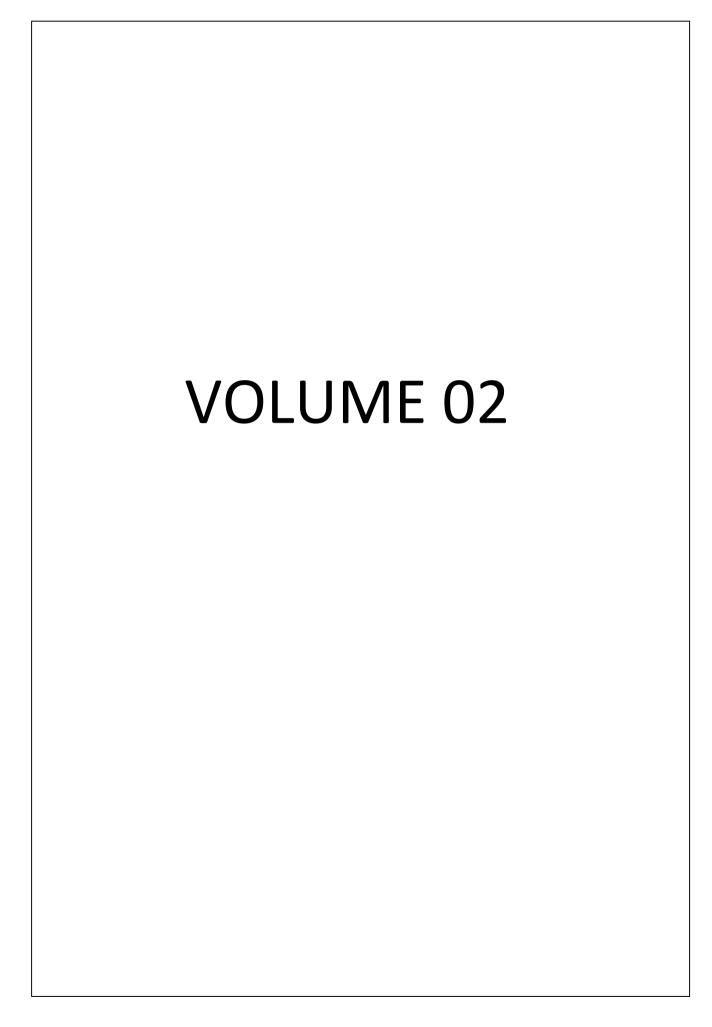
Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s)50in figures and words] upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account [insert number and domicile of the account]

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [insert dates].

[signature(s) of authorized representative(s) of the issuing agency]



Section II

Bidding Data Sheet (BDS)

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

[Instructions for completing the Bid Data Sheet are provided, as need, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: AHEAD project, University of Colombo
ITB 1.1	The name and identification number of the Contract are: Supply and Delivery of Lab & Teaching Equipment for the Institute of Agro- Technology and Rural Science, University of Colombo – AHEAD/NCB/ICE/IARS/2018/01
ITB 2.1	The source of funding is: World bank Credit/Grant #:6026-LK/8743-LK
ITB 4.4	Foreign bidders are allowed to participate in bidding: Not Allowed
	B. Contents of Bidding Documents
ITB 7.1	For clarification of bid purposes only, the Purchaser's address is: Attention: Director /OTS Address: University of Colombo, No. 94, Cumaratunga Munidasa Mawatha, Colombo 3. Telephone: 011 2595953 Facsimile Number: 011 2595953 C. Preparation of Bids
ITB 11.1 (e)	 Bidder should have at least 5 years' experience in the field of Lab & Teaching equipment Manufacturer Should have at least 10 years' experience in manufacturing the proposed brand of the item. All requirements should be compatible with the specification approved by the relevant national & international bodies. Bidder must submit the additional documents required in post qualification requirement, evaluation and qualification criteria, section iii

ITB14.3 The Bidders may quote following minimum quantities:

1. Supply of,

No	Item	Qty
1	Horizontal Laminar flow	3
2	Spectrophotometer	1
3	Distillation unit	1
4	Top loading Autoclave	3
5	Analytical balance	2
6	Microfuge	1
7	Gel electrophoresis unit (Horizontal)	2
8	Water bath	2
9	UV cross linker	1
10	Trinocular Microscope with LCD monitor and digital camera	1
11	PCR machine	2
12	Incubator	2
13	Hybridization oven	1
14	Mortar and pestle	10
15	Culture racks	10
16	Liquid nitrogen tank	1
17	Micro pipettes	20
18	DNA/RNA quantifier unit	1
19	Sterilization boxes	5
20	Image analyzer	1
21	Milli Q water purification unit	1
22	Dry oven	2
23	Light microscope	4
24	Fume hood	2
25	Gel documentation unit	1
26	Laboratory Shaker	2
27	Refrigerated centrifuge	1

ITB15.1 The bidder shall quote the local expenditure in Sri Lankan Rupees.

ITB17.3	Period of time the Goods are expected to be functioning (for the purpose of spare
11017.5	parts): not applicable
	parts). Not applicable
ITB 18.1 (b)	After sales service is : Required
ITB 19.1	The bid shall be valid until: 10 th April 2019
ITB 20.1	(a) Bid shall include a Unconditional on demand Bid Security (issued by any
	commercial bank) included in Section IV Bidding Forms; or
ITB 20.2	The amount of the bid security shall be :
	Rs. 160,000.00 (Rupees one hundred and sixty thousand)
	The validity period of the bid security shall be until: 10 th May 2019
	The beneficiary of the bid security shall be : The Vice-Chancellor, University of
	Colombo
	D. Submission and Opening of Bids
ITD 22.2 ()	
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks:
	Supply and Delivery of Lab & Teaching Equipment for the Institute of Agro-Technology
	and Rural Science, University of Colombo - AHEAD/NCB/ICE/IARS/2018/01
ITB 23.1	For bid submission purposes, the purchaser's address is:
	Attention / Chairman Department Breaurament Committee
	Attention: Chairman, Department Procurement Committee
	Address: University of Colombo,94, Cumaratunga Munidasa Mawatha, Colombo 3. The deadline for the submission of bids is:
	Date: 10 th January 2019
	Time: 2.30 p.m.
ITB 26.1	The Bid Opening shall take place at:
110 20.1	Address : Board Room
	University of Colombo, No 94, Cumaratunga Munidasa Mawatha, Colombo 3. Date: 10 th January 2019
	, ,
	Time: 2.30 p.m. (immediate after closing the bids)
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.3 (d)	The adjustments shall be determined using the following criteria, from amongst those
. ,	set out in Section III, Evaluation and Qualification Criteria:
	(a) Deviation in Delivery schedule:
	Option 2 is selected and the adjustment is 0.5% per week or part thereof
	(b) Deviation in payment schedule: Not applicable
	(c) The cost of major replacement components, mandatory spare parts and service:
ITD 27 4	Not applicable
ITB 35.4	The factors and methodology used for evaluation: Not applicable
ITB 35.5	Bidders shall be allowed to quote for one or more package/Items. (refer to Section III
	Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate)
ITB 37.2	Post-Qualification Requirements : required (Submit the relevant documents)

Section III

Evaluation and Qualification Criteria

1. Evaluation Criteria (ITB 35.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

(a) Delivery schedule

Option 1

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.

Option 2

The goods covered under this invitation are required to be delivered within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Option 3

The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of price per week of variation from the specified delivery schedule.

- a) Deviation in payment schedule.
- b) Bidders shall state their bid price for the payment schedule outlined in the Contract Data. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to

state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the Contract Data.

Or

- (ii) The Contract Data stipulate the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the Contract Data, at the rate per annum specified in BDS Sub-Clause 35.3 (d).
- (c) Cost of major replacement components, mandatory spare parts, and service.
- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 17.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only. Add quantities

Or

- (a) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 17.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.
- (d) Specific additional criteria

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in BDS Sub-Clause 35.3(d)

- 2. Evaluation Criteria (ITB 35.4) item wise
- 3. Multiple Contracts (ITB 35.5)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 37.2 Post-Qualification Requirements)

The Purchaser shall:

(a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.6

(b) take into account:

- (i) the lowest-evaluated bid for each lot and
- (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"

3. Post qualification Requirements (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

Qualification Criteria:

- (a) Bids may be submitted by any reputed supplier who has a registered business in Sri Lanka or any accredited local agent who takes fullest responsibility for the whole bid. The local agent shall submit evidence of status, obligations, power of attorney and any other documentary evidence that he is duly authorized and eligible to bid on behalf of the manufacturer.
- (b) The bidders should also have previous experience of at least five years in the supply &Delivery of Equipment also technical and financial capability necessary to perform the contract.
- (c) Bids will be rejected as non-responsive if documentary evidence in proof of above has not been provided.
- (d) If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security when required for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive.
- (e) Bidders should possess the Certificate of Business Registration issued by a Governmental Authority/Registrar of Companies/Provincial Registrar of Business in the relevant category.
- (f) Bidders offering goods under their own brand names should provide along with their bids a current certification/s of quality, in conformity with ISO. Bids not complying with this requirement may be treated as no-responsive.

4. Domestic Preference (ITB 34.1)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in Sri Lanka for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

(a) Group A: Bids offering goods manufactured in Sri Lanka, for which (i) labor, raw materials, and components from within Sri Lanka account for more than thirty (30) percent of the price quoted; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.

(b) Group B: All other bids

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group B, all Group B bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group B, for the purpose of further comparison only an amount equal to % of the bid price.

Section IV

Bidding Forms

Bid Submission Form

-	Bidder shall fill in this Form in accordance with the instructions indicated No alterations format shall be permitted and no substitutions shall be accepted.]
Date:	
No.:	
To: U	niversity of Colombo
We, t	he undersigned, declare that:
a)	We have examined and have no reservations to the Bidding Documents, including Addenda No.:
b)	We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services
	y and Delivery of Lab and Teaching Equipment to the Institute of Agro-Technology and Rural science, University of Colombo
c)	The total price of our Bid without VAT, including any discounts offered is:
d)	The total price of our Bid including VAT, and any discounts offered is:

- e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (I) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:	
In the capacity of	
Name:	
Duly authorized to sign tl	ne bid for and on behalf of:
Dated on	day of,,

Price Schedule

Serial No.	Item	Qty (Nos.)	All inclusive Unit Price (Excluding VAT) Rs.	All-inclusive Total Price (Excluding VAT) Rs.	VAT Rs.	All-inclusive Total Price (including VAT) Rs.
1	Horizontal Laminar flow	3				
2	Spectrophotometer	1				
3	Distillation unit	1				
4	Top loading Autoclave	3				
5	Analytical balance	2				
6	Microfuge	1				
7	Gel electrophoresis unit (Horizontal)	2				
8	Water bath	2				
9	UV cross linker	1				
10	Trinocular Microscope with LCD monitor and digital camera	1				
11	PCR machine	2				
12	Incubator	2				
13	Hybridization oven	1				
14	Mortar and pestle	10				
15	Culture racks	10				
16	Liquid nitrogen tank	1				
17	Micro pipettes	20				

18	DNA/RNA quantifier unit	1		
19	Sterilization boxes	5		
20	Image analyzer	1		
21	Milli Q water purification unit	1		
22	Dry oven	2		
23	Light microscope	4		
24	Fume hood	2		
25	Gel documentation unit	1		
26	Laboratory Shaker	2		
27	Refrigerated centrifuge	1		

Total price without Taxes (in SLR)
Total price without Taxes (in words)
Vat Registration No:
Total Price with VAT:
Total Price with VAT (in words) :
Maintenance Charges as a percentage of cost after the warranty period :
Name of the Authorized person :
Signature of the Authorized person :
Date :

Bid Guarantee

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]
Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.
At the request of the Bidder, we
(a) has withdrawn its Bid during the period of bid validity specified; or
(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.
This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to (insert date) Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that

date.....[signature(s) of authorized representative(s)]

Manufacturer's Authorization

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

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

No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

WHEREAS

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

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

Section V

Schedule of Requirements

1. Horizontal Laminar flow – 3 numbers

	Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
			Yes	No	
	Make (please specify)				
	Model (please specify)				
	Country of Origin (please specify)				
	Country of Manufacturing (please specify)				
	Year of manufacture (please specify)				
	Normal size	1.2 meters (4')			
External	Dimensions (W x D x H)			L	
	Without base stand	1340 x 797 x 1816mm 52.8" x 31.4" x 43.5"			
	With optional base stand 711mm(28) type	1340 x 797 x 1816mm 52.8" x 31.4 x 71.5"			
	Internal work area, dimensions (W x D x H)	1185 x 625 x 575mm 46.7" x 24.6" x 22.6			
	Internal work area, space	$0.74 \text{ m}^2 (7.96 \text{ sq.ft})$			
	Average airflow velocity	045m/s(90 fpm) at initial set point			
	Air volume	1099 m ³ /h (647 cfm)			
	ULPA filter typical efficiency	99.999% at particle size between 01. to 0.3μm			
	Sound Emission per IEST-RP-CC002.2*	57Dba			
	Fluorescent Lamp intensity at Zero ambient	1680 Lux (156 foot candles)			
Cabinet	construction				1
	Main body	1.2 mm (0.05") 18 gauge electro-gauge electro –galvanized steel with white oven – baked epoxy- polyester powder – coated finish			

Work zone	1.2 mm (0.05'') 18 gauge stainless steel, grade	
	304, with 4B finish	
Side wall	UV absorbing tempered glass, 5mm (0.2"),	
	colorless and transparent	
Electricity	220-240v, AC , 50Hz,	
Cabinet full load Amps (FLA)	2A	
Optional outlets FLA	5A	
Cabinet nominal power	390	
Cabinet BTU	1331	
Warranty	Warranted of 5 years after satisfactory	
·	installation and service agreement after the	
	warranty period.	
	, , , , , , , , , , , , , , , , , , ,	
Operation and	The supplier will have to carry out successful	
maintenance	installation at our laboratory premises (where	
training component	ever the system has to be installed) and provision	
	of on-site comprehensive training for scientific	
	personnel operating the system.	
	possession operating the system.	

2. **Spectrophotometer – 1 number**

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product Type	V-730 UV-Visible Spectrophotometer			
Optical System	Rowland off-circle arrangement Single monochromatic Double beam type			

Light source	Halogen lamp, Deuterium lamp	
Wavelength range	190 to 1100 nm	
Wavelength accuracy	+/-0.2 nm (at 656.1 nm)	
Wavelength repeatability	+/-0.1 nm	
Spectral bandwidth (SBW)	1 nm	
Stray light	1 % (198 nm KCL 12 g/L aqueous solution) 0.02 % (220 nm NaI 10 g/L aqueous solution) 0.02 % (340 nm NaNO2 50 g/L aqueous solution) 0.02 % (370 nm NaNO2 50 g/L aqueous solution) SBW: 1 nm	
Photometric range	-3~3 Abs	
Photometric accuracy	+/-0.0015 Abs (0 to 0.5 Abs) +/-0.0025 Abs (0.5 to 1 Abs) +/-0.3 %T Tested with NIST SRM 930D	
Scanning speed	10-8000 nm/min	
Power requirements	120 VA	
Installation requirements	Room temperature: 15-30 Celsius, humidity: below 85%	
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.	
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.	

3.Distillation unit – 1 number

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				

Country of Origin (please specify)			
Country of Manufacturing (please specify)			
Year of manufacture (please specify)			
Distillation capacity L/H	4.2		
Water consumption L/MIN	1		
Conductivity at 20°c	1		
Equipment, measures height x width xdepth(mm)	5105 x 90 x 170		
Packaging, measures height x width x depth (mm)	520 x 620 x 410		
Heaters W	1 x 3000		
Electricity, weight (kg)	230v-50/60 Hz -13A		
Equipment, weight (kg)	5.2		
Packaging, weight (kg)	9.5		
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.		
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.		

$4. Top\ Loading\ Autoclave-3\ numbers$

1	Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
			Yes	No	
1	Make (please specify)				
1	Model (please specify)				
	Country of Origin (please specify)				
	Country of Manufacturing (please specify)				
	Year of manufacture (please specify)				

Туре	 Top loading type Microprocessor PID controlled type Autoclave with VFD color display to indicated all parameters at same time Dual sensing lid interlock Fully automatic function 	
Standard modes	Decontamination, solids sterilization, liquid sterilization, melting	
Programmable modes	Liquid sterilization, Melting (Agar etc)	
Safety features	Power cut to heaters, over pressure and over temperature, low water levels, with audible and visual alarms Mechanical safety pressure release valve for emergency ventilation at over high pressure, detector to check the lid closed status Water /splash proof touch sensitive key pad	
Internal volume	85 liters	
Working temperature	Sterilizing 110 to 123°c, melting 60 to 100 °c	
Sterilization temperature	121°c	
Timer	0 to 999 minutes	
Power supply	220-240Hz	
Accessories	Stainless steel wire baskets 2 nos Exhaust bottles and trays Exhaust tubing Operation manual etc	
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.	
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of onsite comprehensive training for scientific personnel operating the system.	

5.Analytical balance – 2 numbers

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product Type	Analytical balance			
Maximum Capacity	220 g/82 g			
Readability	0.1 mg; 0.01 mg			
Repeatability (Test Weight)	0.08 mg; 0.02 mg (200 g)			
Minimum Weight (USP, 0.1%, typical)	30 mg			
Adjustment	Internal / FACT			
Weighing Pan Diameter	80 mm			
Display	High contrast display (HCD)			
Legal for Trade	No			
Settling Time	8 s			
Repeatability (typical)	0.05 g; 0.015 mg			
Interfaces	RS232 and USB			
Dimensions (DxHxW)	358 mm x 331 mm x 247 mm			
Evaporation Trap	Yes			
Housing	Die-cast aluminum, plastic PA-12			
Linearity ±	0.2 mg			
Linearity, typically	0.06 mg			
Warranty	Warranted of 3 years after satisfactory installation and service agreement after the warranty period.			

Operation and maintenance training component	The supplier will have to carry out successful		
	installation at our laboratory premises (where ever		
	the system has to be installed) and provision of		
	on-site comprehensive training for scientific		
	personnel operating the system.		

6.Microfuge – 1 number

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product Type	Micro centrifuge			
Capacity	24 x 1.5/2mL			
Max. Speed	14,800rpm			
Max. RCF	21,100 x g			
Noise Level	56dbA			
Temperature Range	Ambient temperature			
Certifications/Compliance	CSA, CE, IVD			
Type	Benchtop Centrifuge			
Includes	Dual Row 18 x 2.0/0.5mL rotor with screw-on lid			
Description	Heraeus Pico 21 Centrifuge, Ventilated			
Electrical Requirements	120V 60Hz			
Refrigerated	No			
Run Time	1 to 99min (1min increments); HOLD			
Standards	IEC 61010-1, IEC 61010-2-020 (refer to manual for more details)			
Product Line	Thermo Scientific Heraeus			
Dimensions (HWD)	8.9 x 9.6 x 13.8in. (22.5 x 24.3 x 35.2cm)			

Net Weight	23.1lb. (10.5kg)		
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.		
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.		

7. Gel electrophoresis unit (Horizontal) -2 numbers

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product Type	Horizontal gel electrophoresis			
Gel (WxL cm)	20 x 20			
Unit (WxLxH cm)	23 x 39.5 x 9			
Buffer volume	1,200 mL			
Max sample capacity	450			
Supplied combs	20*tooth (2)			
	40* tooth (2)			
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.			

Operation and maintenance train	ning component	The supplier will have to carry out successful		
		installation at our laboratory premises (where ever		
		the system has to be installed) and provision of		
		on-site comprehensive training for scientific		
		personnel operating the system.		

8. Water Bath- 2 numbers

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product type	Water bath shaker			
Temperature				
Range	Ambient +2°C to 100°C			
Accuracy	±0.1°C			
Setting	Membrane keypad			
Control	Microprocessor			
Display	Digital to 0.1 °c			
Shaking				
Mode	Reciprocating			
Speed	10 to 200 oscillations/min			
Display	Digital tachometer			
Timer	99 hours and 59 minutes in 1 minute increments			
	or for continuous operation			
Motor	Maintenance free, brushless			
Heater	1500 watts			
Dimensions				
Overall, W x D x H	40.1 x 16.0 x 15.7)(102 x 41 x 40) cm			

Bath, W x D x H	(31.5 x 14.1 x 7.5) in(80 x 36 x 19) cm	
Bath Capacity	54 liters	
Platform, W x D	(24.4 x 11.8) in(62 x 30) cm	
power source	120V (220V available), 50/60Hz, 1500VA	
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.	
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.	

9.UV cross linker – 1 number

Minimum Technical Specification	Mandatory Specification	Bidder's	s Response	Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product Type	UV Link ultra Violet Cross-linker			
exterior Dimensions	305 x 360 x 350 mm, w x d x h			
Interior Dimensions	330 x 260 x 145 mm, w x d x h			
Weight	10.5 kg			
Wavelength	254, 312, or 365 nm			
Tubes	5 x 8-Watt UV tubes for the wavelength specified.			
Control	9 preset exposure times (user selectable 0 - 999 minutes)			

Voltage	110 V or 230 V AC		
Price	USD \$ 2150		
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.		
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.		

${\bf 10.} Trinocular\ Microscope\ with\ LCD\ monitor\ and\ digital\ camera-1\ number$

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product Type	Compound Biological Trinocular Digital Microscope with Camera and Software (5.0MP), Touch Screen LCD and Infinite Optical System			
Optical System	Infinite optical system			
Viewing Head	SeidentopfTrinocular Viewing Head, Inclined at 30°, 360° Rotatable, Interpapillary 50-75mm, Light Distribution: 20:80			
Eyepiece	WF10×/20			
Objective	Infinity E-Plan objectives 4X, 10X, 40X (S), 100X (Oil) (S) (Plan 20X & Plan 60X(S) are optional)			
Nosepiece	Backward Quadruple Nosepiece Backward Quintuple Nosepiece (optional)			
Focusing	Coaxial Coarse & Fine Focusing knobs, Travel Range: 26mm, Scale:2um			

Stage	Stage Size: 145×140mm, Cross Travel 76×52mm, Two Slide Holder		
Condenser	Abbe condenser NA 1.25 with Iris Diaphragm		
Illumination	6V/20W Halogen lamp, Brightness adjustable LED Illumination can be supplied upon request		
Filter	Blue (Green and yellow filters are optional.)		
Dark Field	N.A.0.9 (Dry) Dark Field Attachment (optional)		
Polarizing Attachment	Analyzer/Polarizer (optional)		
Phase Contrast Unit	With Infinite Plan Objectives $10 \times /20 \times /40 \times /100 \times$ (optional)		
Fluorescence Unit	Epi Fluorescence unit (three-hole slide) (B,G, 100W mercury lamp) (optional)		
CPU	dual-core 1.5GHz		
Display	9.7inch Color LCD Touch Screen (1024*768)		
Storage	Support External SD Card(Come with 8G), Maximum Capacity Up to 32GB,		
	Sensor: 1/2.5" (4:3), 5Mega Pixel Color CMOS Sensor, Aptina MT9P001 Resolution: 2592H × 1944V Pixel Size: 2.2um × 2.2um Dynamic Range: 66.5dB		
Camera	Sensitivity: 0.53V/lux sec(550nm),A/D Conversion: 8 bit, Frame Rate: 1280 × 720@15fps, 640 × 480@30fps Shutter: Electronic Rolling Shutter (ERS),White Balance: Auto/Manual Exposure: Auto/Manual		
I/O	SD Memory Card Slot,DC5V Power Supply On/Off Button		
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.		
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of onsite comprehensive training for scientific personnel operating the system.		

11.PCR Machine- 2 numbers

Minimum Technical Specification	Mandatory Specification	Bidder'	s Response	Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Maximum block ramp rate	6°C/sec			
Block temperature range	4º C to 99ºc			
Temperature accuracy	+/- 0.2 ⁰ (@ 95 ⁰ C)			
Temperature uniformity	+/- 0.4 ⁰ (@ 95 ⁰ C)			
Gradient	Yes			
Gradient temperature range	30° C to 99°			
Maximum gradient	30° C			
Volume capacity	10-100 μL			
Memory capacity	10,000 protocols			
Pre-loaded protocols	Yes			
PCR Wizard	Yes			
Display size	7 inches			
Display resolution	800 x 480			
Display type	Full touch screen			
Ports	2 x USB 2.0			
Dimensions	41L2 x 8W x 27H			
Weight	12.4Kg			
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.			
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.			

12.Incubator – 2 numbers

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments	
		Yes	No		
Make (please specify)					
Model (please specify)					
Country of Origin (please specify)					
Country of Manufacturing (please specify)					
Year of manufacture (please specify)					
Product Type	Compact Microbiological Incubators				
Convection Technology	Mechanical convection				
Volume (English) Chamber	0.65 cu. ft.				
Volume (Metric) Chamber	18L				
Voltage	100-240V				
Hertz	50/60Hz				
Height (English) Exterior	16.3 in.				
Height (Metric) Exterior	41.5cm				
Width (English) Exterior	10.2 in.				
Width (Metric) Exterior	26cm				
Length (English) Exterior	18.5 in.				
Length (Metric) Exterior	47cm				
Height (English) Interior	12.2 in.				
Height (Metric) Interior	31cm				
Width (English) Interior	7.1 in.				
Width (Metric) Interior	18cm				
Depth (English) Interior	11.4 in.				
Depth (Metric) Interior	29cm				
Wattage	45w				
Weight (English)	15.9 lb.				

Weight (Metric)	7.2kg	
Amperage	0.45 to 0.85A	
Control	LED display	
Temperature Uniformity	±1.2°°C	
Temperature Stability	±0.2°°C	
Shelves	2 supplied/ 3 max.	
Max. Shelf Load	4.4 lb.	
Plug Type	US Nema 5-15	
Temperature Range (Metric)	17° to 40°C	
Certifications/Compliance	cCSAus, CE	
Dimensions (L x W x H) Exterior	18.5 x 10.2 x 16.3 in. (47 x 26 x 41.5cm)	
Dimensions (D x W x H) Interior	11.4 x 7.1 x 12.2 in. (29 x 18 x 31cm)	
Electrical Requirements	100-240V 50/60Hz	
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.	
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.	

${\bf 13. Hybridization\ oven-1\ number}$

Minimum Technical Specification	Mandatory Specification	Bidder's	s Response	Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product Type	Hybridization Oven			
Dimensions:	18" W x 21" D x 20" H			
Product Size:	1 each			
Weight:	67pounds			
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.			
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.			

$14. Mortar\ and\ pestle-10\ numbers$

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product Type	Motor and pestle			

Туре	Motor and Pestle Set		
Capacity	500 ml		
Length	165 M		
Material	Porcelain		
Warranty	2 years		

15.Culture Racks – 10 numbers

Minimum Technical Specification	Mandatory Specification	Bidder's Response Comm		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product Type	Tissue Culture racks			
Construction	Tissue rack are made of tubular mild steel pipes duly painted for longer life / made of aluminum			
Racks	Each rack of size 48"x12" (depth) is covered with thick unbreakable flexi glass / sunmica paste duro board. Which are terminate and insect proof fire and weather resistant. Distance between each rack is 15"			
Lighting	Four fluorescent tubes are properly illuminated by diffused, glare free fluorescent lights are built in upper portion in worktable			
Chocks	All fluorescent tubes chocks are fitted outside of rack. If desired to avoid heat dissipation inside the rack.			
Timer	0-24 Hours Digital Timers are provided of tissue culture rack.			

Control Panels	All control panels are fitted tops of tissue culture racks. On/Off switch of fluorescent tubes. All control panels are fitted separately in each rack with indicator light.		
Easy Mobility	The whole rack is provided with four nos. castor wheels at the bottom for easy mobility to any place.		
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.		

16.Liquid nitrogen tank – 1 number

Minimum Technical Specification	Mandatory Specification	Bidder'	s Response	Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product Type	Liquid nitrogen tank			
Design temperature range	-320o f to +100o f ,196o c to + 38o c			
Insulation system	vacuum and multi – layer insulation			
Inner vessel material	SA – 240 – 304 stainless steel			
Outer vessel material	heads – SA – 36 carbon steel. shell – A10111, HSLAS GR50 CL1 carbon steel			
Equivalent thickness ref steel	4.50 mm.			
Water capacity at 200C	8,404 litres , 2220 gal			
Max. permissible gross mass (MPGM)	11,940 kg , 25000lb			
Unladen (tare) mass	4,282 kg , 9440 lb.			
Heat influx rate	73.3 watts for nitrogen, refrigerated liquid			

Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.		
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.		

$17.Micro\ pipettes-20\ numbers$

	Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
			Yes	No	
Volu	me range -0.1~2(μL)	·	•		
	Make (please specify)				
	Model (please specify)				
	Country of Origin (please specify)				
	Country of Manufacturing (please specify)				
	Year of manufacture (please specify)				
	Product Type	Autoclavable micro pipette and tips			
	Volume setting	Digital settings			
	Volume range(μL)	0.1~2			
	Increments (µL)	0.002			
	Usable tips	0.1-10 μL			
	Durability /Strength	Seal ring for the Premium is tested dispensing / aspirating 600,000 times, Nozzle top is highly abrasion tolerant, on corrosive ceramic is used for the plunger.			
	Stability and precision	Hyper Blower System, longer second-push stroke, improves dispensing efficiency, Easy-Calibration function provides simple lab calibration. Hand temperature doesn't permeate through the body of the pipette which works to avoid affecting volume measurement.			

Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.	
Volume range - 0.5~10(μL)		
Make (please specify)		
Model (please specify)		
Country of Origin (please specify)		
Country of Manufacturing (please specify)		
Year of manufacture (please specify)		
Product Type	Autoclavable micro pipette and pipette tips	
Volume setting	Digital settings	
Volume range(μL)	0.5~10	
Increments (µL)	0.01	
Usable tips	0.1 - 10μL	
Durability /Strength	Seal ring for the Premium is tested dispensing / aspirating 600,000 times, Nozzle top is highly abrasion tolerant, on corrosive ceramic is used for the plunger.	
Stability and precision	Hyper Blower System, longer second-push stroke, improves dispensing efficiency, Easy-Calibration function provides simple lab calibration. Hand temperature doesn't permeate through the body of the pipette which works to avoid affecting volume measurement.	
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.	
Volume range ((μL) 10~100		
Make (please specify)		
Model (please specify)		
Country of Origin (please specify)		
Country of Manufacturing (please specify)		

Year of manufacture (please specify)		
Product Type	Autoclavable micro pipette and pipette tips	
Volume setting	Digital settings	
Volume range(μL)	10~100	
Increments(µL)	0.1	
Usable tips	$1-100~\mu L, 1-200~\mu L$	
Durability /Strength	Seal ring for the Premium is tested dispensing / aspirating 600,000 times, Nozzle top is highly abrasion tolerant, on corrosive ceramic is used for the plunger.	
Stability and precision	Hyper Blower System, longer second-push stroke, improves dispensing efficiency, Easy-Calibration function provides simple lab calibration. Hand temperature doesn't permeate through the body of the pipette which works to avoid affecting volume measurement.	
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.	
Volume range ((μL) 2~200		
Make (please specify)		
Model (please specify)		
Country of Origin (please specify)		
Country of Manufacturing (please specify)		
Year of manufacture (please specify)		
Product Type	Autoclavable micro pipette and pipette tips	
Volume setting	Digital settings	
Volume range((μL)	2~200	
Increments(µL)	0.2	
Usable tips	$1-200~\mu L$	

Durability /Strength	Seal ring for the Premium is tested dispensing / aspirating 600,000 times, Nozzle top is highly abrasion tolerant, on corrosive ceramic is used for the plunger.	
Stability and precision	Hyper Blower System, longer second-push stroke, improves dispensing efficiency, Easy-Calibration function provides simple lab calibration. Hand temperature doesn't permeate through the body of the pipette which works to avoid affecting volume measurement.	
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period	
Volume range ((μL) 100~1000		1
Make (please specify)		
Model (please specify)		
Country of Origin (please specify)		
Country of Manufacturing (please specify)		
Year of manufacture (please specify)		
Product Type	Autoclavable micro pipette and pipette tips	
Volume setting	Digital settings	
Volume range((μL)	100~1000	
Increments(µL)	0.2	
Usable tips	$100 - 1000 \mu L$	
Durability /Strength	Seal ring for the Premium is tested dispensing / aspirating 600,000 times, Nozzle top is highly abrasion tolerant, on corrosive ceramic is used for the plunger.	
Stability and precision	Hyper Blower System, longer second-push stroke, improves dispensing efficiency, Easy-Calibration function provides simple lab calibration. Hand temperature doesn't permeate through the body of the pipette which works to avoid affecting volume measurement.	

Warranty	Warranted of 5 years after satisfactory	
	installation and service agreement after the	
	warranty period	

18.DNA/RNA quantifier unit – 1 number

Minimum Technical Specification	Mandatory Specification	Bidder's	Response	Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Work	Fluorescence			
Usable concentration range	0.05–2,000 pictograms/μL			
Detection	Quantification only			
Selectivity	Assays are selective for dsDNA/ssDNA/RNA			
Preparation	Requires reagent preparation and mixing with samples and measurement of standards.			
Need a standard curve	Yes			
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period			
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.			

19.Sterilization box with filter – 5 numbers

Minimum Technical Specification	Mandatory Specification	Bidder's	Response	Comments
		Yes	No	
		168	NO	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Type of instrument	Container			
Instrument grade	Aluminum			
Warranty	3 years			

20.Image Analyzer- 1 number

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				

<u> </u>	
Stereo Zoom Microscope	 Zoom Ratio:8:1 Standard Mag:10x80x Resolution:600 LP/mm Optics:Apochromatically corrected zoom lens system Tube:Trinocular with 38° angle and 100%, 0% visual/photo & 100% visual/photo beam spiller:Working distance 75 mm Eyepieces:10X Eye pieces Max.Magnification:3.2x640x. With working distance upto 200 mm Illlumination:Fibre optics cold liquid illumination Stand:Basic stand with zero stat antistatic polymer Microscope cover should be ESD resistant.
Colour Ccd Camera(specs 3.3)	i. Y/C Video signal outpur ii. Modulation of 25% at 200 line pair iii. Video noise-5% at peak to peak video iv. Linearity – no distartion measurable v. Image Area – 6.4 x 4.8 mm (1/2" tube) vi. Single CCD vii. Resolution – 760 x 574 pixel viii. O – mount 0.5% - Medium sensitivity

Image Capture Board (STD)	i. Provide image digitization from Standard Resolution	
image Capture Board (STD)	TV Signals.	
	ii. RS-170 and CCIR mono Y/C or RGB video inpur	
	iii. Real time transfer to PC memory and image display.	
	iv. Multiple video inputs, upto 4 channels	
	v. PC1 bus master for transfers upto 45 MB/sec	
	vi. Occupies single PC1 slot in PC	
	vii. Square pixel acquisition	
	viii. Acquisition facilities includes:-	
	viii. Acquisition facilities includes	
	a) Adjust gain and offset of video source	
	b) Display of real time image histogram	
	c) Display of black and white level values of video	
	signal	
	d) Display of white level scale	
	e) Display of live monochrome or colour image in	
	window	
	ix. Image pre-processing include:-	
	a) Shading correction on acquired image.	
	b) Store shading pattern to/from disk file	
	c) Set shading pattern on blank field	
	d) Apply contrast enhancement via look up table	
	e) Select from inverse, square, auto-contrast, etc., all	
	f) Applied in real time so that effect is immediately	
	displayed	
Minimum Computer / Pc Configuration	CPU Pentium IV 2.7 GHz and above; 512 MB	
	RAM;1.44 MB Floppy drive;120 GB Hard Disk	
	Drive; High Speed DVD/CD Rom 52 X: Serial and	
	parallel ports; Keyboard (IOS), Mouse and Mouse	
	Pad; Preloaded latest MS Windows Versions;SVGA	
	Monitor size 15";Modem 56K;latest anti-virus	
	SOLOMAN & NORTON 107 keys keyboard/ MS	
	Windows XP Preloaded/ Compatible Inkjet printer to be	
	provided	

Power supply	Power input to be 220-240VAC, 50Hz Voltage corrector/stabilizer of appropriate ratings meeting ISI Specifications. (Input 160-260 V and output 220-240 V and 50 Hz) Suitable UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the		
Standard, safety and training	Should be FDA, CE,UL or BIS approved product Manufacturer/Supplier should have ISO certification for quality standards.		
Documentation	User/Technical/Maintenance manuals to be supplied in English Certificate of calibration and inspection. List of important spare parts and accessories with their part number and costing. List of equipment available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.		
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period		
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.		

21.Milli Q water purification unit – 1 number

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				

Resistivity at 25 °C¹	Typically 10-15 MΩ•cm	
TOC	< 30 ppb	
Production flow Rate	3 L/h (Milli-Q [®] Integral 3) 5 L/h (Milli-Q [®] Integral 5) 10 L/h (Milli-Q [®] Integral 10) 15 L/h (Milli-Q [®] Integral 15)	
Particulates (size $> 0.22 \mu m)^2$	< 1 particulate/mL	
Bacteria ^{2,3}	< 0.1 CFU/mL	
Pyrogens (endotoxins) ³	< 0.001 EU/mL	
RNases ³	< 0.01 ng/mL	
DNases ³	$< 4 \text{ pg/}\mu\text{L}$	
Flow Rate	Up to 2 L/min	
Feed water quality	Potable tap water as described in US-EPA, EP and WHO norms	
Feed water connection	½" Gaz M	
Feed water pressure*	1 - 6 bar	
Feed water temperature	5 - 35 °C	

Dimensions (H x W x D)	500 x 332 x 484 mm (19.7 x 13.0 x 19.0 in)	
Operating weight	24 - 28 kg (52.9 - 61.7 lb)	
Electric power supply voltage	100 - 230 V +/- 10%	
Electric power supply frequency	50 - 60 Hz +/- 10%	
Milli-Q [®] Integral main unit data connection	Ethernet (RJ45)	
Q-pod and E-pod dispensers		
Dimensions (H x D)	579 x 230 mm (22.8 x 9.0 in)	
Operating weight	4.7 kg (12.1 lb)	
Dispenser tubing length	0.8 m (31.5 in)	
Distance from production unit to Q-POD®	2.9 m (9.5 ft)	
Electric power cable length	2.9 m (9.5 ft)	
Q-POD® data connection	Parallel port (25-pin D-Sub)	
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period	
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision	

of on-site comprehensive training for scientific		
personnel operating the system.		

22.Dry Oven – 2 numbers

Minimum Technical Specification	Mandatory Specification	Bidder's	s Response	Comments	
		Yes	No		
Make (please specify)					
Model (please specify)					
Country of Origin (please specify)					
Country of Manufacturing (please specify)					
Year of manufacture (please specify)					
Туре	Advanced Protocol				
Size	Table top				
Temperature range	50-330°C				
Temp. uniformity/stability	Best performance				
Gravity convection	Choice				
Mechanical convection	Choice				
Adjustable fan speed	5 speeds				
Timer function	Choice of weekly, hourly or real time				
Programmable	Yes				
Automatic under temp. alarm	Yes				
Door alarm	Yes				
Lockable door	Yes				
Exterior finish	Coated steel				
Electrical requirements	Global				
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period				
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.				

23.Light Microscope – 4 numbers

Minimum Technical Specification	Mandatory Specification	Bidder's	Response	Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Bright field, Laboratory microscope for routine applications.	Yes			
Trinocular head	inclined 30° and rotatable 360°. Diopter adjustment on left eyepiece. Interpupillary adjustment 50-75 mm.			
Eyepieces	Wide field 10X/20mm with extra WF 20X			
Lenses	Antifungal treated, Lead free			
Objectives	Plan Achromatic 4x/0.1, 10x/0.25, 40x/0.65,60X/0.8, 100x/1.25 oil			
Stage	Double layer with mechanical sliding stage, size 175x140mm, X-Y movement range 75x50mm, specimen holder for double slide. Belt drive in X direction. Vernier scale on X-Y axes, accuracy 0,1mm.			
Condenser	1.25 N.A Abbe type Condenser, centarable, Adjustable height and Iris diaphragm,			
Filter holder with blue, green and yellow filters	Yes			
Focusing-	Coaxial coarse and fine focusing mechanism (graduated) with upper stop, to prevent the contact Between objective and specimen. Adjustable tension of coarse focusing knob.			

Illumination	Light source LED type with white LED, light intensity control using a knob on. LED power 3W.	
Voltage	external power supply 100/240V, 50/60Hz.	
Spare parts availability	10Years	
Local Agent authorization letters	Yes	
List of users for Identical model	Yes	
Accessories	20X WF Eye piece, Micrometer eyepieces pair WF10X/20 mm, Lenses cleaner, immersion oil	
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period	
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.	

24.Fume Hood – 2 numbers

Minimum Technical Specification	Mandatory Specification	Bidder's R	esponse	Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
External Dimensions	6 x 3 x 7 or more (for 6 ft fume hoods).			
(W x D x H) ft	8 x 3 x 7 or more (for 8 ft fume hoods)			
Material of construction	Chemical resistant, heat resistant and fire retardant epoxy resin coated			
(Exterior and Interior)	durable steel fabrication. Interior fabrication must meet ASTM flame spread index <25.			
Sash (Shutter)	a. Vertical rising movement operated using rope pulley mechanism.b. Clear operable height 2.5 ft or better			
	c. Transparent thick tempered safety glass (toughened) 5 mm or more. Minimum withstand pressure 15,000 psi (testing certificate must be			

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Cab	oinet	a. Two cabinets of size 3 H x 3 W ft size each (for 6 ft fume hood)		
		and two cabinets of size 3 H x 4 W ft size each (for 8 ft fume hood)		
		with removable horizontal partition.		
		b. Interior MOC chemical resistant powder-coated/lining steel		
		fabrication, fire proof pre-lam/chipboard cabinet.		
		c. Proper or magnetic locking of doors.		
		d. Two separate exhaust ports connected to the fume hood exhaust		
		system internally.		
Exh	naust system	Exhaust should be smooth without any turbulence and noise level		
		<70 db (at 1 meter from fume hood)		
Mis	scellaneous	a. Venders will be responsible for FRP ducting to duct out fume hood		
		(duct length should be quoted separately).		
		b. Must meet ASHRAE 110-95 and other necessary standards for		
		proper functioning.		
		c. Each fume should have its own control for operation.		
War	rranty	Warranted of 5 years after satisfactory installation and service agreement		
		after the warranty period		
Ope	eration and maintenance training	The supplier will have to carry out successful installation at our		
com	nponent	laboratory premises (where ever the system has to be installed) and		
		provision of on-site comprehensive training for scientific personnel		
		operating the system.		

25.Gel documentation unit – 1 number

Minimum Technical Specification	Mandatory Specification	Bidder's l	Response	Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Cabinet	Pull out sliding built in trans illuminator			
White light and white light table	As standard			

Viewing window	Yes for gel observation with amber filter	
Blue light	Yes, 470 nm	
Filters for camera	Sybr green(520nm) and Etbr Filters (620nm) as standard	
Certifications	CE and others	
Display	LED Display	
Software	Supply with 1D gel analysis software	
Software features	Quantify, Density analysis with computer	
Image storage and connection	PC, Gel doc to PC via USB	
Field of view	26x21 cm	
Dimensions (WxLxH) cm	40x40x55	
Camera Specifications		
Type	CMOS Camera	
Lens	6mm, F1.2	
Resolution	(2592x1944) 5 Megapixel scientific grade	
Camera video out put	12 Bit	
Pixel size	2.2μmx2.2μm	
Field of view	11x14cm for 16 mm lens	
Emission filters	Ethedium bromide/ SYBR standard and yellow amber, orange amber filters optional	
Warranty		
	Warranted of 5 years after satisfactory installation and service agreement after the warranty period	
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for	

26.Laboratory Shaker – 2 numbers

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product Type	Single Tier Orbital Shaker			
Control System	Micro controller-based controller			
 Program Memory	5 preset programs			
Platform	Universal Platform to accommodate interchangeable clamps of assorted sizes for different capacity of flasks			
Auto restart	Auto- restart at preset RPM in case of power failure			
Display	"LED"			
Material of construction	Mild steel powder coated			
Power	Works on 230 V AC single phase 50Hz			
Timer	999 hrs.			
Motor	Brushless Induction Motor			
Drive	VFD (Variable Frequency Drive)			
Amplitude	50 mm			
Documentation	LABTOP will provide IQ, OQ, PQ documents with Material Test Certificates and Calibration reports			
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.			

Operation and	The supplier will have to carry out successful
maintenance	installation at our laboratory premises (where
training component	ever the system has to be installed) and provision
	of on-site comprehensive training for scientific
	personnel operating the system.

${\bf 27. Refrigerated\ centrifuge-1\ number}$

Minimum Technical Specification	Mandatory Specification	Bidder's Response		Comments
		Yes	No	
Make (please specify)				
Model (please specify)				
Country of Origin (please specify)				
Country of Manufacturing (please specify)				
Year of manufacture (please specify)				
Product Type	Floor standing Refrigerated centrifuge			
Maximum speed (rpm)	4,500rpm (TX-150 rotor); 17,850rpm (Micro Click 24 x 2 rotor)			
Maximum RCF (x g)	3,260 x g (TX-150 rotor); 30,279 x g (Micro Click 24 x 2 rotor)			
Max. capacity	4x 145mL (with TX-150 rotor); 6 x 50mL (with HIGH Conic rotor)			
Length (English) Exterior	20.5 in.			
Height (English) Open Cover	45.6 to 47.6 in., adjustable			
Height (Metric) Exterior	79 to 84cm			
Height (English) Exterior	30.7 to 32.7 in., adjustable			
Height (Metric) Open Cover	117 to 122cm			
Length (Metric) Exterior	52cm			

Noise Level	<52 dBA (with Micro Click 24 x 2 rotor); <56 dBA with all rotors	
Safety Features	Auto-Lock rotor exchange system, SMART Spin imbalance detection system, certified Click Seal biocontainment lids	
Temperature Range (Metric)	-10° to +40°C	
Wattage	850w	
Width (English) Exterior	18.3 in.	
Width (Metric) Exterior	47cm	
Accel/Decel Profiles	2 (standard and soft)	
Electrical Requirements	230V 60Hz	
Temperature Range (Metric)	-10° to +40°C	
Dimensions (HWD)	30.7 to 32.7 x 18.3 x 20.5 (79 to 84 x 47 x 52cm)	
Drive System	Direct, brushless induction drive	
Net Weight	191 lb. (87kg)	
Program Storage	3 direct program buttons, plus 96 additional programs accessible via folder, all with alphanumeric program naming	
Warranty	Warranted of 5 years after satisfactory installation and service agreement after the warranty period.	
Operation and maintenance training component	The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provision of on-site comprehensive training for scientific personnel operating the system.	

Delivery Schedule

Serial No.	Description of Goods	Earliest Delivery	Bidder's response
01.	Supply and Delivery of Lab & Teaching Equipment – AHEAD/NCB/ICE/IARS/2018/01 Delivery Destination: Institute for Agro-Technology and Rural Sciences, University of Colombo, Weligatta New Town, Hambantota.	2-3 weeks ***	
02	All requirements should be compatible with the specification approved by the relevant national & International bodies.		
03	University has the right to increase or decrease the quantity of the item.		

^{***} From the Date of Letter of award

Section VII

Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1(i)	The Purchaser is: AHEAD Project, University of Colombo		
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: Institute for Agro-Technology		
	and Rural Sciences, University of Colombo, Weligatta New Town, Hambantota		
CC 8.1	For notices, the Purchaser's address shall be:		
	Attention: Deputy Director Procurement		
	Address: University of Colombo, 94, Cumaratunga Munidasa Mawatha., Colombo 3.		
	Telephone: 011-2595953		
CC 15.1	CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:		
	Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.		
	In the case of an advance payment, a 20% payment shall be made against an invoice and an unconditional bank guarantee for the equivalent amount and in the form provided in the bidding documents.		
CC 17.1	A Performance Security - 10% Period of performance security would be 12 months from the date of letter of award		
CC 26.1	The liquidated damage shall be: 1% of the contract value per week		
CC 26.1	The maximum amount of liquidated damages shall be: 10 % of the Contract Value		