



## **Invitation for Bids (IFB)**

### **NATIONAL COMPETITIVE BIDDING (NCB)**

**Procurement of Laboratory Equipment Supply, Installation, Maintenance and Commissioning for the Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC), Phase I Building, Mahenawatta, Thalagala Rd, Pitipana, Homagama**

**Contract No: SLIBTEC/PROC/326/NCB/G&S/Procurement of Laboratory Equipment Supply, Installation, Maintenance and Commissioning**

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 Supply, Installation, Maintenance, and Commissioning 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 (<https://www.slibtec.gov.lk/procurement>) by interested bidders from **14<sup>th</sup> June 2026 to 28<sup>th</sup> June 2026.** Prebid meeting will be held on **16<sup>th</sup> June 2026 at 10.00 a.m.** at the aforementioned address.
4. The payment of non-refundable fee of **LKR 20,000** 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 **30<sup>th</sup> June 2026 at 2.00 p.m.** **Late bids will be rejected.** Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
6. Bids shall be valid for **91 Days** from the date of Bid Opening and all bids shall be accompanied by a bid security of **LKR 710,000.00** Bid Security shall be valid up to 28 days beyond the

date of Bid validity date, **27<sup>th</sup> October 2026**.

7. The delivery period is within 7 weeks from the date of awarding.
8. Bidding will be conducted through **National Competitive Bidding**
9. Qualifications requirements are included in the bidding document
10. 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 Science & Technology shall not be eligible for award of the contract.
11. Interested eligible bidders may obtain further information from Tharindu Madushankha Procurement Manager, Sri Lanka Institute of Biotechnology (Pvt) Ltd through the email address (tharindu.madushankha@slibtec.gov.lk).

**Chairperson**

**Department Procurement Committee**

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

**14<sup>th</sup> June 2026**

## Section I. Instructions to Bidders (ITB)

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

### General

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

official in the procurement process or in contract execution;

(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders 4.1 All bidders shall possess legal rights to supply the Goods under this contract.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or

(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, [www.npa.gov.lk](http://www.npa.gov.lk).

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

the BDS.

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

#### Contents of Bidding Documents

6. Sections of Bidding Documents
- 6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.
- Invitation For Bid
  - Section I. Instructions to Bidders (ITB)
  - Section II. Bidding Data Sheet (BDS)
  - Section III. Bidding Forms
  - Section IV. Schedule of Requirements
  - Section V. Conditions of Contract (CC)
  - Section VI. Contract Data
  - Section VII. Contract Forms

- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
7. Clarification of Bidding Documents
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.
8. Amendment of Bidding Documents
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

#### Preparation of Bids

9. Cost of Bidding
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.
11. Documents Comprising the Bid
- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - (b) Bid Security or Bid-Securing Declaration, in

accordance with ITB Clause 20;

- (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
- (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) any other document required in the BDS.

12. Bid Submission Form and Price Schedules 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bids 13.1 Alternative bids shall not be considered.
14. Bid Prices and Discounts 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.
- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
  - (b) on the previously imported goods of foreign origin
- (ii) However, VAT shall not be included in the price but shall be indicated separately;

(iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv) the price of other incidental services.

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15. Currencies of Bid  
15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

16. Documents Establishing the Eligibility of the Bidder  
16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods and Related Services  
17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.

18. Documents Establishing the Qualifications of the Bidder
- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
  - (b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
19. Period of Validity of Bids
- 19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
20. Bid Security
- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
  - (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, [www.npa.gov.lk](http://www.npa.gov.lk).
  - (c) be substantially in accordance with the form included

in Section IV, Bidding Forms;

- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for the period specified in the BDS.

20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
- (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 42;
  - (ii) furnish a Performance Security in accordance with ITB Clause 43.

## 21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

21.3 Any interlineations, erasures, or overwriting shall be valid

only if they are signed or initialed by the person signing the Bid.

### Submission and Opening of Bids

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

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

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

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

#### 23. Deadline for Submission of Bids

23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### 24. Late Bids

24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

#### 25. Withdrawal, and Modification of Bids

25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the

withdrawal notice is required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## 26. Bid Opening

26.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS.

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the

presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

### Evaluation and Comparison of Bids

27. Confidentiality
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.
28. Clarification of Bids
- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.
29. Responsiveness of Bids
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or

omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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

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

expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

34. Domestic Preference
- 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
35. Evaluation of Bids
- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
  - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.
- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
- 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance
36. Comparison of Bids

with ITB Clause 35.

37. Postqualification of the Bidder
- 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids
- 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

#### Award of Contract

39. Award Criteria
- 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
40. Purchaser's Right to Vary Quantities at Time of Award
- 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit which ever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
41. Notification of Award
- 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42. Signing of Contract
- 42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
- 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
43. Performance Security
- 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid- Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

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

<b>ITB Clause Reference</b>	<b>A. General</b>
<b>ITB 1.1</b>	<b>The Purchaser is:</b> Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC)
<b>ITB 1.1</b>	<b>The name and identification number of the Contract are:</b> Procurement of Laboratory Equipment Supply, Install, Maintenance and Commissioning for SLIBTEC Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama (Contract No: SLIBTEC/PROC/326/NCB/G&S/Procurement of Laboratory Equipment Supply, Install, Maintenance and Commissioning)
<b>ITB 2.1</b>	<b>The source of funding is:</b> Government of Sri Lanka
<b>ITB 4.4</b>	Foreign bidders are not allowed to participate in bidding.
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is: Attention: Procurement Department Address: Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Road, Pitipana, Homagama Telephone: 011 3431 844/ 078 1200 507 Electronic mail address: <a href="mailto:tharindu.madushankha@slibtec.gov.lk">tharindu.madushankha@slibtec.gov.lk</a> <a href="mailto:navoda.balasooriya@slibtec.gov.lk">navoda.balasooriya@slibtec.gov.lk</a>
	<b>C. Preparation of Bids</b>
<b>ITB 11.1 (e)</b>	<b>The Bidder shall submit the following General Information documents.</b> (To be furnished documentary evidence for the following). All documents submitted by photocopies shall be authenticated by Attorney at Law <ul style="list-style-type: none"> <li>• Should be in the business continuously for last <b>Five years</b> and should be a Manufacture or authorized representative from Manufacturer who must have manufactured and supplied satisfactorily similar products for at least during the last <b>Two years</b> continuously.</li> <li>• The Bidder should furnish information on past supplies and their satisfactory performance for last <b>Two years</b>.</li> </ul>

	<ul style="list-style-type: none"> <li>• The Bidder should submit the following documents along with the Bid; <ul style="list-style-type: none"> <li>- Certificate of Business Registration or Incorporation (Certified photocopy)</li> <li>- Records for the last <b>Two years</b> in the supply of similar products to government/ other institutions. (Certified photocopy).</li> <li>- Manufacture’s Authorization (original)</li> </ul> </li> </ul>
<b>ITB 14.3</b>	The bidders may quote for minimum quantities as mentioned in the list of goods and delivery schedule
<b>ITB 15.1</b>	The bidder shall quote in Sri Lankan Rupees
<b>ITB 18.1 (b)</b>	After sales service is required
<b>ITB 19.1</b>	The bid shall be valid until <b>91 days</b> from the date of bid opening
<b>ITB 20.1</b>	Bid shall include a Bid Security (issued by bank) strictly in accordance with the form included in Section IV Bidding Forms
<b>ITB 20.2</b>	<p>The amount of the Bid Security shall be <b>LKR 710,000.00</b>.</p> <p>The validity period of the bid security shall be until <b>27<sup>th</sup> October 2026</b> from the date of bid opening.</p>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.2</b>	<p>The Bidder shall seal the original and the copy of the Bids in two separate covers, duly marked as “<b>ORIGINAL OF BIDDING PROPOSAL</b>” and “<b>COPY OF BIDDING PROPOSAL</b>”. The two covers shall then be sealed as inner covers in the Envelope. The original cover shall include the originals and the copy shall include copies of the following;</p> <ul style="list-style-type: none"> <li>• Invitation for Bid</li> <li>• Bidding Data Sheet</li> <li>• Evaluation and Qualification Criteria</li> <li>• Bid Forms</li> <li>• Schedule of Requirements</li> <li>• Contract Data</li> <li>• Duly filled and signed form of Bid</li> <li>• Bid Security</li> <li>• Duly Signed Manufactures Authorization Form</li> <li>• Other information requested in Bidding Data clause 11.1(e); and any other information, bidder may wish to include</li> <li>• Finance statement</li> <li>• Last year audit report</li> <li>• Business registration</li> <li>• Need to provide proof for experience of supplying related equipment’s</li> </ul>

<b>ITB 23.1</b>	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: Chairperson, Department Procurement Committee</p> <p>Address: Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Road, Pitipana, Homagama.</p> <p>The deadline for the submission of bids is <b>30<sup>th</sup> June 2026 at 2.00 p.m.</b></p>
<b>ITB 26.1</b>	<p>The bid opening shall take place on <b>30<sup>th</sup> June 2026 at 2.00 p.m.</b> at the following address.</p> <p>Address: Corporate Area, Ground Floor, Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Road, Pitipana, Homagama.</p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 35.4</b>	<p>The following factors and methodology will be used for evaluation:</p> <p>The bids will first be evaluated for technical compliance. Then, from the bids that met all technical requirements, the lowest quoted bid will be selected.</p> <p>Bidder will be bound to deliver one or more items awarded as specified in the letter of award.</p> <p>Other factors that will be considered for evaluation are (List and describe the methodology):</p>
<b>ITB 35.5</b>	<p>Bidders shall be allowed to quote for one or more lots.</p>

## **Section III. Evaluation and Qualification Criteria**

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

### **Qualification Criteria**

#### **1. Legal and Regulatory Requirements**

- **Registration:** The bidder must be a legally registered entity in Sri Lanka (or an international bidder with the ability to operate in Sri Lanka). This includes being registered with the Department of Registrar of Companies (if applicable) and having the appropriate business licenses.
- **Tax Compliance:** The bidder must comply with Sri Lankan tax laws, including VAT, income tax, and other applicable taxes. Evidence of tax registration, such as a Taxpayer Identification Number (TIN), must be provided.

#### **2. Experience and Track Record**

- **Previous Supply Experience:** The bidder must demonstrate experience in supplying similar laboratory equipment, preferably within the last 3-5 years. This includes showing successful past deliveries of laboratory equipment to other institutions (e.g., universities, research institutions, hospitals, etc.).
- **Client References:** The bidder should provide references from past clients where they have supplied similar laboratory equipment. The references should include details such as contract value, delivery timelines, and client contact information.

#### **3. Financial Criteria**

- **Financial Stability:** The bidder must prove financial stability by submitting audited financial statements for the past 3 years. This helps the procuring entity assess whether the bidder has sufficient liquidity and resources to fulfill the contract.
- **Banking Details:** Proof of financial capacity (e.g., a letter from a bank or bank statements) may be required to demonstrate that the bidder has the financial backing to complete the contract.

#### **4. Technical Criteria**

- **Product Specifications and Quality:** The bidder must provide detailed specifications and brochures for the laboratory equipment being offered. This includes meeting internationally recognized standards (e.g., ISO certification for equipment).
- **Compliance with Standards:** Laboratory equipment must meet relevant Sri Lankan national standards (or international standards if applicable). For instance, compliance with ISO, IEC, or CE standards may be required.
- **Installation and Commissioning:** The bidder should have the capacity to install and commission the laboratory equipment. The bidder should provide a plan for installation, calibration, testing, and training of staff, as well as documentation for operational use.

## 5. Personnel and Equipment

- **Qualified Personnel:** The bidder must demonstrate qualified technical personnel who can oversee the installation, commissioning, and training related to the equipment.
- **Service Engineers:** Bidders may be required to provide details of qualified service engineers or technicians who can maintain and repair the equipment after installation.

## **Evaluation Criteria**

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 IV. Bidding Forms**

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## Bid Submission Form

**NAME OF CONTRACT:** Procurement of Laboratory Equipment Supply, Install, Maintenance and Commissioning for the SLIBTEC, Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama

**Contract -** SLIBTEC/PROC/326/NCB/G&S/Procurement of Laboratory Equipment Supply, Install, Maintenance and Commissioning

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

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

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

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

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

## PRICE SCHEDULE

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

1	2	3	4	5	6	7	8	9	10
<b>Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)</b>									
<b>A</b>									
Item No.	Description of Goods or related services	Qty and unit	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)
1	FPLC	01 Unit							
2	Automated Western Blot System	01 Unit							
3	37°C Incubator	01 Unit							
4	Ultra-pure water system with RO System	01 Unit							

**Lot Number 01**

1	2	3	4	5	6	7	8	9	10
	<b>Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)</b>								
	<b>A</b>								
Item No.	Description of Goods or related services	Qty and unit	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)
5	0.5 - 10 µl 8 Channel Micropipette	02 Units							
6	2 - 20 µl 8 Channel Micropipette	02 Units							
7	20 - 200 µl 8 Channel Micropipette	02 Units							
8	Pipette Rack (Suitable above 8 Channel Micropipette)	02 Units							

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

## Bid Security (Guarantee)

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

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

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

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

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to *(insert date)*

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

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

## Bid-Securing Declaration

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

Name of contract **SLIBTEC/PROC/326/NCB/G&S/ Procurement of Laboratory Equipment Supply, Install, Maintenance and Commissioning**

Contract Identification No **SLIBTEC/PROC/326/NCB/G&S/ Procurement of Laboratory Equipment Supply, Install, Maintenance and Commissioning**

Bid No: **326**

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

We, the undersigned, declare that:

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

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

Name *[insert printed or typed name]*

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

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

## **Manufacturer's Authorization**

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

Date: *[insert date (as day, month and year) of Bid Submission]*  
No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

### **WHEREAS**

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

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

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

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

Title: *[insert title]*

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

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

## **Section V. Schedule of Requirements**

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## 1. List of Goods/ Service 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/ Service	Quantity	Final (Project Site) Destination as specified in BDS	Delivery date <i>[to be provided by the purchaser]</i>	Bidder’s offered Delivery date <i>[to be provided by the bidder]</i>
1	FPLC	01 Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 07 weeks after the awarding	
2	Automated Western Blot System	01 Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 07 weeks after the awarding	
3	37°C Incubator	01 Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 07 weeks after the awarding	
4	Ultra-pure water system with RO System	01 Unit	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 07 weeks after the awarding	

### Lot Number 01

Item No	Description of Goods/ Service	Quantity	Final (Project Site) Destination as specified in BDS	Delivery date <i>[to be provided by the purchaser]</i>	Bidder’s offered Delivery date <i>[to be provided by the bidder]</i>
5	0.5 - 10 µl 8 Channel Micropipette	02 Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 07 weeks after the awarding	
6	2 - 20 µl 8 Channel Micropipette	02 Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 07 weeks after the awarding	
7	20 - 200 µl 8 Channel Micropipette	02 Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 07 weeks after the awarding	
8	Pipette Rack (Suitable above 8 Channel Micropipette)	02 Units	Sri Lanka Institute of Biotechnology (SLIBTEC), Phase I Building, Mahenwatta, Thalagala road, Pitipana, Homagama	Within 07 weeks after the awarding	

Refer ITB 17.3 and list accordingly

## 2. 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 4 Mark the sub-components that the Purchaser will consider as critical during the evaluation as "C"*

**All the following requirements are supplier should provide for each instrument separately.**

- Should be able to provide initial and annual calibration service from a third-party accredited laboratory at delivery time (should be able to provide calibration service on request, free of charge within the warranty period).
- Demonstration at the time of installation and commissioning, and on-site training for the staff of the laboratory.
- The local agent should submit the manufacturer's authorization letter along with a letter confirming the availability of spare parts for 10 years for each instrument.
- If the purchaser requests any repair or maintenance, the supplier should attend to that within 24 hours (should provide an undertaking letter).
- Bidder should have good after-sales facility with trained technicians and parts available to carry out any service/ repair immediately (should provide an undertaking letter).
- For all the below-mentioned equipment, training, demonstration, after-sales services, and a 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 run the equipment better should be readily available to supply on demand by the contractor (should provide an undertaking letter).
- Supplier should undertake to provide backup equipment to ensure seamless continuation of lab work at the event of equipment breakdown within the warranty period (should provide an undertaking letter).

Item#	Specification	Requirements	Priority	Bidder's Response (Yes/No)	Remarks
01	Equipment	FPLC			
	Make	Please specify			
	Model	Please specify			
	Country of Manufacture	Please specify	C		
	Country of Origin	Please specify	C		
	Manufacture Year	Please specify			
	System Overview	<p>Fully automated Fast Protein Liquid Chromatography (FPLC) system suitable for purification of proteins, peptides and biomolecules from microgram levels to tens of grams of target product from multiple samples.</p> <p>The specifications listed below represent the <b>minimum functional and performance requirements</b> for a research-grade Fast Protein Liquid Chromatography (FPLC) system intended for purification and analytical characterization of proteins, antibodies, and biomolecules.</p> <p>Equipment offered by bidders may vary in design; however, systems proposed must meet or exceed the <b>minimum specifications described below</b>. Equivalent or superior systems from <b>any internationally recognized manufacturer</b> will be accepted.</p> <p>The system must be supplied as a <b>fully integrated turnkey solution</b>, including pumps, detectors, fraction collector, software, installation, training, and required accessories for immediate operation.</p>	C		
		2. The system must be modular, scalable, bench-top, and supplied as a complete plug-and-play turnkey solution.	C		

		3. The system should run with an automatic pressure control option, enabling modulation of the flow rate upon reaching the set pressure and continuing the run without pausing the system.	C		
		4. The system should include all types of connectors, filters, ferrules, Teflon and peek tubing, sample loops all other accessories.	C		
		5. There should not be any siphoning effect due to gravity before the gradient formation.	C		
	Pumping and Fluid Delivery	1. The system should have two pumps with 4 pump heads of hydrophobic material, which could tolerate harsh chromatographic buffers such as 8 M urea buffer and 6 M guanidinium hydrochloride with low pulsation. This is essential for the purification of denatured proteins and complex enzyme characterization where harsh cleaning-in-place (CIP) protocols are mandatory.	C		
		2. Minimum flow range 0.001–25 mL/min or higher and have have built-in support for column packing at a higher flow rate up to 50 ml/min to ensure packing efficiency. Maximum operating pressure range should be 0 - 20 MPa (200 bar). Integrated pressure monitoring with automatic alarms is mandatory.	C		
		3. The system must have an in-line mixer equipped with a magnetic stirrer to ensure accurate mixing of buffers. A mixer volume should be less than 1.5 mL to avoid sample dilution.	C		
	Detection and Monitoring	1. The FPLC system should have a multi-wavelength detector which enables simultaneous monitoring of any three different wavelengths in the range of 190-700 nm and monitoring at 214 nm, 254 nm and 280 nm is mandatory.	C		
		2. The following UV-Vis parameters should be available: a.) Noise of less than 0.1 mAU with a resolution of 0.001 mAU and minimum UV linearity of $\pm 2.0\%$ across the UV range. b.) Lamp with no requirement of warm-up time. c.) Lamp life should be of minimum 5000 hr. d.) Lamp should not cause any heat-up of the system detector to avoid sample degradation.	C		
		3. The system should have optical fiber-based light for a high signal-to-noise ratio, and automatically switching off the lamp in stand-by mode ensures a long lamp lifetime.	C		

		4. UV detector should have an absorbance range from -6 to +6 AU with an optical path length of 2 mm. This high absorbance range is required to prevent signal saturation during high-concentration monoclonal antibody capture runs.	C		
		5. The system must have Conductivity Monitor of range 0.01 mS/cm to 999.99 mS/cm with an accuracy of $\pm 0.01$ mS/cm with an in-built temperature sensor to correct variation due to temperature.	C		
		6. Conductivity monitor should be integrated with an automated temperature and flow compensation system.	C		
		7. Inline pH detectipon using pH electrodes & detector and, Inline conductivity detector for salt gradient monitoring should be available. Real time chromatogram display and data acquistion is available.	C		
	Column Handling and Valves	1. Multi-position column selection valve enabling automated column switching is mandatory.	C		
		2. The system should have a column control valve which should allow the system to run in column bypass mode for efficient washing and cleaning of the system without removing the column and reverse flow for increased application flexibility and cleaning of the column.	C		
		3. System must support low dead-volume PEEK (Polyether Ether Ketone) tubing and fittings. Column mounting should be direct and tool-free.	C		
		4. System should have the capability of an outlet valve having at least 3 outlet ports, one going to the Fraction collector, one to waste, and one to collect in separate vials/vessels.	C		
		5. System should have the option to be integrated with third party detectors like fluorescence detectors, RI and autosamplers simultaneously for increased application flexibility at the time of purchase or post-purchase.	C		
	Chromatography Column Compatibility	The system must be fully compatible with affinity chromatography, ion exchange chromatography, size exclusion chromatography, hydrophobic interaction chromatography, desalting columns, and empty columns for custom resin packing.	C		
	Columns	<b>General Requirement (MANDATORY)</b>			
		All chromatography columns listed below must be supplied together with the FPLC system.	C		

	<p>The FPLC system must feature native mounting and fluidic ports designed to interface directly with the specified high-resolution analytical columns to maintain the Manufacturer's Performance Guarantee for peak symmetry and resolution, the fluidic path must be as short and direct as possible.</p> <p>Columns must be prepacked and ready-to-use. The connection interface between the column and the FPLC system must ensure a zero-dead-volume flow path without the use of secondary external adapters or specialized thread modifications</p> <p>This is Critical for High-Resolution SEC: any unswept volume (dead volume) introduced by adapters causes extra-column band broadening. This ruins the resolution required for precise molecular weight estimation and aggregate quantification.</p>	C		
	Columns must be suitable for plug-and-play operation, reusable, and compatible with standard aqueous buffer systems.	C		
	Bed volumes must be appropriate for laboratory-scale protein purification (analytical to preparative).	C		
	Columns must be supplied with storage instructions and recommended cleaning/regeneration protocols.	C		
	<b>Capture/ Affinity</b>			
	<p>1. Protein A affinity column — 1 mL (×1)</p> <p>Rationale: Primary capture for monoclonal antibodies; small 1 mL format is economical and high-capacity for lab scale.</p>	C		
	<p>2. IMAC (metal-chelate) column (Ni<sup>2+</sup> or equivalent) — 1 mL (×1)</p> <p>Rationale: Purification of His-tagged recombinant proteins; 1 mL is sufficient for development and prep runs.</p>	C		
	<p>3. Ligand-specific affinity column (e.g., GST/biotin-binding equivalent) — 1 mL (×1)</p> <p>Rationale: For tagged proteins or special purifications where tag-specific capture is needed.</p>	C		
	<p>4. Protein G or Protein L affinity column — 1 mL (×1, optional if diverse IgG subclasses expected)</p> <p>Rationale: Alternative capture for antibodies with poor Protein A binding.</p>	C		
	<b>Intermediate / Polishing (Ion Exchange)</b>	C		

	5. Strong anion exchange (Q-type) column — 1–5 mL (recommend 1 mL for minimal set) (×1) Rationale: Intermediate purification / host-cell protein removal; 1 mL for scouting, 5 mL if throughput higher.	C		
	6. Strong cation exchange (S-type) column — 1–5 mL (recommend 1 mL) (×1) Rationale: Charge-based polishing, isoform separation.	C		
	7. High-resolution IEX column (analytical / semi-prep) — 1–3 mL (×1) Rationale: Method development and high-resolution troubleshooting (small bed volume for sharp peaks).	C		
	<b>Polishing / Size Exclusion</b>	C		
	8. Analytical SEC column (small, high-resolution) — 24–30 mL bed volume (×1) Rationale: Aggregate analysis and molecular size estimation (typical analytical SEC like 10/300 GL ≈ 24 mL).	C		
	9. Preparative SEC column (polishing / aggregate removal) — 120–200 mL bed volume (recommend 120 mL) (×1) Rationale: Preparative polishing and buffer exchange at higher sample loads	C		
	<b>Auxiliary / Specialty</b>	C		
	10. Hydrophobic interaction chromatography (HIC) column — 1–5 mL (recommend 1 mL) (×1) Rationale: Separation based on surface hydrophobicity—useful for removing impurities or isoforms.	C		
	11. Mixed-mode / multimodal column — 1–5 mL (recommend 1 mL) (×1) Rationale: Useful for “difficult” proteins where single-mode resins fail.	C		
	<b>Buffer Exchange / Desalting</b>	C		
	12. Desalting / buffer-exchange column (fast) — 5–10 mL (recommend 5 mL) (×1) Rationale: Quick buffer swaps for analytical or small prep volumes.	C		
	13. High-capacity desalting column (preparative) — 20–50 mL (recommend 20 mL) (×1) Rationale: Preparative buffer exchange for larger batches.	C		

		<b>Method Development / Custom Packing</b>	C		
		14. Empty column — small diameter (packable) — adjustable 5–20 mL (×1) Rationale: Pack custom resins for scouting or special chemistries.	C		
		15. Empty column — medium diameter (packable) — adjustable 20–100 mL (recommend 50 mL) (×1) Rationale: Scale-up and method transfer packing.	C		
		<b>Essential Extras (to be supplied with the column set)</b> · Column end fittings and mounting adapters (system-compatible) — set · Column storage/transport clamp(s) — 2 pcs · Column storage solutions (preservative) — as per column chemistry (small bottles) · Column packing/adapter kit (for empty columns) — 1 kit · Spare frits and sealing kits — 1 set per column type	C		
	Fraction Collection and Sample Handling	1. Fraction collector with the Drop-sensing synchronization technology which minimizes spillage by timing fraction changes between drops and should allow use of a variety of racks that can accommodate various deep-well plate formats (24-, 48-, and 96-well), 96-well microplates, and tubes (0.5, 1.5, 2 mL and 50 mL).	C		
		2. It can be used in time, volume or peak recognition mode with programmable volume-based and peak-based fractionation. Sample injection loops and/or sample pump must be included.	C		
	Software and Data Management	Software must allow method creation, gradient programming, real-time monitoring and data analysis. Software gives real-time control of the chromatography system—both manual and programmed. Software must have predefined methods for different chromatography techniques and also a library of predefined phases for creating or editing your own methods. Data must be exportable in standard formats.	C		
		1. The software must feature an intuitive, real-time graphical system status display (dynamic flow-path) that allows for both manual and programmed control of all modules.	C		
		2. The software must include a library of pre-validated templates for common chromatography techniques (Affinity, IEX, SEC, HIC) and a database of standardized resin parameters to facilitate rapid method creation.	C		

		It should have sharing of methods and results along with remote access capabilities to systems to save valuable time and resources.			
		3. The software must support automated programming assistants for step-by-step method development.	C		
		4. The system must allow for automatic data recovery in the event of power or communication failure and be fully compliant with 21 CFR Part 11 or equivalent international standards for electronic records and signatures.	C		
		5. Should include logic-based "If-Then" safety triggers (conditional commands) to monitor parameters like pressure, pH, and conductivity.in the control software to ensure that various parameters like pH, conductivity, pressure, etc. are in the acceptable range upon execution of an action by the operator.	C		
		6. The control software must be compatible with, or feature integrated modules for, Statistical Experimental Design (e.g., Design of Experiments - DoE) to optimize purification conditions with minimal experimental runs.	C		
		7. The bidder must guarantee free software patches and firmware updates within the purchased version to ensure ongoing compatibility with modern operating systems.	C		
		8. Software should be GLP and 21 CFR part 11 compliant.	C		
		9. The software should have option of remote operating and visualizing the runs.	C		
	Power and Backup Power – UPS	Should be working with Sri Lanka electrical setting, 230 V 50 Hz. Dedicated online UPS with sufficient capacity to support the entire FPLC system, detectors, fraction collector and PC. Minimum backup time of 30–45 minutes under full operational load. Automatic voltage regulation and surge protection are mandatory.	C		
	Refrigeration for system	General Requirement: A dedicated refrigeration solution shall be supplied to maintain the FPLC system, chromatography columns, and chromatography buffers at controlled low temperature to ensure protein stability, column longevity, and reproducibility of chromatographic performance.	C		
		1. Refrigerated Environment for FPLC System			

		The bidder shall supply a laboratory-grade refrigerated cabinet / cold enclosure / cold room-compatible housing suitable for accommodating the entire FPLC system, including: Pump module, Detectors, Column valve, Mounted chromatography columns, Fraction collection tubing (where applicable)	C		
		The refrigeration system shall maintain a stable operating temperature range of 4–8 °C during FPLC operation.	C		
		The refrigeration system shall be designed to allow:			
		· Continuous operation of the FPLC without condensation-related damage	C		
		· Adequate airflow and ventilation for instrument electronics	C		
		· Safe routing of tubing, power, and communication cables	C		
		Temperature stability shall be $\pm 1$ °C or better under continuous operation	C		
		Integration and Turnkey Requirement	C		
		The refrigeration solution shall be fully compatible with the supplied FPLC system and shall not require third-party modification.			
		All necessary accessories, including:	C		
		· Shelving	C		
		· Column holders or racks	C		
		· Cable/tubing access ports	C		
		shall be supplied as part of the turnkey package.			
		The bidder shall confirm that operation of the FPLC system at 4–8 °C does not void warranty and is supported by the manufacturer.	C		
	Consumables and Accessories	Initial supply of tubing, fittings, connectors, column storage solution and cleaning reagents must be provided.	C		
	Installation, Training and Validation	1. On-site installation, commissioning, user training and application training must be provided by only manufacturer's service engineer and application specialist.	C		
		2. manufacture site application training should be given for 2 SLIBTEC recommended persons for optimal usage of the equipment. Advanced application training at the manufacturer's facility is essential to ensure institutional capacity building and adherence to international			

		bioprocessing standards			
		3. Installation Qualification (IQ) and Operational Qualification (OQ) documentation must be supplied.	C		
	Compliance	Should have CE, IEC 61010 compliance	C		
	Warranty and Service	Comprehensive warranty for minimum period of 3 years. Preventive maintenance during warranty period must be free of charge (every 6 months). Availability of spare parts for at least 10 years must be guaranteed.	C		
	Turnkey Requirement	The complete system including FPLC, columns, UPS, refrigerator, software, accessories and training must be supplied as a single integrated turnkey package and be fully operational upon commissioning.	C		
	Manufacturer Requirements	<p>The manufacturer must:</p> <ul style="list-style-type: none"> <li>• Have <b>at least 10 years of experience</b> in chromatography systems.</li> <li>• Have <b>peer-reviewed publications</b> citing use of their FPLC systems.</li> <li>• Provide <b>international service support</b>.</li> <li>• Provide <b>local or regional service support</b> for Sri Lanka.</li> </ul>	C		

Item#	Specification	Requirements	Priority	Bidder's Response (Yes/No)	Remarks
02	Equipment Name	Automated Western Blot Transfer system			
	Make	(Please specify)			
	Model and Model year	(Please specify)			

Country of origin	(Please specify)			
Throughput (per run)	1–2 midi or 1–4 mini gels	C		
Automation	Semi-automated transfer	C		
	No or minimum buffer prep	C		
Programmability	Built-in user Interface	C		
	Preloaded transfer protocols and the ability to custom methods can be saved	C		
Gel Formats	Mini or midi gels	C		
Membrane Types	Nitrocellulose or PVDF	C		
Transfer Mode	Dry transfer or Semi-dry transfer	C		
Run Time for Transfer	less than 10 min	C		
Run Time for Downstream Analysis	Around 3 hr or less			
Detection Compatibility	Supports chemiluminescence, fluorescence, chromogenic	C		
Integrated Blot Processing	Able to use with midi, mini gels and strips	C		
	Full automation of blot processing	C		
	Uses sequential flow chemistry	C		
Accessories	Provide a list of all accessories necessary to perform blotting on nitrocellulose and PVDF membranes with the quoted instrument.	C		
Reagents	Provide a list of all reagents required to perform blotting using the quoted instrument, including those necessary for chemiluminescent, fluorescent, and chromogenic detection methods.	C		
Related kit prices	Quoted prices should be fixed for the next five years	C		
Documentation	Original technical literature in English and relevant catalogues should be provided with the offer	C		
	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	C		
		Guarantee of availability of all spare parts and kits for a minimum of <b>ten years</b> after purchase of equipment	C		
		List of users in Sri Lanka preferably laboratories			
	Power requirement	Should operate on a power supply of 230V, ~50 Hz, Square pin power adapter	C		
	UPS stabilizer	Online UPS with stabilizer capable of backup for 30 min or better	C		
	Warranty	Minimum 3 years of warranty period for the entire system Minimum 2 years of warranty period for UPS stabilizer Maintenance of the equipment should be every 6 months free of charge during the warranty period	C		

Item#	Specification	Requirements	Priority	Bidder's Response (Yes/No)	Remarks
03	Equipment Name	Incubator 37°C with inbuild orbital shaking platform			
	Make	(Please specify)			
	Model and Model year	(Please specify)			
	Country of origin	(Please specify)			
	General	Inner bladder of mirror stainless steel, four corners rounded, easy for cleaning, space between shelves adjustable.	C		

		Microcomputer-based smart controller, temperature control of high precision and reliability, protection against excessive temperature, sensor failure, creepage, over-current, etc., sound & light alarming, timing function.	C		
		Forced hot air circulation design to ensure temperature uniformity in the operating chamber. Silicon rubber sealing and double- layer observation window, making observation easy.	C		
		Multi-section control system for speed, temperature, and time. Multiple experimental modes for speed, temperature, and time can be configured simultaneously, with the operation mode automatically switching during use.	C		
Auxiliary features		ultra-low speed initiation, adjustable startup velocity, over-speed automatic safeguard, timing monitor, parameter storage, power-failure recovery, refrigeration compressor overload protection with delayed restart,audible and visual alarms for high/low temperature limits, automatic shutdown when the door is opened, set-parameter verification, temperature monitoring, and ambient temperature calibration	C		
Rotary shaking oscillation mechanism		Forced-convection circulation mode	C		
Cyclotron frequency		0 - 350 rpm	C		
Frequency accuracy		±1 rpm	C		
Plate swing amplitude		Customizable	C		
Power requirement		220-240 VAC, ~50 Hz	C		
Display		LCD,			
Energy consumption		Below 700 W	C		
Stackable		Yes			

Chamber Capacity	150 L or better (not more than 200L)	C		
Temperature Range Ambient	5°C to 70°C (±5°C)	C		
Temperature Stability	0.2°C or better	C		
Display Resolution	0.1	C		
Uniformity at 37°C	±0.8 or better	C		
Heated to 37°C	30min	C		
Test Hole	Yes, Ø5mm			
Max # of Shelves	10	C		
# of Shelves	2	C		
Max. Load per Shelf	20Kg	C		
External Dimension (WxHxD)	800*1100*600 mm (Approx )	C		
Timer	1~9999 min/h or continuous	C		
UPS stabilizer	Online UPS with stabilizer capable of backup for 30 min or better	C		
Certification	EN 12469, ISO 9001	C		
Documentation	Manufacture product catalogues with the requested information	C		
Standards	Should have to have applicable international standard certificates - EN 12469/ ISO 9001	C		
Warranty	should provide a warranty for the entire equipment for 2 years or more Maintenance of the equipment should be carried out every 06 months free of charge during the warranty period	C C		

Item#	Specification	Requirements	Priority	Bidder's Response (Yes/No)	Remarks
04	Equipment Name	Ultrapure water system			
	Make	(Please specify)			
	Model and Model year	(Please specify)			
	Country of origin	(Please specify)			
	Purity	Ultrapure (ASTM Type I and Type 3)	C		
	Electrical Resistivity	>18 MΩ-cm	C		
	Electrical Conductivity	<0.056 µS/cm	C		

Total Organic Carbon (TOC)	Should be less than 5 ppb	C		
Ion exchange cartridge	Should have ion exchange cartridge to remove ions	C		
Silica	Should be less than 10 mg/L			
Bacteria	Should be less than 1 CFU/ml	C		
	Should be supplied with UV-oxidation facility and UF facility	C		
Chlorine:	Should be less than 0.1 mg/L	C		
Particulate	Able to filter to remove particles 0.2 micrometers or larger, and less than 1 particulate/mL	C		
DNase:	< 5 pg/mL	C		
RNase	< 1 pg/mL	C		
Pyrogen:	Should be less than 0.001 EU/mL	C		
Type of feed water:	It should be suitable to feed with direct tap water – external prefiltration system should be provided	C		
Central processing unit	A microprocessor to monitor and manage a device or equipment, ensuring it operates correctly.	C		
	Should have real-time clock and code protected operating system	C		
Flow rate	1- 2 L/min or better	C		
Out put water rate	6 L/hr or better	C		
Documentation	Original technical literature in English and relevant catalogues should be provided with the offer	C		
	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	C		
	Guarantee of availability of all spare parts for a minimum of ten years after purchase of equipment	C		
	List of users in Sri Lanka preferably medical laboratories			
Power requirement	Should operate on a power supply of 230V, 50 Hz	C		
Accessories	(Please specify)	C		
Warranty	should provide a warranty for the entire equipment for 3 years or more	C		

		Maintenance of the equipment should be carried out every 06 months free of charge during the warranty period			
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Item#	Specification	Requirements	Priority	Bidder's Response (Yes/No)	Remarks
05	Equipment	Micropipettes 0.5 - 10 µL			
	Make	(Please specify)			
	Make	(Please specify)			
	Model and Model year	(Please specify)			
	Country of origin	(Please specify)			
	Autoclave	Fully autoclavable at 121°C for 20 minutes	C		
	Construction	8 Channel Micropipettes Adjustable-volume micropipettes Digital Volume setting UV resistant	C		
		Resin material of ejector pipe could enhance high tolerance to the solvents and prevent damaging to the glasses Pipette should be able to dispense liquids which have smaller molecular weight without any residue adhere to tip's inside wall Longer second - push stroke	C		
		PTFE (Fluorine resin ) in the airtight chamber of the pipette Easy single hand lock lever Pipette should be non greasing type Pipette should be with Hyper Blower System Compatible for universal tip sizes	C		
	Increments(µL)	0.01			
Accuracy and precision	Indicate the accuracy of the quoted model according to each referenced volume	C			

		Indicate the precision of the quoted model according to each referenced volume			
	Plunger materials	Plunger materials should be ceramic for chemical resistant, corrosion proof and abrasive	C		
	Documentation	Supplier must be well reputed with at least 05 years sales experience with the brand Should be able to provide annual calibration service free of charge during warranty period All the specifications required should be mentioned in the original literatures. Manufacture authorization for the bidder to represent them Bidder should have an excellent after sales facility with trained technicians and parts available locally to carry out any service/ repair immediately Attach the list of user references Attached major consuming spare parts list and prices	C		
	Warranty	Minimum warranty period – 3 years	C		
	Spare parts availability	Spare parts should be available for Next 10 Years	C		

Item#	Specification	Requirements	Priority	Bidder's Response (Yes/No)	Remarks
06	Equipment	Micropipettes 2.0 - 20 µL			
	Make	(Please specify)			
	Model and Model year	(Please specify)			
	Country of origin	(Please specify)			
	Autoclave	Fully autoclavable at 121°C for 20 minutes	C		
	Body	8 Channel Micropipettes	C		

	Adjustable-volume micropipettes Digital Volume setting UV resistant			
	Resin material of ejector pipe could enhance high tolerance to the solvents and prevent damaging to the glasses Pipette should be able to dispense liquids which have smaller molecular weight without any residue adhere to tip's inside wall Longer second - push stroke	C		
	PTFE (Fluorine resin) in the airtight chamber of the pipette Easy single hand lock lever Pipette should be non greasing type Pipette should be with Hyper Blower System Compatible for universal tip sizes	C		
Increments( $\mu$ L)	0.02			
Accuracy and precision	Indicate the accuracy of the quoted model according to each referenced volume Indicate the precision of the quoted model according to each referenced volume	C		
Plunger materials	Plunger materials should be ceramic for chemical resistant, corrosion proof and abrasive	C		
Documentation	Supplier must be well reputed with at least 05 years sales experience with the brand Should be able to provide annual calibration service free of charge during warranty period All the specifications required should be mentioned in the original literatures. Manufacture authorization for the bidder to represent them Bidder should have an excellent after sales facility with trained technicians and parts available locally to carry out any service/ repair immediately	C		

		Attach the list of user references Attached major consuming spare parts list and prices			
	Warranty	Minimum warranty period – 3 years	C		
	Spare parts availability	Spare parts should be available for Next 10 Years	C		

Item#	Specification	Requirements	Priority	Bidder's Response (Yes/No)	Remarks
07	Equipment	Micropipettes 20 - 200 µL			
	Make	(Please specify)			
	Model and Model year	(Please specify)			
	Country of origin	(Please specify)			
	Autoclave	Fully autoclavable at 121°C for 20 minutes	C		
	Body	8 Channel Micropipettes Adjustable-volume micropipettes Digital Volume setting UV resistant	C		
		Resin material of ejector pipe could enhance high tolerance to the solvents and prevent damaging to the glasses Pipette should be able to dispense liquids which have smaller molecular weight without any residue adhere to tip's inside wall Longer second - push stroke	C		
		PTFE (Fluorine resin ) in the airtight chamber of the pipette Easy single hand lock lever Pipette should be non greasing type Pipette should be with Hyper Blower System Compatible for universal tip sizes	C		
	Increments(µL)	0.2			

	Accuracy and precision	Indicate the accuracy of the quoted model according to each referenced volume Indicate the precision of the quoted model according to each referenced volume	C		
	Plunger materials	Plunger materials should be ceramic for chemical resistant, corrosion proof and abrasive	C		
	Documentation	Supplier must be well reputed with at least 05 years sales experience with the brand Should be able to provide annual calibration service free of charge during warranty period All the specifications required should be mentioned in the original literatures. Manufacture authorization for the bidder to represent them Bidder should have an excellent after sales facility with trained technicians and parts available locally to carry out any service/ repair immediately Attach the list of user references Attached major consuming spare parts list and prices	C		
	Warranty	Minimum warranty period – 3 years	C		
	Spare parts availability	Spare parts should be available for Next 10 Years	C		

Item#	Specification	Requirements	Priority	Bidder's Response (Yes/No)	Remarks
08	Equipment	Pipette Rack (Suitable above 8 Channel Micropipette)			
	Make	(Please specify)			
	Model and Model year	(Please specify)			
	Country of origin	(Please specify)			
	Compline	It should be compiled with the item numbers 05, 06 & 07 single	C		

		channel micropipette			
	Autoclave	Fully autoclavable at 121°C for 20 minutes	C		
	Warranty	Minimum warranty period - 3 years	C		
	Spare parts availability	Spare parts should be available for Next 10 Years	C		

## Section VI. Conditions of Contract

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## Conditions of Contract

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

- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
  - (l) “The Project Site,” where applicable, means the place named in the Contract Data.
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
2. Contract Documents
- 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:
3. Fraud and Corruption
- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 4.1 If the context so requires it, singular means plural and vice versa.
4. Interpretation
- 4.2 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether

written or oral) of the parties with respect thereto made prior to the date of Contract.

#### 4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### 7. Eligibility

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

### 8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.

- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9. Governing Law 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
10. Settlement of Disputes 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13. Supplier's Responsibilities 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14. Contract Price 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not

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

15. Terms of Payment
- 15.1 The Contract Price, shall be paid as specified in the Contract Data.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
16. Taxes and Duties
- 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
17. Performance Security
- 17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
18. Copyright
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall

remain vested in such third party.

19. Confidential Information
- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
20. Subcontracting
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
21. Specifications and Standards
- 21.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

- 22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
22. Packing and Documents
- 23.1 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.
23. Insurance
- 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
24. Transportation
- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.
  - 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
  - 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
25. Inspections and Tests

- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a

26. Liquidated  
Damages

maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

## 27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 28. Patent Indemnity

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

Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

## 29. Limitation of Liability

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

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

31. Force Majeure

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

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments
- 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
33. Extensions of Time
- 33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the

Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

## 34. Termination

### 34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 34.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

### 34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## Section VII Contract Data

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

<b>CC 1.1(h)</b>	The Purchaser is: Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC)
<b>CC 1.1 (l)</b>	The Project Site/Final Destination is: Sri Lanka Institute of Biotechnology Pvt. Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama
<b>CC 8.1</b>	<p>For <b><u>notices</u></b>, the Purchaser's address shall be:</p> <p>Attention: Chief Operating Officer  Address: Sri Lanka Institute of Biotechnology Pvt Ltd (SLIBTEC), Phase I Building, Mahenwatta, Thalagala Rd, Pitipana, Homagama  Telephone: 011 3431 844  Electronic mail address: amali.ranasinghe@slibtec.gov.lk</p> <p>The Supplier's address shall be:</p> <p>Attention: .....</p>
<b>CC 12.1</b>	Details of Shipping and other Documents to be furnished by the Supplier are <u>as requested by the purchaser</u> .
<b>CC 15.1</b>	<p><b><i>Sample provision [Select appropriately]</i></b></p> <p>CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A: For Goods offered within Sri Lanka</p> <p>Payment shall be made in Sri Lanka Rupees within Fourteen (14) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
<b>CC 17.1</b>	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.
<b>CC 17.4</b>	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.
<b>CC 25.1</b>	The inspections and tests shall be: as requested by the purchaser
<b>CC 25.2</b>	The inspections and test shall be conducted on the premises as requested by the purchaser
<b>CC 26.1</b>	The liquidated damage shall be: <u>1% per week of the contracted value</u>
<b>CC 26.1</b>	The maximum number of liquidated damages shall be: <u>10% of the contracted value</u>

## **Section VIII Contract Forms**

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1. Contract Agreement.....
2. Performance Security.....

## 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)]*



