



**Measurement Units, Standards & Services  
Department**

**BIDDING DOCUMENT (Volume II)**

**The name and identification number of the Contract are:  
Supply, Delivery and Installation of Scientific Equipment  
2024 - Volume Laboratory**

**MS/F/2/PROC/2024/02/III**

**PROCUREMENT OF GENERAL GOODS**

**NATIONAL COMPETITIVE BIDDING**

**NPA/Goods/SBD 01**

## Section II. Bidding Data Sheet (BDS)

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

<b>ITB Clause Reference</b>	<b>A. General</b>
<b>ITB 1.1</b>	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 2024 - Volume Laboratory MS/F/2/PROC/2024/02/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>	Foreign bidders are allowed to participate in bidding.  (a) Foreign Principals, who have a Local Agent in respect of the bid, shall furnish a Letter of Authorization along with the offer. If they do not have a Local Agent shall specifically declare that they are not represented by any Local Agent and no <b>Local Agency Commission is payable</b> in respect of the Bid.  (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> .  (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.
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	Pre - Bid Meeting will be held on 10.30 a.m. on <b>15<sup>th</sup> October 2024</b> at the Meeting hall of Measurement Units, Standards and Services Department. For <b>Clarification of bid purposes</b> only, the Purchaser's address is: Attention : The Accountant Address : Measurement Units, Standards and Services Department, Mahenawatta, Pitipana, Homagama Telephone: 011-2182255/011-2182250 Fax No. 011-2182255/011-2182254 Electronic mail address: measurementunit101@gmail.com
<b>ITB 7.1</b>	Clarification in writing will only be provided to those who have collected bidding documents.

	<b>C. Preparation of Bids</b>
<p><b>ITB 11.1</b> <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 signed “Bid Submission Form” (The Format is included in Section IV – Bidding Forms)</li> <li>(ii) Bid Security (The Format is included in Section IV – Bidding Forms)</li> <li>(iii) Duly completed and signed “Schedule of Prices” (The Format is included in Section IV – Bidding Forms)</li> <li>(iv) Manufacturer’s Authorization (The Format is included in Section IV – Bidding Forms)</li> <li>(v) Certificate of Company Registration. (for local bidders and local Agents)</li> <li>(vi) VAT registration certificate (if any)</li> <li>(vii) Copies of audited financial statements and documentary evidence for last three years (2021,2022,2023) to prove the financial capability. (if any)</li> <li>(viii) 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>(ix) Certified copies of Test Certificates, Mill Certificates etc including Type Tests in English language.</li> <li>(x) Manufacturer’s Guarantees, Illustrations, Catalogues and Full particulars of the items offered in English Language.</li> </ul> <p>The Bidder shall submit the following additional documents:</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 lines 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> </ul>

	<p>(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.</p>
<p><b>ITB 12</b></p>	<p><b>(i) For Foreign Bidders</b></p> <p>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</p> <p>ii. Foreign Bids shall fill in and sign the prescribed form of the schedule of prices. Priced referred to items in Schedule of Prices shall be quoted separately and item wise. Customs Duty, Value Added Tax (VAT), &amp; Other applicable Levies such as Stamp Duty, Cess, Excise Duty, and Surcharge on Custom Duty payable to the Director General of Custom of Port of Colombo will be paid by the MUSSD and the same shall <b>not be included</b> in the bid Price. Ocean Freight charges, total cost of clearing, handling and delivery charges shall also be indicated separately and item wise. Local Agents' Commissions shall be disclosed <b><u>as a percentage of FOB.</u></b></p> <p>iii. 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>iv. Discounts if any, shall also be disclosed as a percentage (%) of FOB price in the space provided for in the Schedule of Prices. Failure to do so would results in the discounts <b>not being</b> taken into consideration in the evaluation of offers.</p> <p><b>(i) 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. Local Manufacturers (only if bidder is the manufacturer) shall fill in and sign the prescribed form of the Schedule of Price. Prices referred to items of Schedule of prices shall be quoted separately and item wise.</p> <p>iii. If the bid is awarded to a VAT Registered manufacturer, the applicable VAT on total ex-factory price and cost of delivery 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</p>

	<p>schedule of prices.</p> <p>iv. Discount if any, shall also be disclosed as a percentage (%) of total ex-factory price in the space provided in the Schedule of Prices. Failure to do so would result in the discount <b>not being</b> taken into consideration in the evaluation of offers.</p> <p>v. Local Bidders of Locally Produced Goods (if the Bidders is not the manufacturer) shall fill in and sign the prescribed form of the Schedules of Prices. Prices referred to items in Schedule of Prices shall be quoted separately and item wise.</p> <p style="text-align: center;"><b>(ii) Local Agents of Foreign bidders</b></p> <p>Local Agents Should furnish <b>original quotation from the Foreign Principal</b> (proposal for the relevant procurement) and Letter of Authorization from the Principal</p> <p><u>Important</u></p> <p>(a) The prices quoted shall be written clearly in indelible ink or type written. The total amount of each item of the offer shall be given in words (in English) as well as in figures. The amounts written in words will be taken as correct in case of a discrepancy in amounts written in words and the figures. The Bidder shall authenticate any alterations in the offers.</p> <p>(b) Bidders shall provide in the prescribe Schedule of Prices, the name and the address of the bidder, Name and Address of manufacturer, Manufacturer’s Catalogue Numbers, Part Numbers etc.</p>		
<b>ITB 14.3</b>	S/N	Item	Qty
	01	2’ inch Flowmeter	1
	02	1’ inch Flowmeter	1
	03	3’ inch Flowmeter	1
	04	Syringe Pump	1
	05	Digital Pressure Gauge (Hydraulic)	1
	06	Oil free- Air Compressor	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</p>		

	purpose of spare parts):
<b>ITB 18.1 (b)</b>	After sale service is required.
<b>ITB 19.1</b>	The bid validity period shall be until <b>30<sup>th</sup> December 2024</b>
<b>ITB 20.1</b>	Bid shall include a Bid Security (issued by a commercial Bank operating in Sri Lanka) included in Section IV Bidding Forms.
<b>ITB 20.2</b>	The amount of the Bid Security shall be Rs. 50,000/-
<b>ITB 20.2</b>	The validity period of the bid security shall be until <b>30<sup>th</sup> January 2025</b>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.2 (c)</b>	The inner and outer envelopes shall bear the following identification marks as applicable.  MS/F/2/PROC/2024/02/III.
<b>ITB 23.1</b>	For bid submission purposes, the Purchaser's address is:  Address: The Chairman, Department Procurement Committee, Measurement Units, Standards and Services Department, Mahenawatta, Pitipana, Homagama.  The deadline for the submission of Bids is; Date: <b>30<sup>th</sup> October</b> 2024 Time: 02.00 p.m.
<b>ITB 26.1</b>	The bid opening shall take place at:  Address: Meeting Hall, Measurement Units, Standards and Services Department, Mahenawatta, Pitipana, Homagama. Date: <b>30<sup>th</sup> October</b> 2024 Time: Immediately after the bid closing

	<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 (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> <ul style="list-style-type: none"> <li>(a) Deviation in Delivery schedule is not allowed</li> <li>(b) Deviation in payment schedule is not allowed</li> <li>(c) The cost of major replacement components, mandatory spare parts, and service is not considered</li> <li>(d) No any other specific criteria</li> </ul>
<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> <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.</p> <p><b>(i) Bid Examination</b></p> <ul style="list-style-type: none"> <li>(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.</li> <li>(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.</li> </ul> <p>All deviations observed during the bid examination would be noted. Bids with deviation such as incomplete bids, non-compliance with the</p>

	<p>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.</p> <p style="text-align: center;"><b>(ii) Bid Evaluation</b></p> <p><b>(a) Bid Evaluation General Principle</b></p> <p>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> <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**

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

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

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1. Evaluation Criteria (ITB 35.3 {d})
2. Evaluation Criteria (ITB 35.4)
3. Multiple Contracts (ITB 35.5)
4. Domestic Preference (ITB 34.1)
5. Post qualification Requirements (ITB 37.2)

## **1. Evaluation Criteria (ITB 35.3 (d))**

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

### (a) Delivery schedule<sup>27</sup>

#### ***Option 1***

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.

#### ***Option 2***

The goods covered under this invitation are required to be delivered within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

#### ***Option 3***

The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of price per week of variation from the specified delivery schedule.

### (b) Deviation in payment schedule. [insert one of the following]

- (i) Bidders shall state their bid price for the payment schedule outlined in the Contract Data. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the

<sup>27</sup> Insert one of the following options

Bidder selected on the basis of the base price for the payment schedule outlined in the Contract Data.

**Or**

- (ii) The Contract Data stipulate the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the Contract Data, at the rate per annum specified in BDS Sub-Clause 35.3 (d).
- (c) Cost of major replacement components, mandatory spare parts, and service.  
[insert one of the following]
  - (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub Clause 17.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only. Add quantities

**Or**

- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 17.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.
- (d) Specific additional criteria  
  
Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 35.3(d)]

## **2. Evaluation Criteria (ITB 35.4 (Describe the methodology)**

## **3. Multiple Contracts (ITB 35.5)**

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub- Section ITB 37.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.8

- I. (b) take in to account :
- (i) the lowest-evaluated bid for each lot and
  - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

### **3. Post qualification Requirements (I TB 37.2)**

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): [list the requirement(s)]

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): [list the requirement(s)]

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: [list the requirement(s)]

### **4. Domestic Preference (ITB 34.1)**

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in Sri Lanka for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

(a) **Group A:** Bids offering goods manufactured in Sri Lanka, for which (i) labour, raw materials, and components from within Sri Lanka account for more than thirty (30) percent of the price quoted; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.

(b) **Group B:** All other bids

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group B, all Group B bids will then be further compared with the lowest evaluated bid from Group A,

after adding to the evaluated bid price of goods offered in the bid for Group B, for the purpose of further comparison only an amount equal to .... % of the bid price.<sup>28</sup>;

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**Section IV. Bidding Forms**

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### **Bid Submission Form**

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

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

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

To: The Director, Measurement Units Standards and Services Department

We, the undersigned, declare that:

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

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

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

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

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



## **Price Schedule**

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

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**PRICE SCHEDULE**

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### **Bid Guarantee**

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

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

**\*Beneficiary:** The Director, Measurement Units, Standards and Services, Mahenawatta,  
Pitipana, Hamagama

**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**

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

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

To: *[insert complete name of Purchaser]*

### **WHEREAS**

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

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

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

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

Title: *[insert title]*

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

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

I.

**Section V. Schedule of Requirements**

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## **1. DELIVERY SCHEDULE**

### **(a) Foreign Suppliers**

The total quantity of the items shall be shipped within **90 days** from the date of **Letter of Credit**.

### **(b) Local Suppliers**

The total quantity of the items shall be delivered within **90 days** from the date of **Letter of Award**.

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## **2. Technical Specifications**

### **01. One number of 2' inch Flowmeter**

<b>No</b>	<b>Parameter</b>	<b>MUSSD Requirement</b>	<b>Response of the Bidder</b>
1	Diameter	2"	
2	Working fluid	Water and petroleum product	
3	Type	PD or turbine type	
4	Unit	Velocity: L/min Volume: L	
5	Flow velocity range	Min: 70 L/minute or less Max: 500 L/minute or grater	
6	Working temperature	0 °C to 70 °C	
7	Display	Digital display, Flow velocity and volume should be indicated	
8	Resolution	Volume: 0.1 L/minute or better Flow rate: 20 ml or better	
9	Repeatability	±0.02 % or better	
10	accuracy	±0.5 % or better	
11	Linearity	±0.2 % or better	
12	Warranty	1 year or grater	

### **02. One number of 1' inch Flowmeter**

<b>No</b>	<b>Parameter</b>	<b>MUSSD Requirement</b>	<b>Response of the Bidder</b>
1	Diameter	1"	
2	Working fluid	Water and petroleum product	
3	Type	PD or turbine type	
4	Unit	Velocity: L/min Volume: L	
5	Flow velocity range	Min: 50 L/minute or less Max: 300 L/minute or grater	
6	Working temperature	0 °C to 70 °C	
7	Display	Digital display, Flow velocity and volume should be indicated	
8	Resolution	Volume: 0.1 L/minute or better Flow rate : 20 ml or better	
9	Repeatability	±0.02 % or better	
10	accuracy	±0.5 % or better	
11	Linearity	±0.2 % or better	
12	Warranty	1 year or grater	

### **03. One number of 3' inch Flowmeter**

<b>No</b>	<b>Parameter</b>	<b>MUSSD Requirement</b>	<b>Response of the Bidder</b>
1	Diameter	3"	
2	Working fluid	Water and petroleum product	
3	Type	PD or turbine type	
4	Unit	Velocity: L/min Volume: L	
5	Flow velocity range	Min: 100 L/minute or less Max: 800 L/minute or grater	
6	Working temperature	0 °C to 70 °C	
7	Display	Digital display, Flow velocity and volume should be indicated	
8	Resolution	Volume: 0.1 L/minute or better Flow rate : 50 ml or better	
9	Repeatability	±0.02 % or better	
10	accuracy	±0.5 % or better	
11	Linearity	±0.2 % or better	
12	Warranty	1 year or grater	

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

<b>No</b>	<b>Parameter</b>	<b>MUSSD Requirement</b>	<b>Response of the Bidder</b>
1	Accuracy	Less than ±0.5 %	
2	Repeatability	Less than ±0.05 %	
3	Syringe size	Max : equal or greater than 200 ml Min: equal or less than 1 ml	
4	Syringe type	Plastic, Glass and Stainless Stee	
5	Syringe Heating Sleeve Temperature	up to 80°C	
6	Minimum Flow Rate	5 ml/h or less	
7	Maximum Flow Rate	800 mL/h or grater	
8	Display	LCD Touch Screen	
9	Connectivity	USB-B, RS232 and TTL Ports	
10	Power	220 VAC	
11	Operating Temperature	4°C to 40°C	
12	Calibration Certificate	By manufacture	
13	Accessories	2 Set of stainless-steel syringes compatible to the syringe pump	
14	warranty	One year	



**05.Digital Pressure Gauge (Hydraulic)**

Name	Specification
Accuracy	$\leq 0.05\%$ FS
Range	40 bar
Resolution	$\leq 0.001$ bar
Medium	water
Connection	1/4" NPT
Units need	mmHg, mbar, bar, Pa, kPa, MPa, Psi

**06.One number of Oil free- Air Compressor**

	Parameter	MUSSD's specification	Bidder's Specification
	weights	$\leq 30$ kg	
	Maximum Flow rate	$\geq 90$ L/min	
	Minimum Flow rate	$\leq 10$ L/min	
	Maximum Pressure	$\leq 10$ bar	
	Cut-in Pressure	$\geq 8$ bar	
	Connection type	Universal	
	Noise level (at 0 m)	73 dB	
	Output air	Oil free and dust/partial free air with variable speed control	
	Voltage	230 V	
	Warranty	1 year	

### **3. 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.

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## 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.

CC 1.1(i)	The Purchaser is The Director, Measurement Units, Standards and Services Department
CC 1.1 (l)	The Final Destination is Measurement Units, Standards and Services Department , Mahenawatta, Pitipana, Homagama
CC 8.1	<p>For <b>notices</b>, the Purchaser's address shall be:</p> <p>Attention : The Accountant</p> <p>Address: Measurement Units, Standards and Services Department, Mahenawatta, Pitipana, Homagama</p> <p>Telephone: 011-2182255/50</p> <p>Fax number: 011-2182255/54</p> <p>Electronic mail address: measurementunit101@gmail.com</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>

**(ii) Local Cost (Agent's Commission and Clearing Charges):**

- (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" 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

	<p>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.</p> <p>(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.</p> <p>(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.</p>
<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 %

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## Invitation for Bids (IFB)

# Measurement Units, Standards and Services Department

## Supply, Delivery and Installation of Scientific Equipment 2024 - Volume Laboratory MS/F/2/PROC/2024/02/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) and inspect the Bidding Documents at the address given below from **09<sup>th</sup> October 2024** to **29<sup>th</sup> October 2024** from 0900 to 1500 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 01.06.2024 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 5000.00**. The method of payment will be cheques or cash.

6. Bids must be delivered to the address below on or before **30<sup>th</sup> October 2024 at 2.00pm**. 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 50,000.00

7. **The address referred to above is:**

**The Accountant,  
Measurement Units, Standards and Services Department,  
Mahenawatta,  
Pitipana,  
Homgama  
Telephone No : 011-2182255  
Fax No: 011-2182255  
e-mail: measurementunit101@gmail.com**

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