



Procurement of  
Good & Service  
National Competitive  
Bidding (NCB)  
Invitation of Quotations  
For  
**Procurement of Laboratory Equipment  
for the Sri Lanka Institute of  
Biotechnology**  
Contract No: SLIBTEC/PROC/130/NCB/Good & Service/ Laboratory Equip-  
ment

Sri Lanka Institute of Biotechnology Pvt Ltd, Phase I Building, Mahenwatta, Thala-  
gala Rd, Pitipana, Homagama

## Invitation for Bids (IFB)

### NATIONAL COMPETITIVE BIDDING (NCB)

#### Procurement of Laboratory Equipment for the Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama

Contract No: SLIBTEC/PROC/130/NCB/G&S/Laboratory Equipment

1. The Chairperson, Department Procurement Committee of Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC) invites sealed bids from the eligible & qualified bidders for **Procurement of Laboratory Equipment for the SLIBTEC, Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama.**
2. To be eligible for contract award, the successful bidder, shall not have been blacklisted, shall have Business Registration in relevant field as per the qualification criteria.
3. Interested bidders may obtain further information from Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama; Telephone 0113 431 844, Electronic mail address: [slibtec@gmail.com](mailto:slibtec@gmail.com), [Info@slibtec.gov.lk](mailto:Info@slibtec.gov.lk) and inspect the bidding documents from 09.30 am to 15.30 pm on working days at Procurement Department of SLIBTEC / available on the SLIBTEC Web site. (<https://www.slibtec.gov.lk/procurement>).
4. A complete set of Bidding Documents in English language can be downloaded from the SLIBTEC Website (<https://www.slibtec.gov.lk/procurement>) by interested bidders from **18<sup>th</sup> March 2024 to 05<sup>th</sup> April 2024**. Prebid meeting will be held on **20<sup>th</sup> March 2024 at 10.30 am** at the address aforementioned.
5. The payment of non-refundable fee of LKR 4,000 should be deposited to the Bank A/c No. **049-1-001-7-0067474 – Sri Lanka Institute of Biotechnology Pvt Ltd, Peoples Bank, Homagama Branch**, (Note: Please Fill the Depositor's Details and Purpose of Deposit in the Cash Deposit Slip as “Non-Refundable Tender Fee” and it is mandatory to submit the aforesaid original cash deposit slip with the Bid. The payment should be made in cash and other payments are not allowed).
6. Bids must be delivered in duplicate to the address: Chairperson, Department Procurement Committee, Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama on or before **05<sup>th</sup> April 2024, 2.30pm**. **Late bids will be rejected**. Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
7. Bids shall be valid for **60 days** from the date of Bid Opening and all bids shall be accompanied by a bid security of **LKR 200,000**, Bid Security shall be valid up to 28 days beyond the date

of Bid validity date (**02<sup>nd</sup> July 2024**).

8. An employee or a firm and/or an individual that has a close family relationship with an employee of the Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC) and any other institution under the control of the Ministry of Education shall not be eligible for award of the contract.

**Chairperson**

**Department Procurement Committee**

**Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC)**

**18<sup>th</sup> March 2024**

## Section I. Instructions to Bidders (ITB)

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

### 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 Funds
  - 2.1 Payments under this contract will be financed by the source specified 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 Actions, 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 Action. 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](http://www.npa.gov.lk).

4.4 Foreign Bidder may submit a bid only if so stated in the in

the BDS.

5. Eligible Goods and Related Services
- 5.1 All goods supplied under this contract shall be complied with applicable 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.

#### Contents of Bidding Documents

6. Sections of Bidding Documents
- 6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

##### Volume 1

- Section I. Instructions to Bidders (ITB)
- Section V. Conditions of Contract (CC)
- Section VII. Contract Forms

##### Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Bidding Forms
- Section IV. Schedule of Requirements
- Section VI. 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 Bidding Documents
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the 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 of Bidding Documents
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 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

#### 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 Bid
- 11.1 The Bid shall comprise the following:
- (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 Submission Form and Price Schedules 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
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 particulars, 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 Establishing the Qualifications of the Bidder
- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (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;
  - (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 Validity of Bids
- 19.1 Bids shall remain valid until the date specified in the BDS. A bid valid 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 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 a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, [www.npa.gov.lk](http://www.npa.gov.lk).
  - (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;
- (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;
  - (ii) furnish a Performance Security in accordance with ITB Clause 43.

## 21. Format and Signing of Bid

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.

### Submission and Opening of Bids

#### 22. Submission, Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand.

- (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 Submission of Bids

23.1 Bids must be received by the Purchaser at the address and no later 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 is 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-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.

### 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 post-qualification 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. Responsiveness of Bids
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 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 Omissions

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.

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.

30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

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

expressed in words is related to an 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 Evaluation
- 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.
- 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 to Single Currency
- 34.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the 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 Preference
- 34.1 Domestic preference shall be a factor in bid evaluation only if stated 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 Bids
- 35.1 The Purchaser shall evaluate each bid that has been determined, up 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.
- 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance
36. Comparison of Bids

with ITB Clause 35.

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| 37. Postqualification 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.  |

#### 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 which ever 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.
- 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
43. Performance Security
- 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 above-mentioned 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 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.

<b>ITB Clause Reference</b>	<b>A. General</b>
<b>ITB 1.1</b>	<b>The Purchaser is:</b> Sri Lanka Institute of Biotechnology Pvt. Ltd (SLIBTEC)
<b>ITB 1.1</b>	<b>The name and identification number of the Contract are:</b> Procurement of Laboratory Equipment for SLIBTEC Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama (Contract No: SLIBTEC/PROC/130/NCB/G&S/Laboratory Equipment)
<b>ITB 2.1</b>	<b>The source of funding is:</b> Government of Sri Lanka
<b>ITB 4.4</b>	Foreign bidders are not allowed to participate in bidding.
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is: Attention: Procurement Department Address: Sri Lanka Institute of Biotechnology Pvt. Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Road, Pitipana, Homagama Telephone: 011 3431 844 Electronic mail address: <a href="mailto:navoda.balasooriya@slibtec.gov.lk">navoda.balasooriya@slibtec.gov.lk</a>
	<b>C. Preparation of Bids</b>
<b>ITB 11.1 (e)</b>	<b>The Bidder shall submit the following General Information documents.</b> (To be furnished documentary evidence for the following). All documents submitted by photocopies shall be authenticated by Attorney at Law <ul style="list-style-type: none"> <li>• Should be in the business continuously for last <b>Five years</b> and should be a Manufacturer or authorized representative from Manufacturer who must have manufactured and supplied satisfactorily similar products for at least during the last <b>Two years</b> continuously.</li> <li>• The Bidder should furnish information on past supplies and their satisfactory performance for last <b>Two</b> years.</li> </ul>

	<ul style="list-style-type: none"> <li>• The Bidder should submit the following documents along with the Bid; <ul style="list-style-type: none"> <li>- Certificate of Business Registration or Incorporation (Certified photocopy)</li> <li>- Records for the last <b>Two</b> years in the supply of similar products to government/ other institutions. (Certified photocopy).</li> <li>- Manufacture’s Authorization (original)</li> </ul> </li> </ul>
<b>ITB 14.3</b>	The bidders may quote for minimum quantities as mentioned in the list of goods and delivery schedule
<b>ITB 15.1</b>	The bidder shall quote in Sri Lankan Rupees
<b>ITB 18.1 (b)</b>	After sales service is required
<b>ITB 19.1</b>	The bid shall be valid until <b>60 days</b> from the date of bid opening
<b>ITB 20.1</b>	Bid shall include a Bid Security (issued by bank) strictly in accordance with the form included in Section IV Bidding Forms
<b>ITB 20.2</b>	<p>The amount of the Bid Security shall be LKR <b>200,000</b></p> <p>The validity period of the bid security shall be <b>88 Days</b> from the date of bid opening.</p>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.2</b>	<p>The Bidder shall seal the original and the copy of the Bids in two separate covers, duly marked as “<b>ORIGINAL OF BIDDING PROPOSAL</b>” and “<b>COPY OF BIDDING PROPOSAL</b>”. The two covers shall then be sealed as inner covers in the Envelope. The original cover shall include the originals and the copy shall include copies of the following;</p> <ul style="list-style-type: none"> <li>• Invitation for Bid</li> <li>• Bidding Data Sheet</li> <li>• Evaluation and Qualification Criteria</li> <li>• Schedule of Requirements</li> <li>• Contract Data</li> <li>• Power of Attorney or Board Resolution for the authentication of the Signature for the Bid</li> <li>• Duly filled and signed form of Bid</li> <li>• Bid Security</li> <li>• Duly filled Section IX – Schedules with documentary evidence</li> <li>• Duly Signed Manufactures Authorization Form</li> <li>• Other information requested in Bidding Data clause 11.1(e); and</li> <li>• Any other information, bidder may wish to include</li> </ul>

<b>ITB 23.1</b>	<p>For bid submission purposes, the Purchaser's address is:  Attention: Chairperson, Department Procurement Committee  Address: Sri Lanka Institute of Biotechnology Pvt. Ltd (SLIBTEC),  Phase I Building, Mahenwatta, Thalagala Road, Pitipana, Homagama.  The deadline for the submission of bids is as mentioned in Invitation for Bids</p>
<b>ITB 26.1</b>	<p>The bid opening shall take place at the same time in following address.  Address: Corporate Area, Ground Floor, Sri Lanka Institute of Biotechnology Pvt. Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Road, Pitipana, Homagama.</p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 35.4</b>	<p>The following factors and methodology will be used for evaluation:  The bids will be first evaluated for technical compliance. Then from the bids that complied with all technical requirements, the least quoted bid will be selected.  Bidder will be bound to deliver one or more items awarded as specified in the letter of award.  Other factors that will be considered for evaluation are (List and describe the methodology):</p>
<b>ITB 35.5</b>	<p>Bidders <b>shall only be</b> allowed to quote for all items in a particular lot.  Partial quotations for items in a particular lot will be treated as non-responsive &amp; rejected.</p>

## **Section III. Bidding Forms**

### **Contents**

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## **Bid Submission Form**

**NAME OF CONTRACT:** Procurement of Laboratory Equipment for the  
SLIBTEC, Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama  
**Contract -** SLIBTEC/PROC/130/NCB/G&S/Laboratory Equipment

**To:**

The Chairperson  
Department Procurement Committee  
Sri Lanka Institute of Biotechnology Pvt. Ltd (SLIBTEC)  
Phase I Building  
Mahenwatta  
Thalagala Road  
Pitipana  
Homagama

We, the 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 [*\* insert a brief description of the Goods and Related Services*];
- (c) The total price of our Bid without VAT, including any discounts offered is: [*insert the total bid price in words and figures*]; .....  
.....  
.....
- (d) The total price of our Bid including VAT, and any discounts offered is: [*insert the total bid price in words and figures*]; .....  
.....  
.....
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, 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.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*  
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

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

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## PRICE SCHEDULE

*[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

1	2	3	4	5	6	7	8	9	10
<b>Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)</b>									
<b>A</b>									
Item No.	Description of Goods or related services	Qty and unit	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)
1	BSL II cabinet	1 Unit							
2	Tri gas CO <sub>2</sub> incubator	1 Unit							
3	CO <sub>2</sub> Cylinder	2 Units							
4	N <sub>2</sub> Cylinder	1 Unit							
5	Regulator for CO <sub>2</sub> Cylinder	2 Units							
6	Regulator for N <sub>2</sub> Cylinders	1 Unit							
7	Inverted phase contrast fluorescence microscope	1 Unit							
8	Multichannel pipette (8 channel; 20 - 200 µl)	1 Unit							

9	Micropipettes 1-10 μl	1 Unit							
10	Micropipettes 2- 20μl	1 Unit							
11	Micropipettes 20- 200μl	1 Unit							
12	Micropipettes 100- 1000μl	1 Unit							
13	Micropipette stand	1 Unit							
14	Automated digital cell imaging and counting device	1 Unit							
15	Freeze dryer	1 Unit							
16	Multi plate reader	1 Unit							
17	Bench top refrigerated centrifuge	1 Unit							
18	High Speed Centrifuge Machine	1 Unit							
						<b>Total</b>			

<sup>1</sup> Write the discounted price if any

## Bid Security (Guarantee)

*[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]*

----- *[insert issuing agency's name, and address of issuing branch or office]* -----

**Beneficiary: Chief Operating Officer, Sri Lanka Institute of Biotechnology Pvt Ltd,  
Phase 1 Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama**

**Date:**----- *[insert (by issuing agency) date]*

**BID GUARANTEE No.:** ----- *[insert (by issuing agency) number]*

We have been informed that ----- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated-----*[insert (by issuing agency) date]* (hereinafter called "The Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. -----  
--- *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----  
----- *[insert amount in figures]* ----- *[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to 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)]*

## Bid-Securing Declaration

Date: ----- *[insert date by bidder]*

Name of contract **SLIBTEC/PROC/130/NCB/G&S/Laboratory Equipment**

Contract Identification N° **SLIBTEC/PROC/130/NCB/G&S/Laboratory Equipment**

Invitation for Bid No: **130**

To: **Chief Operating Officer, Sri Lanka Institute of Biotechnology (Pvt) Ltd**

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have been invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of *three years* starting on *the latest date set for closing of bids of this bid*, if we:
  - (a) withdraw our Bid during the period of bid validity period specified; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
  - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are 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; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

## **Manufacturer's Authorization**

*[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.]*

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

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## **Section IV. Schedule of Requirements**

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2. List of Related Services and Completion Schedule .....	3
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## 1. List of Goods and Delivery Schedule

*[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]*

Item No	Description of Goods	Quantity	Unit	Final (Project Site) Destination as specified in BDS	Delivery date
1	BSL II cabinet	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
2	Tri gas CO <sub>2</sub> incubator	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
3	CO <sub>2</sub> Cylinder	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
4	N <sub>2</sub> Cylinder	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
5	Regulator for CO <sub>2</sub> Cylinder	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
6	Regulator for N <sub>2</sub> Cylinders	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
7	Inverted phase contrast fluorescence microscope	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	



8	Multichannel pipette (8 channel; 20 – 200 µl)	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
9	Micropipettes 1-10 µl	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
10	Micropipettes 2-20µl	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
11	Micropipettes 20-200µl	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
12	Micropipettes 100-1000µl	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
13	Micropipette stand	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
14	Automated digital cell imaging and counting device	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
15	Freeze dryer	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
16	Multi plate reader	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
17	Bench top refrigerated centrifuge	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	

18	High Speed Centrifuge Machine	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	
	Note: Technical specification related to above items are referred to the section 03: Technical Specifications				

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1 Refer ITB 17.3 and list accordingly

## 2. List of Related Services and Completion Schedule

*[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates]*

Service	Description of Service	Quantity	Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
1	BSL II cabinet	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
2	Tri gas CO <sub>2</sub> incubator	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
3	CO <sub>2</sub> Cylinder	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
4	N <sub>2</sub> Cylinder	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
5	Regulator for CO <sub>2</sub> Cylinder	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
6	Regulator for N <sub>2</sub> Cylinders	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
7	Inverted phase contrast fluorescence microscope	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
8	Multichannel pipette (8 channel; 20 – 200 µl)	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award

9	Micropipettes 1-10 µl	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
10	Micropipettes 2-20µl	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
11	Micropipettes 20-200µl	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
12	Micropipettes 100-1000µl	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
13	Micropipette stand	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
14	Automated digital cell imaging and counting device	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
15	Freeze dryer	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
16	Multi plate reader	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
17	Bench top refrigerated centrifuge	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
18	High Speed Centrifuge Machine	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 45 Days from the date of award
	Note: Technical specification related to above items are referred to the section 03: Technical Specifications				

1. If applicable

### **3. Technical Specifications**

*[The Technical specifications may be provided in the following format. The bidder shall fill the columns 5 and 6. Bidder's failure to provide the information requested in the columns 5 and 6 may be a reason for the rejection of the bid. If any discrepancy is observed between the information provided by the bidder in the columns 5 and 6 and the other technical information attached to the bid, the information provided herein shall take precedence.]*

*Column 5 Mark the sub-components that the Purchaser will consider as critical during the evaluation as "C"*

Item No	Specification	Requirement	Priority	Bidders Response (Yes / No)	Remarks
01	Equipment	Biosafety Cabinet - BSL 2			
	General	It should be compatible with mammalian cell culture (Primary and immortalized). BSLII should ensure a controlled and safe environment for working with cell lines, cultures, and potentially hazardous materials. This specific type of cabinet is designed to provide both operator protection and environmental safety in the context of cell culture activities. Should have other relevant standard accessories.			
	Grade	Research			
	Power requirement	220-240 VAC, ~50 Hz			
	Filter	ULPA (Ultra Low Penetration Air) or better system for animal cell culture			
	Control system	Digital display with easy mode operation should have audible and visual alarms Should display all safety information on one screen Selectable fast operation			
	Airflow	Stable, despite building voltage fluctuations & filter loading			
	Cabinet	Stainless steel side walls, negative pressure system			
	Size	4/5 ft			
Documentation	1. Manufacture product catalogues with the requested information 2. Manufacture authorization for the bidder to represent them 3. Bidder should have an excellent after sales facility with trained technicians and parts available locally to carry out any service/ repair immediately 4. Local Agent should submit a letter from the manufacturer				

		confirming spare parts availability for 5 years. 5. Local Agent should provide a warranty for the instrument from the manufacturer for 2 years or more.			
	Standards	Should have to have applicable international and national standard certificates			
	Warranty	3 Years Warranty			
	Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period			
	Spare parts availability	Should be available spare parts for the Next 10 Years			

Item No	Specification	Requirement	Priority	Bidders Response (Yes / No)	Remarks
02	Equipment	Tri gas CO <sub>2</sub> incubator			
	General	To grow and maintain cell cultures with minimum and approved fluctuation range in the temperature and CO <sub>2</sub> %. Direct heat and air jacket. Should have other relevant standard accessories.			
	Grade	Research			
	Power requirement	220-240 VAC, ~50 Hz			
	Filter	ULPA (Ultra Low Penetration Air) or ISO Class 5 HEPA filtration or any better system to remove the contaminants clearly with certificates.			
	Temperature	+3°C temperature to 55°C or better. Adjustable in 0.1°C increments. 90°C moist heat decontamination cycle. Temperature fluctuation should be less than or equal to ± 0.1 °C.			

		Minimum temperature fluctuations during the opening of doors.			
Doors		4 or more adjustable chambers, Separate doors for chambers			
Volume		Approximately 165 L, dimensions should be tallied with the volume			
CO <sub>2</sub>		CO <sub>2</sub> Range: 1-20% (adjustable). CO <sub>2</sub> Uniformity: ±0.1% at 5% CO <sub>2</sub> . CO <sub>2</sub> Sensor			
O <sub>2</sub> concentration range		1 to 20%, should be able to change			
Humidity Control		Humidity Range <93% at 37°C relative humidity. Humidity System: Water reservoir and advanced humidity management for optimal cell growth conditions.			
Air Circulation		Advanced airflow system to ensure even distribution of temperature, humidity, and CO <sub>2</sub> throughout the chamber			
Display and Interface		Touchscreen LCD display or suitable for easy monitoring and control of parameters. Intuitive user interface for setting and adjusting parameters.			
Alarm System:		Audible and visual alarms for temperature deviations, CO <sub>2</sub> level fluctuations, and door open alerts. Better if it has remote alarm capabilities for notifications via message to mobile phone, but this is not an essential			
Wireless Monitoring System		Cloud space or any other methods to monitor conditions inside CO <sub>2</sub> incubators or better system.			
Sterilization:		High-temperature inbuilt sterilization cycle to ensure a sterile environment before introducing cultures			



Door and Sealing:	Double-sealed door with a transparent observation window for easy monitoring without affecting internal conditions. Magnetic door gasket for a secure seal or better			
Safety Features:	Over-temperature protection to prevent overheating. Independent temperature and CO <sub>2</sub> control circuits for redundancy. Backup power source to maintain conditions during power interruptions. CO <sub>2</sub> concentration monitoring to prevent excessive build-up.			
Documentation	1. Manufacture product catalogues with the requested information 2. Manufacture authorization for the bidder to represent them 3. Bidder should have a good aftersales facility with trained technicians and parts available locally to carry out any service/ repair immediately 4. Local Agent should submit a letter from the manufacturer confirming spare parts availability for 5 years. 5. Local Agent should provide a warranty for the instrument from the manufacturer for 2 years or more."			
Warranty	3 Years Warranty			
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period			
Spare parts availability	Should be available spare parts for the Next 10 Years			

Item No	Specification	Requirement	Priority	Bidders Response (Yes / No)	Remarks
03	Equipment	CO <sub>2</sub> Cylinder			
	General	Quality metal materials should match the standards in Sri Lanka and be able to connect and be used with the tri-gas incubator.			
	Grade	Research			
	Warranty and support	should provide a warranty for the instrument from the manufacturer for 2 years or more			

Item No	Specification	Requirement	Priority	Bidders Response (Yes / No)	Remarks
04	Equipment	N <sub>2</sub> Cylinder			
	General	Quality metal materials should match the standards in Sri Lanka and be able to connect and be used with the tri-gas incubator.			
	Grade	Research			
	Warranty and support	should provide a warranty for the instrument from the manufacturer for 2 years or more			

Item No	Specification	Requirement	Priority	Bidders Response (Yes / No)	Remarks
05	Equipment	Regulator for CO <sub>2</sub> Cylinder			
	General	Quality metal materials should match the standards in Sri Lanka			

		and be able to connect and be used with the tri-gas incubator.			
	Grade	Research			
	Warranty and support	should provide a warranty for the instrument from the manufacturer for 2 years or more			

Item No	Specification	Requirement	Priority	Bidders Response (Yes / No)	Remarks
06	Equipment	Regulator for N <sub>2</sub> Cylinders			
	General	Quality metal materials should match the standards in Sri Lanka and be able to connect and be used with the tri-gas incubator.			
	Grade	Research			
	Warranty and support	should provide a warranty for the instrument from the manufacturer for 2 years or more			

Item No	Specification	Minimum Requirement	Priority	Bidders Response (Yes / No)	Remarks
07	Equipment	Inverted phase contrast fluorescence microscope with imaging facility			
	General	Four colour epi fluorescent imaging (UV, blue, green and red excitation) and Bright field, phase contrast, differential interference contrast (DIC) and epifluorescence imaging. Separate UV source. Zero drift compensation (ZDC) focuses control for time-lapse imaging or any other live cell imaging method. Should have other			

		relevant standard accessories. Should be able to upgrade. Monitor or display system for visualization			
Grade		Research			
Optical System		Infinity-corrected optical system for excellent image quality and flexibility			
Magnification Range		Set of objectives with a range of magnifications (10x, 20x, 40x, 60x, 100x) air and oil immersion or more advanced.			
Fluorescence Filters		Multiple sets of fluorescence filters for various fluorophores and imaging applications, High-quality objectives optimized for fluorescence imaging. Easy-to-change motorized filter cube system for efficient fluorophore switching.			
Phase Contrast Imaging		Specialized objectives for phase contrast imaging. Integrated phase annuli for different objectives and condenser settings. Condenser with phase rings for optimal phase contrast imaging. Excellent phase contrast optics for transparent sample visualization. Capability for bright field imaging for standard sample observation.			
Camera and Imaging		High-resolution digital camera with appropriate pixel size and sensitivity for fluorescence and phase contrast imaging.			
Camera Interface		USB 3.0 or higher interface for rapid image transfer to a computer. Suitable computer facility. Comprehensive imaging software for capturing, analyzing, and managing fluorescence and phase contrast images.			
Mechanical and Stage		Motorized XY stage with precise control for accurate sample positioning.			
Documentation		1. Manufacture product catalogues with the requested information 2. Manufacture authorization for the bidder to represent them 3. Bidder should have a good aftersales facility with trained technicians and parts available locally to carry out any service/			

		<p>repair immediately</p> <p>4. Local Agent should submit a letter from the manufacturer confirming spare parts availability for 5 years.</p> <p>5. Local Agent should provide a warranty for the instrument from the manufacturer for 2 years or more."</p> <p>6. Manufacturer should offer responsive customer support for technical assistance and servicing</p>			
	Other	Ability to capture images/video and store metadata for documentation. Software features for adding annotations and measurements to images. Built-in safety features for user and sample protection. Compliance with relevant safety and quality standards. Microscope system designed with modular components for future upgrades. Compatibility with a range of cameras for future camera upgrades. Availability of software updates for improved features and compatibility. Request			
	Warranty	3 Years Warranty			
	Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period			
	Spare parts availability	Should be available spare parts for the Next 10 Years			

Item No	Specification	Minimum Requirement	Priority	Bidders Response (Yes / No)	Remarks
08	Equipment	A multichannel pipette.			
	General	This item should comply with the 96 standard well plate/cell			

		culture plates to measure accurately and efficiently dispensing liquid volumes across multiple sample wells or containers simultaneously.			
Grade		Research			
Volume, Accuracy, and precision		Range 20- 200 $\mu$ L, At 20 $\mu$ L - $\pm 3$ (AC%), $\leq 0.6$ (Precision error CV%) At 100 $\mu$ L - $\pm 1$ (AC%), $\leq 0.4$ (Precision error CV%) At 200 $\mu$ L - $\pm 0.9$ (AC%), $\leq 0.3$ (Precision error CV%) or better volume specifications.			
Number of Channels		8-channel channel models.			
Adjustability		Ensure the pipette is adjustable, allowing it to set different volumes within the specified range.			
Ergonomics		A comfortable and ergonomic design with features such as a lightweight body, adjustable finger rest, and easy-to-use controls can reduce user fatigue during long pipetting sessions.			
Calibration and Calibration Certificate		The pipette should have an internationally accepted calibration certificate.			
Pipette tips		The pipette should be compatible with 20 - 200 $\mu$ L standard tip sizes			
Ability to autoclave		Should be able to autoclave, UV-resistant			
Display and Controls		The pipette should have an easy-to-read display that shows the set volume and other relevant information. User-friendly controls for adjusting volumes should also be available.			
Body		Plunger materials should be ceramic for chemical resistance, corrosion-proof, and abrasive The resin material of the ejector pipe could enhance high tolerance			

		to the solvents and prevent damage to the glasses			
		The pipette should be able to dispense liquids that have smaller molecular weights without any residue adhering to tip's inside wall PTFE (Fluorine resin) is used in the airtight chamber of the pipette.			
		Volume display should be made of durable glass			
		A complete seal on every channel			
		Easy single-hand lock lever			
		The pipette should be a non-greasing type pipette			
		The pipette should be with a Hyper Blower System			
		Compatible with universal tip sizes			
	Documentation	<ol style="list-style-type: none"> <li>1. Manufacture product catalogues with the requested information</li> <li>2. Manufacture authorization for the bidder to represent them</li> <li>3. Bidder should have a good aftersales facility with trained technicians and parts available locally to carry out any service/ repair immediately</li> <li>4. Local Agent should submit a letter from the manufacturer confirming spare parts availability for 5 years.</li> <li>5. Local Agent should provide a warranty for the instrument from the manufacturer for 2 years or more.</li> </ol>			
	Other accessories	All the included			
	Warranty	3 Years Warranty			
	Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period			
	Spare parts availability	Should be available spare parts for the Next 10 Years			

Item No	Specification	Minimum Requirement	Priority	Bidders Response (Yes / No)	Remarks
9,10,11, 12 & 13	Equipment	Micropipettes 1-10 $\mu$ L, 2-20 $\mu$ L, 20- 200 $\mu$ L, 100-1000 $\mu$ L			
	General	To measure the volumes precisely in microliters for animal cell culture work and drug testing			
	Grade	Research			
	Display	Digital Volume setting, UV-resistant Micropipette			
	Autoclave	Fully autoclavable at 121°C for 20 minutes			
	Body	Plunger materials should be ceramic for chemical resistance, corrosion-proof, and abrasive The resin material of the ejector pipe could enhance high tolerance to the solvents and prevent damage to the glasses			
		The pipette should be able to dispense liquids that have smaller molecular weights without any residue adhering to the tip's inside wall PTFE (Fluorine resin) is used in the airtight chamber of the pipette.			
		Volume display should be made of durable glass			
		Easy single-hand lock lever			
		The pipette should be a non-greasing type pipette			
		The pipette should be with a Hyper Blower System			
		Compatible with universal tip sizes			
Accuracy %	For 2 -20 $\mu$ L Pipette 2 $\mu$ L $\pm$ 5.0 10 $\mu$ L $\pm$ 1.0 20 $\mu$ L $\pm$ 1.0				



		<p>For 20 -200 <math>\mu\text{L}</math> Pipette  20 <math>\mu\text{L} \pm 1.0</math>  100 <math>\mu\text{L} \pm 0.8</math>  200 <math>\mu\text{L} \pm 0.8</math></p> <p>For 100 -1000 <math>\mu\text{L}</math> Pipette  100 <math>\mu\text{L} \pm 1.0</math>  500 <math>\mu\text{L} \pm 0.8</math>  1000 <math>\mu\text{L} \pm 0.7</math></p>			
	Precision %	<p>For 2 -20 <math>\mu\text{L}</math> Pipette  2 <math>\mu\text{L} \leq 3.0</math>  10 <math>\mu\text{L} \leq 1.0</math>  20 <math>\mu\text{L} \leq 0.4</math></p> <p>For 20 -200 <math>\mu\text{L}</math> Pipette  20 <math>\mu\text{L} \leq 0.5</math>  100 <math>\mu\text{L} \leq 0.3</math>  200 <math>\mu\text{L} \leq 0.2</math></p> <p>For 100 -1000 <math>\mu\text{L}</math> Pipette  100 <math>\mu\text{L} \leq 0.5</math>  500 <math>\mu\text{L} \leq 0.3</math>  1000 <math>\mu\text{L} \leq 0.2</math></p>			
	Spare parts	Please attach major consuming spare parts list			
	Documentation	1. Manufacture product catalogues with the requested information 2. Manufacture authorization for the bidder to represent them 3. Bidder should have a good aftersales facility with trained			

		<p>technicians and parts available locally to carry out any service/ repair immediately</p> <p>4. Local Agent should submit a letter from the manufacturer confirming spare parts availability for 5 years.</p> <p>5. Local Agent should provide a warranty for the instrument from the manufacturer for 2 years or more.</p>			
	Certifications	The pipettes should have certificates of standards (international or national certificates), which is essential to operationalize in Sri Lanka			
	Warranty	3 Years Warranty			
	Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period			
	Spare parts availability	Should be available spare parts for the Next 10 Years			

Item No	Specification	Minimum Requirement	Priority	Bidders Response (Yes / No)	Remarks
14	Equipment	Automated digital cell imaging and counting device			
	Processing time	Faster analysis			
	Grade	Research			
	Sample concentration range	$1 \times 10^3$ - $1 \times 10^7$ cells/mL or higher range			
	Cell diameter range	~4-60 $\mu$ m or suitable, which is compatible with measuring the aforementioned mammalian cell types			
	Required sample	Lower suitable volume to the system			

	volume				
	Cell types	Adherent cell, non-adherent cells, spheroid, and organoid cultures			
	USB drive	32 GB or more (FAT32-, ex FAT-, or NTSF-compatible)			
	Additional	USB drive for storing and transferring data Reusable Slide Holder Cell Counting Chamber Slides (Qty 50 or more ) Power cord and 4 plug adaptors to accommodate Sri Lanka Machine-built software and updates			
	User bias	Reduced user bias			
	Instruments can be used to count cells	Haemocytometer or in-vessel measurement or glass slide			
	Data storage and online access	Individual user profiles with customizable settings Convenient, web-based cloud service for data storage			
	Optics	better optical magnification system with an excellent capturing system			
	Documentation	1. Manufacture product catalogues with the requested information 2. Manufacture authorization for the bidder to represent them 3. Bidder should have a good aftersales facility with trained technicians and parts available locally to carry out any service/ repair immediately 4. Local Agent should submit a letter from the manufacturer confirming spare parts availability for 5 years. 5. Local Agent should provide a warranty for the instrument from the manufacturer for 2 years or more.			
	Warranty	3 Years Warranty			
	Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period			

	Spare parts availability	Should be available spare parts for the Next 10 Years			
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Item No	Specification	Minimum Requirement	Priority	Bidders Response (Yes / No)	Remarks
15	Equipment	Laboratory freeze dryer			
	General	Freeze drying, also known as lyophilization, is a process that involves removing water from a product while preserving its structure and biological activity. This equipment is for preparing different biological extracts on a laboratory scale. This should be well-suited for handling biological materials. Should have other relevant standard accessories, including vacuum pump, material trays, material rack, Conical mouth flaks, switch valves, nitrogen gas filling valves, Electric defrost function, oil mist filter, wide mouth flaks, and other relevant parts.			
	Grade	Research			
	Capacity	Should have a capacity of approximately 10 liters for the condenser and chamber to accommodate a reasonable amount of biological samples			
	Temperature Control:	The temperature range should be adjustable from around - 80°C to +60°C for different drying requirements. Precise temperature control with an accuracy of at least ±1°C.			
	Vacuum System	Powerful vacuum pump with an ultimate vacuum of ≤ 5 or better pressure range to preserve the biological activities of the extracts. Ability to adjust and control vacuum levels as needed.			
	Condenser Capacity	The condenser capacity should match the chamber's capacity to ensure efficient moisture removal.			

		Condenser ice-holding capacity should be sufficient for extended runs.			
	Process Monitoring and Control	A programmed control system with a digital display for monitoring temperature, pressure, and other relevant parameters. Sensors for pressure and temperature measurement inside the chamber and condenser			
	Tray or Flask Capacity	Multiple shelves or trays to accommodate a variety of sample containers, including flasks, vials, and trays. Adjustable shelf height to accommodate different sample sizes.			
	Vacuum Pump	Built-in oil-free or oil-sealed vacuum pump or any other technique capable of handling biological materials without contamination.			
	Sterilization and Cleaning	Stainless steel construction for easy cleaning and sterilization. Gasket materials that are compatible with sterilization methods (autoclaving, chemical disinfection).			
	Pre-Freezing Capability	Option for pre-freezing samples before the primary freeze-drying process. Pre-freezing should be programmable and controlled			
	Sample Protection	Gentle ramp-up and ramp-down of temperature to protect biological activity and structural integrity. Option to introduce inert gas (nitrogen) for protection against oxidation.			
	Refrigerant	CFC-free or environmentally friendly method			
	User Interface	User-friendly touch-screen interface or any other suitable for easy programming and operation. It is better to have the ability to save and recall drying protocols (optional).			

Condenser Defrosting	Automatic defrosting cycle to remove ice build-up from the condenser. Option for manual defrosting if needed.			
Safety features	Over temperature and overpressure protection. Door lock with interlock to prevent opening during operation. Alarm systems for abnormal conditions.			
Power Requirements	~220-240 VAC, ~50 Hz			
Dimensions and Weight	Suitable dimensions for a laboratory setup. Reasonable weight for ease of transport and installation			
Documentation	1. Manufacture product catalogues with the requested information 2. Manufacture authorization for the bidder to represent them 3. Bidder should have a good aftersales facility with trained technicians and parts available locally to carry out any service/ repair immediately 4. Local Agent should submit a letter from the manufacturer confirming spare parts availability for 5 years. 5. Local Agent should provide a warranty for the instrument from the manufacturer for 2 years or more."			
Certifications	The laboratory freeze dryer should comply with relevant safety and performance standards (international or national certificates), which is essential to operationalize in Sri Lanka			
Warranty	3 Years Warranty			
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period			
Spare parts availability	Should be available spare parts for the Next 10 Years			

Item No	Specification	Minimum Requirement	Priority	Bidders Response (Yes / No)	Remarks
16	Equipment	Multi-plate reader			
	General	A multi-plate reader is used to perform a wide range of assays and experiments involving microplates with multiple wells. It can measure optical properties, including absorbance (UV/visible), fluorescence, and luminescence.			
	Grade	Research			
	Measurement Modes	Ultraviolet (UV) and visible spectral ranges. Full spectrum scanning capability for comprehensive absorbance profiling			
	Wavelength Range	Approximately 190nm - 1000 nm or suitable to scan UV and visible. Sub-nano meter resolution for accurate wavelength selection (Precision $\leq 0.5$ nm). UV/Visible absorbance, full spectra, and 8 discrete wavelengths in < 1sec/well or appropriate			
	Wavelength selection				
	Microplate formats	96 and other suitable (384, etc.), user definable and low-volume micro spots			
	Detection System	High-quality, sensitive photodiode array (PDA), CCD, photomultiplier tube (PMT), or suitable detection for precise and			

	low noise measurements.			
Light source	High energy Xenon flash lamp or better			
Measurement modes	Kinetic and endpoint reading, scanning of full spectrum, well-scanning			
Measurement range	Linear measurement range 0–4 Abs (96-well plate), Read out range 0–6 Abs,			
Sensitivity	Selectable spectral resolution: 1,2, 5, and 10 nm or better. OD range : 0 to 4 OD, photometric resolution:0.001 OD or better Accuracy < 1% at 2 OD Precision <0.5% at 1 OD and <0.8% at 2 OD or suitable Linearity ≤ 0.8 % at 2.0 OD or better			
Shaking	Linear, orbital, and double orbital with user-definable time and speed or better			
Incubation	+2 °C above ambient up to +45 °C or better range			
Software	Freely available and should be able to upgrade			
Dimensions and Weight	Reasonable weight for ease of transport and installation			
Documentation	1. Manufacture product catalogues with the requested information 2. Manufacture authorization for the bidder to represent them 3. Bidder should have an excellent aftersales facility with trained technicians and parts available locally to carry out any service/ repair immediately 4. Local Agent should submit a letter from the manufacturer confirming spare parts availability for 5 years. 5. Local Agent should provide a warranty for the instrument from the manufacturer for 2 years or more."			
Certifications	The multi-plate reader should comply with relevant safety and performance standards (international or national certificates), which is essential to operationalize in Sri Lanka			



	Safety features	Better safety system (alarms, lights) to minimize the operational errors			
	Power Requirements	Should be compatible with standard electrical outlets in laboratory settings in Sri Lanka			
	Warranty	3 Years Warranty			
	Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period			
	Spare parts availability	Should be available spare parts for the Next 10 Years			

Item No	Specification	Minimum Requirement	Priority	Bidders Response (Yes/No)	Remarks
17	Equipment	Bench top Refrigerated Centrifuge			
	General	The centrifuge should accommodate both 15 ml and 50 ml centrifuge tubes and blood collection tubes, with separate adapters or rotors for each tube size. Should have other relevant standard accessories.			
	Grade	Research			
	Rotor Compatibility	Swing-bucket rotor. The centrifuge should be compatible with a variety of rotors and adapters suitable for 15 ml and 50 ml centrifuge tubes. The rotors should be designed for easy loading and unloading of tubes to enhance user convenience.			
	Max speed	5000 g or higher			
	Temperature	The centrifuge should feature a refrigeration system capable of			

		maintaining a temperature range of -5°C to +40°C for optimal sample preservation during centrifugation. The temperature control should be accurate to within ±1°C.			
	User Interface	The machine should be equipped with a user-friendly interface, including a digital display for real-time monitoring of parameters such as speed, time, and temperature. Intuitive controls for setting and adjusting parameters or more advanced features			
	Safety Features	The centrifuge should have lid-locking mechanisms to prevent the lid from being opened during operation and to ensure user safety. Imbalance detection and automatic rotor recognition features should be integrated to prevent accidents due to uneven loading or incorrect rotor installation. The refrigeration system should feature over temperature protection to prevent sample degradation due to excessive heating			
	Noise Level	The centrifuge should have a low noise level during operation, ideally not exceeding 60 dB or more appropriate.			
	Power Requirements	The machine should be compatible with standard electrical outlets in Sri Lanka and have an energy-efficient design.			
	Construction/Material	The centrifuge should have durable and chemically resistant materials to withstand rigorous laboratory use. The chamber and rotors should be designed for easy cleaning and decontamination.			
	Certifications	The centrifuge should comply with relevant safety and performance standards, which is essential to operationalize in Sri Lanka			
	Warranty and Support	The centrifuge should come with a reasonable warranty period, and the manufacturer should offer responsive customer support for technical assistance and servicing			

	Warranty	3 Years Warranty			
	Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period			
	Spare parts availability	Should be available spare parts for the Next 10 Years			

Item No	Specification	Minimum Requirement	Priority	Bidders Response (Yes / No)	Remarks
18	Equipment	High Speed Centrifuge Machine			
	Temperature operation range	-15 to +40°C The temperature control should be accurate to within $\pm 1^\circ\text{C}$ .			
	Grade	Research			
	Refrigerant	CFC free refrigerant			
	Maximum speed	30,000 rpm or higher			
	User Interface	The machine should have a user-friendly interface, including a digital display for real-time monitoring of speed, time, and temperature. Intuitive controls for setting and adjusting parameters or more advanced features			
	Other features	It should have a low access height, and the door should swing up and out of the way for easy access to the rotor chamber.			
		The instrument should be easily toggled between RCF and RPM			
		The centrifuge should have a low noise level during operation, ideally not exceeding 60 dB or more appropriate.			
	Motor	Should have a maintenance-free brushless drive motor			
		Should have an automatic rotor recognition facility			
		Should have motorized lid lock system			
		Automatic imbalance detection Should have motorized lid lock system			
	Rotors	Fixed Angle or swinging bucket Rotors for 50 ml and 15 ml Falcon tubes. Other items (rotors/adapters) required to improve applicability/system performance should be quoted as optional.			
safety	Optimum safety according to national and international regulations				

	(IEC 1010).			
Power:	200-240 V, AC, 50 Hz, 30 A, single phase (The machine should be compatible with standard electrical outlets and have an energy-efficient design.)			
Warranty	Minimum 1-year warranty			
After-sales service	Bidder should have an excellent after-sales facility with trained technicians and parts available to carry out any service/ repair immediately			
Brand name	Brand name should be embedded on the equipment as a permanent mark			
Documentation	1. Manufacture product catalogues with the requested information 2. Manufacture authorization for the bidder to represent them 3. Bidder should have a good aftersales facility with trained technicians and parts available locally to carry out any service/ repair immediately 4. Local Agent should submit a letter from the manufacturer confirming spare parts availability for 5 years. 5. Local Agent should provide a warranty for the instrument from the manufacturer for 2 years or more."			
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period			
Spare parts availability	Should be available spare parts for the Next 10 Years			

## Section V. Conditions of Contract

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## 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 therefrom, as may be made pursuant to the Contract.
  - (d) “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 been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) “The Project Site,” where applicable, means the place named in the Contract Data.

2. Contract Documents  
2.1 Subject to the order of precedence set forth in the Contract 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 Corruption  
3.1 The Government of Sri Lanka requires the Purchaser as well as 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:

(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 contract.

4. Interpretation  
4.1 If the context so requires it, singular means plural and vice versa.

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.

### 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 Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party 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 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.

- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9. Governing Law 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
10. Settlement of Disputes 10.1 The Purchaser and the Supplier shall make every effort to resolve 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,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of 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 Responsibilities 13.1 The Supplier shall supply all the Goods and Related Services 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 Price 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not

vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

- 15.1 The Contract Price, shall be paid as specified in the Contract Data.
- 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 Duties

- 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17. Performance Security

- 17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 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 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. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any 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 Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

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.

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. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts 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. Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall 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.

- (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.

22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

22. Packing and Documents

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. Transportation

24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser 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.
- 26.1 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

## 26. Liquidated Damages

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 of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,

- (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 VI 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.

<b>CC 1.1(i)</b>	The Purchaser is: Sri Lanka Institute of Biotechnology Pvt. Ltd (SLIBTEC)
<b>CC 1.1 (m)</b>	The Project Site/Final Destination is: Sri Lanka Institute of Biotechnology Pvt. Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama
<b>CC 8.1</b>	<p>For <b><u>notices</u></b>, the Purchaser's address shall be:</p> <p>Attention: Chief Operating Officer  Address: Sri Lanka Institute of Biotechnology Pvt. Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama  Telephone: 011 3431 844  Electronic mail address: amali.ranasinghe@slibtec.gov.lk</p> <p>The Supplier's address shall be :</p> <p>Attention: .....</p>
<b>CC 12.1</b>	Details of Shipping and other Documents to be furnished by the Supplier are <u>as requested by the purchaser</u> .
<b>CC 15.1</b>	<p><b><i>Sample provision [Select appropriately]</i></b></p> <p>CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A: For Goods offered within Sri Lanka</p> <p>Payment shall be made in Sri Lanka Rupees within Fourteen (14) 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.</p>
<b>CC 17.1</b>	<p>Supplier shall, withing 14 days of the notification of the contract award, provide a performance security of 10% of the contract price for the performance of the contract.</p> <p>The performance security shall be discharged by the purchaser and returned to the supplier not later than twenty-eight 28 days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations.</p>
<b>CC 25.1</b>	The inspections and tests shall be: as requested by the purchaser
<b>CC 26.1</b>	The liquidated damage shall be: <u>1% per week of the contracted value</u>
<b>CC 26.1</b>	The maximum number of liquidated damages shall be: <u>10% of the contracted value</u>

## **Section VII Contract Forms**

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## 1. Contract Agreement

THIS CONTRACT AGREEMENT is made

the *[ insert: number ]* day of *[ insert: month ], [ insert: year ]*.

BETWEEN

- (1) *[ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of ..... or corporation and having its principal place of business at [ insert address of Purchaser ] (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 Branch or Office]* -----

**Beneficiary: Chief Operating Officer, Sri Lanka Institute of Biotechnology, Phase I Building, Mahenwatte, Pitipana, Homagama**

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 ----- with you, for the ----- *Supply* of ----- *[name of contract and brief description]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ----- *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[amount in figures]* (-----) *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... day of ....., 20.. *[insert date, 28 days beyond the scheduled completion date including the warranty period]* and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_  
*[signature(s)]*

### 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][is 'uing 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)<sup>50</sup> in 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 date<sup>51</sup>]*.

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

<sup>50</sup> The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>51</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."



