

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, Mahenawatta, Thalagala Rd, Pitipana, Homagama

Contract No: SLIBTEC/PROC/178/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, Mahenawatta, Thalagala Rd, Pitipana, Homagama.
- 2. To be eligible for contract award, the successful bidder, shall not have been blacklisted, and shall have Business Registration in the relevant field as per the qualification criteria.
- 3. A complete set of Bidding Documents in English language can be downloaded from the SLIBTEC website (<u>https://www.slibtec.gov.lk/procurement</u>) by interested bidders from 20th September 2024 to 07th October 2024. Prebid meeting will be held on 24th September 2024 at 11.30 am at the aforementioned address.
- 4. 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).
- 5. Bids must be delivered in duplicate to the address: Chairperson, Department Procurement Committee, Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC), Phase I Building, Mahenawatta, Thalagala Rd, Pitipana, Homagama on or before 07th October 2024, 2.30 pm. Late bids will be rejected. Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
- Bids shall be valid for 60 days from the date of <u>Bid Opening</u> and all bids shall be accompanied by a bid security of 1% of tender quotation value, Bid Security shall be valid up to 28 days beyond the date of Bid validity date (04th January 2025).
- 7. 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) 20th September 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

- Scope of Bid
 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.
- Ethics, Fraud and Corruption
 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, <u>www.npa.gov.lk</u>.
 - 4.4 Foreign Bidder may submit a bid only if so stated in the in

the BDS.

5. Eligible Goods 5.1 All goods supplied under this contract shall be complied with and Related applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods Services supplied shall be complied to other internationally accepted standards.

Contents of Bidding Documents

The Bidding Documents consist of 2 Volumes, which include Bidding 6.1 all the sections indicated below, and should be read in Documents 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. Sections of

- 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.
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications 7. Clarification of shall contact the Purchaser in writing at the Purchaser's Bidding Documents 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.
 - 8.1 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.
 - 11.1 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

8. Amendment of Bidding Documents

11. Documents

Bid

Comprising the

accordance with ITB Clause 20;

- documentary evidence in accordance with ITB Clauses (c) 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 12.1 The Bidder shall submit the Bid Submission Form using the Form and Price form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no Schedules 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.
 - 14.1 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;

14. Bid Prices and Discounts

- (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
- 16. Documents Establishing the Eligibility of theBidder
- 17. Documents Establishing the Conformity of the Goods and Related Services
- 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.
- ts16.1 To establish their eligibility in accordance with ITB Clause 4,ng theBidders shall complete the Bid Submission Form, included inv ofSection IV, Bidding Forms.
 - 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
 - (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 partsstocking 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.
 - of 19.1 Bids shall remain valid untill 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.
 - 20.1 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.
 - (c) be substantially in accordance with the form included

19. Period of Validity of Bids

20. Bid Security

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;
- be submitted in its original form; copies will not be (e) 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
 - if a Bidder does not agree to correction of arithmetical (b) 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:
 - furnish a Performance Security in accordance (ii) with ITB Clause 43.
- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.
 - 21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
 - 21.3 Any interlineations, erasures, or overwriting shall be valid

21. Format and Signing of Bid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and 22.1 Bidders may always submit their bids by mail or by hand. Marking of Bidders submitting bids by mail or by hand, shall (a) Bids enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "COPY." "ORIGINAL" These envelopes and containing the original and the copy shall then be enclosed in one single envelope. 22.2 The inner and outer envelopes shall: Bear the name and address of the Bidder; (a) be addressed to the Purchaser in accordance with ITB (b) 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 datefor bid opening, in accordance with ITB Sub-Clause 261. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid. 23. Deadline for 23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS. Submission of Bids 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 rightsand obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. 24.1 The Purchaser shall not consider any bid that arrives after 24. Late Bids 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, 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB and Modification of Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with Bids 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 confirmthe correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.
 - 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
- 29. Responsiveness of Bids

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.
- 30.1 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

30. Nonconformities, Errors, and Omissions 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.
- 31.1 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.
- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data Terms and have been accepted by the Bidder without any material Conditions: 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.
- 34.1 If the bidders are allowed to quote in foreign currencies in 33. Conversion to accordance with sub clause 15.1, for evaluation and Single Currency 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.

32. Examination of Technical Evaluation

31. Preliminary Examination of Bids

- 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.

37. Postqualifica- tion 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.
- 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 43.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid- Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

43.Performance Security

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.

ITB Clause Reference	A. General						
ITB 1.1	The Purchaser is : Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC)						
ITB 1.1	The name and identification number of the Contract are: Procurement of Laboratory Equipment for SLIBTEC Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama (Contract No: SLIBTEC/PROC/130/NCB/G&S/Laboratory Equipment)						
ITB 2.1	The source of funding is: Government of Sri Lanka						
ITB 4.4	Foreign bidders are not allowed to participate in bidding.						
	B. Contents of Bidding Documents						
ITB 7.1	For <u>Clarification of bid purposes</u> 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/ 078 1200 507 Electronic mail address: <u>navoda.balasooriya@slibtec.gov.lk</u>						
	C. Preparation of Bids						
ITB 11.1 (e)	 The Bidder shall submit the following General Information documents. (To be furnished documentary evidence for the following). All documents submitted by photocopies shall be authenticated by Attorney at Law Should be in the business continuously for last Five years and should be a Manufacture or authorized representative from Manufacturer who must have manufactured and supplied satisfactorily similar products for at least during the last Two years continuously. The Bidder should furnish information on past supplies and their satisfactory performance for last Two years. 						

	 The Bidder should submit the following documents along with the Bid; Certificate of Business Registration or Incorporation (Certified photocopy) Records for the last Two years in the supply of similar products to government/ other institutions. (Certified photocopy). Manufacture's Authorization (original) 					
ITB 14.3	The bidders may quote for minimum quantities as mentioned in the list of goods and delivery schedule					
ITB 15.1	The bidder shall quote in Sri Lankan Rupees					
ITB 18.1 (b)	After sales service is required					
ITB 19.1	The bid shall be valid until 60 days from the date of bid opening					
ITB 20.1	Bid shall include a Bid Security (issued by bank) strictly in accordance with the form included in Section IV Bidding Forms					
ITB 20.2	The amount of the Bid Security shall be 1% of the tender quotation value. The validity period of the bid security shall be 88 Days from the date of bid opening. D. Submission and Opening of Bids					
ITB 22.2	 The Bidder shall seal the original and the copy of the Bids in two separate covers, duly marked as "ORIGINAL OF BIDDING PROPOSAL" and "COPY OF BIDDING PROPOSAL". 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; Invitation for Bid Bidding Data Sheet Evaluation and Qualification Criteria Schedule of Requirements Contract Data Power of Attorney or Board Resolution for the authentication of the Signature for the Bid Duly filled and signed form of Bid Bid Security Duly filled Section IX – Schedules with documentary evidence Duly Signed Manufactures Authorization Form Other information requested in Bidding Data clause 11.1(e); and Any other information, bidder may wish to include 					

ITB 23.1	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
ITB 26.1	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.
	E. Evaluation and Comparison of Bids
ITB 35.4	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):

Section III. Bidding Forms

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3. Bid Security (Guarantee)	6
4. Bid-Securing Declaration	7
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Bid Submission Form

NAME OF CONTRACT: Procurement of Tissue Culture and Agrobiotech Laboratory Equipment for the SLIBTEC, Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama Contract - SLIBTEC/PROC/178/NCB/G&S/Tissue Culture and Agrobiotech 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 excluding 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;
- 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.
- (1) 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	,	<pre>[insert date of signing]</pre>
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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
				Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)					
				Α					
Item No.	Description of Goods or related sries	Qty and unit	Unit price (inclusive of duties, sales andother 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 ExcludingVAT (Col 5+6)	DiscountedTotal price(if any) excluding VAT	VAT	Total Price Includingg VAT (Col. 7 or 8+9)
	Bench top refrigerated centrifuge	2 Unit							
	Centrifuge bench top mini (15000 rpm)	2 Unit							
	Laboratory bench top pH and EC meter	1 Unit							
04	Moisture/RH meter	1 Unit							
	Magnetic stirrers with hot plate	2 Unit							
06	Vortex mixture	2 Unit							
07	Laminar air flow hood	1 Unit							
	Combined refrigerator and freezer	3 Unit							

09	Shaking incubator (with temperature control)	2 Unit				
10	Shaking water bath (circular motion)	2 Unit				
11	Microwave oven	2 Unit				
12	Top pan analytical balance	2 Unit				
13	Hand microtome	2 Unit				
14	Multi-function digital illuminance meter (Lux meter)	1 Unit				
15	Trinocular stereo microscope with camera	1 Unit				
16	Bacti - Cinerator	2 Unit				
17	Universal centrifuge with swing-out rotor bundle	1 Unit				
18	Laboratory benchtop pH meter	1 Unit				
19	Sonicator	1 Unit				
20	Laboratory incubator	2 Units				
21	Colony counter	1 Unit				
22	Biosafety cabinet – BSL 2	1 Unit				

Dissecting microscope	1 Unit				
			Total		

¹ Write the discounted price if any

5

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)]

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

Name of contract SLIBTEC/PROC/178/NCB/G&S/ Tissue Culture and Agrobiotech Laboratory Equipment

Contract Identification No **SLIBTEC/PROC/178/NCB/G&S/ Tissue Culture and Agrobiotech Laboratory Equipment**

Invitation for Bid No: 178

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 oj	f signing l
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Section IV. Schedule of Requirements

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2.	List of Related Services and Completion Schedule	.3
3.	Technical Specifications	.4
		•••

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
01	Bench top refrigerated centrifuge	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
02	Centrifuge bench top mini (15000 rpm)	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
03	Laboratory bench top pH and EC meter	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
04	RH meter	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
05	Magnetic stirrers with hot plate	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
06	Vortex mixer	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
07	Laminar air flow hood	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	

08	Combined refrigerator and freezer	3	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
09	Shaking incubator (with temperature control)	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
10	Shaking water bath (circular motion)	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
11	Microwave oven	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
12	Top pan analytical balance	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
13	Hand microtome	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
14	Multi-function digital illuminance meter (Lux meter)	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
15	Trinocular stereo microscope with camera	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
16	Bacti - Cinerator	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
17	Universal centrifuge with swing- out rotor bundle	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	

18	Laboratory benchtop pH meter	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
19	Sonicator	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
20	Laboratory incubator	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
21	Colony counter	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
22	Biosafety cabinet – BSL 2	1	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	
23	Dissecting microscope	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				

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 Servicesshall be performed	Final Completion Date(s) of Services
[insert Service No]	[insert description of Related Services]	[insert quantity of items to be supplied]	[insert unit for the items]	[insert name of the Place]	[insert required Completion Date(s)]
01	Bench top refrigerated centrifuge	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
02	Centrifuge bench top mini (15000 rpm)	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
03	Laboratory bench top pH and EC meter	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
04	Moisture/RH meter	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
05	Magnetic stirrers with hot plate	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
06	Vortex mixer	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
07	Laminar air flow hood	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
08	Combined refrigerator and freezer	3	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
09	Shaking incubator (with temperature control)	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC),	Within 45 Days from

				Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	the date of award
10	Shaking water bath (circular motion)	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
11	Microwave oven	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
12	Top pan analytical balance	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
13	Hand microtome	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
14	Multi-function digital illuminance meter (Lux meter)	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	Trinocular stereo microscope with camera	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	Bacti - Cinerator	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
17	Universal centrifuge with swing-out rotor bundle	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	Laboratory benchtop pH meter	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
19	Sonicator	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
20	Laboratory incubator	2	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
21	Colony counter	1	Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award
22	Biosafety cabinet – BSL 2	1	Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana,Homagama	Within 45 Days from the date of award

23	Dissecting microscope	1		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	Benchtop refrigerated centrifuge			
	Make	Please specify	С		
	Model and Model year	Please specify	C		
	Country of origin	Please specify	С		
	General	 The centrifuge should accommodate both 15 ml and 50 ml centrifuge tubes, with separate adapters or rotors for each tube size. Should have other relevant standard accessories. Swing-out capacity: 16 x 50ml or min. 32 x 15ml Microplate capacity: 2 x microplates or 2 x PCR Plates Max. g-Force: 5000 g or higher 4000 rpm or more Temp. Range: -10° to 40°C Microplate capacity: 2 x microplates or 2 x PCR Plates 	С		
	Grade	Research	C		
	Rotor Compatibility	 Swing-bucket rotor. The centrifuge should be compatible with a variety of rotors and adapters suitable for approximately 16 x 50ml or min. 32 x 15ml centrifuge tubes & 2 x microplates or 2 x PCR Plates. The rotors should be designed to facilitate easy loading and unloading of tubes to enhance user convenience. 	C		
	Max speed	5000 g or higher; (Min Speed: RPM: 200)	С		
	Run Time Max (sec)	360000	С		
	Timer	Yes	С		
	Dimension [D×W×H]	Please mention	С		
	Temperature	 The centrifuge should feature a refrigeration system capable of maintaining a temperature range of -10° to 40°C for optimal sample preservation during centrifugation. The temperature control should be accurate to within ±1°C. 	С		

User Interface	The machine should be equipped with a user-friendly	С
User interface	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	C
	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,	С
	ideally not exceeding 60 dB or more appropriate.	
Power Requirements	~220-240 VAC, ~50 Hz	С
Construction/Material	The centrifuge should have durable and chemically resistant	С
	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	С
	performance standards, which is essential to operationalize in	
	Sri Lanka.	
Warranty	Comprehensive warranty for the entire system for a minimum of 3	С
	years.	
	Periodic maintenance should be free of charge during	
	the comprehensive warranty period. The supplier should specify	
	service intervals.	
Calibration Service	Should be able to provide annual calibration service free of charge	C

	during the warranty period		
Spare parts availability	Should be available spare parts for the next 10 Years	С	

Item No	Specification	Requirement	Priority	Bidders Response (Yes/No)	Remarks
02	Equipment	Centrifuge bench top mini (15000 rpm)			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Maximum speed	15000 rpm or better	С		
	Speed control range:	500-15000 rpm; increment:100 rpm. Max. RCF 15100×g, increment: 100×g	С		
	Speed control accuracy	±20 rpm or better	С		
	Run Time	30 sec-99 min/Continuous	С		
	Acceleration/Braking time	$11s\uparrow/9s\downarrow$; pulse free acceleration and deceleration, soft break function	С		
	Rotor Capacity	0.2 mL/0.5 mL/1.5 mL/ 2 mL×24	С		
	Body	The centrifuge should be manufactured with quality materials providing broad chemical resistance with exceptional strength for durability and reliability.	С		
	Driving Motor	Brushless DC motor	С		
	Centrifugation chamber	A Stainless Steel centrifugation chamber that can be cleaned easily and quickly will be available	С		
	Safety Devices	Door interlock, Over-speed detection, Over-temperature detection, Automatic internal diagnosis	С		

Noi	vise level	≤54 dB	С
Din	mension [D×W×H]	Please mention	С
We	eight	Around ~ 6kg	С
Cer	rtification	EMC, CE, FCC, ICES, cTUVus, CB.	С
Adv	lvanced features	Speed/RCF switch, Short-time run function, sound-alert function	С
Pov	wer	Single-phase, AC100 V-240 V, 50 Hz/60 Hz, 3 A, 100 W	С
		The instrument should be easily toggled between RCF and RPM	С
Wa	arranty	Comprehensive warranty for the entire system for a minimum of 2 years Periodical maintenance free of charge during comprehensive	C
		warranty period. Specify the service intervals by the supplier.	
Aft	ter sales service	Bidder should have 1. good after sales facility with trained technicians and 2. parts available to carry out any service/ repair immediately	C
Bra	and name	Brand name should be embedded on the equipment as a permanent mark	C
Do	cumentation	User manual and other relevant documentation should be provided Manufacture authorization for the bidder to represent the given brand The user reference list should be attached Should mention catalogue number, manufacturer and authorized dealer in the quotation	C
Cal	libration Service	Should be able to provide annual calibration service free of charge during the warranty period	C
_	are parts ailability	Should be available spare parts for the next 10 Years	C

Item No	Specification	Requirement	Priority	Bidders Response (Yes/No)	Remarks
03	Equipment	Laboratory bench top pH and Electrical Conductivity meter			
	Make	Please specify	C		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Accessories	 The bench top pH Meter Kit should include all the accessories needed to start testing in the laboratory. It should include the meter, probe, integrated magnetic stirrer, electrode stand, standard buffers (NIST certified), storage solution, calibration flasks and other accessories for quick start up. 	С		
	Standard	The meter should be water resistant to IP 42 standard	С		
	Display Type	It should have a LCD display with a backlight	С		
	Facilities	 It should have an Automatic Temperature Compensation facility. It should have an automatic buffer recognition facility with pH 2.00, 4.01, 7.00, 9.25 and 10.01 buffers. It should read parameters pH, mV and Temperature 	С		
	Power Supply	The meter should be operated with mains power supply 240V; 50Hz	С		
	Electrode	 It should be supplied with Gel filled pH combination electrode. The electrode cable length should be at least 1 meter. 	С		
	pH Range	0 - 14 with 0.01 resolution.	С		
	Warranty	Comprehensive warranty for the entire system for a minimum of 2 years Periodical maintenance free of charge during the comprehensive warranty period. Specify the service intervals by the supplier.	С		
	mV Range	Range: ± 1999 mV with resolution 0.1 mV	С		
	Temperature	Range: 0-80°C, with resolution 0.1°C	С		

Accuracy	>0.3°C	С
Compliance	CE compliance	С
Other	Should have a good after sales service. Please attach details of after sales service personnel, their qualification, the address of after sales division etc. Documentary evidence of requested specifications should be provided by marking them in the manufacturer's literature. Letter of Authority required from the manufacturer.	C
Brand name	Brand name should be embedded on the equipment as a permanent mark	C
Documentation	 User manual and other relevant documentation should be provided Manufacture authorization for the bidder to represent the given brand User reference list should be attached Should mention catalog number, manufacturer and authorized dealer in the quotation 	C
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period	C
Spare parts availability	Should be available spare parts for the next 10 Years	C

Item	Specification	Requirement	Priority	Bidders	Remarks
No				Response	
				(Yes/No)	
04	Equipment	Relative Humidity Meter			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		

Range	$-10 \sim +50^{\circ}$ C, $+14 \sim +122^{\circ}$ F, $0 \sim +100\%$ RH	С
Resolution	0.1°C, 0.1°F; 0.1%RH	С
Accuracy	±1.0°C, ±1.8°F, ±3%RH (5~95%RH)	С
Sample Rate	1 time sec	С
Display	4 digits LCD Display	C
Power (VAC, Hz, A)	220 V / 230 V, 50 Hz	С
Warranty	Comprehensive warranty for the entire system for a minimum of 2 years Periodical maintenance free of charge during the comprehensive warranty period. Specify the service intervals by the supplier.	C
Other	Should have a good after sales service. Please attach details of after sales service personnel, their qualification, and address of after sales division etc.Documentary evidence of requested specifications should be provided by marking on manufacturer's literature.Letter of Authority required from manufacturer.	C
Brand name	Brand name should be embedded on the equipment as a permanent mark	C
Documentation	User manual and other relevant documentation should be provided Manufacture authorization for the bidder to represent the given brand User reference list should be attached Should mention catalogue number, manufacturer and authorized dealer in the quotation	C
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period	C
Spare parts availability	Should be available spare parts for the next 10 Years	C

Item No	Specification	Requirement	Priority	Bidders Response (Yes/No)	Remarks
05	Equipment	Magnetic stirrer with hotplate			
	Make	(Specify)	С		
	Model & Model Year	(Specify)	С		
	Country Of	(Specify)	С		
	Manufacture				
	Hot plate dimensions	130x150 mm or better	C		
	Hot plate material	SS with ceramic coating or ceramic	C		
	Stirring volume	> 5 L	С		
	Motor	DC motor	С		
	Speed range	50-1100 rpm or better	С		
	Speed control	Analog	С		
	Temperature range	Room temperature - 250 °C or better	С		
	Temperature control	Digital	С		
	External temperature		С		
	probe	optional			
	Temperature accuracy	$\pm 2^{\circ}$ C or better	С		
	Hot top warning system	Yes	C		
	Stirring v/ heating		С		
	indicators	Yes			
	Power input	230 V - 50/60 Hz.	С		
	Warranty	Comprehensive warranty for entire system for minimum of 3 years Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier.	C		
	Documentation	Original technical literature in English and relevant catalogues should be provided with the offer Manufacture authorization for the bidder to represent them	С		
		The local agent should carry out any repairs in the care of a sudden breakdown/ malfunction of the machine with in three days and if not			

	should provide backup system		
	List of users in Sri Lanka		
Calibration Service	Should be able to provide annual calibration service free of	С	
	charge during the warranty period		
Spare parts	Should be available spare parts for the next 10 Years	С	
availability			

Item No	Specification	Requirement	Priority	Bidders Response (Yes/No)	Remarks
06	Equipment	Vortex mixer			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Speed	1000 rpm in continuous mode	С		
		2800 rpm in touch mode			
	Orbit	Around 4 mm	С		
	Action type	Touch and continuous	С		
	Accessories Included	-1 rubber cup	С		
		- Plate adapter with rubber disc	С		
		 Plain adapter foam Foam with 96X0.2 well Foam with 60X0.5 well Foam with 12mm well Foam with different well 	С		
	Max. Load	500 g or better	C		
	Power	200-240 V, AC, 50 Hz, 30 A, single phase	С		
	Warranty	Comprehensive warranty for entire system for minimum of 1 years Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier.	С		

After sales service	Bidder should have a good after sales facility with trained technicians	С
	and parts available to carry out any service/ repair immediately	
Brand name	Brand name should be embedded on the equipment as a permanent	C
	mark	
Documentation	User manual and other relevant documentations should be provided	C
	Manufacture authorization for the bidder to represent the given brand	
	User reference list should be attached	
	Should mention catalogue number, manufacturer and authorized dealer in the quotation	
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period	C
Spare parts availability	Should be available spare parts for the next 10 Years	C

Item No	Specification	Requirement		Bidders Response (Yes / No)	Remarks
07	Equipment	Laminar air flow hood			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Туре	The ETL certified vertical laminar flow	С		

Airflow Velo	Average of 80~99 fpm		С	
Filter	ULPA (ISO Class 3 work z 0.3µm	cone), 99.999% efficiency at 0.1 -	С	
Pre-Filter	Polyester fiber, 85 %efficie Particle Count (Better than 2083 Class 3)	ency for particles >0.5 μm (Washable)) US Fed Std 209B Class10 and VDI), C	
Work Surfac Height	e Avg 750~1010 mm		С	
Max Openin	g Avg 480 mm		С	
Working are Material	a 304 stainless steel		С	
Main Body I	Aaterial 1.2 mm Cold-rolled steel w	ith anti-bacteria powder coating	С	
Front Windo Material	W Motorized, 5 mm toughene	d glass, anti-UV	С	
Waterproof S	Sockets One socket (Double type),	America standard, Max. Power: 500 W	V C	
UV Lamp	30 W x1		С	
LED Lamp	14 W x1		С	
Display	LCD Display/ Digital displ	ay for air flow rate	С	
Illumination	≥300lx, High intensity, low	w wattage >800 lux	С	
Noise	<55 dBA		С	
Standard Ac	cessory Manually height adjustable Wind speed sensor; Waterp	base stand; LED lamp; UV lamp; proof socket	С	

 Internal Size	1000Wx575Dx625H mm (Working Size (3'x2'x2'))	С
External Size	1100x700x(2090~2340) mm	С
Package Size	1240Wx970Dx1560H mm	C
Gross Weight	Around 230 kg	C
Consumption	950 W	С
Power Supply	220-230 V, 50 Hz	С
Airflow Speed	Control Speed Controller (Three Step Speed Controller)	с
Blower	High efficient centrifugal type with lifetime lubricated bearings	с
Other requirements	 Transparent Front Door, Auto switch on/off for U.V. Germicidal tube & fluorescent light Comfortable lighting and legroom Intuitive and easy-to-use microprocessor controller Stable and self-compensating airflow Compatible UPS is required 	C
Manufacturer Authorization	Supplier should submit the manufacturer authorization letter	С
Warranty	Comprehensive warranty for entire system for minimum of 3 years Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier.	С
Documentation	Original technical literature in English and relevant catalogues should be provided with the offer Manufacture authorization for the bidder to represent them The local agent should carry out any repairs in the care of a sudden breakdown/ malfunction of the machine within three days and if not should provide backup system	C

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

#	Specification	Requirement	Priority	Bidders response (Yes/No)	Remarks
08	Equipment	Combined Refrigerator and Freezer	С		
00	Make	(Specify)	С		
	Model	(Specify)	С		
	Country Of Manufacture	(Specify)	C		
	Cabinet Type	Upright	С		
	Delivery	Within 45 days	C		
	Cooling System	2 Independent cooling systems (2 compressors, 2 condensers, and 2 control systems) for refrigerator & freezer	С		
	Defrost Mode	Ref: manual or auto	С		
	Max speed	Fre: manual	С		
	Refrigerant	Ref: R600a or R290	С		
	User Interface	Fre: R600a or R290	С		
	Capacity	Ref: 250L or more	С		
	Noise Level	Fre: 250L or more	С		
	Internal Material	Epoxy or similar coated steel	C		
	External Material	Epoxy or similar coated steel	С		
	Insulation	High density PU foam	C		
	Shelf/ Drawer Capacity	Ref: 5 adjustable shelves or more	С		
	Noise Lever (dBA)	Less than 55	С		
	Temperature Range (°C)	Ref: 2 to 8°C	С		
		Fre: -20 to -40°C	С		
	Temperature Control System	Microprocessor	С		
	Display	LED digital display	С		
	Precision of Display	0.1°C Or better	С		
	Lighting	LED lighting with smart on/off	С		
	Power Supply (V/Hz)	230V/ 50-60Hz	С		
	Power(W)	Less than 600W	С		
	Audio Visual Alarms	High/low temperature Controller failure	С		

	Power failure Sensor error Condenser failure Door ajar		
Accessories	Power failure backup 8 hoursUniversal caster with breaks and leveling feetBuilt in locks for securityUSB InterfaceInternal USB data logger	С	
Manufacturer Authorization	Compatible UPS/Stabilizer is required Supplier should submit the manufacturer authorization letter	C	
Onsite demonstration	Demonstration at the time of installation and commissioning and an on- site training for the staff of the laboratory	С	
Documentation	Original technical literature in English and relevant catalogues should be provided with the offer Manufacture authorization for the bidder to represent them	C	
	The local agent should carry out any repairs in the care of a sudden breakdown/ malfunction of the machine with in three days and if not should provide backup system Guarantee of availability of all spare parts for		
	a minimum of 05 years after purchase of equipment List of users in Sri Lanka preferably medical laboratories	C	
Warranty	Comprehensive warranty for entire system for minimum of 3 years Periodical maintenance free of charge during	С	

	comprehensive warranty period. Specify the service intervals by the supplier.		
Calibration Service	Should be able to provide annual calibration service free of charge during	С	
	the warranty period		
Spare parts availability	Should be available spare parts for the next 10 Years	C	

Item No	Specification	Requirement	Priority	Bidders Response (Yes/No)	Remarks
09	Equipment	Shaking incubator (with temperature control)			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Chamber volume	2.5 cu. ft., Shelves 2	С		
	Shaking orbit	19 mm; Shaker motion orbital	С		
	Speed range (rpm)	20-500 rpm	С		
	Speed increment	1 rpm	С		
	Communication port	RS-485, PT-100	С		
	Heating temperature range	Ambient +5 to 80°C (with temperature controller)	С		
	Power	600 W	С		
	Temperature accuracy and uniformity	± 0.25°C at 37°C	С		
	Timer	999 (hr): 59 (min) / Continuous	С		
	Display	3.5" Color TFT LCD screen	С		

Dimension (WxLxH)	Approx. 23.2"x 32.3" x 22.3" (Approx. 59 x 82 x 53cm)	C	
Weight	Approx. 154.3 lb (Approx. 70 kg)	C	
Rated voltage	110 / 230 V~ 50 / 60 Hz	С	
Loading Capacity	Approx. 44.1 lb (Approx. 20 kg) at 250 rpm	С	
Technical requirements	 Clamps provide for 250 - 500 ml flasks/beakers; etc Automatic system shutdown in the event of system overheating Sensitivity adjustable G-sensor with warning embedded for imbalance weight detection Programmable or continuous modes of operation Brushless DC motor provides reliable and quiet operation, durable and maintenance-free usage Hermetic chamber design significantly enhances precise temperature control 2-point temperature calibration ensures high temperature performance Acrylic lid for clear viewing and easy access Compatible UPS/Stabilizer is required 	С	
Warranty	Comprehensive warranty for entire system for minimum of 3 years Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier.	С	
Documentation	Original technical literature in English and relevant catalogues should be provided with the offer Manufacture authorization for the bidder to represent them The local agent should carry out any repairs in the care of a sudden breakdown/ malfunction of the machine with in three days and if not should provide backup system	С	
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period	С	
Spare parts availability	Should be available spare parts for the next 10 Years	С	

Item No	Specification	Requirement	Priority	Bidders	Remarks
				Response	
				(Yes/No)	
10	Equipment	Shaking water bath (circular motion)			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Description	 Fitted with a water level indicating device. Optional constant water level device. A removable flat drop on lid for concentric rings enables the bath to be used for other work also. Double walled, insulated, full stainless steel construction. Concentric rings in steps of 25 and 50 mm ID moulded from industrial grade non-corrosive material. A precise Digital Temperature Indicator cum Controller having resolution and control accuracy of ± 1°C in digital model. Precise and user-friendly temperature control, Automatic water level detection system, Variable water circulation speed, External water circulation Pump to accurately heat outer items 	С		
	Inner Dim. WxDxH	400 x 300 x 100 mm or higher	С		
	Concentric Rings	12 holes of 75 mm Ø with steps of 25 mm	C		
	Heater	800 W x 2	С		
	Gross Dimension / Weight	Please mention	С		
	Warranty	Comprehensive warranty for entire system for minimum of 2 years Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier.	С		

	Original technical literature in English and relevant catalogues should be provided with the offer Manufacture authorization for the bidder to represent them The local agent should carry out any repairs in the care of a sudden breakdown/ malfunction of the machine with in three days and if not should provide backup system	С		
	Should be able to provide annual calibration service free of charge during the warranty period	С		
Spare parts availability	Should be available spare parts for the next 10 Years	С		

Item No	Specification	Requirement	Priority	Bidders Response	Remarks
				(Yes/No)	
11	Equipment	Microwave oven			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Microwave Power	700W - 850W	С		
	Oven Capacity	20 litre - 25 litre	С		
	Microwave Frequency	2450 MHz	С		
	Oven Dimensions	330 mm(W) x 220 mm(H) x 330 mm(D) approx.	С		
	Warranty	Comprehensive warranty for entire system for minimum of 2 years	G		
		Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier.	C		
	Documentation	Original technical literature in English and relevant catalogues should be provided with the offer Manufacture authorization for the bidder to represent them The local agent should carry out any repairs in the care of a sudden breakdown/ malfunction of the machine with in three days and if not should provide backup system	С		
	Spare parts	Should be available spare parts for the next 10 Years	С		

	availability				
Item No	Specification	Requirement	Priority	Bidders Response (Yes/No)	Remarks
12	Equipment	Top pan analytical balance			
	Make	(Specify)	С		
	Model & Model Year	(Specify)	С		
	Country Of Manufacture	(Specify)	С		
	Capacity	1200 g or better	С		
	Readability	0.01 g or better	С		
	Repeatability (sd)	0.01 g or better	С		
	Linearity (+/-)	0.02 g or better	С		
	Tare Range (Subtractive)	Full Capacity	С		
	Pan Size (mm)	180x 200 or better	С		
	Response Time	2 - 3 Sec.	С		
	Display	Alpha Numeric LCD Display	С		
	Calibration	Motorised Internal Calibration and standard weights	С		
	Units of measure	gm, mg, ct, GN, mo, oz, dwt, t1T, t1H, t1S, mom, Bat, MS	С		
	Operating Temp.	15° to 35°C	С		
	Sensitivity Drift.	± 2ppm (2 x 10-6 / °C)	С		
	Application Modes	PCS, % Weighing, Animal / Dynamic Weighing Check Weighing, Automatic Density, Determination, Formulation Automatic Statistic Calculator etc.	С		
	Power Supply	230 V 50/60 Hz.	С		
	Compliance	ISO, GLP / GMP USP Compliance	С		
	Weight Approx.	6 kg	С		
	Weighing pans	Made with chemical resistant and non-corrosive material	С		

Other requirements	Provide spatula, cover, and reusable weighing boats (small & medium: 50 each)	C
Warranty	Comprehensive warranty for entire system for minimum of 2 years Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier.	C C
Documentation	Original technical literature in English and relevant catalogues should be provided with the offer Manufacture authorization for the bidder to represent them	C C C
	The local agent should carry out any repairs in the care of a sudden breakdown/ malfunction of the machine with in three days and if not should provide backup system	C C
	List of users in Sri Lanka	C
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period	C
Spare parts availability	Should be available spare parts for the next 10 Years	C

Item No	Specification	Requirement	Priority	Bidders	Remarks
				Response	
				(Yes/No)	
13	Equipment	Hand microtome			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Profile	Hand microtome	С		
	Disposable	Reusable	С		
	Height (English)	3 in.	С		
	Width (English)	4.5 in.	С		
	For Use With	Precleaned Glass Slides	C		
	(Equipment)				

Includes	Microtome and case		
Height (Metric)	7.6 cm	С	
Width (Metric)	11.4 cm	С	
Description	A well-constructed hand operated bench microtome can be securely		
	attached to the edge of any bench, table or work surface with the		
	help of fixing clamp. The section platform has a smooth wide flat		
	top and durable glass surface to guide thesectioning razor & to		
	protect the hand. The feed screw has fine and long threads so that		
	the embedded material may be advanced very gradually to cut		
	thin sections easily. The Razor is made of surgical quality steel	С	
	with 75 mm cutting edge.		
	• Replicate precise cuts as thin as 0.01 microns		
	• Top Plate 75 mm diameter		
	• External milled knob		
	• Clamping mechanism secures specimen of various sizes in		
	place while cutting		
Warranty	Comprehensive warranty for entire system for minimum of 2 years		
	Periodical maintenance free of charge during comprehensive warranty	С	
	period. Specify the service intervals by the supplier.		
Documentation	Original technical literature in English and relevant catalogues should		
	be provided with the offer		
	Manufacture authorization for the bidder to represent them	~	
	The local agent should carry out any repairs in the care of a sudden	С	
	breakdown/ malfunction of the machine with in three days and if not		
	should provide backup system		
Calibration Service	Should be able to provide annual calibration service free of	С	
	charge during the warranty period		
Chara parta availabili	ty Should be available spare parts for the next 10 Years	C	

Item No	Specification	Requirement	Priority	Bidders Response (Yes/No)	Remarks
14	Equipment	Multi-function digital Illuminance Meter (Lux meter)			
	Make	Please specify	C		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Accessories	With detachable receptor head (Multi-point measurements of 2 to 30 points is possible); Illuminance meter class Conforms to requirements for Class AA of JIS C 1609-1: 2006 "Illuminance meters Part 1: General measuring instruments" Receptor: Silicon photocell Relative spectral response: Within 6% (f1') of the CIE spectral luminous efficiency V ($\hat{\lambda}$): Cosine response (f2) Within 3% Measuring range Auto range (5 manual ranges at the time of analog output): Measuring function Illuminance (lx). Illuminance difference (lx). Illuminance ratio (%). Integrated illuminance (lx) Meter should be water resistant to IP 42 standard	C		
	Measuring range (Illuminance)	0.01 to 299,900 lx; 0.001 to 29,990 fcd; Measuring range (Integrated illuminance): 0.01 to 999,900 x 103 lx h 0.001 to 99,990 x 10*3 fcd h / 0.001 to 9999 h			
	Display Type	It should have a LCD display with backlight; Liquid crystal display (number of 7 digits); maximum effective display:999; (0 or 0's to indicate the number of digits)	С		
	Facilities	User calibration function: CCF (Color Correction Factor) setting function: Measurement value x 0.500 to 2.000 Linearity: ±2% ±1 digit of displayed value Response switching, Range Hold, Timer Hold, Deviation display, Auto power off, Color correction factor setting, Average illuminance	С		

	computation, Ripple measurement, Light source luminous intensity measurement, Measurement of totalized intensity of illumination	
Power Supply	The meter should be operated with main power supply 240V; 50Hz	C
Accuracy	$\pm 2\%$ rdg ± 1 dgt (under 3000lx); $\pm 3\%$ rdg ± 1 dgt (over 3000lx)	C
Warranty	Comprehensive warranty for entire system for minimum of 2 years Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier.	C
Compliance	CE compliance	C
Other	 Should have a good after sales service. Please attach details of after sales service personnel, their qualification, and address of after sales division etc. Documentary evidence of requested specifications should be provided by marking on manufacturer's literature. Letter of Authority required from manufacturer. 	C
Brand name	Brand name should be embedded on the equipment as a permanent mark	C
Documentation	 User manual and other relevant documentations should be provided Manufacture authorization for the bidder to represent the given brand User reference list should be attached Should mention catalogue number, manufacturer and authorized dealer in the quotation 	C
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period	C
Spare parts availability	Should be available spare parts for the next 10 Years	C

Item No	Specification	Requirement	Priority	Bidders Response (Yes/No)	Remarks
15	Equipment	Trinocular stereo microscope with camera			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Head	Trinocular 45 degree	С		
	Zoom Range	0.67x - 4.5x	С		
	Eyepieces	10x/22 mm FOV	С		
	Overall Mag	6.7x - 45x	С		
	Working Distance	Approx. 110 mm	С		
	Stand	Plain Stand/ LED Transmitted & Reflected/ Ball Bearing Boom Stand Approx. Vertical Post : 240 mm ; Diameter : φ32 mm ; With φ95mm B/W Plastic & Perspex Plate and Paired Clips; Base Size : 200x255x60 mm	С		

General	Operating Environment Indoor Use Ambient Temperature 5°C– 40°C (41 °F–104 °F) Maximum Relative Humidity around 80% for temperatures up to 31 °C (88 °F), decreasing linearly through 70% at 34°C (93 °F), 60% at 37 °C (99 °F), to 50% relative humidity at 40°C (104 °F)	C
Camera specifications	 Resolution: Integrated 5.0 Mega Pixel Sensor Type: CMOS sensor Connectivity: Direct HDMI or USB output - Can view simultaneously. Direct HDMI output allows for image capture (video capture with remote & image & video recall) Software Compatibility: Ensure the camera is compatible with microscopy software for image capture, measurement, and analysis. Captures images to removable SD card or Leica software 	C
Software	Mac or PC compatible Free Download Image & Video capture, annotation, measurement, etc	с
Accessories	Dust Cover, HDMI cable, USB cable, SD card, power cord	С
Manufacturer Authorization	Supplier should submit the manufacturer authorization letter	С
Warranty	Comprehensive warranty for entire system for minimum of 5 years Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier.	С
Documentation	Original technical literature in English and relevant manufacturer catalogues should be provided with the offer	С

	Manufacture authorization for the bidder to represent them The local agent should carry out any repairs in the care of a sudden breakdown/ malfunction of the machine with in three days		
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period	С	
Spare parts availability	Should be available spare parts for the next 10 Years	С	

Item No	Specification	Requirement	Priority	Bidders Response (Yes / No)	Remarks
16	Equipment	Bacti - Cinerator			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Main requirements	 Based on the principle of electronic infrared, the products are widely used in the sterilization of inoculation rings or inoculation needles, completely replacing alcohol lamps The temperature inside the heating hole can reach 800 °C or above, sterilization takes only 5-7 seconds and sterilization is thorough The product can be used in an anaerobic chamber Small volume, light weight, appearance and easy to clean. Heating body can adjust angle, easy operation 	С		

	 Organic substances in the ceramic funnel pipe depths ashing prevent infectious spatter and cross contamination Precise temperature control technology, avoid the heating components work overload, long life 		
Center Max. Temp	825°C±50°C	С	
Low Level Temp.	480°C	С	
Heating Speed	20 min (to max. Temp.)	С	
Max. Sterilize Diameter	Φ14 mm	С	
Heating Element Length	Approx. 140 mm	С	
Adjustable Angle	75°~120°	С	
Voltage	AC 220-230 V, 50/60 Hz	С	
Power	Please specify	С	
Fuse	250 V,2 A/3A, Φ5x20	С	
Dimension	W.87xD.151xH.160 mm	С	
Net Weight	Please specify	с	
Warranty	Comprehensive warranty for minimum of 2 years or better Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier	С	

Documentation	Original technical literature in English and relevant catalogues should be provided with the offer Manufacture authorization for the bidder to represent them The local agent should carry out any repairs in the care of a sudden breakdown/ malfunction of the machine within three days and if not should provide a backup system	С	
Spare parts availability	Should be available spare parts for the next 10 Years	С	

Item	Specification	Requirement	Priority	Bidders	Remarks
No				Response	
				(Yes/No)	
17	Equipment	Universal centrifuge with swing out rotor bundle			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	General	The centrifuge should accommodate both 15 ml and 50 ml centrifuge	С		
		tubes, with separate buckets for each tube size. Should have other			
		relevant standard accessories.			
		Compact, less than 14 inches wide			
		Swing-out rotor for 4 x 200ml (16x50ml; min. 16x15ml)			
	Controls (Digital/Analog)	Digital	С		
	Refrigerated	No	С		
	Speed Type	Variable Speed	С		
	Rotor	Fixed angle & swing out; The centrifuge should be compatible with	С		
		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. Swing arm rotor to centrifuge.	
Min Speed (RPM)	200	С
Max Speed (RPM)	14000	С
Max RCF	18000	С
Run Time Max (sec)	360000	С
Timer	Yes	С
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. 	C
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. 	C
Noise Level	The centrifuge should have a low noise level during operation, ideally not exceeding 60 dB or more appropriate.	C
Power Requirements	The machine should be compatible with standard electrical outlets in Sri Lanka and have an energy-efficient design.	C
Other requirements	Compatible UPS is required	С
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. 	C
Certifications	The centrifuge should comply with relevant safety and performance standards, which is essential to operationalize in Sri Lanka.	C
Warranty and Support	Comprehensive warranty for minimum of 3 years or better Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier	C

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

Item	Specification	Requirement	Priority	Bidders	Remarks
No				Response	
				(Yes/No)	
18	Equipment	Laboratory bench top pH meter			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Accessories	The bench top pH Meter Kit should include all the accessories	С		
		needed to start testing in the laboratory.			
		It should include the meter, probe, integrated magnetic stirrer, elec-			
		trode stand, standard calibration buffers (NIST certified), storage so-			
		lution, calibration flasks and other accessories for quick start up.			
		Please provide the necessary details about the calibration solutions.			
	Standard	Meter should be water resistant to IP 42 standard	С		
	Display Type	It should have a LCD display with backlight	С		
	Facilities	It should have automatic temperature compensation facility.			
		It should have automatic buffer recognition facility with pH 2.00,	C		
		4.01, 7.00, 9.25 and 10.01 buffers.	C		
		It should read parameters pH, mV and Temperature			
	Power Supply	The meter should be operated with main power supply of 220-230 V;	С		
		50Hz			
	Electrode	It should be supplied with gel-filled pH combination electrode.	~		
		The electrode cable length should be at least 1 meter.	C		
	pH Range	0 - 14 with 0.01 resolution.	С		
	Warranty	Comprehensive warranty for minimum of 2 years or better.	C		
		Periodical maintenance free of charge during comprehensive	C		

	warranty period. Specify the service intervals by the supplier.		
mV Range	Range: \pm 1999 mV with resolution 0.1 mV	C	
Temperature	Range: 0-80°C, with resolution 0.1°C	С	
Accuracy	>0.3°C	С	
Compliance	CE compliance	С	
Other	Should have a good after sales service. Please attach details of after	С	
	sales service personnel, their qualification, and address of after sales		
	division etc.		
	Documentary evidence of requested specifications should be		
	provided by marking on manufacturer's literature.		
	Letter of Authority required from manufacturer.		
Brand name	Brand name should be embedded on the equipment as a permanent	С	
	mark	C	
Warranty and Support	Comprehensive warranty for minimum of 2 years or better	С	
	Periodical maintenance free of charge during comprehensive		
	warranty period. Specify the service intervals by the supplier		
Documentation	User manual and other relevant documentations should be provided		
	Manufacture authorization for the bidder to represent the given brand		
	User reference list should be attached	С	
	Should mention catalogue number, manufacturer and authorized	U U	
	dealer in the quotation		
Calibration Service	Should be able to provide annual calibration service free of		
	charge during the warranty period	C	
Spare parts availability	Should be available spare parts for the next 10 Years	C	

Item No	Specification	Requirement	Priority	Bidders	Remarks
INU				Response (Yes/No)	
19	Equipment	Sonicator			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Ultrasonic Power	watts average, 1000 Watts peak (with heater)	С		
	Ultrasonic Frequency	- 33 +/- 3 KHz	С		
	Ultrasonic Generator	Micro Controller base Digital Timer, With latest MOSFET based	С		
		technology, With Auto Degassing facility Automatic frequency			
		tuning for maximum output, Modular generator for easier			
		modification/servicing			
	Timer	LED display 0 - 20 / 90 minutes Timer with settable & On/Off Keys	С		
	Temperature Control	Blind Thermostat type & maximum allowable temperature is 65 °C	С		
		Digital Temperature Controller LED Display settable & On/Off Key	C		
	Tank MOC	Stainless Steel 316 grade & buffed from inside. 1.6 mm thickness,	С		
		Drain Value 1/2" Ball Value is provided for cleaning the tank	C		
	Tank housing MOC	Stainless Steel 304 Grade & buffed form, Supplied with Lid, Basket,	С		
		Power Cord			
	Tank Capacity	6.5 liters & Inner Size: 12" X 6" X 6"	С		
	Other accessories	Sound-proof cabinet for the sonicator	С		
	Power (VAC, Hz, A)	220V / 230V, 50 Hz	С		
	Warranty	Comprehensive warranty for minimum of 3 years or better	С		
		Periodical maintenance free of charge during comprehensive			
		warranty period. Specify the service intervals by the supplier			
	Other	Should have a good after sales service. Please attach details of after			
		sales service personnel, their qualification, and address of after sales	C		
		division etc.	C		
		Documentary evidence of requested specifications should be			

	provided by marking on manufacturer's literature.		
	Letter of Authority required from manufacturer.		
Brand name	Brand name should be embedded on the equipment as a permanent	C	
	mark	C	
Documentation	User manual and other relevant documentations should be provided		
	Manufacture authorization for the bidder to represent the given brand		
	User reference list should be attached	С	
	Should mention catalogue number, manufacturer and authorized		
	dealer in the quotation		
Calibration Service	Should be able to provide annual calibration service free of	С	
	charge during the warranty period		
Spare parts availability	Should be available spare parts for the next 10 Years	С	

Item	Specification	Requirement	Priority	Bidders	Remarks
No				Response	
				(Yes/No)	
20	Equipment	Laboratory incubator			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Temperature	Control $\pm 0.1^{\circ}$ c or better	С		
		Range 5 °C above ambient to 90°C or better			
		Uniformity $\pm 0.4^{\circ}$ C @ 37°C (98.6° F) or better	C		
		Tracking alarm user-programmable high/low	C		
	Unit heat load	120 v 200 btu/hr	C		
	Shelves (Approx.)	Shelf dimensions (w x d) inch around 13 x 12			
		Construction stainless steel, perforated	С		
		Surface area 1.08 sq. Ft. (0.1 sq. M) (Approx.)			
		Max. per chamber (Approx.) 4.32 sq. Ft. (0.40 sq. M) Standard 4			

Construction (Approx.)	Interior volume 1.4 cu. Ft. (39.6 l)	
	Interior type 304, mirror finish, stainless steel	C
	Exterior 18 gauge, cold-rolled steel	
Electrical	Rated voltage 230v, 50 Hz	C
	Alarm contacts power interruption; deviation of temperature	С
Dimensions (Approx.)	Minimum exterior (w x h x d) inch 18 x 18 x 22	С
	Minimum interior (w x h x d) inch 12 x 14 x 14	
Other	Should have a good after sales service. Please attach details of after	
	sales service personnel, their qualification, and address of after sales	
	division etc.	
	Documentary evidence of requested specifications should be	C
	provided by marking on manufacturer's literature.	
	Letter of Authority required from manufacturer.	
	Compatible UPS/Stabilizer is required	
Brand name	Brand name should be embedded on the equipment as a permanent	С
	mark	C
Warranty	Comprehensive warranty for minimum of 3 years or better	C
	Periodical maintenance free of charge during comprehensive	
	warranty period. Specify the service intervals by the supplier	
Documentation	User manual and other relevant documentations should be provided	
	Manufacture authorization for the bidder to represent the given brand	
	User reference list should be attached	C
	Should mention catalogue number, manufacturer and authorized	
	dealer in the quotation	
Calibration Service	Should be able to provide annual calibration service free of	С
	charge during the warranty period	
Spare parts availability	Should be available spare parts for the next 10 Years	С

Item No	Specification	Requirement	Priority	Bidders Response (Yes/No)	Remarks
21	Equipment	Colony counter			
	Make	Please specify	С		
	Model & Model Year	Please specify	С		
	Country of origin	Please specify	С		
	Compatible petri dish	50 to 150 mm	С		
	Minimum size of detected colony	0.1 mm or better	С		
	Camera	1 megapixel - zoom x28	С		
	RequirementsCounting on round Petri dishes of 35 - 150 mm or better, Counting on pour, surface, Spiral, circle mode plated dishes		С		
	Counting range	0 to 999	С		
	Magnification	3 to 9 times	С		
	Display	LED	С		
	Racks	2	С		
	Relative moisture	0.8	С		
	Ambient temperature	5 to 50 °C	С		
	Protective classIP21Total power consumption20 WPowerAC 220 to 230 V / 50 to 60 HzDimensionsApprox. 450 x 400 x 280 mm		С		
			С		
			С		
			С		
	Gross Weight	Please specify	С		

Warranty	Comprehensive warranty for minimum of 3 years or better Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier	С	
Documentation	Original technical literature in English and relevant catalogues should be provided with the offer Manufacture authorization for the bidder to represent them The local agent should carry out any repairs in the care of a sudden breakdown/ malfunction of the machine with in three days and if not should provide backup system	С	
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period	С	
Spare parts availability	Should be available spare parts for the next 10 Years	С	

Item No	Specification	Requirement	, , , , , , , , , , , , , , , , , , ,	Bidders Response (Yes / No)	Remarks
22	Equipment	Biosafety cabinet – BSL 2			
	Make	Please specify	С		
	Model & Model Year Please specify		С		
	Country of origin	Country of origin Please specify			
	General Provide a contained environment to handle hazardous biological materials, including pathogens or samples that may contain infectious agents. This containment helps prevent accidental exposure to personnel and the release of infectious agents into the laboratory environment. The cabinet creates a physical barrier between the operator and the biological material being handled,		С		

	minimizing the risk of inhalation or contact with infectious agents.	
Power requirement	220-230 V/AC, 50 Hz	С
Filter	ULPA (Ultra Low Penetration Air) system; 99.999% at 0.1-0.3 microns	С
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	C
Airflow	Stable, despite building voltage fluctuations and filter loading	С
Cabinet	Stainless steel side walls, negative pressure system	С
Size	Approx. 5 ft	С
Other requirements	 Transparent Front Door, Auto switch on/off for U.V. Germicidal tube & fluorescent light Comfortable lighting and legroom Intuitive and easy-to-use microprocessor controller Stable and self-compensating airflow Compatible UPS is required 	C
Manufacturer Authorization	Supplier should submit the manufacturer authorization letter	С
Warranty	Comprehensive warranty for minimum of 3 years or more better Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier	C
Documentation	Original technical literature in English and relevant manufacturer catalogues should be provided with the offer Manufacture authorization for the bidder to represent them The local agent should carry out any repairs in the care of a sudden	C

	breakdown/ malfunction of the machine with in three days		
Standards	Should have to have applicable international (EN 12469 and NSF 49) standard certificates	С	
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period	С	
Spare parts availability	Should be available spare parts for the next 10 Years	С	

Item No	Specification	Requirement	Priority	Bidders Response (Yes / No)	Remarks
23	Equipment	Dissecting microscope			
	Make	Please specify	С		
	Model & Model Year Please specify		С		
	Country of origin Please specify		С		
	Head	Binocular 60° Built-in HD camera	С		
	Eyepieces	10x/20 Fixed	С		
	Zoom Range	0.8x - 3.5x (8x - 35x with 10x eyepieces)	С		
	Working distance	Avg. 100 mm (10x eyepieces)	С		
	LED illumination	7-way LED Illumination	C		

Transmitted, Reflected, & Oblique			
Independent variable intensity controls			
Choice of 3 methods: maximum intensity with 5 LEDs, angled incident light side light with 2 LEDs	С		
Integrated 5.0 Mega Pixel CMOS Camera			
Direct HDMI or USB output - Can view simultaneously			
Direct HDMI output allows for image capture (video capture with re- mote & image & video recall)	С		
Captures images to removable SD card or Leica software			
Mac or PC compatiable			
Free Download	C		
Image & Video capture, annotation, measurement, etc			
Dust Cover, HDMI cable, USB cable, SD card, power cord	С		
Operating Environment Indoor Use Ambient Temperature 5°C–40°C	С		
$34^{\circ}C$ (93 °F), 60% at 37°C (99 °F), to 50% relative humidity at 40°C			
(104 °F)			
Supplier should submit the manufacturer authorization letter	C		
	C		
Periodical maintenance free of charge during comprehensive	С		
Original technical literature in English and relevant manufacturer catalogues should be provided with the offer Manufacture authorization for the bidder to represent them	С		
	Independent variable intensity controlsChoice of 3 methods: maximum intensity with 5 LEDs, angled incident light side light with 2 LEDsIntegrated 5.0 Mega Pixel CMOS CameraDirect HDMI or USB output - Can view simultaneouslyDirect HDMI output allows for image capture (video capture with remote & image & video recall)Captures images to removable SD card or Leica softwareMac or PC compatiableFree DownloadImage & Video capture, annotation, measurement, etcDust Cover, HDMI cable, USB cable, SD card, power cordOperating Environment Indoor Use Ambient Temperature 5°C-40°C(41 °F-104 °F) Maximum Relative Humidity around 80% for temperatures up to 31°C (88 °F), decreasing linearly through 70% at 34°C (93 °F), 60% at 37°C (99 °F), to 50% relative humidity at 40°C (104 °F)Supplier should submit the manufacturer authorization letterComprehensive warranty for entire system for minimum of 5 years. Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier.Original technical literature in English and relevant manufacturer catalogues should be provided with the offer	Independent variable intensity controlsCChoice of 3 methods: maximum intensity with 5 LEDs, angled incident light side light with 2 LEDsCIntegrated 5.0 Mega Pixel CMOS CameraDirect HDMI or USB output - Can view simultaneouslyCDirect HDMI output allows for image capture (video capture with remote & image & video recall)CCaptures images to removable SD card or Leica softwareCMac or PC compatibleCFree DownloadCImage & Video capture, annotation, measurement, etcCOperating Environment Indoor Use Ambient Temperature 5°C-40°C (41 °F-104 °F) Maximum Relative Humidity around 80% for temperatures up to 31°C (88 °F), decreasing linearly through 70% at 34°C (93 °F), 60% at 37°C (99 °F), to 50% relative humidity at 40°C (104 °F)CSupplier should submit the manufacturer authorization letterCComprehensive warranty for entire system for minimum of 5 years. Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier.COriginal technical literature in English and relevant manufacturer catalogues should be provided with the offerC	Independent variable intensity controls C Choice of 3 methods: maximum intensity with 5 LEDs, angled incident light side light with 2 LEDs C Integrated 5.0 Mega Pixel CMOS Camera C Direct HDMI or USB output - Can view simultaneously C Direct HDMI output allows for image capture (video capture with remote & image & video recall) C Captures images to removable SD card or Leica software C Mac or PC compatiable C Free Download C Image & Video capture, annotation, measurement, etc Dust Cover, HDMI cable, USB cable, SD card, power cord C Operating Environment Indoor Use Ambient Temperature 5°C–40°C (41 °F–104 °F) Maximum Relative Humidity around 80% for temperatures up to 31°C (88 °F), decreasing linearly through 70% at 34°C (93 °F), 60% at 37°C (99 °F), to 50% relative humidity at 40°C (104 °F) C Supplier should submit the manufacturer authorization letter C C Comprehensive warranty for entire system for minimum of 5 years. Periodical maintenance free of charge during comprehensive warranty period. Specify the service intervals by the supplier. C Original technical literature in English and relevant manufacturer catalogues should be provided with the offer C

	The local agent should carry out any repairs in the care of a sudden breakdown/ malfunction of the machine with in three days		
Calibration Service	Should be able to provide annual calibration service free of charge during the warranty period	С	
Spare parts availability	Should be available spare parts for the next 10 Years	C	

Note: For all the above-mentioned equipment training, demonstration, after sale services and list of users in Sri Lanka are required. The trainer should have previous experience with the related equipment. All recommended solutions by the manufacturer that need to be maintained and running the equipment better, should be readily available to supply on demand by the contractor.

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.
- (1) "The Project Site," where applicable, means the placenamed in the Contract Data.
- 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 beread as a whole.
- 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 apublic 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 acontract;
 - (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 threateningto 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

2. Contract Documents

3. Fraud and Corruption 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 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.
- Notices
 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.
- 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.
- 11.1 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.

11. Scope of

Supply

- 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.

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

15. Terms of

Payment

- 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
Duties16.1 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 twentyeight (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 anundertaking 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. Subcontract- ing	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.
	21.1	Technical Specifications and Drawings
21. Specifications and Standards		(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 thePurchaser.
- (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 Tests25.1 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 allof 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 theSupplier'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'sperformance of its other obligations under the Contract, dueallowance will be made in respect of the Delivery Dates andCompletion 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 twentyeight (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
- 30.1 Unless otherwise specified in the Contract, if after the date of 30. Change in 28 days prior to date of Bid submission, any law, regulation, Laws and ordinance, order or bylaw having the force of law is enacted, Regulations 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 Claus e14.
- 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 Amendments32.1 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 Suppliershall 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.

CC 1.1(i)	The Purchaser is: Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC)
CC 1.1 (m)	The Project Site/Final Destination is: Sri Lanka Institute of Biotechnology Pvt. Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama
CC 8.1	For notices , the Purchaser's address shall be:
	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
	The Supplier's address shall be:
	Attention:
CC 12.1	Details of Shipping and other Documents to be furnished by the Supplier are <u>as</u> requested by the purchaser.
CC 15.1	Sample provision [Select appropriately]
	CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	A: For Goods offered within Sri Lanka
	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.
CC 17.1	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.
	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.
CC 25.1	The inspections and tests shall be: as requested by the purchaser
CC 26.1	The liquidated damage shall be: <u>1% per week of the contracted value</u>
CC 26.1	The maximum number of liquidated damages shall be: 10% of the contracted value

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 inaccordance 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 [insertcomplete 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)⁵⁰ in figures and words]* uponreceipt by us of your first demand in writing declaring that the Supplier is in breach of itsobligation 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 theadvance 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 paymentreceived by the Supplier under the Contract until *[insert date⁵¹]*.

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

⁵⁰ The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified inthe CONTRACT DATA, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.
⁵¹ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that inthe 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 followingtext 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.