



# **Measurement Units, Standards & Services Department**



**Bidding Document (Volume I & Volume II)**

**for**

**Procurement of Supply, Delivery and Installation of  
Scientific Equipment – 2025  
(Volume Laboratory)**

**National Competitive Bidding**

**Contract No: MS/F/2/PROC/2025/03/III**

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# **Invitation for Bids (IFB)**

## **Measurement Units, Standards and Services Department Supply, Delivery and Installation of Scientific Equipment 2025 – Volume Laboratory MS/F/2/PROC/2025/03/III**

1. The Chairman, Department Procurement Committee on behalf of the Measurement Units, Standards and Services Department now invites sealed bids from eligible and qualified bidders for Supply and Installation of Laboratory Equipment to National Measurement Laboratory located in Mahenawatta, Pitipana, Homagama.
2. Bidding will be conducted through National Competitive Bidding Method.
3. Interested eligible bidders may obtain further information from The Accountant, Measurement Units, Standards and Services Department (e-mail – [measurementunit101@gmail.com](mailto:measurementunit101@gmail.com)) and inspect the Bidding Documents at the address given below from 25<sup>th</sup> September 2025 to 16<sup>th</sup> October 2025 from 09.30 to 15.00 hours.
4. Qualification's requirements include:
  - a. Being a registered limited liability company in Sri Lanka.
  - b. Being the Local Agent of the particular equipment and should be able to provide Manufacturer Authorization Letter together with Bid documents for quoted items.
  - c. Minimum average annual turnover on the sale respective scientific equipment during the last three (03) years shall be LKR. 2 mn.
  - d. Minimum 03 years of experience until 25.09.2025 in the sale of Scientific equipment
  - e. Being completed contracts of supplying scientific equipment as a supplier at least 2(two) contract within the last 03 years, with a total value of at least LKR 2 million that have been successfully and substantially completed and that are similar to the proposed supply.
  - f. Bidders should not be blacklisted.
5. A margin of preference for eligible locally produced goods offered shall not be applied. Additional details are provided in the Bidding Documents.
6. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee Rs 3,500.00. The method of payment will be cheques or cash.
7. Bids must be delivered to the address below on or before 17<sup>th</sup> October 2025 at 10.30 a.m. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at the address below immediately after the bid closing. All bids must be accompanied by a Bid-Security of LKR 250,000.00

8. The address referred to above is:

The Accountant,

Measurement Units, Standards and Services Department,

Mahenawatta, Pitipana,

Homagama

Telephone No: 011-2182255

Fax No: 011-2182255

E-mail: [measurementunit101@gmail.com](mailto:measurementunit101@gmail.com)

## Section I: Instructions to Bidders (ITB)

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

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

official in the procurement process or in contract execution;

- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

4. Eligible Bidders
- 4.1 All bidders shall possess legal rights to supply the Goods under this contract.
  - 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
    - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
    - (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.
  - 4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, [www.npa.gov.lk](http://www.npa.gov.lk).
  - 4.4 Foreign Bidder may submit a bid only if so stated in the in

the BDS.

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

### *Contents of Bidding Documents*

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

#### *Volume 1*

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

#### *Volume 2*

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation For Bid

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8. Amendment of Bidding Documents
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

### Preparation of Bids

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

accordance with ITB Clause 20;

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

12. Bid Submission  
Form and Price  
Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Alternative bids shall not be considered

14. Bid Prices and  
Discounts

14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
  - (b) on the previously imported goods of foreign origin
- (ii) However, VAT shall not be included in the price but shall be indicated separately;

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

(iv) the price of other incidental

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

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

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

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

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

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

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

18. Documents  
Establishing the  
Qualifications

- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
  - (b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts- stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of  
Validity of Bids

- 19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non responsive .
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
  - (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, [www.npa.gov.lk](http://www.npa.gov.lk).
  - (c) be substantially in accordance with the form included

in Section IV, Bidding Forms:

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

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

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

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

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

## 21 Format and Signing of Bid

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

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

- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## Submission and Opening of Bids

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

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

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

#### 22.2 The inner and outer envelopes:

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

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

### 23. Deadline for Submission of Bids

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

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

### 24. Late Bids

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

### 25. Withdrawal and Modification of Bids

25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2,

except that no copies of the Withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

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

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

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

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

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

26.4

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

### **Evaluation and Comparison of Bids**

27.1

#### **27. Confidentiality**

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

27.2

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

27.3

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

28. Clarification 28.1

#### **Of Bids**

To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

#### **29. Responsiveness**

Of Bids 29.1

The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or

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

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

30. Nonconformities, Errors, and Omissions

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

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

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

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

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid

Securing Declaration shall be executed.

|                                                               |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 31. Preliminary Examination of Bids                           | 31.1 | The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted                                                                                                                                                                                                                                                        |
|                                                               | 31.2 | The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected                                                                                                                                                                                                                                                                            |
| (a)                                                           |      | (a) Bid Submission Form, in accordance with ITB Sub Clause 12.1;<br>(b) Price Schedules, in accordance with ITB Sub-Clause 12;<br>(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.                                                                                                                                                                                                                                                 |
| 32. Examination of Terms and Conditions; Technical Evaluation | 32.1 | The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.                                                                                                                                                                                                                                                            |
|                                                               | 32.2 | The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.                                                                                                                                                                                 |
|                                                               | 32.3 | If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.                                                                                                                                                                                                                                   |
| 33. Conversion to Single Currency                             | 33.1 | If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable. |

34.Domestic  
Preference

34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria

35. Evaluation of  
Bids

35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

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

35.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
- (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids

35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

|                                                                                    |      |                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 36. Comparison<br>of Bids                                                          | 36.1 | The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.                                                                                                                                                                                                   |
| 37. Post<br>qualification<br>of the<br>Bidder                                      | 37.1 | The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily                                                                                                                      |
|                                                                                    | 37.2 | The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.                                                                                                                                                                      |
|                                                                                    | 37.3 | An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. |
| 38. Purchaser's<br>Right to Accept<br>any Bid, and to<br>reject Any or<br>all Bids | 38.1 | The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.                                                                                                                              |

## **Award of Contract**

|                                                                    |      |                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 39. Award Criteria                                                 |      | 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.                                                                                                                    |
| 40. Purchaser's<br>Right to Vary<br>Quantities at<br>Time of Award | 40.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit which ever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |

|                           |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 41. Notification of Award | 41.1 | Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.                                                                                                                                                                                                                                                                                                                                    |
|                           | 41.2 | Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.                                                                                                                                                                                                                                                                                                                                                                        |
|                           | 41.3 | Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.                                                                                                                                                                                                                                   |
| 42. Signing of Contract   | 42.1 | Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.                                                                                                                                                                                                                                                                                                                                                      |
|                           | 42.2 | Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.                                                                                                                                                                                                                                                                                                                                                                                   |
| 43. Performance Security  | 43.1 | Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.   |
|                           | 43.2 | Failure of the successful Bidder to submit the above mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

## Section II: Bidding Data Sheet

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

| ITB Clause Reference | A. General                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ITB 1.1</b>       | The Purchaser is: Measurement Units, Standards and Services Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ITB 1.1</b>       | The name and identification number of the Contract are: Supply, Delivery and Installation of Scientific Equipment 2025 - Volume Laboratory MS/F/2/PROC/2025/03/III.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>ITB 2.1</b>       | The source of funding is the Government of the Democratic Socialist Republic of Sri Lanka.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>ITB 4.4</b>       | <p>Foreign bidders are not allowed to participate in bidding directly. But manufacture's Local Agent who has required qualification shall participate for bidding.</p> <p>(a) Foreign Principals, who have a Local Agent in respect of the bid, shall furnish a Letter of Authorization along with the offer.</p> <p>(b) Local Agents shall furnish only <b>original quotation</b> (proposal for the relevant procurement) <b>from the Foreign Principal</b>. These offers will be considered as under the category of <b>foreign offers</b>.</p> <p>(c) Nomination of Agent/s after the submission of the Tender will not be valid. The Agent nominated at the bidding shall not be change within the period of contract.</p> |
|                      | <b>B. Contents of Bidding Documents</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>ITB 7.1</b>       | <p>Pre - Bid Meeting will be held on 10.30 a.m. on 07<sup>th</sup> October 2025 at the Meeting hall of Measurement Units, Standards and Services Department.</p> <p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:</p> <p>Attention : The Accountant</p> <p>Address : Measurement Units, Standards and Services Department,<br/>Mahenawatta, Pitipana, Homagama</p> <p>Telephone: 011-2182250 Fax No. 011-2182254</p> <p>Electronic mail address: measurementunit101@gmail.com</p>                                                                                                                                                                                                          |
|                      | <b>C. Preparation of Bids</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>ITB 11.1</b><br/><b>(e)</b></p> | <p>The following documents shall be submitted with the bid. Failure to furnish the following documents and details with the offer will result in the offer being rejected.</p> <ul style="list-style-type: none"> <li>(i) Duly completed and signed “Schedule of Prices” (The Format is included in Section IV – Bidding Forms)</li> <li>(ii) Manufacturer’s Authorization (The Format is included in Section IV – Bidding Forms)</li> <li>(iii) Certificate of Company Registration. (for local bidders and local Agents)</li> <li>(iv) VAT registration certificate (if any)</li> <li>(v) Copies of audited financial statements and documentary evidence for last three years (2022, 2023, 2024) to prove the financial capability. (if any)</li> <li>(vi) Registration Certificate under the Public Contract Act (Bidders submit quotations for any item valued more than Rs. 5 Million should only be submitted this certificate.</li> <li>(vii) Certified copies of Test Certificates, Mill Certificates etc. including Type Tests in English language.</li> <li>(viii) Manufacturer’s Guarantees, Illustrations, Catalogues and Full particulars of the items offered in English Language.</li> </ul> <p><b>The Bidder shall submit the following additional documents:</b></p> <ul style="list-style-type: none"> <li>(a) Signed Pro-forma Invoices indicating the full description of item offered and prices</li> <li>(b) Freight Certificate obtained from a Shipping line or their agents and a certificate indicating approximate weight, measurement of the consignment and the number of Containers etc. (Applicable only for Foreign Bidders).</li> <li>(c) Documentary evidence to show any preferential Customs Duty applicable in Sri Lanka under the International Trade Agreements. Failure to furnish necessary documents will result in the applicable preferential Customs Duty not being considered for the evaluation.</li> <li>(d) When forwarding offers, Private Companies should declare the names of the Current Directors and the Share Holders of the Company. In the case of Public Companies, the Current Directors of such Public Company should be declared.</li> </ul> |
| <p><b>ITB 12</b></p>                  | <p><b>1. For Foreign Bidders</b></p> <ul style="list-style-type: none"> <li>i. Foreign Bidders Should furnish original <b>quotation from the Foreign Principal</b> (proposal for the relevant procurement) and Letter of Authorization from the Principal</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |            |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------|
|                         | <p>ii. If the Local Agents of the successful Bidder is registered with VAT, the applicable VAT on total cost of clearing, handling and delivery charges, and Local Agent's Commissions will be paid separately by MUSSD on submission of relevant invoices with registered VAT number and this component of VAT shall <b>be separately indicated</b> in the schedule of prices..</p> <p><b>2. For Local Bidders</b></p> <p>i. Local Bidders Should furnish <b>original quotation from the Foreign Principal</b> (proposal for the relevant procurement) and Letter of Authorization from the Principal</p> <p>ii. If the Local Bidder is with VAT, the applicable VAT on total cost of clearing, handling and delivery charges, and Local Agent's Commissions will be paid separately by MUSSD on submission of relevant invoices with registered VAT number and this component of VAT shall <b>be separately indicated</b> in the schedule of prices..</p> |                        |            |
| <b>ITB 14.3</b>         | <b>S/N</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Item</b>            | <b>Qty</b> |
|                         | 01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Infusion Pump Analyzer | 1          |
|                         | 02                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Syringe Pump           | 1          |
| <b>ITB 15.1</b>         | <p>The Bidders are allowed to quote in the currency or currencies in which they wish to be paid as well as in Sri Lankan currency subject to a maximum of three (03) freely convertible foreign currencies acceptable to Central Bank of Sri Lanka. The total cost of clearing handling and delivery charges requested in the Schedule of prices shall be quoted only in Sri Lankan Currency</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                        |            |
| <b>ITB 17.3</b>         | <p>Period of time the Goods are expected to be functioning is 5 years (for the purpose of spare parts):</p> <p>Bidders shall complete the Bid information Form included in Section IV Bidding ,Forms</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                        |            |
| <b>ITB 18.1<br/>(b)</b> | <p>Upon expiry of the warranty period, the Bidder shall enter into a services agreement, under which all maintenance services shall be provided.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                        |            |
| <b>ITB 19.1</b>         | <p>The bid validity period shall be until 26<sup>th</sup> December 2025</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                        |            |
| <b>ITB 20.1</b>         | <p>Bid shall include a Bid Security (issued by a commercial Bank operating in Sri Lanka) included in Section IV Bidding Forms.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                        |            |
| <b>ITB 20.2</b>         | <p>The amount of the Bid Security shall be Rs.250,000/-</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                        |            |
| <b>ITB 20.2</b>         | <p>The validity period of the bid security shall be until 20<sup>th</sup> February 2026</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                        |            |

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         | <b>D. Submission and Opening of Bids</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>ITB 22.2<br/>(c)</b> | <p>The inner and outer envelopes shall bear the following identification marks as applicable.</p> <p>MS/F/2/PROC/2025/03/III</p>                                                                                                                                                                                                                                                                                                                                                                        |
| <b>ITB 23.1</b>         | <p>For bid submission purposes, the Purchaser's address is:</p> <p>Address: The Chairman, Department Procurement Committee, Measurement Units, Standards and Services Department, Mahenawatta, Pitipana, Homagama.</p> <p>The deadline for the submission of Bids is on 17th of October 2025 at 10.30 AM</p>                                                                                                                                                                                            |
| <b>ITB 26.1</b>         | <p>The bid opening shall take place at:</p> <p>Address: Meeting Hall, Measurement Units, Standards and Services Department, Mahenawatta, Pitipana, Homagama.</p> <p>Date: 17<sup>th</sup> October 2025 Immediately after closing of bid submission</p>                                                                                                                                                                                                                                                  |
|                         | <b>E. Evaluation and Comparison of Bids</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>ITB 34.1</b>         | Domestic preference shall not be a bid evaluation factor.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>ITB 35.3<br/>(d)</b> | <p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria</p> <p>(a) Deviation in Delivery schedule is not allowed</p> <p>(b) Deviation in payment schedule is not allowed</p> <p>(c) The cost of major replacement components, mandatory spare parts, and service is not considered</p> <p>(d) No any other specific criteria</p>                                                                          |
| <b>ITB 35.4</b>         | <p>The MUSSD with the approval of the Chairman of the Department Procurement committee may seek in writing, clarifications or additional information on any Bidders. In the absences of any response from the Bidder within the specified period, the Procurement committee reserves the right to make its own decision.</p> <p>All responses to request for clarifications or additional information shall be in writing and no change in the tendered price shall be sought offered or permitted.</p> |

For the purpose of the determination of lowest, responsive, evaluated, bid out of the bids received, the Bid evaluation process would be carried out in two stages: i.e. (i) Bid examination, (ii) Bid evaluation.

**(i) Bid Examination**

- (a) All bids opened by the Bid Opening Committee will be examined to determine the eligibility of bidders responded and to determine the substantially responsiveness of the bids received commercially.
- (b) During the bid examination process in respect of commercial aspect the bids will be checked to see whether they are complete, any computational errors have been made, require securities have been furnish, all the documents have been properly signed, the bids are generally in compliance with the requirements stipulated in the tender document and bids are generally in order. All bids without material deviation or objections or reservations to critical provisions stipulated in the tender document; such as bid security, applicable law, taxes and duties, past experience, financial stability, and litigation history will be deemed to be substantially responsive and only such bids will be taken for further evaluation and comparison.

All deviations observed during the bid examination would be noted. Bids with deviation such as incomplete bids, non-compliance with the specified delivery schedule, inclusion of price escalation when fixed priced bids are called, proposal of subcontracting when subcontracting is not allowed, absences of bid security, lack of proper signature and sealed on the form of bid, lack of critically importance supporting documents, late bids, serious procedure deviations from the arbitrations procedures, bidders are non-eligible for various reason, change in applicable law, shall be rejected and shall not be taken for further evaluation as those bids are considered to be substantially non responsive.

**(ii) Bid Evaluation**

**(a) Bid Evaluation General Principle**

Having determined the substantially commercial responsiveness of bids, the process of bid evaluation is carried out to determine the lowest evaluated bid from the substantially technically responsive bid received. For the purpose of evaluation, all the offers determine during the bid examination stage shall be evaluated for technical compliance and ranked in the lowest cost basis. The lowest ranking offer shall then be selected as the lowest evaluated bid having rejected that do not comply technically.

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 | <p><b>(b) Correction of Errors</b></p> <p>During detailed bid evaluation, if there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern. However, if the total bid price increases due to this correction the unit rate will be adjusted within the tendered price. If the bidder does not agree for such adjustment, his bid will be rejected without affecting his security.</p> |
| <b>ITB 35.5</b> | Bidder shall be quoted for even one item.                                                                                                                                                                                                                                                                                                                                                                                                                                        |

## Section III. Evaluation and Qualification Criteria

### 1. Evaluation Criteria {ITB 35.3 (d)}

#### (a) Evaluated Price for Comparison

- i. Evaluation of the Bid Price in accordance with ITB 35.
- ii. Evaluated Price for Comparison: Evaluated price for comparison shall be calculated the total of Ex-stock price (including cost for Related Services)
- iii. Arithmetic Correction: Correction on arithmetic errors on prices shall be applied as per ITB 30.3
- iv. Discounts: Any discounts offered shall be taken into account for bid evaluation. Discounts shall be applied after arithmetic corrections.
- v. Value Added Tax (VAT) Component: Value added Tax (VAT) shall not be considered for bid evaluation
- vi. Exchange Rate for Evaluated Price for Comparison: For evaluation for the prices quoted in International Trading Currency: Prevailing Selling Exchange Rate of Central Bank of Sri Lanka twenty-eight (28) days prior to the bid submission deadline

#### (b) Delivery Period

- i. All the Goods and Related Services specified in the List of Goods and Related Services are required to be delivered and handing over shall be completed within the delivery period specified in the Schedule I: List of Goods and Delivery Schedule in Section-V: Schedule of Requirements
- ii. No credit will be given to deliveries before the requested latest delivery period
- iii. Bids offering delivery more than the requested latest delivery period shall be treated as non-responsive
- iv. If the offered delivery period is more than the earliest delivery period and within latest delivery period, the total price will be adjusted by adding 0.05% of the total bid price for every more day from the earliest delivery period for evaluation and comparison of bids

#### (c) Payment Schedule

- i. The Contract Data (Section-VII) stipulates the payment schedule specified by the purchaser. If any bid deviate from the schedule, the bid will be considered as non-responsive and it will be rejected.

#### (d) Written confirmation authorizing the signatory of the Bid to commit the Bidder

- i. Valid written confirmation authorizing the signatory of the Bid to commit the Bidder shall be submitted with the bid and bid without this shall be treated as non-responsive and the bid will be rejected

## 2. Factors for Evaluation Criteria (ITB 35.4)

- (a) The availability of the spare parts and after-sales services in Sri Lanka – will be considered
- (b) Date of Manufacture of Goods

To establish the eligibility of the Goods, the goods should have been manufactured after 2023. (The date of manufacturing shall be indicated in the Form-II in the Section IV: Bidding Forms)

- (c) Warrantee Period

Warrantee shall not be bid evaluation factor

- (d) Submission of Sample with the Bid & Performance

Bidder / Supplier are not requested to submit the Sample

## 3. Multiple Contracts (ITB 35.5)

- (a) Partial Supply of any Items / Lot

- i. The purchaser shall evaluate only the Item/Lots that includes 100% of the quantity
- ii. If the bidder is quoted for partial quantity of the same Item / Lot, the bid shall be considered as non-responsive and it will be rejected
- iii. Bids shall be evaluated according to total item / lots and compared accordingly
- iv. The purchaser shall take into account the lowest evaluated bid for total item

- (b) Multiple Contracts

*Not applicable*

## 4. Domestic Preference (ITB 34.1)

Domestic Preference shall not be bid evaluation factor

## 5. Post Qualification Requirements (ITB 37.2)

- (a) Qualification and Eligibility of the Bidder

The Bidder shall have below noted Qualification and Eligibility requirement and shall furnish documentary evidence to demonstrate that it meets the eligibility requirements:

- i. The bidder/supplier shall have authority to do business in Sri Lanka (Copy of Valid Business Registration Certificate shall be submitted)
- ii. The bidder shall be the Manufacturer or the authorized agent/dealer in Sri Lanka for the Manufacturer in abroad/Sri Lanka for supplying/selling their products (Valid Manufacturer's authorization shall be submitted)

- (b) Experience and Technical Capacity

Experience and Technical Capacity are not a bid evaluation factor

(c) Financial Capability

The Bidder shall have below noted financial capability requirement and shall furnish documentary evidence that it meets the required financial capability requirement(s):

- i. Liquid Assets as on the day of Twenty-Eight (28) days prior to closing date of submission of bid shall be not less than Sri Lankan Rupees 25 million.

If requested the purchaser, the bidder/supplier has to submit the Audited Financial reports or confirmation from the bank whichever applicable.

**BIDDER'S INFORMATION FORM**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

**Supply, Delivery and Installation of Scientific Equipment - 2025****(Volume Laboratory)****Contract Number: MS/F/2/PROC/2025/03/III**

*[Bidders shall provide the following information. The documents listed / stated as required shall be submitted as attachments hereto.]*

|    |                                                                                                                                                                             |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. | Bidder's Legal Name<br>(Attach the Certificate of Business Registration)                                                                                                    |  |
| 2. | Bidder's actual or intended Country of Registration                                                                                                                         |  |
| 3. | Bidder's actual or intended year of incorporation                                                                                                                           |  |
| 4. | Bidder's Legal Address in Country of Registration                                                                                                                           |  |
| 5. | Bidder's Authorized Representative Information                                                                                                                              |  |
|    | Name                                                                                                                                                                        |  |
|    | Designation                                                                                                                                                                 |  |
|    | Address                                                                                                                                                                     |  |
|    | Telephone Number                                                                                                                                                            |  |
|    | Fax Number                                                                                                                                                                  |  |
|    | Email Address                                                                                                                                                               |  |
| 7. | Bidder's/Supplier's Financial Information – Liquid Assets                                                                                                                   |  |
|    | As on the Day of Twenty-Eight Days Prior to last date of Submission of Bids                                                                                                 |  |
| 8. | Attached/included following original documents of: [check the box(es)]                                                                                                      |  |
|    | <input type="checkbox"/> Letter of Authorization for signatory for the person to sign the bid and related document                                                          |  |
|    | <input type="checkbox"/> Bid Security                                                                                                                                       |  |
|    | <input type="checkbox"/> Manufacturer's Authorization                                                                                                                       |  |
| 9. | Attached/included are copies of original documents of: [check the box(es)]                                                                                                  |  |
|    | <input type="checkbox"/> Certificate of Business Registration                                                                                                               |  |
|    | <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. |  |
|    | <input type="checkbox"/> The organizational chart, a list of Board of Directors, and the beneficial ownership.                                                              |  |

Date.....

.....  
Signature of Bidder

Official Seal

## BID INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

### **Supply, Delivery and Installation of Scientific Equipment (2025)**

#### **For Volume Laboratory**

**Contract Number: MS/F/2/PROC/2025/03/III**

*[Bidders shall provide the following information.]*

| S/<br>N | Item             | Brand /<br>Make | Name and<br>Address of<br>Manufacturer | Country /<br>Countries of<br>Origin | Country /<br>Countries of<br>Manufacture | Year of<br>Manufact<br>ure |
|---------|------------------|-----------------|----------------------------------------|-------------------------------------|------------------------------------------|----------------------------|
| 1.      | Infusion<br>Pump |                 |                                        |                                     |                                          |                            |
| 2.      | Syringe Pump     |                 |                                        |                                     |                                          |                            |

## Section IV. Bidding Forms

### Table of Forms

|                                   |
|-----------------------------------|
| Bid Submission Form .....         |
| Price Schedule .....              |
| Bid Security (Guarantee) .....    |
| Manufacturer's Authorization..... |

## Bid Submission Form

Date:

No.:

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services,
- (c) The total price of our Bid without VAT, including any discounts offered is:
- (d) The total price of our Bid including VAT, and any discounts offered is:
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

In the capacity of

Name:

Duly authorized to sign the bid for and on behalf of:

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

PRICE SCHEDULE

# Bid Guarantee

\*Beneficiary:.....[*name and address of Purchaser*]

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

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

We have been informed that .....[*insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners*] (hereinafter called "the Bidder") has submitted to you its bid dated [insert (by issuing agency) date](hereinafter called

"the Bid") for the supply of [*insert name of Supplier*] under Invitation for Bids No. -----

- [*insert IFB number*] ("the IFB").

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

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

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

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

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

---

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

# Manufacturer's Authorization

Date: .....

No.: .....

To: .....

## WHEREAS

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

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

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

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

Title: .....*[insert title]*

Duly authorized to sign this Authorization on behalf of:.....

..... *[insert complete name of Bidder]* dated on day of  
.....*[insert date of signing]*

## **Contents**

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## List of Goods and Delivery Schedule

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

| Line Item No.            | Description of Goods          | Quantity                                 | unit                           | Final (Project Site) Destination as specified in BDS | Delivery Date <sup>1</sup>                                                   |                                                                              |                                                                              |
|--------------------------|-------------------------------|------------------------------------------|--------------------------------|------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
|                          |                               |                                          |                                |                                                      | Earliest Delivery Date                                                       | Latest Delivery Date                                                         | Bidder’s offered Delivery date<br>[to be provided by the bidder]             |
|                          |                               |                                          |                                |                                                      |                                                                              | L.                                                                           |                                                                              |
| [insert item No]         | [insert description of Goods] | [insert quantity of item to be supplied] | [insert unit for the quantity] | [insert place of Delivery]                           | [insert the number of days following the date of effectiveness the Contract] | [insert the number of days following the date of effectiveness the Contract] | [insert the number of days following the date of effectiveness the Contract] |
|                          |                               |                                          |                                |                                                      |                                                                              |                                                                              |                                                                              |
|                          |                               |                                          |                                |                                                      |                                                                              |                                                                              |                                                                              |
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|                          |                               |                                          |                                |                                                      |                                                                              |                                                                              |                                                                              |
| SPARE PARTS <sup>2</sup> |                               |                                          |                                |                                                      |                                                                              |                                                                              |                                                                              |
|                          |                               |                                          |                                |                                                      |                                                                              |                                                                              |                                                                              |
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|                          |                               |                                          |                                |                                                      |                                                                              |                                                                              |                                                                              |

## List of Related Services and Completion Schedule

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

| Service                    | Description of Service                          | Quantity                                         | Unit                               | Place where Services shall be performed | Final Completion Date(s) of Services        |
|----------------------------|-------------------------------------------------|--------------------------------------------------|------------------------------------|-----------------------------------------|---------------------------------------------|
| <i>[insert Service No]</i> | <i>[insert description of Related Services]</i> | <i>[insert quantity of items to be supplied]</i> | <i>[insert unit for the items]</i> | <i>[insert name of the Place]</i>       | <i>[insert required Completion Date(s)]</i> |
|                            |                                                 |                                                  |                                    |                                         |                                             |
|                            |                                                 |                                                  |                                    |                                         |                                             |
|                            |                                                 |                                                  |                                    |                                         |                                             |
|                            |                                                 |                                                  |                                    |                                         |                                             |
|                            |                                                 |                                                  |                                    |                                         |                                             |

# Technical Specifications

## 01. One Number of Technical Specification of Infusion Device Analyzer

| No  | Parameter                       | MUSSD specification                                                                                                                                                     | Bidder's Specification |
|-----|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1   | Flow rate measurement           |                                                                                                                                                                         |                        |
| 1.1 | Range                           | Minimum: 0.1 ml/h or less<br>Maximum: 1500 ml/h or grater                                                                                                               |                        |
| 1.2 | Accuracy                        | 1 % of reading ( or better) $\pm 1$ LSD for flows less than 200 ml/h otherwise 2 % of reading ( or better) $\pm 1$ LSD under laboratory conditions.                     |                        |
| 1.3 | Max test duration               | Greater than or equal 100 hours                                                                                                                                         |                        |
| 2   | Volume measurement              |                                                                                                                                                                         |                        |
| 2.1 | Range                           | Minimum: 0.06 ml or less<br>Maximum: 10 000 ml or grater                                                                                                                |                        |
| 2.2 | Accuracy                        | 1 % of reading (or better) $\pm 1$ LSD for volumes over 20 ml.<br>Otherwise, 2 % of reading (or better) $\pm 1$ LSD for volumes over 10 ml under laboratory conditions. |                        |
| 2.3 | Max test duration               | Greater than or equal 100 hours                                                                                                                                         |                        |
| 3   | PCA bolus/dual flow measurement |                                                                                                                                                                         |                        |
| 3.1 | Min bolus volume                | 0.5 ml                                                                                                                                                                  |                        |
| 3.2 | Resolution                      | 60 $\mu$ l increments                                                                                                                                                   |                        |
| 3.3 | Max test duration               | Greater than or equal 100 hours                                                                                                                                         |                        |
| 4   | Pressure measurement            |                                                                                                                                                                         |                        |
| 4.1 | Range                           | 0 psi to 45 psi and equivalent in mmHg, Bar and kPa                                                                                                                     |                        |
| 4.2 | Accuracy                        | 1 % of Full Scale $\pm 1$ LSD under laboratory conditions                                                                                                               |                        |
| 4.3 | Max test duration               | Greater than or eqel1 hour                                                                                                                                              |                        |
| 5   | Other specification             |                                                                                                                                                                         |                        |
| 5.1 | Storage of results              | Test results stored for later viewing, printing or transfer to PC.                                                                                                      |                        |
| 5.2 | Operating voltage               | 240 V ac                                                                                                                                                                |                        |
| 5.3 | Supply frequency                | 50/60 Hz                                                                                                                                                                |                        |
| 5.5 | Operating Temperature           | Up to 40 °C                                                                                                                                                             |                        |
| 5.6 | Operating Humidity              | 10 % to 90 % non-condensing                                                                                                                                             |                        |
| 5.7 | Accessories                     | All the accessories which are needed to operate the instrument                                                                                                          |                        |
| 5.8 | Warranty                        | One year                                                                                                                                                                |                        |
|     |                                 |                                                                                                                                                                         |                        |

## **02. One number of Syringe Pump**

| No | Parameter               | MUSSD Requirement                                                                                                                                                                                                                                                                                             | Response of the Bidder |
|----|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1  | Accuracy                | Less than $\pm 0.05$ %                                                                                                                                                                                                                                                                                        |                        |
| 2  | Repeatability           | Less than $\pm 0.05$ %                                                                                                                                                                                                                                                                                        |                        |
| 3  | Syringe size            | Max : equal or greater than 120 ml<br>Min: equal or less than 1 ml                                                                                                                                                                                                                                            |                        |
| 4  | Compatible Syringe type | Plastic, Glass and Stainless                                                                                                                                                                                                                                                                                  |                        |
| 5  | Minimum Flow Rate       | 2 pL/minute or less                                                                                                                                                                                                                                                                                           |                        |
| 6  | Maximum Flow Rate       | 150 mL/minute or grater                                                                                                                                                                                                                                                                                       |                        |
| 7  | Display                 | LCD Touch Screen                                                                                                                                                                                                                                                                                              |                        |
| 8  | Connectivity            | USB-B, RS232 and TTL Ports                                                                                                                                                                                                                                                                                    |                        |
| 9  | Power                   | 220 VAC                                                                                                                                                                                                                                                                                                       |                        |
| 10 | Operating Temperature   | up to 40°C                                                                                                                                                                                                                                                                                                    |                        |
| 11 | Calibration Certificate | From ISO :17025 accredited laboratory                                                                                                                                                                                                                                                                         |                        |
| 12 | Accessories             | <ul style="list-style-type: none"><li>– 2 Set of stainless-steel syringes compatible to the syringe pump and syringe rack</li><li>– Nassy connectors, software, power supply cable, computer and necessary cables (if needed)</li><li>– All necessary accessories to operate syringe pump precisely</li></ul> |                        |
| 14 | warranty                | At least one year                                                                                                                                                                                                                                                                                             |                        |

# Inspections and Tests

Following guidance to be followed by the bidders:

- (a) Bidders shall include with their offer the type tests Report/Certificates in accordance with the standard specified, obtained from an accredited independent test laboratory acceptable to the MUSSD.
- (b) Test Reports shall be complete including all the pages as issued by the testing Authority. Parts of the test Report shall not be acceptable.
- (c) Proof of accreditation by a national/international authority shall also be forward with the offer.

## Section VII. Contract Data

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

*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CC 1.1(i)  | The Purchaser is Director, Measurement Units, Standards and Services Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| CC 1.1 (m) | The Final Destination is Measurement Units, Standards and Services Department , Mahenawatta,Pitipana,Homagama                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| CC 8.1     | <p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention:Accountant</p> <p>Address: Measurement Units, Standards and Services Department<br/>Mahenawatta,Pitipana</p> <p>Telephone: 011-2182255/50</p> <p>Fax number:011-21182255/54</p> <p>Electronic mail address: <i>measurementunit101@gmail.com</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| CC 12.1    | Shipping and other related documents to be furnished by the Supplier                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| CC 15.1    | <p style="text-align: center;"><b>For Foreign bidders</b></p> <p><b>(i) Foreign Cost</b></p> <p>Payment will be made by means of an Unconfirmed, Irrevocable Letter of Credit open in favour of the successful bidder, through the correspondent of the Bank of Ceylon of Sri Lanka, Operating in the Country of Supplier. Letter of Credit will provide for payment to be made as indicated below against shipping documents, which include clean on board freight prepaid Marine Bills of Lading, sign invoices, certificates of origin, certificate of inspection, warranty and a certificate of quality and quantity from the inspector.</p> <p>(a) First Installment of 80% of the FOB/C&amp;F price of each shipment on presentation of the shipping documents, etc.</p> <p>(b) The balance Installment of 20% of FOB/C&amp;F price will be paid at the end of the contract on issue of certificate by the Director MUSSD to the, correspondent of the Bank of Ceylon Foreign Branch after the goods have been satisfactory delivered and installed.</p> <p>(c) If the beneficiary requires a confirmed Letter of Credit the confirmation charges have to be borne by the beneficiary.</p> <p>(d) All foreign Bank charges have to be borne by the beneficiary.</p> <p style="text-align: center;"><b>(ii) Local Cost (Agent's Commission and Clearing Charges):</b></p> <p>(a) The Agency commission will be paid in Sri Lankan Currency based on the Foreign Exchange rate prevailing at the Central bank of Sri Lanka on the day of making the payment. In the "Schedule of Prices"</p> |

the Bidder shall indicate the Agent's Commission as a percentage of FOB price and shall not be included in the FOB price.

- (b) The amount of Commission indicated as in ii (a) above shall be final and shall not be subject to any variations and /or escalation within the validity period of offer, and until the completion of the contract.
- (c) Agency Commission will be paid on satisfactory completion of the contract and
- (d) The amount payable as Clearing, Handling and Delivering Charges to MUSSD Stores indicated on the Schedule of prices, and shall be paid on a Pro-rata basis for each shipment.
- (e) The Value Added Tax(VAT) payable on Agency Commission & Clearing, Handling & Delivering Charging will be paid by the MUSSD at prevailing rates, if claim by the Local agent or Clearing Agent with the VAT Registered Number.

**For local suppliers**

- (a) Payments will be made after the satisfactory delivery of each as stipulated under "Delivery Schedule" . Payment will be made only after the total Quantity stipulated for the installment is delivered.
- (b) (i) Local Manufacturers (Only if Bidder is the Manufacturer)  
The total ex-factory price quoted in any currency or currencies will be converted to Sri Lankan Rupees for the purpose of payment based on the Foreign Exchange Rate prevailing on the date of making of each payment at Central Bank of Sri Lanka. This payment will be paid for the local manufactures in Sri Lankan Rupees from MUSSD funds by way of the cheque written in favour of the bidder, within thirty days on receipt of sign Invoices, together with the certificate from the Officer- in charge of the MUSSD Stores, that the Materials have been received in terms of the Letter of Awards.
- (ii) Local Supplier of Locally produced goods & local suppliers of imported goods.  
The total ex-stock price quoted by local suppliers of locally produced goods or local suppliers of imported goods in any currency or currencies will be converted to Sri Lankan Rupees for the purpose of payment based on the Foreign exchange Rate prevailing on the date of making of each payment at Central Bank of Sri Lanka. This payment will be paid for the above local supplier in Sri Lankan Rupees from MUSSD Funds by way of a cheque written in favour of the bidder, within 30 days on receipt of sign invoices, together with the certificate from the Officer - in charge of the MUSSD Stores that the materials have been received in terms of the Letter of Awards.
- (a) The amount payable as Cost of Delivery to MUSSD Stores indicated only in the Schedule of Prices, and shall be paid for each delivery.
- (b) Any applicable VAT will be paid by MUSSD at prevailing rates in addition to Total Ex-factory Price /Total Ex-Stock Price, if claimed by the local manufacturer/supplier with VAT Registered number.

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CC 17.1</b> | A Performance Security : Ten percent (10%) of Contract price shall be required valid for a period of 30 days beyond the last date of delivery                                                                                                                                                                                                                                                                                                                                                                 |
| <b>CC 17.3</b> | The Format for Performance Security (issued by a commercial Bank operating in Sri Lanka) is included in Section VIII Contract Forms.                                                                                                                                                                                                                                                                                                                                                                          |
| <b>CC 20</b>   | The supplier shall not assign or sublet the Contract without a written authority from the Director MUSSD, Sri Lanka. Even if any part of his obligation has been assigned or sublet by the Supplier with written authority from the Director MUSSD, Sri Lanka the supplier will not be relieved from the responsibilities for the due performance of the part assign or sublet.                                                                                                                               |
| <b>CC 23</b>   | If considered necessary, the Supplier will be called upon to insure the materials from the Manufactures work to the MUSSD Stores. Such Insurance should be affected either with the Sri Lanka Insurance Corporation Ltd of Sri Lanka or a Government approved Insurance Company in Sri Lanka and should be in the name of the Director, MUSSD, Sri Lanka. The cost of such insurance will be paid in Sri Lanka Rupees by the MUSSD to the Insurance Corporation Ltd, Company on production of their invoices. |
| <b>CC 25.1</b> | The inspections and tests shall be required on all components and services and would include user acceptance test.                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>CC 25.2</b> | <p>(a) Bidders shall include with their offer the type tests Report/Certificates in accordance with the standard specified, obtained from an accredited independent test laboratory acceptable to the MUSSD.</p> <p>(b) Test Reports shall be complete including all the pages as issued by the testing Authority. Parts of the test Report shall not be acceptable.</p> <p>(c) Proof of accreditation by a national/international authority shall also be forward with the offer.</p>                        |
| <b>CC 26.1</b> | The liquidated damage shall be 1 % per week                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>CC 26.1</b> | The maximum amount of liquidated damages shall be 10 %                                                                                                                                                                                                                                                                                                                                                                                                                                                        |