

STANDARD BIDDING DOCUMENT

Procurement of Goods

Single-Stage: One-Envelope Bidding Procedure

For projects governed by
Procurement Regulations for ADB Borrowers: Goods,
Works, Non consulting and
Consulting Services (2021)

Asian Development Bank
September 2021

BIDDING DOCUMENT

Procurement of Goods

Single-Stage: One-Envelope Bidding Procedure

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Invitation for Bids No.: STHRD/SB-F14

OCB No.: MOE/STHRD/SB-F14

Purchaser: Deputy Project Director
STHRD Project
Faculty of Technology
Sabaragamuwa University of Sri Lanka
Belihuloya

Country: Sri Lanka

Preface

This Bidding Document for Procurement of Goods has been prepared by Project Implementation Unit of STHRD Project, Faculty of Technology, Sabaragamuwa University of Sri Lanka, Belihuloya and is based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank dated June 2018.

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods, except where specific considerations within the Asian Development Bank have required a change.

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A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental there to as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the BDS.
 - 1.2 Throughout this Bidding Document,
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
3. **Fraud and Corruption**
 - 3.1 ADB’s Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or

- threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
 - (vii) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB's contractual rights of audit or inspection or access to information; and
 - (viii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.

3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

3.5 Furthermore, Bidders shall be aware of the provision stated in Sub clause 3.2 and Sub clause 35.1 (a)(iii) of the General Conditions of Contract.

- 4. Eligible Bidders**
- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
- (a) all parties to the Joint Venture shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this Bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or
 - (f) a Bidder, Joint Venture partner, associates, parent company or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or

- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract; or
- (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm.

- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.
- 4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as a result of the execution of a Bid-Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.8 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

5. Eligible Goods and Related Services

- 5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.
- 5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

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| 6. Sections of the Bidding Document | <p>6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.</p> <p>PART I Bidding Procedures</p> <ul style="list-style-type: none"> • Section 1 Instructions to Bidders (ITB) • Section 2 Bid Data Sheet (BDS) • Section 3 Evaluation and Qualification Criteria (EQC) • Section 4 Bidding Forms (BDF) • Section 5 Eligible Countries (ELC) <p>PART II Supply Requirements</p> <ul style="list-style-type: none"> • Section 6 Schedule of Supply (SS) <p>PART III Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section 7 General Conditions of Contract (GCC) • Section 8 Special Conditions of Contract (SCC) • Section 9 Contract Forms (COF) <p>6.2 The IFB issued by the Purchaser is not part of the Bidding Document.</p> <p>6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.</p> |
| 7. Clarification of Bidding Document | <p>7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.</p> |
| 8. Amendment of Bidding Document | <p>8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.</p> <p>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 the Bids, pursuant to ITB 24.2.</p> |

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9.2 The Bidder shall submit the bid using the bidding documents obtained directly from the purchaser.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
 - (c) alternative Bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (g) documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document;
 - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
 - (i) any other document required in the BDS.
- 12. Bid Submission Sheet and Price Schedules**
- 12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (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.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative**
- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be

Bids

considered.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply 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. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3
- 14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
 - (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
 - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
 - (b) for Goods offered from outside the Purchaser's country:
 - (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
 - (ii) the price of the goods quoted FOB port of shipment (or

- FCA, as the case may be), if specified in the BDS; and
- (iii) the total price for the item.
- (c) for Related Services whenever such are specified in the Schedule of Supply:
- (i) the local currency cost component of each item comprising the Related Services; and
- (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with Clause 15.2 of the General Conditions of Contract in Section 7, a Bid submitted with a fixed price will also be treated as non-responsive and be rejected.
- 14.8 If so indicated pursuant to ITB 1.1 and BDS 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 discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

- 15.1 Bid prices shall be quoted in the following currencies:
- (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly.
- (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.

16. Documents

- 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall

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| Establishing the Eligibility of the Bidder | <ul style="list-style-type: none"> (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate. |
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| 17. Documents Establishing the Eligibility of the Goods and Related Services | <p>17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).</p> |
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| 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document | <p>18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).</p> <p>18.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).</p> <p>18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).</p> |
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| 19. Documents Establishing the Qualifications of the Bidder | <p>19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).</p> <p>19.2 If so, required in the BDS, 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 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.</p> <p>19.3 If so, required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the General and Special Conditions of</p> |
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Contract and/or Schedule of Supply.

**20. Period of
Validity of Bids**

- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, 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 21, it shall also be extended 28 days beyond the deadline of the extended bid validity 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.

**21. Bid Security/
Bid-Securing
Declaration**

- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use an original of the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an original unconditional bank guarantee,
 - (b) an original irrevocable letter of credit,
 - (c) an original cashier's or certified check, or
 - (d) a certified copy SWIFT message in the form of MT760.

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful

Bidder's furnishing of the performance security pursuant to ITB 45.

- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if
 - (a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 44;
 - (ii) furnish a performance security in accordance with ITB 45; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 33.
- 21.8 If the bid security is required as per ITB 21.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 21.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture 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 mentioned in ITB 4.1.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Purchaser's request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, Bidders have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.
- (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

- 23.2 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 24.1;
- (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.

- 23.3 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.

24. Deadline for Submission of Bids

- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.

- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 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.

25. Late Bids

- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in

Modification of Bids

accordance with ITB 22.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be

- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 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 Sheet or any extension thereof.

27. Bid Opening

27.1 The Purchaser shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted. The substituted Bid shall not be opened, but returned unopened to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded 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 and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

27.3 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 (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid

opening except for late bids, in accordance with ITB 25.1.

- 27.4 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, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online if electronic bidding was permitted.

E. Evaluation and Comparison of Bids

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| 28. Confidentiality | <p>28.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.</p> <p>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p> |
| 29. Clarification of Bids | <p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. 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 33.</p> <p>29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> |
| 30. Deviations, Reservations, and Omissions | <p>30.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| 31. Determination of Responsiveness | <p>31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.</p> |

- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 31.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32. Nonmaterial Nonconformities**
- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.
- 32.2 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. Requesting information or documentation on such nonconformities 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.
- 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 33. Correction of Arithmetical Errors**
- 33.1 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 total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price 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 total price 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.
 - (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.
- 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security may be forfeited, or its Bid-Securing Declaration executed.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 35. Domestic Preference**
- 35.1 Unless otherwise specified in the BDS, domestic preference shall not apply.
- 36. Evaluation and Comparison of Bids**
- 36.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.
- 36.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) adjustment for nonmaterial nonconformities in accordance with ITB 32.3;
 - (e) assessment whether the bid is abnormally low in accordance with ITB 37; and
 - (f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
 - (g) converting the amount resulting from applying (a) to (d) and (f) above, if relevant, to a single currency in accordance with ITB 34.
- 36.3 The Purchaser's evaluation of a bid will exclude and not take into account,

37. Abnormally Low Bids

- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
 - (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 36.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).
- 36.5 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.
- 37.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.
- 37.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:
 - (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
 - (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
 - (c) decide whether to accept or reject the bid.
- 37.3 With regard to ITB 37.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the goods or services proposed.
- 37.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:
 - (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
 - (b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect

the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or

- (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next lowest evaluated bid, if required

38. Post-qualification of the Bidder

- 38.1 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.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors, or any other firm(s) different from the Bidder.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. 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.

39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

- 39.1 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 the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

40. Notice of Intention for Award of Contract

- 40.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

F. Award of Contract

41. Award Criteria

- 41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined, in line with ITB 36 to ITB 38 above, to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42. Purchaser's Right to Vary Quantities at Time of Award

- 42.1 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 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

43. Notification of

- 43.1 Prior to the expiration of the period of bid validity and upon expiry of

Award

the standstill period specified in ITB 40.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.

- 43.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 43.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 43.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the Borrower shall publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot or package numbers as applicable and the following information:
- (a) name of each Bidder who submitted a Bid;
 - (b) bid prices as read out at bid opening;
 - (c) name and evaluated prices of each Bid that was evaluated;
 - (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
 - (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

44. Signing of Contract

- 44.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.
- 44.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

45. Performance Security

- 45.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, subject to ITB 37, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.
- 45.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract Agreement 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.

**46. Bidding-
Related
Complaints**

- 46.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

Section 2: Bid Data Sheet

A. General													
ITB 1.1	The number of the Invitation for Bids (IFB) is: MOE/STHRD/SB-F14												
ITB 1.1	The Purchaser is: Sabaragamuwa University of Sri Lanka												
ITB 1.1	The name of the open competitive bidding (OCB) is: Procurement of Laboratory furniture for the Faculty of Technology, Sabaragamuwa University of Sri Lanka. The identification number of the OCB is: STHRD/SB-F14 The number and identification of lots comprising this OCB is: 06 (Six) <table border="1"> <tr> <td>Lot 1(F9-3)</td> <td>Safety and technical Furniture for Biotechnology Lab</td> </tr> <tr> <td>Lot 2 (F9- 5)</td> <td>Chairs and cupboards for Bioenergy Lab</td> </tr> <tr> <td>Lot 3 (F9-6)</td> <td>Safety and technical Furniture for Bioenergy Lab</td> </tr> <tr> <td>Lot 4 (F3-1)</td> <td>Furniture for Pharmacology Lab 02</td> </tr> <tr> <td>Lot 5(F 3-03)</td> <td>Laboratory Furniture for Pharmacology Lab 3</td> </tr> <tr> <td>Lot 6(F3-06)</td> <td>Safety, Disposal and Other Essentials for Microbiology Lab</td> </tr> </table>	Lot 1(F9-3)	Safety and technical Furniture for Biotechnology Lab	Lot 2 (F9- 5)	Chairs and cupboards for Bioenergy Lab	Lot 3 (F9-6)	Safety and technical Furniture for Bioenergy Lab	Lot 4 (F3-1)	Furniture for Pharmacology Lab 02	Lot 5(F 3-03)	Laboratory Furniture for Pharmacology Lab 3	Lot 6(F3-06)	Safety, Disposal and Other Essentials for Microbiology Lab
Lot 1(F9-3)	Safety and technical Furniture for Biotechnology Lab												
Lot 2 (F9- 5)	Chairs and cupboards for Bioenergy Lab												
Lot 3 (F9-6)	Safety and technical Furniture for Bioenergy Lab												
Lot 4 (F3-1)	Furniture for Pharmacology Lab 02												
Lot 5(F 3-03)	Laboratory Furniture for Pharmacology Lab 3												
Lot 6(F3-06)	Safety, Disposal and Other Essentials for Microbiology Lab												
ITB 2.1	The Borrower is: Democratic Socialist Republic of Sri Lanka												
ITB 2.1	The name of the Project is: Science and Technology Human Resource Development Project (STHRD Project)												
B. Contents of Bidding Document													
ITB 7.1	For clarification purposes only, the Purchaser's address is: Attention: Prof.K.R.Koswaththage,, Dean, Faculty of Technology Sabaragamuwa University of Sri Lanka Street address: P.O Box 2, Floor/Room number: Dean's Office, Faculty of Technology, Sabaragamuwa University of Sri Lanka City: Belihuloya ZIP code: 70140 Country: Sri Lanka Telephone: 0452280298 E-mail: koswattagekr@appsc.sab.ac.lk												

	<u>Pre-Bid meeting</u> Date and time : 17.08.2022, (Time will be notify in advance) Venue: STHRD PIU office, Faculty of Technology, Sabaragamuwa University of Sri Lanka, Address: Belihuloya, Sri Lanka and online zoom platform.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.1 (i)	The Bidder shall submit with its Bid the following additional documents: For private/government entities: a copy of the company/business constitution/incorporation/registration document showing the reference no and date and place of issue. For a joint venture: in addition to the appropriate information as above for each partner; a copy of the Joint Venture Agreement, or a Letter of Intent to enter into such an agreement together with a copy of the proposed agreement/memorandum. All documents to be signed by all legally authorized signatories of all the parties. in accordance with ITB 16.1 (a) and (b). Certificates, evidencing involvement in similar Schedule of Supply during the last 3 years. PCA 3 Certificate issued by the Public Contract Registrar of Sri Lanka
ITB 12.2	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative and Optional Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: Incoterms 2010
ITB 14.6 (a) (i), (ii) and (iii)	For Goods offered from within the Purchaser's country, the Bidder shall quote prices using following Incoterms: The prices of the goods quoted EXW in local currency. (ex-works, ex-factory, ex warehouse, ex showrooms or off-the shelf as applicable
ITB 14.6 (b) (i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: Freight on Board (FOB), Cost and Freight (C&F) and CIF/CIP
ITB 14.6 (b) (ii)	In addition to the above, the bidder shall quote prices for goods offered from outside the purchaser's country, using the following incoterms: Not Applicable
ITB 14.6 (c) (iii)	In addition the Bidder shall quote prices for related services inclusive of all customs duties, sales and other similar taxes applicable in purchaser's country payable in related services such as transport, insurance, installation, testing, commissioning, etc.
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 14.8	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot. <u>Bidders can offer for any or all lots.</u>

ITB 19.2	The Bidder is required to submit documentation to substantiate that it is an authorized dealer, distributor or reseller of the goods being procured.	
ITB 19.3	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser’s country.	
ITB 20.1	The bid validity period shall be 90 days (Valid till 4 th November 2022)	
ITB 21.1	The Bidder shall furnish a bid security in the amount of LKR ,	
	Lot 1(F9-3)	Safety and technical Furniture for Biotechnology Lab
	Lot 2 (F9- 5)	Chairs and cupboards for Bioenergy Lab
	Lot 3 (F9-6)	Safety and technical Furniture for Bioenergy Lab
	Lot 4(F3-1)	Furniture for Pharmacology Lab 02
	Lot 5(F 3-03)	Laboratory Furniture for Pharmacology Lab 3
	Lot 6(F3-06)	Safety, Disposal and Other Essentials for Microbiology Lab
	The bid Security should be valid for 118 days from the date of Bid opening (bid Security should be valid till 2 nd December 2022. (The format of the Bid security is attached in the Section 4 Bidding Forms)	
ITB 21.2	The ineligibility period will be Not Applicable	
ITB 21.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within14 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.	
ITB 22.1	In addition to the original Bid, the number of copies is: 01	
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: An organizational document, board resolution or its equivalent, or power of attorney specifying the representative’s authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of, and legally bind, the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award in accordance with ITB 16.1 (b)	
ITB 22.2	The Bidder shall submit an acceptable authorization within 14 days .	

D. Submission and Opening of Bids	
ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1 (b)	If Bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not Applicable
ITB 23.2 (c)	The additional identification marks are: Not Applicable
ITB 24.1	For bid submission purposes only, the Purchaser's address is: Attention: Prof. K.R. Koswattage Deputy Project Director Project Implementation Unit, STHRD Project, Faculty of Technology, Sabaragamuwa University of Sri Lanka Belihuloya Floor/Room number: Dean's Office, Faculty of Technology, Sabaragamuwa University of Sri Lanka City: Belihuloya ZIP code: 70140 Country: Sri Lanka
ITB 24.1	The deadline for bid submission is: Date: 31/08/2022 Time: 11.30 Hrs
ITB 27.1	The bid opening shall take place at: Project Implementation Unit STHRD Project Sabaragamuwa University of Sri Lanka Floor/Room number: Dean's office, Faculty of Technology, Sabaragamuwa University of Sri Lanka and online zoom platform. City: Belihuloya Country: Sri Lanka Date: 31/08/2022 Time: 12.30 Hrs
ITB 27.1	The electronic bid opening procedure shall be as follows: Not Applicable
ITB 27.3	The Bid Submission Sheet and Price Schedules shall be initiated by one (01) representative of the Purchaser attending Bid opening.
E. Evaluation and Comparison of Bids	

ITB 34.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in foreign currency into a single currency is: LKR The source of the selling exchange rate shall be: the daily rates published by Central Bank of Sri Lanka The date for the selling exchange rate shall be: <u>Bid Submission date given in ITB 24.1.</u>
ITB 35.1	Domestic preference shall not apply.
ITB 38.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, sub-contractors shall not be permitted.
ITB 40.1	Standstill provisions shall not apply.
F. Award of Contract	
ITB 41.1	The maximum percentage by which quantities may be increased is: 10% The maximum percentage by which quantities may be decreased is: 10%
ITB 46.1	The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to: For the attention: Dr. C.S.Lewangamage Title/position: Project Director Purchaser: Science and Technology Human Resource Development Project E-mail address: pd-sthrd@mohe.gov.lk Fax number: 011 287 9725

Kommentar [p1]: Subject to change based on comments
 ADB agree with 28 days prior to bid closing or shorter period than this.
 My recommendation is to consider the rate prevailing on bid closing date in order to avoid any undue advantage to those who are quoting in US \$.
 Your comments on this is very important please.

Section 3: Evaluation and Qualification Criteria

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1. Evaluation Criteria

1.1 Technical Criteria

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6 (Schedule of Supply) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.

1.2 Domestic Preference

Not applicable.

1.3 Economic Criteria

1.3.1 Adjustment for Scope

1.3.1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country provided In Section 4 (Bidding Forms). These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price.

1.3.1.2 Minor Omissions or Missing Items

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

1.3.2 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted.

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply) are not permitted.

1.3.4 Operation and Maintenance (O&M) Costs

Not applicable

1.3.5 Spare Parts

Not required.

1.3.6 Performance and Productivity of the Goods

As specified and required in Technical specifications for each item in section 6 (Technical specifications and special requirements).

1.4 Multiple Lots (Contracts)

Goods are grouped in lots. The Purchaser will evaluate and compare Bids on the basis of a lot, or a combination of lots, or as a total of lots to arrive at the least cost combination for the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a Bidder as defined in ITB 4.1 submits successful Bids for multiple lots (lowest evaluated substantially responsive Bids), the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated qualifying requirements relating to:

following key qualifications to participate in this bidding:

Procurement Activity Lot No.s and Description	Successful completion as main supplier within the last three years, of at least two contracts each valued mentioned at following with nature, and complexity similar to the scope of supply described in Section 6. (LKR)Million	Minimum average annual turnover of following which is calculated as total payments received by the Bidder for contracts completed or under execution over the last three years. (LKR)Million
Lot 1 (F9-3) - Safety and technical Furniture for Biotechnology Lab	4.00	10.0
Lot 2 (F9- 5) - Chairs and cupboards for Bioenergy Lab	2.40	6.0
Lot 3 (F9-6) - Safety and technical Furniture for Bioenergy Lab	0.80	2.0
Lot 04 (F3-1) Furniture for Pharmacology Lab 02	1.44	18.0
Lot 5 (F 3-3) - Laboratory Furniture for Pharmacology Lab 3	0.80	10.0
Lot 06 (F3-6) - Safety, Disposal and Other Essentials for Microbiology Lab	0.16	2.0

2. Qualification Criteria

Contract type A: Off-the Shelf Items

2.1 Eligibility

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

2.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
---	-----------------------	-----------------------	-----------------------	----------------	---

2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	----------------------

2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
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2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
--	-----------------------	-----------------------	-----------------------	----------------	---

2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	----------------------

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

Successful completion as main supplier within the last three years, of at least two contracts each valued not less than ,		Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1
Lot no	Value LKR Million					
Lot 1 (F9-3) - Safety and technical Furniture for Biotechnology Lab	4					
Lot 2 (F9- 5) - Chairs and cupboards for Bioenergy Lab	2.4					
Lot 3 (F9-6) - Safety and technical Furniture for Bioenergy Lab	0.8					
Lot 04 (F3-1) Furniture for Pharmacology Lab 02	1.44					
Lot 5 (F 3-3) - Laboratory Furniture for Pharmacology Lab 3	0.8					
Lot 06 (F3-6) - Safety, Disposal and Other Essentials for Microbiology Lab	0.16					
complexity similar to the scope of supply described in Section 6 of the bidding document.						

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (03) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1

2.3.2 Size of Operation (Average Annual Turnover)

Criteria		Compliance Requirements				Documents
Requirement		Single Entity	Joint Venture			Submission Requirements
			All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of,		Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 2
	Value LKR Million					
Lot no						
Lot 1 (F9-3) - Safety and technical Furniture for Biotechnology Lab	10					
Lot 2 (F9- 5) - Chairs and cupboards for Bioenergy Lab	6					
Lot 3 (F9-6) - Safety and technical Furniture for Bioenergy Lab	2					
Lot 04 (F3-1) Furniture for Pharmacology Lab 02	18					
Lot 5 (F 3-3) - Laboratory Furniture for Pharmacology Lab 3	10					
Lot 06 (F3-6) - Safety, Disposal and Other Essentials for Microbiology Lab	2					
,calculated as total payments received by the Bidder for contracts completed or under execution over the last three years.						

Section 4: Bidding Forms

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Bid Submission Sheet

- Note -

The Bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the Bidder's complete name and address.

Date: _____
 Open Competitive Bidding (OCB) No.: STHRD/SB-F14
 Invitation for Bid(IFB)No: MOE/STHRD/SB- F14
 Alternative No.: _____

To: **Vice Chancellor, Sabaragamuwa University of Sri Lanka**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:.....

[insert a brief description of the goods and related services]

- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the bid.

- (d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply:

[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]

Methodology of Application of the Discounts: The discounts shall be applied using the following method:

[specify in detail the method that shall be used to apply the discounts]

- (e) Our Bid shall be valid for a period of.....[insert validity period as specified in ITB 20.1 of the BDS.] days from the date fixed for the bid submission deadline in accordance with the Bidding Document, 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 the Bidding Documents.
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (i) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (j) Our firm, Joint Venture partners, associates, parent company, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.¹
- (k) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the Purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended or blacklisted, please state details (as applicable to each Joint Venture partner, associate, parent company, affiliate, subsidiaries, Subcontractors, and/or Suppliers):

- (i) Name of Institution: _____
- (ii) Period of debarment, ineligibility, or blacklisting [*start and end date*]: _____
- (iii) Reason for the debarment, ineligibility, or blacklisting: _____

- (l) Our firm's, Joint Venture partners, associates, parent company's affiliates or subsidiaries', including any Subcontractors or Suppliers key officers and directors have not been [*charged or convicted*] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

- (i) Nature of the offense/violation: _____
- (ii) Court and/or area of jurisdiction: _____
- (iii) Resolution [*i.e. dismissed; settled; convicted/duration of penalty*]: _____
- (iv) Other relevant details [*please specify*]: _____

- (m) We understand that it is our obligation to notify ADB should our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other MDBs, the Purchaser's country, international organizations, and other donor agencies, or any of our key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

¹These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

- (n) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, are not from a country which is prohibited to export goods to or receive any payments from the Purchaser's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- (o) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].²
- (p) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (q) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:³

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

- (r) 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.
- (s) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (t) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- (u) We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy(1998, as amended to date) and Integrity Principles and Guidelines (2017, as amended from time to time).

Name _____

In the capacity of _____

Signed

Duly authorized to sign the Bid for and on behalf of _____

Date

²Use one of the two options as appropriate.

³If none has been paid or is to be paid, indicate "None."

**Price Schedule for Goods
to Be Offered from Within the Purchaser's Country**

Name of Bidder _____ IFB Number _____ Page ____ of ____

Lot 1(F9-3) - Safety and technical Furniture for Biotechnology Lab

Item No.	Description	Quantity and Unit of Measurement	Country of Origin	Domestic Value Added in Percent	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes	Suggested Delivery period (Lot wise) No of days
1	2	3	4	5	6	7 = 3 x 6	8	9 = 7 + 8	
BIOT-10	Laboratory stool	55 Nos.							
BIOT-11	Laboratory chair with arm rest	06 Nos.							
BIOT-12	Lab waste bin for acid / organic solvent	04 Nos.							
BIOT-13	Water Fire Extinguisher	01 Nos.							
BIOT-14	CO2 Fire Extinguisher	01 Nos.							
BIOT-15	Dry powder Fire Extinguisher	01 Nos.							
BIOT-16	Magnetic Whiteboard with the frame	01 Nos.							
BIOT-17	Multimedia Projector	01 Nos.							
BIOT-18	Water and Lab Waste Water Drainage System	01 Nos.							
BIOT-19	Electrical Wiring System for Teacher Tables, Wall Benches, & Student Work Tables	01 Nos.							
BIOT-20	Step ladder	01 Nos.							
BIOT-21	Storage Rack Trolley	01 Nos.							
Total Amount									

Name _____
 In the capacity of _____
 Signed _____
 Duly authorized to sign the Bid for and on behalf of _____
 Date _____

Lot 2 (F9- 5) - Chairs and cupboards for Bioenergy Lab

Item No.	Description	Quantity and Unit of Measurement	Country of Origin	Domestic Value Added in Percent	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes	Suggested Delivery period (Lot wise) No of days
1	2	3	4	5	6	7 = 3 x 6	8	9 = 7 + 8	
BENG-06	Laboratory stool	50 Nos.							
BENG-07	Laboratory chair with arm rest	3 Nos.							
BENG-08	Laboratory Chair without Arm Rest	3 Nos.							
BENG-11	Anti-vibration Table	1 Nos.							
BENG-12	Storage cupboard	3 Nos.							
BENG-13 L	coat cupboard	1 Nos.							
BENG-14	Wall Storage Cupboard – Type 1	4 Nos.							
Total amount									

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Lot 3 (F9-6) - Safety and technical Furniture for Bioenergy Lab

Item No.	Description	Quantity and Unit of Measurement	Country of Origin	Domestic Value Added in Percent	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes	Suggested Delivery period (Lot wise) No of days
1	2	3	4	5	6	7 = 3 x 6	8	9 = 7 + 8	
BENG-09	Fume Hood With Ducting System	1 Nos.							
BENG-15	Shower with Eye Wash	1 Nos.							
BENG-16	Waste bins	4 Nos.							
BENG-17	Fire Extinguisher Station(Co2+H2o+ Powder)	1 Nos.							
BENG-18	White Board	2 Nos.							
BENG-19	Multimedia Projector with Screen	1 Nos.							
BENG-20	Flammable Storage Cabinet	1 Nos.							
Total Amount									

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Lot 04 Furniture for Pharmacology Lab 02

Item No.	Description	Quantity and Unit of Measurement	Country of Origin	Domestic Value Added in Percent	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes	Suggested Delivery period (Lot wise) No of days
1	2	3	4	5	6	7 = 3 x 6	8	9 = 7 + 8	
PHLG 01	General Purpose Fume Hood 4ft with Ducting System	03 Nos							
PHLG 02	Bio safety cabinet Class II A2	01Nos							
Total amountT									

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Notes:

- Column 4: In accordance with margin of preference ITB 35, if applicable.
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.
- Column 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.
- Column 8: Payable in the Purchaser's country if Contract is awarded

Lot 5 (F 3-03) - Laboratory Furniture for Pharmacology Lab 3

Item No.	Description	Quantity and Unit of Measurement	Country of Origin	Domestic Value Added in Percent	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes	Suggested Delivery period (Lot wise) No of days
1	2	3	4	5	6	7 = 3 x 6	8	9 = 7 + 8	
PHLG 01	Flammable Storage cabinet	1 Nos.							
PHLG 02	Storage cupboard	1 Nos							
PHLG 03	Wall storage cupboard	1 Nos.							
PHLG 04	Lab Coat Cupboard	1 Nos.							
PHLG 05	Gas Cylinder storage cabinet	1 Nos.							
PHLG 06	Lab stools	50 Nos.							
PHLG 07	Laboratory chair with arm rest	3 Nos.							
PHLG 08	Laboratory chair without arm rest	3 Nos.							
PHLG 09	Emergency shower with Eye wash	1 Nos.							
PHLG 10	Magnetic Whiteboard	1 Nos.							
PHLG 11	Multimedia Projector with Screen	1 Nos.							
PHLG 12	Chemical waste bins	6 Nos.							
PHLG 13	Dry powder fire extinguisher	1 Nos.							
PHLG 14	CO ₂ fire extinguisher	1 Nos.							
PHLG 15	Water fire extinguisher	1 Nos.							
PHLG 16	Anti-vibration Table	1 Nos.							
Total amountT									

Name _____
 In the capacity of _____
 Signed _____
 Duly authorized to sign the Bid for and on behalf of _____
 Date _____

Notes:

Column 4:	In accordance with margin of preference ITB 35, if applicable. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.
Column 6:	Incoterm in accordance with ITB 14 Currency in accordance with ITB 15 Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.
Column 8:	Payable in the Purchaser's country if Contract is awarded

Lot 06 (F3-06) - Safety, Disposal and Other Essentials for Microbiology Lab

Item No.	Description	Quantity and Unit of Measurement	Country of Origin	Domestic Value Added in Percent	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes	Suggested Delivery period (Lot wise) No of days
1	2	3	4	5	6	7 = 3 x 6	8	9 = 7 + 8	
MIB-13	Lab waste bin for acid / organic solvent	4 Nos.							
MIB-14	Water Fire Extinguisher	1 Nos.							
MIB-15	CO ₂ Fire Extinguisher	1 Nos.							
MIB-16	Dry powder Fire Extinguisher	1 Nos.							
MIB-17	Magnetic Whiteboard	1 Nos.							
MIB-18	Multimedia Projector with Screen	1 Nos.							
Total amount									

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Notes:

Column 4:	In accordance with margin of preference ITB 35, if applicable. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.
Column 6:	Incoterm in accordance with ITB 14 Currency in accordance with ITB 15 Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.
Column 8:	Payable in the Purchaser's country if Contract is awarded

Price Schedule for Goods

to Be Offered from Outside the Purchaser's Country

Name of Bidder _____ IFB Number _____ Page ____ of ____

Lot 1(F9-3) - Safety and technical Furniture for Biotechnology Lab

Item No.	Description	Country of origin	Quantity and Unit of Measurement	Unit Price CIF(...) or CIP(.....)	Unit Price FOB (....) or FCA (....)	Total Price CIF or CIP per item	Total Price FOB or FCA Per Item	Suggested Delivery period (Lot wise) No of days
1	2	3	4	5	6	7=4 x 5	8 = 4 x 6	
BIOT-10	Laboratory stool		55 Nos.					
BIOT-11	Laboratory chair with arm rest		06 Nos.					
BIOT-12	Lab waste bin for acid / organic solvent		04 Nos.					
BIOT-13	Water Fire Extinguisher		01 Nos.					
BIOT-14	CO2 Fire Extinguisher		01 Nos.					
BIOT-15	Dry powder Fire Extinguisher		01 Nos.					
BIOT-16	Magnetic Whiteboard with the frame		01 Nos.					
BIOT-17	Multimedia Projector		01 Nos.					
BIOT-18	Water and Lab Waste Water Drainage System		01 Nos.					
BIOT-19	Electrical Wiring System for Teacher Tables, Wall Benches, & Student Work Tables		01 Nos.					
BIOT-20	Step ladder		01 Nos.					
BIOT-21	Storage Rack Trolley		01 Nos.					
Total								

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Lot 2 (F9- 5) - Chairs and cupboards for Bioenergy Lab

Item No.	Description	Country of origin	Quantity and Unit of Measurement	Unit Price CIF(...) or CIP(.....)	Unit Price FOB (....) or FCA (....)	Total Price CIF or CIP per item	Total Price FOB or FCA Per Item	Suggested Delivery period (Lot wise) No of days
1	2	3	4	5	6	7=4 x 5	8 = 4 x 6	
BENG-06	Laboratory stool		50 Nos.					
BENG-07	Laboratory chair with arm rest		3 Nos.					
BENG-08	Laboratory Chair without Arm Rest		3 Nos.					
BENG-11	Anti-vibration Table		1 Nos.					
BENG-12	Storage cupboard		3 Nos.					
BENG-13 L	coat cupboard		1 Nos.					
BENG-14	Wall Storage Cupboard – Type 1		4 Nos.					
Total								

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Lot 3 (F9-6) - Safety and technical Furniture for Bioenergy Lab

Item No.	Description	Country of origin	Quantity and Unit of Measurement	Unit Price CIF(...) or CIP(.....)	Unit Price FOB (....) or FCA (....)	Total Price CIF or CIP per item	Total Price FOB or FCA Per Item	Suggested Delivery period (Lot wise) No of days
1	2	3	4	5	6	7=4 x 5	8 = 4 x 6	
BENG-09	Fume Hood With Ducting System		1 Nos.					
BENG-15	Shower with Eye Wash		1 Nos.					
BENG-16	Waste bins		4 Nos.					
BENG-17	Fire Extinguisher Station(Co2+H2o+ Powder)		1 Nos.					
BENG-18	White Board		2 Nos.					
BENG-19	Multimedia Projector with Screen		1 Nos.					
BENG-20	Flammable Storage Cabinet		1 Nos.					
Total								

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Item No.	Description	Country of origin	Quantity and Unit of Measurement	Unit Price CIF(...) or CIP(.....)	Unit Price FOB (....) or FCA (....)	Total Price CIF or CIP per item	Total Price FOB or FCA Per Item	Suggested Delivery period (Lot wise) No of days
1	2	3	4	5	6	7=4 x 5	8 = 4 x 6	
PHLG 01	General Purpose Fume Hood 4ft with Ducting System		03 Nos					
PHLG 02	Bio safety cabinet Class II A2		01Nos					
Total								

Lot 04 Furniture for Pharmacology Lab 02

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Item No.	Description	Country of origin	Quantity and Unit of Measurement	Unit Price CIF(...) or CIP(.....)	Unit Price FOB (....) or FCA (....)	Total Price CIF or CIP per item	Total Price FOB or FCA Per Item	Suggested Delivery period (Lot wise) No of days
----------	-------------	-------------------	----------------------------------	-----------------------------------	-------------------------------------	---------------------------------	---------------------------------	---

Lot 5 (F 3-03) - Laboratory Furniture for Pharmacology Lab 3

1	2	3	4	5	6	7=4 x 5	8 = 4 x 6	
PHLG 01	Flammable Storage cabinet		1 Nos.					
PHLG 02	Storage cupboard		1 Nos					
PHLG 03	Wall storage cupboard		1 Nos.					
PHLG 04	Lab Coat Cupboard		1 Nos.					
PHLG 05	Gas Cylinder storage cabinet		1 Nos.					
PHLG 06	Lab stools		50 Nos.					
PHLG 07	Laboratory chair with arm rest		3 Nos.					
PHLG 08	Laboratory chair without arm rest		3 Nos.					
PHLG 09	Emergency shower with Eye wash		1 Nos.					
PHLG 10	Magnetic Whiteboard		1 Nos.					
PHLG 11	Multimedia Projector with Screen		1 Nos.					
PHLG 12	Chemical waste bins		6 Nos.					
PHLG 13	Dry powder fire extinguisher		1 Nos.					
PHLG 14	CO ₂ fire extinguisher		1 Nos.					
PHLG 15	Water fire extinguisher		1 Nos.					
PHLG 16	Anti-vibration Table		1 Nos.					
Total								

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date ____

Lot 06 (F3-06) - Safety, Disposal and Other Essentials for Microbiology Lab

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Item No.	Description	Country of origin	Quantity and Unit of Measurement	Unit Price CIF(...) or CIP(.....)	Unit Price FOB (....) or FCA (....)	Total Price CIF or CIP per item	Total Price FOB or FCA Per Item	Suggested Delivery period (Lot wise) No of days
1	2	3	4	5	6	7=4 x 5	8 = 4 x 6	
MIB-13	Lab waste bin for acid / organic solvent		4 Nos.					
MIB-14	Water Fire Extinguisher		1 Nos.					
MIB-15	CO ₂ Fire Extinguisher		1 Nos.					
MIB-16	Dry powder Fire Extinguisher		1 Nos.					
MIB-17	Magnetic Whiteboard		1 Nos.					
MIB-18	Multimedia Projector with Screen		1 Nos.					
Total								

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date ____

**Price Schedule for Related Services
to Be Offered from Outside and Within the Purchaser's Country**

Name of Bidder _____ IFB Number _____ Page ____ of ____

Lot No.	Description	Country/Countries of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
Lot 1(F9-3)	Safety and technical Furniture for Biotechnology Lab						
Lot 2 (F9- 5)	Chairs and cupboards for Bioenergy Lab						
Lot 3 (F9-6)	Safety and technical Furniture for Bioenergy Lab						
Lot 4 (F3-1)	Furniture for Pharmacology Lab 02						
Lot 5(F 3-03)	Laboratory Furniture for Pharmacology Lab 3						
Lot 6(F3-06)	Safety, Disposal and Other Essentials for Microbiology Lab						
Total							

Notes: Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all custom duties, sales, and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if Contract is awarded to the Bidder.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date ____

Bid Security Bank Guarantee

[insert bank's name, and address of issuing branch or office]⁴

Beneficiary: Vice Chancellor – Sabaragamuwa University of Sri Lanka
Date: *[insert date (as day, month, and year)]*
Bid Security No.: *[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date (as day, month, and year)]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* 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 bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words]* *[insert amount in figures]* upon receipt by us of your first demand in writing accompanied by a written statement, stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

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

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of 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 of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.⁵

[Authorized signature(s) and bank's seal (where appropriate)]

⁴ All italicized text is for use in preparing this form and shall be deleted from the final document.
⁵ Or 758 as applicable.

Manufacturer's Authorization

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

OCB No.: *[insert number of bidding process]*

To: *[insert complete name of the Purchaser]*

WHEREAS

We *[insert complete name of the 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 the 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 28 of the General Conditions, 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 the manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

-- Note --

All italicized text is for use in preparing this form and shall be deleted from the final document.

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization 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 Bid Data Sheet (BDS).

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the following information requested in the corresponding Information Sheets.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	
Attached are copies of the following documents: ☐ 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 ☐ 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2 ☐ 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1 ☐ 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5	

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information	
Bidder's legal name	
Joint Venture Partner's legal name	
Joint Venture partner's country of constitution	
Joint Venture partner's year of constitution	
Joint Venture Partner's legal address in country of constitution	
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)	
Attached are copies of the following documents: ☐ 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 ☐ 2. Authorization to represent the firm named above, in accordance with ITB 22.2 ☐ 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5	

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract.

Contractual Experience		
Contract Noof.....	Contract Identification	
Award Date		Completion Date
Role in Contract	☐ Manufacturer ☐ Supplier ☐ Subcontractor	
Total Contract Amount	\$	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criteria 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)		

Successful completion as main supplier within the last three years, of at least two contracts each valued not less than ,

Lot no	Value LKR Millio n
Lot 1 (F9-3) - Safety and technical Furniture for Biotechnology Lab	4
Lot 2 (F9- 5) - Chairs and cupboards for Bioenergy Lab	2.4
Lot 3 (F9-6) - Safety and technical Furniture for Bioenergy Lab	0.8
Lot 04 (F3-1) Furniture for Pharmacology Lab 02	1.44
Lot 5 (F 3-3) - Laboratory Furniture for Pharmacology Lab 3	0.8
Lot 06 (F3-6) - Safety, Disposal and Other Essentials for Microbiology Lab	0.16

complexity similar to the scope of supply described in Section 6 of the bidding document.

Minimum average annual turnover
of,

Lot no
Lot 1 (F9-3) - Safety and technical Furniture fo Biotechnology Lab
Lot 2 (F9- 5) - Chairs and cupboards fo Bioenergy Lab
Lot 3 (F9-6) - Safety and technical Furniture fo Bioenergy Lab
Lot 04 (F3-1) Furniture for Pharmacology Lab 02
Lot 5 (F 3-3) - Laboratory Furniture fo Pharmacology Lab 3
Lot 06 (F3-6) - Safety, Disposal and Othe Essentials for Microbiology Lab

,calculated as total payments received by the Bidder for contracts completed or under execution over the last three years.

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

**Financial Data for Previous 3 Years [\$ Equivalent] Attached the
copies of the financial statements for the last three years**

Year 1:2019/2020	Year 2:2018/2019	Year 3:2017/2018
-------------------------	-------------------------	-------------------------

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

**Most Recent
Working Capital**

To be obtained for most recent year and carried forward to
FIN-3 Line 1; in case of Joint Ventures, to the corresponding
Joint Venture Partner's FIN-3.

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 3 years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover Data for the Last 3 Years			
Year	Amount Currency LKR	Exchange Rate	\$ Equivalent
2019/2020			
2018/2019			
2017/2018			
Average Annual Turnover			

Section 5: Eligible Countries

Regional Member Countries

- | | |
|--|---|
| 1. Afghanistan | 25. Micronesia, Federated States of |
| 2. Armenia | 26. Mongolia |
| 3. Australia | 27. Myanmar |
| 4. Azerbaijan | 28. Nauru |
| 5. Bangladesh | 29. Niue |
| 6. Bhutan | 30. Nepal |
| 7. Brunei Darussalam | 31. New Zealand |
| 8. Cambodia | 32. Pakistan |
| 9. China, People's Republic of | 33. Palau |
| 10. Cook Islands | 34. Papua New Guinea |
| 11. Fiji | 35. Philippines |
| 12. Georgia | 36. Samoa |
| 13. Hong Kong, China | 37. Singapore |
| 14. India | 38. Solomon Islands |
| 15. Indonesia | 39. Sri Lanka |
| 16. Japan | 40. Taipei, China |
| 17. Kazakhstan | 41. Tajikistan |
| 18. Kiribati | 42. Thailand |
| 19. Korea, Republic of | 43. Timor-Leste |
| 20. Kyrgyz Republic | 44. Tonga |
| 21. Lao People's Democratic Republic | 45. Turkmenistan |
| 22. Malaysia | 46. Tuvalu |
| 23. Maldives | 47. Uzbekistan |
| 24. Marshall Islands | 48. Vanuatu |
| | 49. Viet Nam |

Non-regional member Countries

- | | |
|-------------------------------|-------------------------------------|
| 1. Austria | 10. The Netherlands |
| 2. Canada | 11. Norway |
| 3. Denmark | 12. Portugal |
| 4. Finland | 13. Spain |
| 5. France | 14. Sweden |
| 6. Germany | 15. Switzerland |
| 7. Ireland | 16. Turkey |
| 8. Italy | 17. United Kingdom |
| 9. Luxembourg | 18. United States |

Name _____

In the capacity of _____

Signed

Duly authorized to sign the Bid for and on behalf of _____

Date

Section 6- Schedule of Supply

Contents

1. List of Goods and Related Services	2-3
2. Special Requirements: Delivery and Completion Schedule	4-6
3. Technical Specifications (With Drawings)	8-65
a) Biotechnology lab equipment	
b) Bioenergy lab equipment	

List of Goods and Related Services (Lot 01- Lot 06)

Lot 1(F9-3) - Safety and technical Furniture for Biotechnology Lab

Item	Description	Quantity and Unit of Measurement
BIOT-10	Laboratory stool	55 Nos.
BIOT-11	Laboratory chair with arm rest	06 Nos.
BIOT-12	Lab waste bin for acid / organic solvent	04 Nos.
BIOT-13	Water Fire Extinguisher	01 Nos.
BIOT-14	CO2 Fire Extinguisher	01 Nos.
BIOT-15	Dry powder Fire Extinguisher	01 Nos.
BIOT-16	Magnetic Whiteboard with the frame	01 Nos.
BIOT-17	Multimedia Projector	01 Nos.
BIOT-18	Water and Lab Waste Water Drainage System	01 Nos.
BIOT-19	Electrical Wiring System for Teacher Tables, Wall Benches, & Student Work Tables	01 Nos.
BIOT-20	Step ladder	01 Nos.
BIOT-21	Storage Rack Trolley	01 Nos.

Lot 2 (F9- 5) - Chairs and cupboards for Bioenergy Lab

Item	Description	Quantity
BENG-06	Laboratory stool	50 Nos.
BENG-07	Laboratory chair with arm rest	3 Nos.
BENG-08	Laboratory Chair without Arm Rest	3 Nos.
BENG-11	Anti-vibration Table	1 Nos.
BENG-12	Storage cupboard	3 Nos.
BENG-13 L	coat cupboard	1 Nos.
BENG-14	Wall Storage Cupboard – Type 1	4 Nos.

Lot 3 (F9-6) - Safety and technical Furniture for Bioenergy Lab

Item	Description	Quantity
BENG-09	Fume Hood With Ducting System	1 Nos.
BENG-15	Emergency	1 Nos.
	Shower with Eye Wash	
BENG-16	Waste bins	4 Nos.
BENG-17	Fire Extinguisher Station(Co2+H2o+ Powder)	1 Nos.

BENG-18	White Board	2 Nos.
BENG-19	Multimedia Projector with Screen	1 Nos.
BENG-20	Flammable Storage Cabinet	1 Nos.

Lot 04 Furniture for Pharmacology Lab 02

Lot Name : Furniture for Pharmacology Lab 02

Item No.	Name of Goods or Related Services	Unit of Measurement	Quantity
PHLG 01	General Purpose Fume Hood 4ft with Ducting System	Nos.	3
PHLG 02	Bio safety cabinet Class II A2	Nos.	1

Lot 5 (F 3-03) - Laboratory Furniture for Pharmacology Lab 3

Lot No. 02		
Lot Name : Furniture for Pharmacology Lab		
Item No.	Name of Goods or Related Services	Quantity
PHLG 01	Flammable Storage cabinet	1 Nos.
PHLG 02	Storage cupboard	1 Nos
PHLG 03	Wall storage cupboard	1 Nos.
PHLG 04	Lab Coat Cupboard	1 Nos.
PHLG 05	Gas Cylinder storage cabinet	1 Nos.
PHLG 06	Lab stools	50 Nos.
PHLG 07	Laboratory chair with arm rest	3 Nos.
PHLG 08	Laboratory chair without arm rest	3 Nos.
PHLG 09	Emergency shower with Eye wash	1 Nos.
PHLG 10	Magnetic Whiteboard	1 Nos.
PHLG 11	Multimedia Projector with Screen	1 Nos.
PHLG 12	Chemical waste bins	6 Nos.
PHLG 13	Dry powder fire extinguisher	1 Nos.
PHLG 14	CO ₂ fire extinguisher	1 Nos.
PHLG 15	Water fire extinguisher	1 Nos.
PHLG 16	Anti-vibration Table	1 Nos.

Lot 06 (F3-06) - Safety, Disposal and Other Essentials for Microbiology Lab

Lot Name: Safety, Disposal and Other Essentials for Microbiology Lab		
Item No.	Name of Goods or Related Services	Quantity
MIB-13	Lab waste bin for acid / organic solvent	4 Nos.
MIB-14	Water Fire Extinguisher	1 Nos.
MIB-15	CO ₂ Fire Extinguisher	1 Nos.
MIB-16	Dry powder Fire Extinguisher	1 Nos.
MIB-17	Magnetic Whiteboard	1 Nos.
MIB-18	Multimedia Projector with Screen	1 Nos.

SPECIAL REQUIREMENTS

- 1.1 Supply and Installation of Laboratory Workbenches, Storage units, wall-mounted units, worktops and other supporting structures/hardware's based on the specified Make List. This includes delivery to the building, loading & unloading the consignment, set in place, level, and scribe to walls and floors as required. Furnish and install all filler panels, knee space panels and scribes as shown on drawings.
- 1.2 Supply & Installation of all utility service outlets and accessory fittings, electrical receptacles, plumbing and electrical switches & fittings identified on drawings as mounted on the laboratory furniture.
- 1.3 Supply & Installation of service structures where specified and setting in place reagent shelves of the type shown in the drawings.
- 1.4 Supply & Installation of all laboratory sinks, bottle traps, drain troughs etc.
- 1.5 Design, Delivery, Installation and Commissioning should be carried out by supplier. Offered design should minimize major alternations in the existing buildings. Foreign suppliers should provide their local agents Name, Address and Engineering capabilities.
- 1.6 All the units should carry at least five (05) year warranty. Maintenance should be free of charge for the first year.
- 1.7 Removal of debris, dirt and rubbish accumulated as a result of installation/commissioning of the laboratory furniture and accessories and leaving the premises broom clean and orderly.
- 1.8 It is the intent of this specification to use specified make list as the standard of construction for laboratory furniture. The construction standards of this product line shall provide the basis for quality and functional installation.
- 1.9 Participants in the quotation process have to clarify any deviation to the specified design, construction or materials.
- 1.10 The laboratory furniture manufacturer shall provide work tops and casework all manufactured & shipped with proper packing & should take the full responsibility of the entire Scope of Works as specified in the tender. The supplier should also replace the damaged parts either during transit or installation.
- 1.11 All maintenance, repairs should be carried out by the suppliers. In the event of foreign manufacturer, local representative should have worked with the manufacturer for at least three years. Their local installations details should be provided with the offer.
- 1.12 All the units should carry at least five (05) year warranty. Maintenance should be free of charge for the first year.
- 1.13 Maintenance agreement or extended warranty should be available after the warranty period. All service and repair facilities should be available locally at easy reach.

Offer must include

- 1.14 All items requested in the schedule (laboratory Tables, benches, cupboards, racks, Eyewash, Emergency Shower with eyewash, Lab stools, Gas, Electrical & water services etc.)
- 1.15 Service supplies such as water & waste water lines with appropriate valves, electrical wiring system, and ventilation – some of the above services are available up to the laboratory and suppliers need to make connections to laboratory furniture utilities. Other services need to be proposed new.
- 1.16 Electrical wiring with casing from the main distribution board in the laboratory to the power sockets of the teacher table, student work tables & wall benches to suit the power requirements of the laboratory including appropriate safety protection.
- 1.17 Laboratory LP Gas supply system should be provided with manifolds, regulators, valves, pipes and appropriate safety system. Two (02) Nos. of 37.5kg LP Gas cylinders shall be provided.
- 1.18 Bidders are required to fulfill the following requirements:
Floor plans are attached for reference with relevant details.
Suppliers are requested to provide their designs as per utility requirements specified in “Schedule of requirements”.
Proposed layout plan shall be provided with the design provided.
3D isometric views of same shall be provided.
- 1.19 Service lines and control taps should be according to the international laboratory colour codes

Delivery and Completion Schedule

The delivery period shall start as of _____.

Item No.	Description of Goods or Related Services	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods or Completion Date for Related Services
Lot 01	As per attached schedule	CAD drawings Within four weeks of Contract, final installation within Eight weeks of Contract	Faculty of Technology, The Sabaragamuwa University of Sri Lanka, P.O. Box 2, Belihuloya 70140, Sri Lanka	<i>One month from the date of agreement</i>

Lot 02	As per attached schedule	CAD drawings Within four weeks of Contract, final installation within Eight weeks of Contract	Faculty of Technology, The Sabaragamuwa University of Sri Lanka, P.O. Box 2, Belihuloya 70140, Sri Lanka	<i>One month from the date of agreement</i>
Lot 03	As per attached schedule	CAD drawings Within four weeks of Contract, final installation within Eight weeks of Contract	Faculty of Technology, The Sabaragamuwa University of Sri Lanka, P.O. Box 2, Belihuloya 70140, Sri Lanka	<i>One month from the date of agreement</i>
Lot 04	As per attached schedule	CAD drawings Within four weeks of Contract, final installation within Eight weeks of Contract	Faculty of Technology, The Sabaragamuwa University of Sri Lanka, P.O. Box 2, Belihuloya 70140, Sri Lanka	<i>One month from the date of agreement</i>
Lot 05	As per attached schedule	CAD drawings Within four weeks of Contract, final installation within Eight weeks of Contract	Faculty of Technology, The Sabaragamuwa University of Sri Lanka, P.O. Box 2, Belihuloya 70140, Sri Lanka	<i>One month from the date of agreement</i>
Lot 06	As per attached schedule	CAD drawings Within four weeks of Contract, final installation within Eight weeks of Contract	Faculty of Technology, The Sabaragamuwa University of Sri Lanka, P.O. Box 2, Belihuloya 70140, Sri Lanka	<i>One month from the date of agreement</i>

Technical Specifications

Lot 1(F9-3) - Safety and technical Furniture for Biotechnology Lab

Lot No. : 01				
Lot Name : Safety, Disposal and Technical Fittings for Biotechnology Lab				
Item No.	Name of Goods or Related Services	Description	Unit of M	Quantity
BIOT-10	Laboratory Stool		Nos.	55
BIOT-10.1		Made of steel with fire retardant polyurethane injection foam seat, hydraulic gas lift adjustable height, and 4 castor wheels Lockable caster wheels	Nos.	55

BIOT-11	Laboratory Chair with Armrest		Nos.	06
BIOT-11.1		Made of steel with fire retardant polyurethane injection foam seat Hydraulic gas lift adjustable height, and 5 castor wheels, with arm rest Lockable caster wheels	Nos.	06

BIOT-12	Lab Waste Bin for Acid / Organic Solvent		Nos.	04
BIOT-12.1		Capacity: Approximately 15 L or 20 L Material: Acid / organic solvent resistant plastic material	Nos.	04

BIOT-13	Water Fire Extinguisher		Nos.	01
BIOT-13.1		9L water fire extinguisher with all accessories including wall brackets	Nos.	01

BIOT-14	CO2 Fire Extinguisher		Nos.	01
BIOT-14.1		2kg CO2 fire extinguisher with all accessories including wall brackets	Nos.	01

BIOT-15	Dry powder Fire Extinguisher		Nos.	01
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BIOT-15.1		3kg dry powder fire extinguisher with all accessories including wall brackets		
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BIOT-16	Magnetic Whiteboard		Nos.	01
BIOT-16.1		Whiteboard: Made of painted steel with aluminum frame, approximate board dimensions approximately; width-2500 mm x height-1000 mm, Both sides reversible/double side whiteboard are preferred.	Nos.	01
BIOT-16.2		Frame base approximately depth-500 mm, four casters, two with locking brakes, for easy maneuverability and stability are preferred	Nos.	01
BIOT-16.3		marker/eraser tray required	Nos.	01

BIOT-17	Multimedia Projector with Screen		Nos.	01
BIOT-17.1		Projection System-3LCD Technology, RGB Liquid crystal Shutter; Color Light output approximately 3200 lumen; White Light output approximately 1200 lumen; Resolution- SVGA, 800 x 600 or better, aspect ratio-4:3; Contrast Ratio approximately -15,000:1; Lamp approximately -200W; Lamp Life- More than 5000 h, Keystone Correction- Auto Vertical 30, Manual Horizontal 30; Interfaces- USB 2.0 type A, USB 2.0 type B, VGA in, HDMI in, composite in; Color reproduction-Up to 1.05 Billion; Focus-manual; Focal Distance approximately-16.7 mm; Image Size-25 to 340 or above; Projection Distance-1.77m –2.4 m	Nos.	01
BIOT-17.2		Motorized Screen: Motorized with electric up/down stop limits on RF remote, Adjustable to the desired length by control panel or remote controller, Viewing angles up to 150 degrees or more with a matte white surface, Viewing area size approximately length-2000 mm x width-1300 mm or larger, Diagonal approximately 2500 mm, aspect ratio 4:3	Nos.	01

BIOT-18	Water and Lab Waste Water Drainage System		Nos.	01
BIOT-		Water supply to Laboratory sink taps and	Nos.	01

18.1		laboratory waste water drainage system with PVC pipes of appropriate diameters and thickness with necessary valves and other fittings.		
BIOT-19	Electrical Wiring System for Teacher Tables, Wall Benches, & Student Work Tables	Electrical wiring with casing from the main distribution board in the laboratory to the power sockets of the teacher table, student work tables & wall benches to suit the power requirements of the laboratory including appropriate safety protection.	Nos.	01
BIOT-20	Step ladder	Made of Aluminum with 5 steps, Top step height approximate 6-8 feet, Foldable and easy to use, Slip-resistant steps and feet, Wide steps provide a stable work area,	Nos.	01
BIOT-21	Storage Rack Trolley	Made of stainless steel with 3 shelves, Antirust and corrosion resistant, durable, sturdy and safe 4 castor wheels with locking breaks for safety, Dimension: (Approximate Length x Width x Height): 750mm x 400mm x 850mm		01

General Specifications: Lot 01 (BIOT 10- BIOT 21)

Item No.	Name of Goods or Related Services	Technical Description, Specifications, and Standards
BIOT-01 – BIOT-21	General Specification	• All systems should be modular systems, can be easily detached and arranged according to the existing laboratory premises & should be able to interchange the units to adapt to any altered requirement in future • All work surfaces should be in standing work height of 900 mm unless stated. • Approximate dimensions of the units are given; supplier should take the exact measurement. Site visit could be arranged on request. • The materials used for manufacturing of laboratory furniture should be highly durable and of high mechanical strength, should have fire retardant properties, should be resistant to pest attacks and aging and should not absorb moisture, absorb any toxic substances, deform or de-shaped at elevated environmental conditions. • Structures should not have any tack welding points to prevent corrosion. • Service lines and control taps should be according to the international laboratory color codes.
BIOT-01 – BIOT-21	Safety and Standards	• All materials used should be durable and suitable for use in laboratory settings. Materials should carry international safety certification. • Supplier should provide the test certificates pertaining to material quality for work tops, control taps, paints and pre-treating procedures, fire resistance, fume management, media and chemical storage, laboratory hoses, etc. • Supporting certificates should be provided especially for critical issues like fire resistant, resistant to chemicals etc. (Required test certificates are specified at the end of the specifications). • Supplier should have sufficient experience in designing, manufacturing, supply & installation and maintenance of laboratory furniture at least for 10 years. The Supplier/Manufacturer should be ISO 9001: 2008 or ISO 9001:2015 certified.

BIOT-01 - BIOT- 21		Door / Drawer Front: • Epoxy coated material • All exposed edges should be lipped with PVC lipping not less than 3 mm to protect from impacts, moisture and insects. The lipping should be machine applied with hot melt glue at a temperature of 205 degree Celsius. • It should be Solid, high impact, homogeneous color, applied by high speed edge bander with hot melt adhesive and automatically trimmed all edges. Additionally, all edges including vertical corner edge receive uniform radius equal to thickness of the edging. • The Melamine Laminate shall conform to BS, NEMA & BIS Standards. • The doors and drawers shall have full length grab rail that is not projecting outside from the door front surface. The grab rails should be made of Aluminum with epoxy powder coated.
BIOT-10	Laboratory Stool	• Should have made of steel and consist of fire retardant polyurethane injection foam seat • Height should be adjustable via hydraulic gas lift from about 20'' to 26'' • Should comply with ANSI-BIFMA X 5.1-2002 standard and third party certificate should be attached • Approximately 60 cm diameter or better metal base and four or more durable nylon castors.
BIOT-17	Multimedia Projector with Screen	• Projection System-3LCD Technology, • RGB Liquid crystal Shutter; Color Light output approximately 3200 lumen; White Light output approximately 1200 lumen; • Resolution- SVGA, 800 x 600 or better, aspect ratio-4:3; Contrast Ratio approximately -15,000:1; • Lamp approximately -200W; Lamp Life- More than 5000 h, • Keystone Correction- Auto Vertical 30, Manual Horizontal 30; • Interfaces- USB 2.0 type A, USB 2.0 type B, VGA in, HDMI in, composite in; • Color reproduction-Up to 1.05 Billion; Focus-manual; • Focal Distance approximately-16.7 mm; Image Size-25 to 340 or above; Projection Distance-1.77m–2.4 m

Lot No. 02: Chairs and cupboards for Bioenergy Lab

Item No.	Name of Goods or Related Services	Technical Description, Specifications and Standards	Quantity	Bidder's Response (Yes/No)	If "No" Bidder's Comments
BENG-06	Laboratory stool	Material steel, with polyurethane injection foam seat, approximately 60 cm diameter steel base with five legs. Feet nails are made with plastic cover. Castors are fixed with stainless steel foot ring, Castors are nylon wheels with stainless steel foot ring and locking mechanisms pneumatic lift mechanism with one point locking, suitable for approximately 900 mm worktop, 360° revolving mechanism, Black or brown colored seat	50		
BENG-07	Laboratory chair with arm rest	Material steel, with polyurethane injection foam seat, back and hand rest, approximately 60 cm diameter metal or plastic base with five durable nylon castors base. Castors are nylon wheels with stainless steel foot ring, Castors are nylon wheels with stainless steel foot ring and locking mechanisms approximately 20 cm pneumatic adjustable lift mechanism with one point locking, suitable for approximately 900 mm worktop, 360° revolving mechanism, Black or brown colored seat	3		
BENG-08	Laboratory Chair without Arm Rest	Material steel, with polyurethane injection foam seat, back and, approximately 60 cm diameter steel base with five legs. Feet nails are made with plastic cover. Castors are nylon wheels with stainless steel foot ring and locking mechanisms. with stainless steel foot ring, approximately 20 cm pneumatic adjustable lift mechanism with one point locking, suitable for approximately 900 mm worktop, 360° revolving mechanism, Black or brown colored seat	3		
BENG-11	Anti-vibration Table	Anti-vibration Table 1000x 500 mm Scratch-resistant granite top, shock-absorbing rubber mounts, Levelling feet to accommodate uneven surfaces. Overall table height approximately 900 mm	1		

BENG-12	Storage cupboard	(Approximately; Length-900mm x Width-450mm x Hight-1800mm)0.8 mm or thicker steel,epoxy powder coated (70 microns or more) 3 or 4 Shelves with glass front and with two doors.	3		
BENG-13	Lab coat cupboard	(Approximately; Length-900mm x Width-450 mm x Hight-1800 mm), 0.8 mm or thicker steel, epoxy powder coated (70 microns or more)	1		
BENG-14	Wall Storage Cupboard	(Approximately; Length-2000mm x Width-300mm x Hight-600mm), 0.8 mm or thicker steel, epoxy powder coated (70 microns or more) can be contain Compartments with shelves for storage	4		

Lot No. 03: Safety and technical for Bioenergy Lab

Item No.	Name of Goods or Related Services	Technical Description, Specifications and Standards	Quantity	Bidder's Response (Yes/No)	If "No" Bidder's Comments
BENG-09	Fume Hood	General Purpose Fume Hood 6ft With Ducting System General Purpose Fume Hood with Base Cabinet and Ducting System 1800 x 800 x 2300 mm (WxDxH) approx. 1 way tap with PP sink unit - 1Nos 13A electrical socket - 4 Nos Carbon Filter Boxes for fumehood exhaust Work Surface Height: 700mm Max Opening: 815mm Air Velocity: 0.4~0.6m/s Noise: ≤60dB Fluorescent Lamp: 30W*2 Blower: Built-in axial flow blower; Speed adjustable. Front Window: Manual, 5mm toughened glass, height adjustable. Power Supply: AC220V±10%, 50/60Hz Consumption: 360W Material Main Body: Made of Poly Propylene, color: Porcelain white, thickness 8mm, resistant to strong acid, alkali and anti-	1		

		corrosion Work Table: Chemical resistant phenolic resin Standard Accessory Fluorescent lamp, Water tap, Gas tap, Water Sink, Base cabinet, Waterproof socket*2, 4 meter PVC duct, Diameter:250mm Gross Weight: 225kg Features It is safer to use anti-corrosive water tap. Microprocessor control system, LCD display Made of porcelain white PP, resistant to strong acid, alkali and anti-corrosion. Front window which is made of thick transparent toughened glass maximize light and visibility inside the fume hood, providing a bright and open working environment LCD Display Waterproof Socket PP sink Resistant strong acid, alkali and anti-corrosion Water and Gas Remote Control			
BENG-15	Emergency Shower with Eye Wash	Floor mounted Emergency shower with self-drainingshower and Eye wash, operation by foot paddle, shower head ABS, pull rod isSteel and epoxy coated, Bowl isSteel& epoxy coated, Eye wash cup is rubber	1		
BENG-16	waste bins	Chemical waste bins Ideal for segregating waste. Hygienic, smooth surface with rounded corners. Removable, swinging lid for easy access and cleaning. Supplied with white body and a choice of coloured lid. White lid Dimensions (H x W x D) : 400mm x 230mm x 200mm 12L capacity	4		
BENG-17	Fire Extinguisher Station	Fire Extinguisher :Water: Approximately 9L-Water Fire extinguisher CO2: Approximately 2kg- CO2 Fire extinguisher Dry Powder: Approximately 3 kg-Dry powder fire extinguisher	1		

		with all accessories including wall brackets			
BENG-18	White Board:	Approximately; Length 2400 mm* width 1200 mm, thickness 10 cm or more material Melamine, Magnetic metallic frame, with wall mount hanging hooks	2		
BENG-19	Multimedia Projector with Screen	Approximately 3,100 lumens color brightness (color light output) approximately 3,100 lumens white brightness (white light output) HDMI, built-in speakers 3LCD projector with electric motorized projector screen approximately 100 inch diagonal auto with remote 4:3 projection	1		
BENG-20	Flammable Storage Cabinet	Gas Cylinder storage cabinet with exhaust and Ducting System Belts for cylinder hold Dimension (Length x Width x Height): 1300mm x 600mm x 2015 mm 45 Gallon, 500 lb. Capacity Assembled with 18-gauge steel Safety Yellow Color Construction meets NFPA Code 30 and OSHA Standard 1910.106 for storage of Class I, II and III liquids	1		

Lot 04 Furniture for Pharmacology Lab 02

Lot Name : Furniture for Pharmacology Lab 02				
Item No.	Name	Description	Bidder's Response (Yes/No)	If "No" Bidder's Comments
PHLG 01	General Purpose Fume Hood 4ft with Ducting System			
		Dimensions Approx. (W x D x H): 1300 x 800 x 2300 mm approx.		
		Service fittings for gas and electricity base cabinet, exhaust blower, and ducting		
		Carbon Filter Boxes for fume hood exhaust		
PHLG 02	Bio safety cabinet Class II A2			
		4 ft. Cabinet Width Package: Includes Cabinet, Manual Adjustable Height Stand, Factory installed UV Light, 1 set of armrests		
		Chamber material: SmartCoat/ Stainless-steel		
		Type: Class II, Type A2		
		Filter Type: H14 HEPA EN 1822, 99.995% MPPS		

Lot 04 Furniture for Pharmacology Lab 02

Item No.	Name	Description	Bidder's Response (Yes/No)	If "No" Bidder's Comments
PHLG 01	Flammable Storage cabinet			
		Dimensions: D x W x H in mm :650 x 900 x 2000 approx		
		Material: 10/10 mm thickness pickled steel coated with acid-proof epoxy powder.		
		Internal body panels should be made of anti-scratch material, resistant to corrosive products		
		External dimensions: Dimensions: D x W x H in mm :650 x 900 x 2000 approx;.		
		Internal volume: approx. 800 liters		
PHLG 02	Storage cupboard			

PHLG 02.1		(Approximately, Length-900mm x Width-450mm x Hight-1800mm) 0.8 mm or thicker steel, epoxy powder coated (70 microns or more)		
PHLG 03	Wall storage cupboard			
PHLG 03.1		(Approximately; Length-1100mm x Width-300mm x Hight-600mm), 0.8 mm or thicker steel, epoxy powder coated (70 microns or more)		
PHLG 04	Lab Coat Cupboard			
PHLG 04.1		(Approximately, Length-900mm x Width-450mm x Hight-1800mm), 0.8 mm or thicker steel, epoxy powder coated (70 microns or more)		
PHLG 05	Gas Cylinder storage cabinet			
PHLG 05.1		Dimensions (W x D x H): 1300x 600 x 2015 mm. Material: Completely galvanized and powder coated structured surface and stainless steel base. Door design: Wing door Adjusting aids to compensate for uneven floor Exclusive solid roof panels. warning and identification labels Interior equipment including C-rails, bottle retainer and tension belts		
PHLG 06	Lab stools			
PHLG 06.1		Made of steel with fire retardant polyurethane injection foam seat, hydraulic gas lift adjustable height, and 4 castor wheels with reverse locking safety brakes		
PHLG 07	Laboratory chair with arm rest			
PHLG 07.1		Hydraulic gas lift adjustable height, and 5 castor wheels with reverse locking safety brakes, with arm rest		
PHLG 08	Laboratory chair without arm rest			
PHLG 08.1		Hydraulic gas lift adjustable height, and 5 castor wheels reverse locking safety brakes, without arm rest		
PHLG 09	Emergency shower with Eye wash	Floor mounted emergency shower with self-draining shower and Eye wash, operation by foot paddle, shower head ABS, pull rod is Steel & epoxy coated, Bowl is Steel & epoxy coated, Eye wash cup is rubber		
PHLG 09.1				
PHLG 10	Magnetic Whiteboard			

PHLG 10.1		Whiteboard: Made of painted steel with aluminum frame, approximate board dimensions approximately; width-2500 mm x height-1000 mm, Color: White Both sides reversible/double side whiteboard is preferred.		
PHLG 10.2		Frame base approximately depth-500 mm, four casters, two with locking brakes, for easy maneuverability and stability are preferred		
PHLG 10.3		Marker/eraser tray required		
PHLG 11	Multimedia Projector with Screen			
PHLG 11.1		Projection System-3LCD Technology, RGB Liquid crystal Shutter; Color Light output approximately 3200 lumen; White Light output approximately 1200 lumen; Resolution-SVGA, 800 x 600 or better, aspect ratio-4:3; Contrast Ratio approximately -15,000:1; Lamp approximately -200W; Lamp Life-More than 5000h, Keystone Correction-Auto Vertical 30, Manual Horizontal 30; Interfaces-USB 2.0 type A, USB 2.0 type B, VGA in, HDMI in, composite in; Color reproduction-Up to 1.05 Billion; Focus-manual; Focal Distance approximately-16.7mm; Image Size-25 to 340 or above; Projection Distance-1.77m –2.4m		
		Screen: Motorized with electric up/down stop limits on RF remote, Adjustable to the desired length by control panel or remote controller, Viewing angles up to 150 degrees or more with a matte white surface, Viewing area size approximately length-2000 mm x width-1300 mm or larger, Diagonal approximately 2500 mm, aspect ratio 4:3		
PHLG 12	Chemical waste bins			
		Chemical Waste bins Type- Foot-operated Waste Container Material- Plastic Capacity - 25.0 to 30.0 L Closure Type- Overlapping		
PHLG 13	Dry powder fire extinguisher			
PHLG 13.1		3kg dry powder fire extinguisher with all accessories including wall brackets		
PHLG 14	CO ₂ fire extinguisher			
PHLG 14.1		2kg CO ₂ fire extinguisher with all accessories including wall brackets		
PHLG 15	Water fire extinguisher			
PHLG 15.1		Approximately 9L water fire extinguisher with all accessories including wall brackets		
PHLG 16	Anti-vibration Table			
		Dimensions Approx. 400 x 500 mm		
		Scratch-resistant granite top, shock-absorbing rubber mounts, levelling feet to accommodate uneven surfaces.		

Lot 06: Furniture for Microbiology Laboratory 6

Item No.	Name of Goods or Related Services	Technical Description, Specifications, and Standards	Bidder's Response (Yes/No)	If "No" Bidder's Comments
MIB-1 – MIB- 18	General Specification	• All systems should be modular systems, can be easily detached and arranged according to the existing laboratory premises & should be able to interchange the units to adapt to any altered requirement in future • All work surfaces should be in standing work height of 900 mm unless stated. • Approximate dimensions of the units are given; supplier should take the exact measurement. Site visit could be arranged on request. • The materials used for manufacturing of laboratory furniture should be highly durable and of high mechanical strength, should have fire retardant properties, should be resistant to pest attacks and aging and should not absorb moisture, absorb any toxic substances, deform or de shaped at elevated environmental conditions. • Structures should not have any tack welding points to prevent corrosion. • Service lines and control taps should be according to the international laboratory color codes.		

MIB-1 – MIB- 18	Safety and Standards	• All materials used should be durable and suitable for use in laboratory settings. Materials should carry international safety certification. • Supplier should provide the test certificates pertaining to material quality for work tops, control taps, paints and pre-treating procedures, fire resistance, fume management, media and chemical storage, laboratory hoses, etc. • Supporting certificates should be provided especially for critical issues like fire resistant, resistant to chemicals etc. (Required test certificates are specified at the end of the specifications). • Supplier should have sufficient experience in designing, manufacturing, supply & installation and maintenance of laboratory furniture at least for 10 years. The Supplier/Manufacturer should be ISO 9001: 2008 or ISO 9001:2015 certified.	•	•
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MIB-13 – MIB-18	Under bench cabinets	Door / Drawer Front: • Epoxy coated material • All exposed edges should be lipped with PVC lipping not less than 3 mm to protect from impacts, moisture and insects. The lipping should be machine applied with hot melt glue at a temperature of 205 degree Celsius. • It should be Solid, high impact, homogeneous color, applied by high speed edge bander with hot melt adhesive and automatically trimmed all edges. Additionally, all edges including vertical corner edge receive uniform radius equal to thickness of the edging. • The Melamine Laminate shall conform to BS, NEMA & BIS Standards. • The doors and drawers shall have full length grab rail that is not projecting outside from the door front surface. The grab rails should be made of Aluminum with epoxy powder coated. • Doors shall be provided with locks. • Under Bench Cabinets with sliding doors shall be provided with three sliding doors on two tracks to ensure more available space inside the cabinet. Cabinet Body: • Epoxy coated material • All exposed edges should be lipped with PVC lipping not less than 3 mm to protect from impacts, moisture and insects. The lipping should be machine applied with hot melt glue at a temperature of 205 degree Celsius. • The cabinet body should be made of permanent casework without any screws and knockdown / mini-fix fittings. Permanent case work shall be made using latest technology such as biscuit joints with necessary adhesives. Inside of the cabinet body should not have any gaps for dust accumulated. All joints should be sealed and it should be easily cleanable.		
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		• All Adjustable shelves should also be made with the same material as above. • Under Bench Cabinets shall be with are 350 mm - 450 mm depth or more and the 600 mm or more height. • All students bench under bench cabinets shall have fixed shelves. Hinges: • For the doors, hinges should be without rust, nickel coated heavy duty, self-closing, and allowing opening up to 165 degree and should be adjustable in all three directions for perfect finish and corrections. • Drawer slides shall be made of metal, epoxy powder coated and with nylon wheels to allow smooth and silent sliding. Knee space Panels: • It shall be made of 9 mm or better epoxy powder coated material. Filler panel: It shall be made of 18 mm or thicker epoxy powder coated material. • All exposed edges should be lipped with PVC lipping not less than 3 mm to protect from impacts, moisture and insects. The lipping should be machine applied with hot melt glue at a temperature of 205 degree Celsius. It should be Solid, high impact, homogeneous color, applied by high speed edge bander with hot melt adhesive and automatically trimmed all edges. Additionally, all edges including vertical corner edge receive uniform radius equal to thickness of the edging.		
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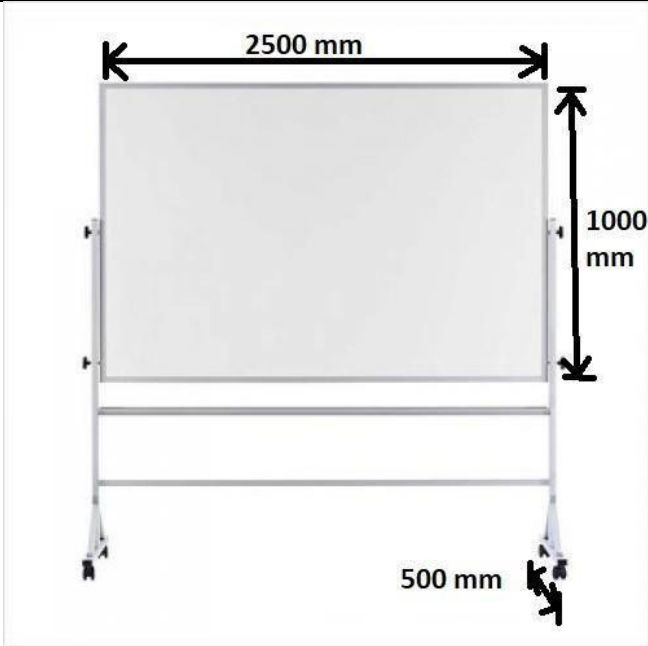
MIB-18	Multimedia Projector with Screen	•Projection System-3LCD Technology, • RGB Liquid crystal Shutter; Color Light output approximately 3200 lumen; White Light output approximately 1200 lumen; •Resolution- SVGA, 800 x 600 or better, aspect ratio-4:3; Contrast Ratio approximately -15,000:1; • Lamp approximately -200W; Lamp Life- More than 5000 h, Keystone Correction- Auto Vertical 30, Manual Horizontal 30; •Interfaces- USB 2.0 type A, USB 2.0 type B, VGA in, HDMI in, composite in; •Color reproduction-Up to 1.05 Billion; Focus-manual; •Focal Distance approximately-16.7 mm; Image Size-25 to 340 or above; Projection Distance- 1.77m–2.4 m		
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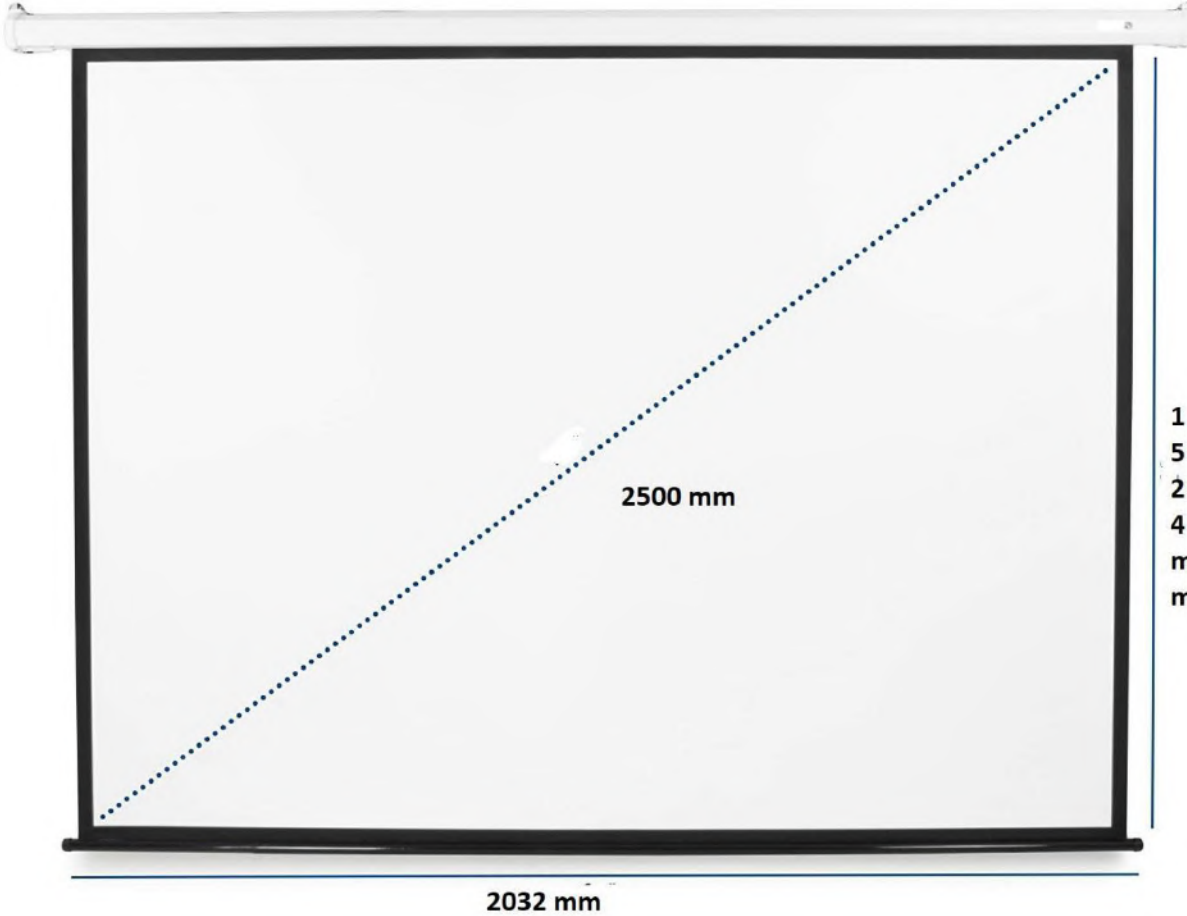
Indicative Images

Lot 01

BIOT-10	Laboratory stool
	
BIOT-11	Laboratory chair with arm rest
	
BIOT-12	Lab waste bin for acid / organic solvent
	
BIOT-14	Water Fire Extinguisher

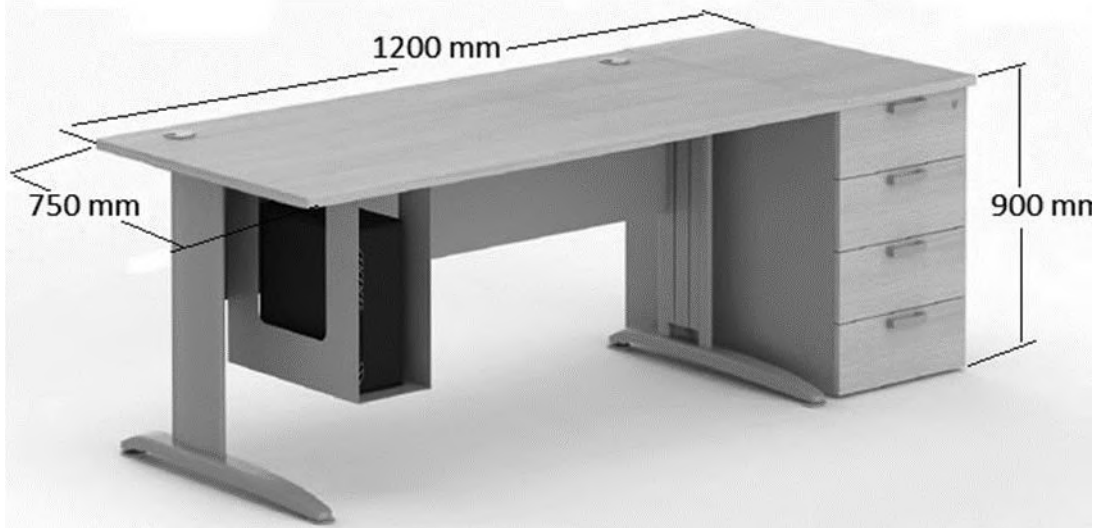
	
BIOT-14	CO2 Fire Extinguisher
	
BIOT-15	Dry Powder Fire Extinguisher
	
BIOT-16	Magnetic Whiteboard

	 A diagram of a projector screen on a stand. The screen is rectangular with a width of 2500 mm and a height of 1000 mm. The stand has a depth of 500 mm. The screen is mounted on a frame with adjustable legs.
BIOT-17	Multimedia Projector with Screen
BIOT-17.1	 A photograph of a white multimedia projector. It has a large lens on the front, a handle on top, and ventilation grilles on the sides and front. The projector is shown from a three-quarter perspective.

BIOT-17.2	 The diagram shows a step ladder in its open position. It has a white frame and a black mesh screen. The width of the ladder is labeled as 2032 mm. The height of the ladder is labeled as 2500 mm. The depth of the ladder is labeled as 1524 mm. The ladder is shown with a dotted line indicating its folded position.
BIOT-20	Step ladder

**BIOT-21** Storage rack/ Trolley

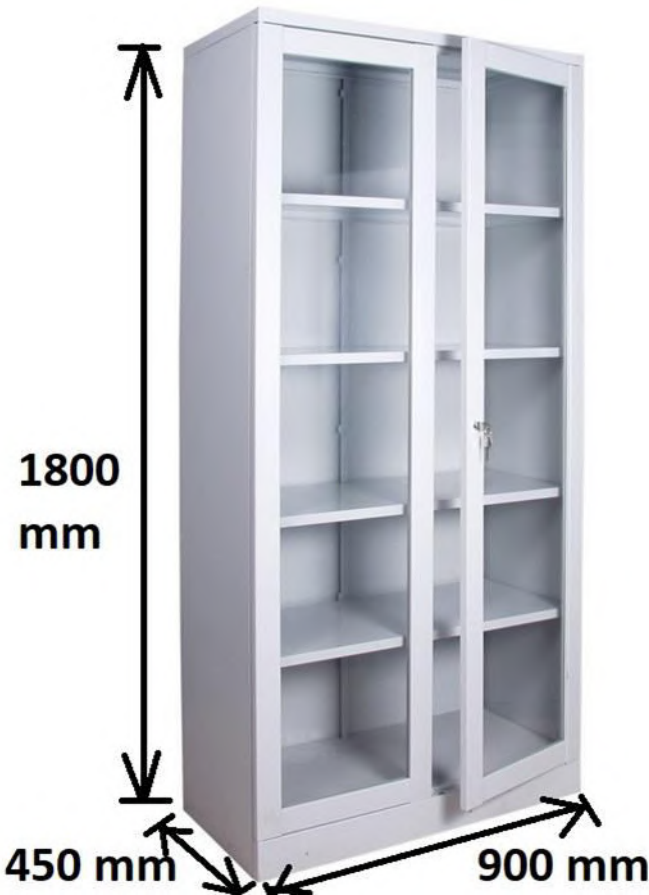
Indicative Images – LOT 02 & LOT 03

BENG-10	Front Table
	

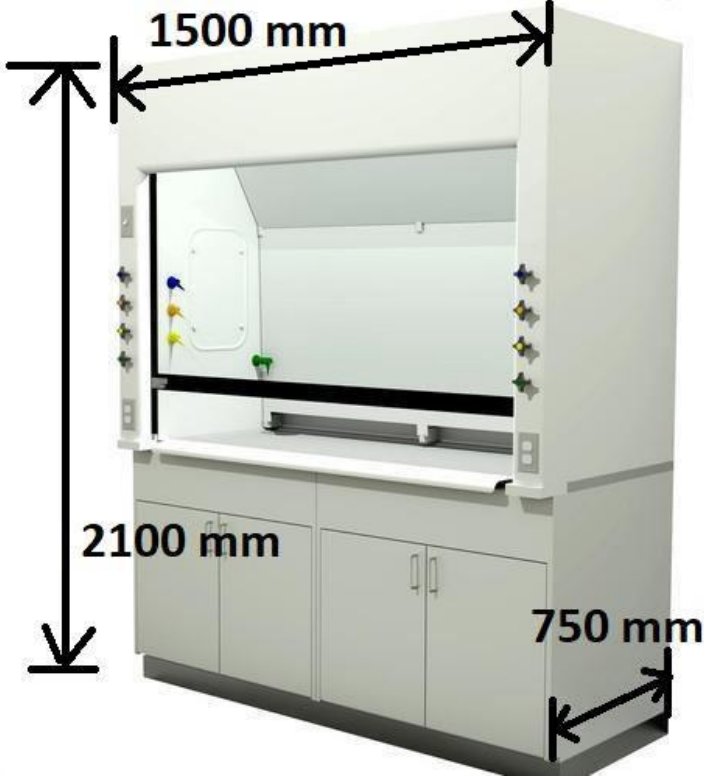
Item No.	Item Name
BENG-11	Anti-vibration Table

Item No.	Item Name
11.1	
BENG-06	Laboratory stool
	
BENG-07	Laboratory chair with arm rest

Item No.	Item Name
	
BENG-08	Laboratory chair without arm rest
	
BENG-12	Storage Cupboards

Item No.	Item Name
	
BENG-13	Lab coat cupboard
02.1	
BENG-14	Wall Storage Cupboard

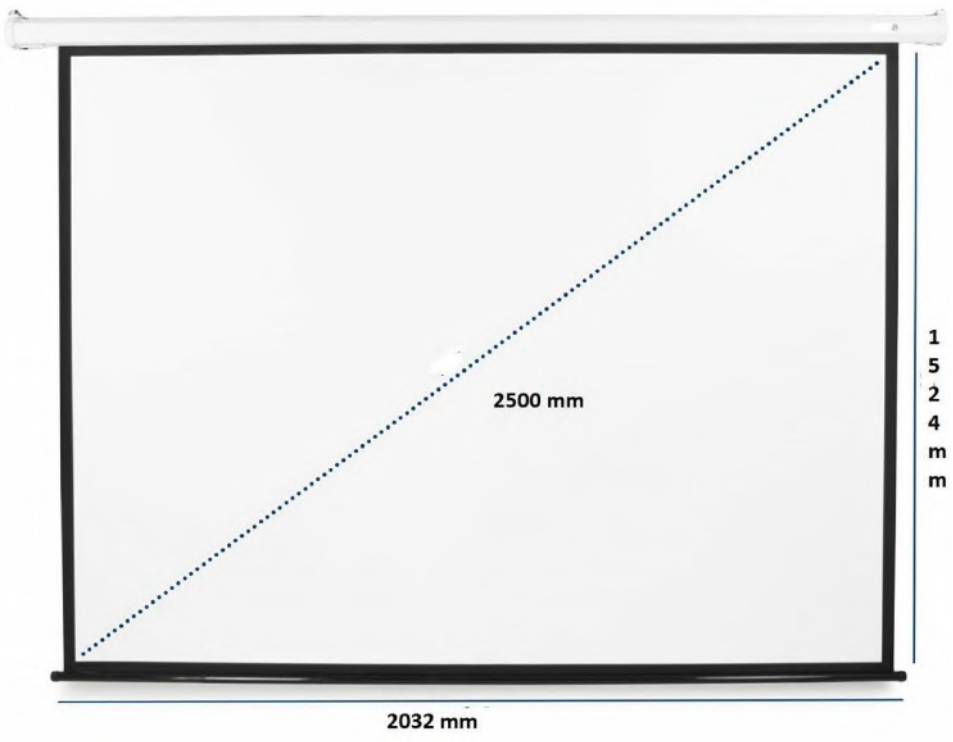
Item No.	Item Name
	

BENG-09	Fume Hood
	
BENG-15	Emergency Shower with Eye Wash

	
BENG-16	Waste bins
	
BENG-17	Fire Extinguisher Station

	
17.1	
17.2	
17.3	Dry Powder Fire Extinguisher

	
BENG-18	Magnetic Whiteboard
	
BENG-19	Multimedia Projector with Screen
	

	 A technical diagram of a rectangular storage cabinet. The width is labeled as 2032 mm at the bottom. The height is labeled as 1524 mm on the right side. A dashed diagonal line is drawn from the bottom-left corner to the top-right corner, labeled as 2500 mm.
BENG-20	Flammable Storage Cabinet
	 A photograph showing a person in a blue shirt and light blue pants, wearing white gloves, placing a red fire extinguisher into a yellow flammable storage cabinet. The cabinet is open, revealing shelves and other fire extinguishers inside. A label on the inside of the door reads 'FLAMMABLE', 'INFLAMMABLE', and 'INFLAMMABLE'.

Lot 04- Pharmacology Lab Furniture Drawings

Item No.	Name of goods or related services
PHLG-01	General Fume Hood
PHLG-01.1	
PHLG-02	Bio safety cabinet Class II A2

**PHLG-
02.1**



Lot 05 ; Pharmacology lab Furniture Drawing

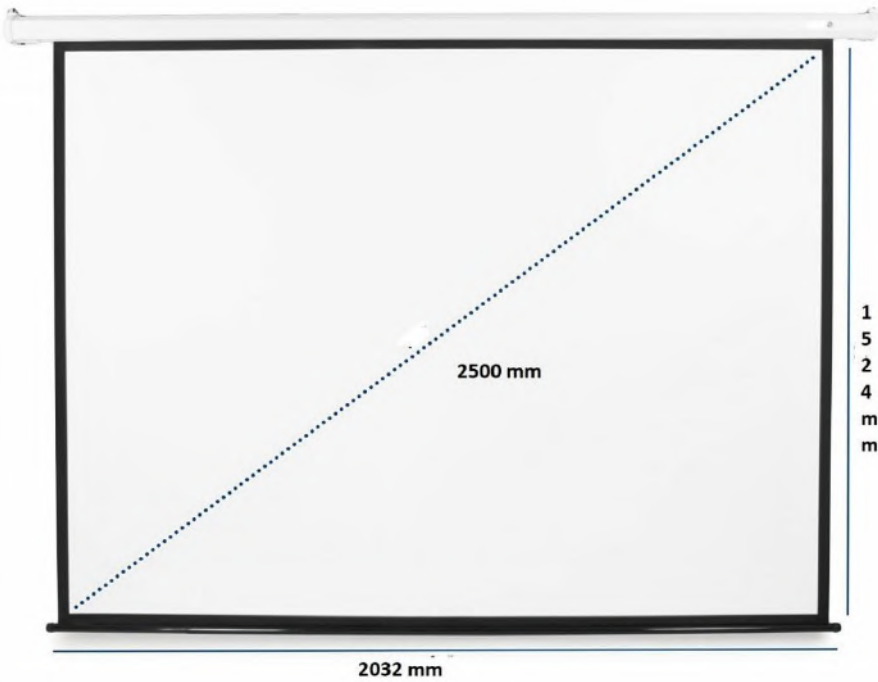
Item No.	Name of goods or related services
PHLG-01	Flammable Storage Cabinet
PHLG-01.1	
PHLG 03	Wall Storage Cupboard

PHLG 03.1	
PHLG 04	Lab Coat Cupboard
PHLG 04.1	
PHLG 05	Gas Cylinder Storage cupboard

PHLG 05.1	
PHLG 06	Lab Stool
PHLG 06.1	
PHLG 07	Laboratory Chair with Arm Rest
PHLG 07.1	
PHLG	Laboratory Chair without Arm Rest

08	
PHLG 08.1	
PHLG 09	Safety Shower with Eye Wash Station
PHLG 09.1	
PHLG 10	Magnetic Whiteboard

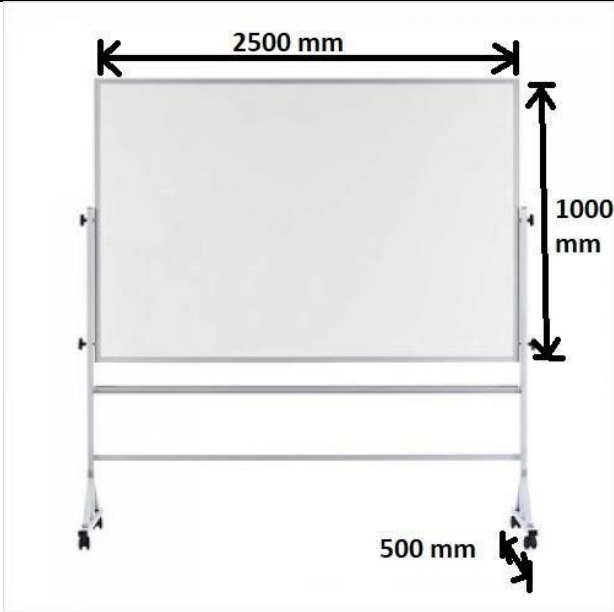
PHLG 10.1	
PHLG 11	Multimedia Projector with Screen
PHLG 11.1	

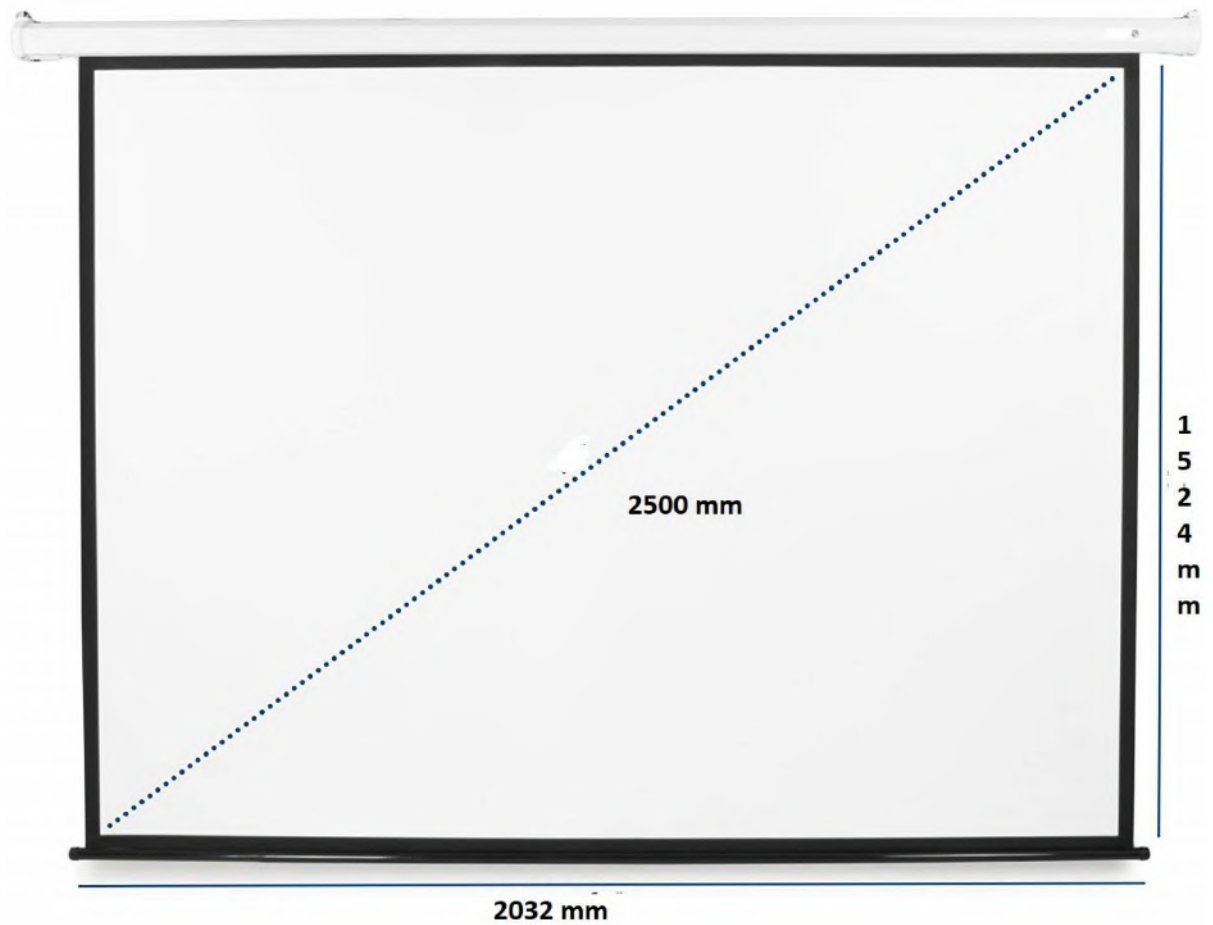
PHLG 11.2	 A diagram of a rectangular whiteboard. The width is labeled as 2032 mm at the bottom. The height is labeled as 1524 mm on the right side. A dotted diagonal line is drawn from the bottom-left corner to the top-right corner, labeled as 2500 mm. The whiteboard is mounted on a wall with a silver bracket at the top left.
PHLG 13	Dry Powder fire extinguisher
PHLG 13.1	 A red dry powder fire extinguisher. It has a black hose and a red handle. The label on the extinguisher says "POWDER" and "DRY POWDER EXTINGUISHER".
PHLG 14	Co2 fire extinguisher

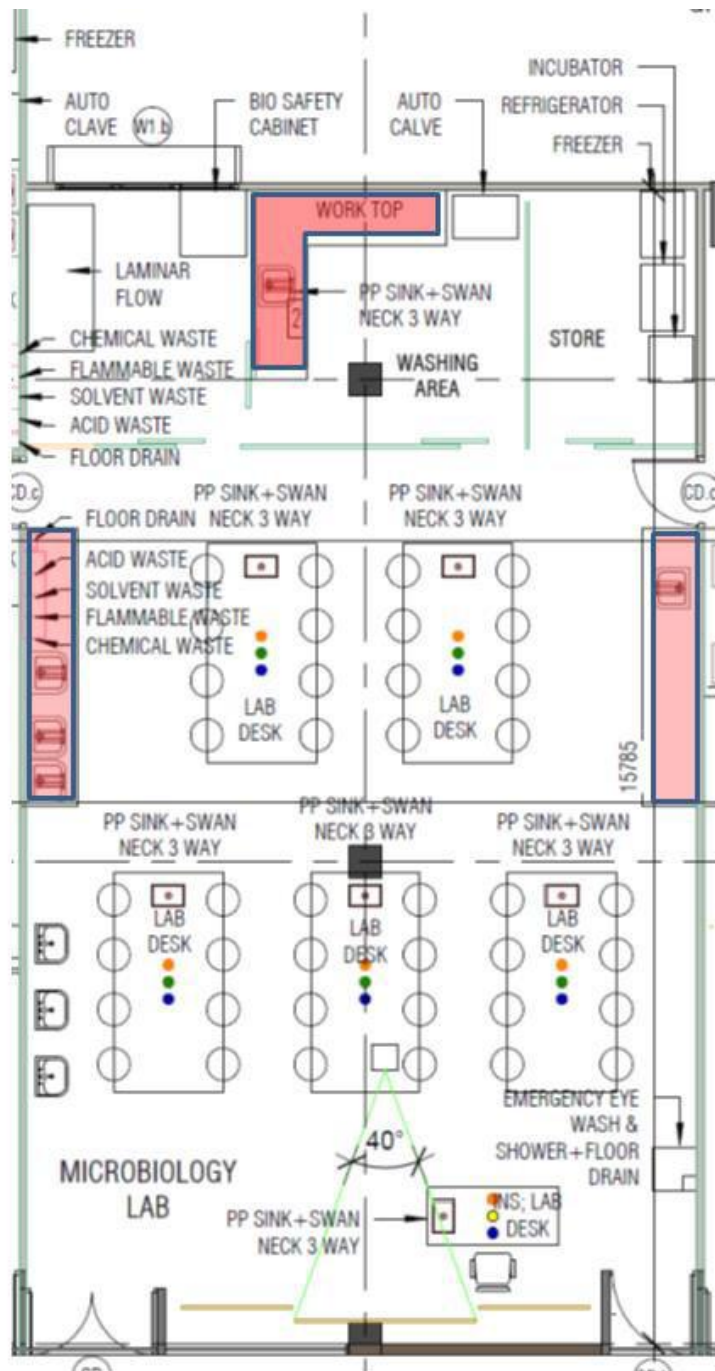
PHLG 14.1	
PHLG 15	Water fire extinguisher
PHLG 15.1	
PHLG 16	Anti-Vibration Table
PHLG 16.1	

Lot 06 Furniture for Microbiology Laboratory 6

MIB-13	Lab waste bin for acid / organic solvent
	
MIB-14	Water Fire Extinguisher
	
MIB-15	CO₂ Fire Extinguisher
	
MIB-16	Dry Powder Fire Extinguisher

	
MIB-17	Magnetic Whiteboard
	
MIB-18	Multimedia Projector with Screen
MIB-18.1	

**MIB-
18.2**



Section 7: General Conditions of Contract

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Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the 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) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
- (h) "GCC" means the General Conditions of Contract.
- (i) "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.
- (j) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) "SCC" means the Special Conditions of Contract.
- (n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (o) "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 Agreement, and includes the legal successors

or permitted assigns of the Supplier.

(p) "ADB" is the Asian Development Bank.

(q) "The Site," where applicable, means the place named in the SCC.

Contract Documents

1.2 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

Fraud and Corruption

1.3 ADB's Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
- (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
- (vii) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB's contractual rights of audit or inspection or access to information; and
- (viii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's

Anticorruption Policy, including failure to adhere to the highest ethical standard.

will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;

will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed,-administered, or -supported activities or to benefit from an ADB-financed,-administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

1.4 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:

being available to be interviewed and replying fully and truthfully to all questions asked;

providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;

upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;

cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);

cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and

preserving and protecting confidentiality of all information discussed

with, and as required by, ADB.

- 1.5 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.
- 1.6 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

Interpretation

- 1.7 If the context so requires it, singular means plural and vice versa.

- 1.8 Inco terms

The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Inco terms.

EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Inco terms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

- 1.9 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 parties with respect thereto made prior to the date of Contract.

- 1.10 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.

- 1.11 Non-waiver

- (a) Subject to GCC Sub-clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

- 1.12 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.

Language

- 1.13 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. 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 the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 1.14 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

Joint Venture

- 1.15 If the Supplier is a Joint Venture 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. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

Eligibility

- 1.16 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 1.17 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

Notices

- 1.18 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 1.19 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

Governing Law

- 1.20 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

Settlement of Disputes

- 1.21 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.
- 1.22 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

Scope of Supply	1.23 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6(Schedule of Supply).
	1.24 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
Delivery	1.25 Subject to GCC Sub-clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6(Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
Supplier's Responsibilities	1.26 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
Purchaser's Responsibilities	1.27 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
	1.28 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-clause 14.1.
Contract Price	1.29 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
	1.30 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
Terms of Payment	1.31 The Contract Price shall be paid as specified in the SCC.
	1.32 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 GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
	1.33 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
	1.34 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
Taxes and Duties	1.35 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
	1.36 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**Performance
Security**

- 1.37 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 1.38 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 1.39 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.
- 1.40 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 1.41 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

Copyright

- 1.42 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.

**Confidential
Information**

- 1.43 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 GCC Clause 20.
- 1.44 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 design, procurement, or other work and services required for the performance of the Contract.
- 1.45 The obligation of a party under GCC Sub-clauses 20.1 and 20.2 above, however, shall not apply to information that
- (a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of

that party;

- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

1.46 The above provisions of GCC Clause 20 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.

1.47 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

Subcontracting

1.48 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

1.49 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

Specifications and Standards

1.50 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (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) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6(Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

1.51 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 Section 6(Schedule of Supply). 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 GCC Clause 33.

Packing and Documents

1.52 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open

storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

- 1.53 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

Insurance

- 1.54 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Inco terms or in the manner specified in the SCC.

Transportation

- 1.55 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Inco terms specified in Section 6(Schedule of Supply).

Inspections and Tests

- 1.56 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 Section 6(Schedule of Supply).
- 1.57 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub-clause 26.3, 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.
- 1.58 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-clause 26.2, 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.
- 1.59 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.
- 1.60 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.
- 1.61 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

1.62 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 GCC Sub-clause 26.4.

1.63 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 GCC Sub-clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**Liquidated
Damages**

1.64 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods 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 SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

Warranty

1.65 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.

1.66 Subject to GCC Sub-clause 22.1, 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.

1.67 Unless otherwise specified in the SCC, the warranty shall remain valid for 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 SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

1.68 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.

1.69 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

1.70 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, 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.

Patent Indemnity

1.71 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-clause 29.2, 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.

1.72 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-clause 29.1, 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.

1.73 If the Supplier fails to notify the Purchaser within 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.

1.74 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.

1.75 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.

Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct,

- (a) neither party shall be liable to the other party 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 amount specified in the SCC, 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.

Change in Laws and Regulations

- 1.76 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) 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 GCC Clause 15.

Force Majeure

- 1.77 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.
- 1.78 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.
- 1.79 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.

Change Orders and Contract Amendments

- 1.80 The Purchaser may at any time order the Supplier through Notice in accordance GCC 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.
- 1.81 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 and 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 28 days from the date of the Supplier's receipt of the Purchaser's change order.

- 1.82 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.

Extensions of Time

- 1.83 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 GCC 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.

- 1.84 Except in case of Force Majeure, as provided under GCC Clause 32, 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 GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-clause 34.1.

Termination

- 1.85 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by 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 GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, as defined in GCC 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 GCC Clause 35.1(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.

- 1.86 Termination for Insolvency

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.

1.87 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 28 days after the Supplier's receipt of the 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.

Assignment

- 1.88 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.

Respectful Work Environment

- 1.89 The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.
- 1.90 The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: Democratic Socialist Republic of Sri Lanka
GCC 1.1(k)	The Purchaser is: Sabaragamuwa University of Sri Lanka
GCC 1.1 (q)	The Site is: Faculty of Technology, Sabaragamuwa University of Sri Lanka, Belihuloya, 70140, Sri Lanka.
GCC 4.2 (b)	The version of Incoterms shall be: Incoterms 2010
GCC 5.1	The language shall be: English The language for translation of supporting documents and printed literature is: English
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: Ms.N.P.Wijendre Senior Procurement Officer Project Implementation Unit STHRD Project Street address: Belihuloya Floor/ Room number: Faculty of Technology, Sabaragamuwa University of Sri Lanka City: Belihuloya ZIP code: 70140 Country: Sri Lanka Telephone: 045-2280081 Fax: 045-2280081 E-mail: sposb-sthrd@mohe.gov.lk
GCC 9.1	The governing law shall be: The laws applicable in Democratic Socialist Republic of Sri Lanka
GCC 10.2	The formal mechanism for the resolution of disputes shall be: according to the United Nations Commission on International Trade Law (UNCITRAL)

	<u>For a contract with a Foreign Supplier:</u> In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by international arbitration conducted in accordance with the arbitration Rules of Singapore International Arbitration Centre. Place of arbitration: Singapore International Arbitration Centre No. 32, Maxwell Road, #02-01, Maxwell Chambers, Singapore 069115 <u>For a contract with a Local Supplier:</u> In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration Procedures in the Purchaser's country. Place of arbitration: Development of Commercial Law and Practice, ICLP Arbitration Centre, 53/1, Ananda Coomaraswamy Mawatha, Colombo 00700, Sri Lanka
GCC 11.1	The Scope of Supply shall be defined in: Schedule 6 (Schedule of Supply)
GCC 12.1	Details of shipping and documents to be furnished by the Supplier shall be: one original and one copy of the Supplier's invoice showing the contract Item no., full description of the goods, Code/Model no., quantity, unit and total prices, country of origin and the Harmonized Commodity Description and Coding Systems (HS) code <u>on item by item basis</u>. The full contact details of the Supplier, Purchaser and Consignee, shipping details, total number of packing cases with total volume and nett weight and method of payment must also be shown. one original and one copy of the Supplier's master packing list showing the contract Item no., full description of the goods, Code/Model no., quantity, country of origin and the Harmonized Commodity Description and Coding Systems (HS) code <u>on item by item basis</u>. The full contact details of the Supplier, Purchaser and Consignee, shipping details, total number of packing cases with total volume and nett weight must also be shown. one original and one copy of individual packing list <u>for each case</u> (showing the same information as the master packing list) and the individual case nett and gross weight and dimensions. The case number in the form 1 /X to X/X must also be included - Certificate of Origin on items by item basis issued by a Chamber of Commerce (or other duly authorized government agency located) in the Supplier's country.

	- Manufactures and/or suppliers warranty certificates for items where this required in Section 6 - Schedule of Supply. - Nominated agency and/or factory inspection report for items where this required in Section 6 - Schedule of Supply.
GCC 15.2	The price adjustment shall be: N/A
GCC 16.1	Payment of the Contract Price shall be made in the following manner: For Goods and Contracted Services supplied from outside the Purchaser's country Payment shall be made in currencies mentioned in the Letter of Award within (28) days of presentation of claim supported by a written confirmation from the Purchaser declaring that the Goods have been delivered as per the conditions described in Section 6 and that all other contracted services have been performed. (a) On Acceptance: 90% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods upon submission of a claim supported by acceptance certificate issued by the purchaser. (b) Balance 10% of the Contract Price of Goods received shall be paid after the defect liability period of the Goods upon submission of a claim supported by quality and condition certificate issued by the end user. (c) Payments will be made by SWIFT transfer. For Goods and Contracted Services supplied from within the Purchaser's country:
GCC 16.4	The currencies for payments shall be: . Payments shall be made in accordance with the prices with currencies quoted in Form of Quotation. If the Bidder quoted in foreign currency but does not have a foreign currency account to receive, the equivalent amount in LKR shall be paid according to the exchange rate available on the date such an exchange occurs based on the Bank Debit Note or Custom Declaration (CUSDEC) whichever comes first.
CC 18.1	The Supplier shall provide a Performance Security of 10 percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: The value of 10% of the Contract amount in the currency mentioned in the Contract awarding letter, which shall be in proportion to the amounts and currencies of the contract price and valid for 6 months from the expected delivery completion.

Kommentar [p1]:

GCC 18.3	The forms of acceptable Performance Security are: Section 9-5 Performance Security Form included in the Bidding Document Note that the Performance Security must be issued from a commercial bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka
GCC 18.4	Discharge of the Performance Security shall take place: Pursuant to Clause GCC 18.4, after delivery, installation and acceptance of the goods. the performance security shall be reduced up to 5% of the Contract price to cover the Supplier's warranty obligations in accordance with GCC Clause 28.3 After complacent of Warranty period and rectifying the defects or substituted by new goods successfully, the Performance security will be released.
GCC 23.2	The packing, marking, and documentation within and outside the packages shall be: Within each case: As described in SCC 12.1 - Individual packing list for each case Outside each case: Clearly stenciled in indelible water proof ink Dean's Office, Faculty of Technology, Sabaragamuwa University of Sri Lanka, Belihuloya 70140, Sri Lanka Contract No. MOHE/STHRD/SB-F02 IFB No. MOHE/STHRD/SB-F02 As described in SCC 12.1 - Case nett and gross weight and dimensions. - Case number in the form 1 /X to X/X
GCC 24.1	The insurance coverage shall be in accordance with: Pursuant to GCC, Sub clause 24.1, the supplier must insure the Goods in an amount equal to 110% of the CIF, CIP or EXW price of the Goods from Warehouse to Warehouse on All Risks basis, including War Risks and Strikes.

GCC 25.1	Obligations for transportation of the Goods shall be in accordance with: INCOTERMS 2010
GCC 26.2	Tests and Inspections specified in Section 6(Schedule of Supply), shall be carried out at the following times or milestones, and places: Goods: As specified in Section 6 (Schedule of Supply) Type of Test: Bidder must provide the certificate(s) obtained from National level certification body accepted by the client. Time or Milestone: Inspection will be at i. After delivery ii. After installation Place: Department of Engineering Technology, Faculty of Technology, Sabaragamuwa University of Sri Lanka Address: Belihuloya Country: Sri Lanka
GCC 27.1	The applicable rate for liquidated damages for delay shall be: 0.5 % per week or part thereof The maximum amount of liquidated damages shall be: 10 % of the contract value.
GCC 28.3	The period of validity of the Warranty shall be: As per mentioned in Section 6 Compliance to the specifications from acceptance for all lots The place of final destination shall be: Place, Faculty of Technology, Sabaragamuwa University of Sri Lanka Address: Belihuloya. 70140 Country: Sri Lanka
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within 14 days of being notified by the Purchaser of the occurrence of such defects.
GCC 30.1 (b)	The amount of aggregate liability shall be: 100% of the Contract Price

Agreed with all special conditions of contractas,

Name _____

In the capacity of _____

Signed

Duly authorized to sign the Bid for and on behalf of _____

Date

Section 9: Contract Forms

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Notification of Award

[on letterhead of the Purchaser ----]

Letter of Acceptance

[date]

To: [name and address of the supplier]

Subject: Notification of Award Contract No. [please specify]

This is to notify you that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for the Accepted Contract Amount of the equivalent of [amount in words and figures and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

.....

Name and Title of Signatory:

.....

Name of Agency:

.....

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the purchaser]* of *[insert complete address of the Purchaser]* (hereinafter "the Purchaser"), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter "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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Letter of Acceptance;
 - (b) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) Special Conditions of Contract;
 - (d) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (e) General Conditions of Contract;
 - (f) Schedule of Supply; and
 - (g) any other documents shall be added here.

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.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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 *[indicated name of country]* on the day, month, and year indicated above.

Signed by *[insert authorized signature for the Purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

Performance Security

Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*¹

Beneficiary: Vice Chancellor, Sabaragamuwa University of Sri Lanka
Date: *[insert date (as day, month, and year)]*
Guarantee No.: *[insert number]*

We have been informed that *[name of the supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[reference number of the contract]* dated *[date]* with you, for the execution of *[name of contract and brief description of goods and related services]* (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 the bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in words]*² *[amount in figures]* 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 Supplier 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 *[date]* day of *[month]*, *[year]*,³ and any demand for payment under it must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed six months, in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.⁴

.....
[Signature(s) and seal of bank (where appropriate)]

If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.

¹ All italicized text is for use in preparing this form and shall be deleted from the final document.

² The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the Purchaser.

³ Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed six months, in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

⁴ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.