



**Democratic Socialist Republic of Sri Lanka
Ministry of Defence**

TENDER DOCUMENT

For

**PROCUREMENT OF
LABORATORY AND FIELD EQUIPMENT
FOR
NATIONAL BUILDING RESEARCH ORGANISATION (NBRO)**

CONTRACT No: RLVMP/GOODS/NCT/04R-LOT 1/2/3/4/5/6/7/8

**Reduction of Landslide Vulnerability by Mitigation
Measures Project**

NATIONAL COMPETITIVE TENDERING (NCT)

November 2023

Specific Procurement Notice (SPN)

**PROCUREMENT OF LABORATORY AND FIELD EQUIPMENT
FOR
NATIONAL BUILDING RESEARCH ORGANISATION (NBRO)
(One-Envelope Tendering Process)**

Country: Sri Lanka

Purchaser: Project Director, Reduction of Landslide Vulnerability by Mitigation Measures Project

Name of Project: Reduction of Landslide Vulnerability by Mitigation Measures Project

Loan No.: L0124A

Contract Title: Procurement of Laboratory and Field Equipment for NBRO

SPN Reference/Tender No.: RLVMMMP/GOODS/NCT/04R-LOT 1/2/3/4/5/6/7/8

1. The Government of Sri Lanka (GOSL) has received financing from the Asian Infrastructure Investment Bank (AIIB or the Bank) toward the cost of the Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP), and intends to apply part of the proceeds toward payments under the following contracts and estimated to cost LKR 200 Million (USD 0.60 Million) excluding VAT. Estimated cost of each Lot identified under this contract is given below.

Lot No.	Contract Name	Estimated Cost excluding VAT	
		LKR Million	Equivalent USD Million
Lot No.01	Procurement of Laboratory Equipment I	37	0.11
Lot No.02	Procurement of Laboratory Equipment II	35	0.11
Lot No.03	Procurement of Laboratory Equipment III	14	0.04
Lot No.04	Procurement of Laboratory Equipment IV	43	0.13
Lot No.05	Procurement of Cameras & Printer	2	0.01
Lot No.06	Procurement of Generator system	32	0.10
Lot No.07	Procurement of Mounting Tables & Accessories I	26	0.08
Lot No.08	Procurement of Mounting Tables & Accessories II	11	0.03

2. The Chairman, Project Procurement Committee on behalf of the Ministry of Defence now invites sealed Tenders from eligible Tenderers for the supply of laboratory equipment (28 Nos.), cameras (04 Nos), printer (01 Nos) generator (01 nos), mounting tables and accessories (22 Nos.) and Related Services for the National Building Research Organisation, Sri Lanka. The above Goods shall be delivered to National Building Research Organisation, 99/1, Jawatta Road, Colombo 05. The earliest period for delivery shall be 12 weeks. The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- (i). The manufacturer should have at least ten years of experience in manufacturing, supplying and supporting the proposed brand of the equipment.
 - (ii). The local Tenderer should have at least three years of experience in supplying of goods, equipment or related services in Sri Lanka.
 - (iii). The local Tenderer should have a well-equipped workshop/ service centre and skilled technical personnel for after-sales services that certified/authorized by the manufacturer.
 - (iv). The Tenderer shall furnish documentary evidence along with the Tender to demonstrate that the manufacturer is possessed with post qualification criteria mentioned in section III. (ITT 11.1(j))
3. Tenderers may tender for one or several contracts, as further defined in the tender document. Tenderers wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Tender.
4. Tendering will be conducted through National Competitive Tendering procedures as specified in the Bank's Procurement Instructions for Recipients (PIR) and is open to all eligible Tenderers as defined in the PIR.
5. Interested eligible Tenderers may obtain further information from Project Director (Tele: 011-2559869, e mail: pd.rlvmp@gmail.com and inspect the Tender Document during office hours 9.30 to 15.30 hours at the address given below.
6. The Tender Document in English may be purchased by interested Tenderers upon the submission of a written request to the address below or through an electronic portal and upon payment of a nonrefundable fee of LKR 30,000.00 from 10.11.2023 to 05.12.2023 between 9.30 to 15.00 hours on any working day. The method of payment will be cash to NBRO cashier. The document will be sent by email, downloading from authorized web site mentioned below.

Further, it is also necessary to register online www.drc.gov.lk of Registrar of Companies for getting PCA 3 form which is required to submit with the tender. Registration process has been converted into online system, through web:eroc.drc.gov.lk

7. A Pre-Tender meeting will be held at the address given below commencing at 10.00 hours on 17.11.2023.
8. Tenders must be delivered to the address below on or before 14.00 hours on 06.12.2023. Electronic tendering will not be permitted. Late Tenders will be rejected. Tenders will be publicly opened in the presence of the Tenderers' designated representatives and anyone who chooses to attend at the address below on 14.00 hours on 06.12.2023.

9. All Tenders must be accompanied by a Tender Security of amounts mentioned in table below.

Lot No.	Contract Name	Tender Security Amount (LKR)
Lot No.01	Procurement of Laboratory Equipment I	560,000.00
Lot No.02	Procurement of Laboratory Equipment II	550,000.00
Lot No.03	Procurement of Laboratory Equipment III	225,000.00
Lot No.04	Procurement of Laboratory Equipment IV	645,000.00
Lot No.05	Procurement of Cameras & Printer	35,000.00
Lot No.06	Procurement of Generator system	475,000.00
Lot No.07	Procurement of Mounting Tables & Accessories I	400,000.00
Lot No.08	Procurement of Mounting Tables & Accessories II	175,000.00

10. The address referred to above is:

Chairman
Project Procurement Committee
Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP)
99/1, Jawatta Road,
Colombo 05,
Sri Lanka.
Tel.: +9411-2559869 (Sri Lanka)
Fax: +9411-2502611 (Sri Lanka)
E-mail : nbro@slt.lk, pd.rlvmp@gmail.com
Website : www.rlvmp.lk

**Tender Document for Goods
(One-Envelope Tendering Process)**

**PROCUREMENT OF
LABORATORY AND FIELD EQUIPMENT
FOR
NATIONAL BUILDING RESEARCH ORGANISATION (NBRO)**

Tender No: RLVMMMP/GOODS/NCT/04R-LOT 1/2/3/4/5/6/7/8

Project: Reduction of Landslide Vulnerability by Mitigation Measures Project

Purchaser: Project Director, Reduction of Landslide Vulnerability by Mitigation Measures Project

Country: Sri Lanka

RLVMMMP

RLVMMP

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RLVMMP

RLVMMP

PART 1 – Tendering Procedures

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RLVMMP

Section I - Instructions to Tenderers

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Section I. Instructions to Tenderers

A. General

- 1. Scope of Tender**
- 1.1 In connection with the Specific Procurement Notice (SPN) indicated in the **Tender Data Sheet (TDS)**, the Purchaser, as specified in the **TDS**, issues this Tender Document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this tender are specified in the **TDS**.
- 1.2 Throughout this Tender Document:
- (a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic procurement system used by the Purchaser) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa;
 - (c) “Day” means calendar day, unless otherwise specified as “Business Day.” A Business Day is any day that is an official working day of the Recipient. It excludes the Recipient’s official public holidays; and
 - (d) the word “tender” is synonymous with “bid” and “tenderer” with “bidder”, and the words “tender documents” with “bidding documents.”
- 2. Source of Funds**
- 2.1 The Recipient specified in the **TDS** has applied for or received financing (hereinafter called “funds”) from the Asian Infrastructure Investment Bank (hereinafter called “AIIB” or “the Bank”) in an amount specified in the **TDS**, toward the project named in the **TDS**. The Recipient intends to apply a portion of the funds to eligible payments under the contract for which this Tender Document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Recipient and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import

is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Recipient shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Prohibited Practices

3.1 The Bank requires compliance with the Bank's Policy on Prohibited Practices as set forth in Section VI.

3.2 In further pursuance of this policy, Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, subconsultants, service providers, suppliers and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the TDS, there is no limit on the number of members in a JV.

4.2 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- (a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
- (b) receives or has received any direct or indirect subsidy from another Tenderer; or
- (c) has the same legal representative as another Tenderer; or
- (d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence

the Tender of another Tenderer, or influence the decisions of the Purchaser regarding this tendering process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods that are the subject of the Tender; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Recipient for the Contract implementation; or
- (g) would be providing goods, works or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Recipient (or of the project implementing agency, or of any other beneficiary of the Bank's financing, or of any other party representing or acting on behalf of the Recipient) who: (i) are directly or indirectly involved in the preparation of the Tender Document or specifications of the Contract, and/or the tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract, unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the tendering process and execution of the Contract; or
- (i) is an affiliate of the Recipient, or of a procurement agent engaged by the Recipient, unless the Recipient demonstrates to the satisfaction of the Bank that there is no significant degree of common ownership, influence or control between the Recipient on the one hand, and the Recipient's agent and the affiliate on the other.

- 4.3 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit: (a) the inclusion of the same Subcontractor in more than one Tender for the same contract; or (b) the ability of one Tenderer to be a Subcontractor in another Tender for the same contract.

- 4.4 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Tenderer that has been declared, and remains, as at the relevant date, ineligible pursuant to the Bank's Policy on Prohibited Practices as described in Section VI, shall be ineligible to be prequalified for, initially selected for, tender for, propose for, or be awarded a Bank-financed contract, or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the TDS.
- 4.6 Tenderers that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are carrying out or are established for a business purpose, and are operating on a commercial basis; (ii) are financially and managerially autonomous; (iii) are not controlled by the government on day-to-day management and (iv) are not under the supervision of the Purchaser or its procuring agency.
- 4.7 A Tenderer shall not be under suspension from tendering by the Purchaser as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with the firm or individual's country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's country prohibits any import of goods or contracting of

works or services from the firm or individual's country, or any payments to any country, person or entity in that country.

- 4.9 A Tenderer shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Recipient from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Recipient's request, is satisfied that the debarment:
- (a) relates to fraud or corruption or prohibited practices; and
 - (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries.
- 5.2 For purposes of this ITT, the term "goods" includes commodities, raw material, machinery, equipment and industrial plants; and "related services" includes services such as insurance, installation, training and initial operation and maintenance.
- 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing or assembly, another commercially recognized article result that differs substantially in its basic characteristics from its components.

B. Contents of Tender Document

6. Sections of Tender Document

- 6.1 The Tender Document consists of Parts 1, 2 and 3, includes all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

- Section I - Instructions to Tenderers (ITT)
- Section II - Tender Data Sheet (TDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Tender Forms

- Section V - Eligible Countries
- Section VI - Prohibited Practices

PART 2 Supply Requirements

- Section VII - Schedule of Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice (SPN) issued by the Purchaser is not part of this Tender Document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Tender Document, responses to requests for clarification, the Minutes of the pre-tender meeting (if any), or Addenda to the Tender Document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Document and to furnish with its Tender all information or documentation as is required by the Tender Document.

7. Clarification of Tender Document

- 7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser's address specified in the **TDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified in the **TDS**. The Purchaser shall forward copies of its response to all Tenderers who have acquired the Tender Document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Purchaser shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Document, the Purchaser shall amend the Tender Document following the procedure under ITT 8 and ITT 22.2.
- 7.2 The Tenderer's designated representative is invited to attend a pre-tender meeting, if **provided for in the TDS**. The purpose

of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8. Amendment of Tender Document

- 8.1 At any time prior to the deadline for submission of Tenders, the Purchaser may amend the Tender Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document from the Purchaser in accordance with ITT 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITT 7.1.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. Preparation of Tenders

9. Cost of Tendering

- 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10. Language of Tender

- 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Purchaser, shall be written in the language specified in the **TDS**. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the **TDS**, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

- 11.1 The Tender shall comprise the following:
- (a) **Letter of Tender:** prepared in accordance with ITT 12.
 - (b) **Price Schedules:** completed in accordance with ITT 12 and ITT 14.
 - (c) **Tender Security or Tender-Securing Declaration:** in accordance with ITT 19.1.
 - (d) **Alternative Tender:** if permissible, in accordance with ITT 13.

- (e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3.
- (f) **Qualifications:** documentary evidence in accordance with ITT 17 establishing the Tenderer’s qualifications to perform the Contract if its Tender is accepted.
- (g) **Tenderer’s Eligibility:** documentary evidence in accordance with ITT 17 establishing the Tenderer’s eligibility to tender.
- (h) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITT 16, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer.
- (i) **Conformity:** documentary evidence in accordance with ITT 16 and ITT 30, that the Goods and Related Services conform to the Tender Document.
- (j) Any other document required in the **TDS**.

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a letter of intent to execute a JV Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

11.3 The Tenderer shall furnish in the Letter of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

12. Letter of Tender and Price Schedules

12.1. The Letter of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Tenders

13.1. Unless otherwise specified in the **TDS**, alternative Tenders shall not be considered.

14. Tender Prices and Discounts

14.1 The prices and discounts quoted by the Tenderer in the Letter of Tender and in the Price Schedules shall conform to the requirements specified below.

- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Tender in accordance with ITT 12.1 shall be the total price of the Tender, excluding any discounts offered.
- 14.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Letter of Tender, in accordance with ITT 12.1.
- 14.5 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **TDS**. A Tender submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITT 29. However, if in accordance with the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the **TDS**, prices quoted shall correspond to 100 percent of the items specified for each lot and to 100 percent of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4 provided the Tenders for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified in the **TDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tender Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance

with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and
 - (iii) the price for inland transportation, insurance and other local services required to convey the Goods to their final destination (Project Site) specified in the **TDS**.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
- (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified in the **TDS**; and
 - (ii) the price for inland transportation, insurance and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **TDS**.
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and

(v) the price for inland transportation, insurance and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **TDS**.

(d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Tender and Payment

15.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same and shall be as specified in the **TDS**.

16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITT 5, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tender Forms.

16.2 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

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

16.4 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the **TDS** following commencement of the use of the Goods by the Purchaser.

16.5 Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents
Establishing the
Eligibility and
Qualifications of
the Tenderer**

17.1 To establish Tenderer's eligibility in accordance with ITT 4, Tenderers shall complete the Letter of Tender, included in Section IV, Tender Forms.

17.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Purchaser's satisfaction:

(a) that, if required in the **TDS**, a Tenderer 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, Tender Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if required in the **TDS**, in case of a Tenderer not doing business within the Purchaser's Country, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**18. Period of Validity
of Tenders**

18.1. Tenders shall remain valid for the Tender validity period specified in the **TDS**. The Tender validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Purchaser in accordance with ITT 22). A Tender valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2. In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for a

corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 18.3.

- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity period, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the Tender price adjusted by the factor specified in the **TDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, Tender evaluation shall be based on the Tender price without taking into consideration the applicable correction from those indicated above.

19. Tender Security

- 19.1. The Tenderer shall furnish as part of its Tender, either a Tender Security or a Tender-Securing Declaration, as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency, or in the case of a Tender-Securing Declaration, for the period of ineligibility, as specified in the **TDS**.
- 19.2. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.
- 19.3. If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- (a) an unconditional guarantee issued by a bank,
 - (b) an irrevocable letter of credit,
 - (c) a cashier's or certified check or
 - (d) another security specified in the **TDS**, from a reputable source from an eligible country.

In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tender Forms, or in another substantially similar format approved by the Purchaser prior to Tender submission. The Tender Security shall be valid for twenty-eight (28) days beyond

the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

- 19.4. If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security pursuant to ITT 46.
- 19.6. The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 19.7. The Tender Security may be forfeited, or the Tender-Securing Declaration executed:
- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Letter of Tender, or any extension thereto provided by the Tenderer; or
 - (b) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with ITT 45; or
 - (ii) furnish a Performance Security in accordance with ITT 46.
- 19.8. The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

20. Format and Signing of Tender

- 20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any

discrepancy between the original and the copies, the original shall prevail.

- 20.2 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.
- 20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 20.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

21. Sealing and Marking of Tenders

21.1. Tenderers may always submit their Tenders by mail or by hand. If so specified in the **TDS**, tenderers shall have the option of submitting their Tenders electronically. Procedures for submission, sealing and marking are as follows:

- (a) Tenderers submitting Tenders by mail or by hand shall enclose the original and copies of the Tender, including Alternative Tenders if permitted in accordance with ITT 13, in separate sealed envelopes. The envelopes shall be duly marked as "ORIGINAL", "COPY", "ALTERNATIVE-ORIGINAL" and "ALTERNATIVE-COPY". These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with ITT 21.2 and 21.3.
- (b) Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

21.2. The inner and outer envelopes, shall:

- (a) bear the name and address of the Tenderer,
- (b) be addressed to the Purchaser in accordance with ITT 22.1,
- (c) bear the specific identification of this tendering process indicated in ITT 1.1 and
- (d) bear a warning not to open before the time and date for Tender opening.

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

22. Deadline for Submission of Tenders

22.1. Tenders must be received by the Purchaser at the address and no later than the date and time specified in the **TDS**.

22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT 8, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Tenders

23.1. The Purchaser shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Purchaser after the deadline for

submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer.

**24. Withdrawal,
Substitution and
Modification of
Tenders**

24.1. A Tenderer may withdraw, substitute or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 20.3 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

24.2. Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

24.3. No Tender may be withdrawn, substituted or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof.

25. Tender Opening

25.1. Except as in the cases specified in ITT 23 and ITT 24.2, the Purchaser shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers’ designated representatives and anyone who chooses to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified in the **TDS**.

25.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

25.3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but

returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

- 25.4. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 25.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required and any other details as the Purchaser may consider appropriate.
- 25.6. Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further in the evaluation. The Letter of Tender and the Price Schedules are to be initialed by representatives of the Purchaser attending Tender opening in the manner specified in the **TDS**.
- 25.7. The Purchaser shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).
- 25.8. The Purchaser shall prepare a record of the Tender opening that shall include, as a minimum:
- (a) the name of the Tenderer and whether there is a withdrawal, substitution or modification;
 - (b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - (c) any alternative Tenders and
 - (d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- 25.9. The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers who

submitted Tenders in time, and posted online when electronic Tendering is permitted.

E. Evaluation and Comparison of Tenders

26. Confidentiality

- 26.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 40.
- 26.2 Any attempt by a Tenderer to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Tender.
- 26.3 Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Purchaser on any matter related to the Tendering process, it should do so in writing.

27. Clarification of Tenders

- 27.1 To assist in the examination, evaluation, comparison of the Tenders and qualification of the Tenderers, the Purchaser may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT 31.
- 27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Purchaser's request for clarification, its Tender may be rejected.

28. Deviations, Reservations and Omissions

- 28.1 During the evaluation of Tenders, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Tender Document.
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document.

- (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender Document.

29. Determination of Responsiveness

29.1 The Purchaser’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

29.2 A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation or omission. A material deviation, reservation or omission is one that:

(a) if accepted, would:

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

(ii) limit in any substantial way, inconsistent with the Tender Document, the Purchaser’s rights or the Tenderer’s obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

29.3 The Purchaser shall examine the technical aspects of the Tender submitted in accordance with ITT 16 and ITT 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements, have been met without any material deviation, reservation or omission.

29.4 If a Tender is not substantially responsive to the requirements of Tender Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

30. Nonmaterial Nonconformities

30.1 Provided that a Tender is substantially responsive, the Purchaser may waive any nonconformities in the Tender.

30.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities or omissions shall not be related to any aspect of the price of the Tender. Failure of the

Tenderer to comply with the request may result in the rejection of its Tender.

30.3 Provided that a Tender is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component in the manner specified in the **TDS**.

**31. Correction of
Arithmetical
Errors**

31.1 Provided that the Tender 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 and the quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITT 31.1, shall result in the rejection of the Tender.

**32. Conversion to
Single Currency**

32.1 For evaluation and comparison purposes, the currencies of the Tender shall be converted into a single currency as specified in the **TDS**.

**33. Provisions for
Development of
Domestic Industry**

33.1 Unless otherwise specified in the **TDS**, provisions for development of domestic industry shall not apply.

**34. Evaluation of
Tenders**

34.1 The Purchaser shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall

determine the Most Advantageous Tender in accordance with ITT 41.

34.2 To evaluate a Tender, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified in the **TDS**; and the Tender Price as quoted in accordance with ITT 14;
- (b) price adjustment for correction of arithmetical errors in accordance with ITT 31.1;
- (c) price adjustment due to discounts offered in accordance with ITT 14.4;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT 30.3;
- (e) price adjustment due to application of the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria; and
- (f) converting the amount resulting from applying (a) to (e) above, if relevant, to a single currency in accordance with ITT 32;

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation.

34.4 If the Tender Document allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Tender, is specified in Section III, Evaluation and Qualification Criteria.

34.5 The Purchaser's evaluation of a Tender will exclude, and not take into account:

- (a) In the case of Goods manufactured in the Purchaser's Country, all sales and other similar taxes, applicable in the Purchaser's Country and payable on the goods if a contract is awarded to the Tenderer.
- (b) In the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, all customs duties and other import taxes levied on the imported Goods, sales and other similar taxes, applicable in the Purchaser's

Country and payable on the Goods if the contract is awarded to the Tenderer.

- (c) Any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.

34.6 The Purchaser's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. 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 Tenders, unless otherwise specified in the **TDS** from among those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITT 34.2(e).

35. Comparison of Tenders

35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 34.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of final destination, for goods manufactured within the Purchaser's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

36. Abnormally Low-Priced Tenders

36.1 An Abnormally Low-Priced Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that it raises material concerns with the Purchaser as to the capability of the Tenderer to perform the Contract for the offered Tender price.

36.2 In the event of identification of a potentially Abnormally Low-Priced Tender, the Purchaser shall seek written clarifications from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the Tender Document.

36.3 After examining the clarifications given and the detailed price analyses presented by the Tenderer, the Purchaser may:

- (a) accept the Tender, if the evidence provided satisfactorily accounts for the low price and costs, in which case the Tender is not considered abnormally low;
- (b) accept the Tender but require that the amount of the Performance Security be increased at the expense of the Tenderer to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful Tenderer under the contract. The amount of the Performance Security shall generally not be more than 20 percent of the Contract Price; or
- (c) reject the Tender if the evidence provided does not satisfactorily account for the low tender price, and make a similar determination for the next lowest evaluated Tender, if required.

**37. Post-
Qualification of
the Tenderer**

37.1 The Purchaser shall determine, to its satisfaction, whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the Tender Document), or any other firm(s) different from the Tenderer.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Purchaser shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

**38. Purchaser's Right
to Accept Any
Tender, and to
Reject Any or All
Tenders**

38.1 The Purchaser reserves the right to accept or reject any Tender, and to annul the tender process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and

specifically, tender securities, shall be promptly returned to the Tenderers.

39. Standstill Period

39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITT 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Tenderer the Notification of Intention to Award the Contract. Where only one Tender is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

40. Notification of Intention to Award

40.1 The Purchaser shall send to each Tenderer the Notification of Intention to Award the Contract to the successful Tenderer. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Tenderer submitting the successful Tender;
- (b) the Contract price of the successful Tender;
- (c) the names of all Tenderers who submitted Tenders, and their tender prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Tender (of the unsuccessful Tenderer to whom the notification is addressed) was unsuccessful, unless the price information in (c) above already reveals the reason;
- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract**41. Award Criteria**

41.1 Subject to ITT 38, the Purchaser shall award the Contract to the Tenderer offering the Most Advantageous Tender. The Most Advantageous Tender is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- (a) substantially responsive to the Tender Document; and
- (b) the lowest evaluated cost tender that provides Value-for-Money.

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

42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the **TDS**, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

43. Notification of Award

43.1 Prior to the expiration of the Tender Validity Period and upon expiry of the Standstill Period, specified in ITT39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Tenderer, in writing, that its Tender has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Purchaser;
- (b) name and reference number of the contract being awarded, and the procurement method used;
- (c) names of all Tenderers that submitted Tenders, and their tender prices as read out at tender opening, and as evaluated;
- (d) names of all Tenderers whose Tenders were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
- (e) the name of the successful Tenderer, the final total contract price, the contract duration and a summary of its scope and
- (f) successful Tenderer’s Beneficial Ownership Disclosure Form, if specified in TDS ITT 45.1.

43.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the

official gazette. The Purchaser shall also publish the contract award notice in United Nations Development Business online and AIIB's website.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

44. Debriefing by the Purchaser

44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITT 40.1, an unsuccessful Tenderer has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Tenderers whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Tenderers of the extended standstill period

44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

44.4 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderers shall bear their own costs of attending such a debriefing meeting.

45. Signing of Contract

45.1 The Purchaser shall send to the successful Tenderer the Letter of Acceptance including the Contract Agreement, and, if specified in the **TDS**, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

45.2 The successful Tenderer shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.

45.3 Notwithstanding ITT 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Tenderer shall not be bound by its Tender, always provided however, that the Tenderer can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**46. Performance
Security**

46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms or another Form acceptable to the Purchaser.

46.2 Failure of the successful Tenderer 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 Tender Security. In that event the Purchaser may award the Contract to the Tenderer offering the next Most Advantageous Tender.

**47. Procurement-
Related Complaint**

47.1 The procedures for making a Procurement-Related Complaint are as specified in the TDS.

Section II - Tender Data Sheet (TDS)

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

ITT Reference	A. General
ITT 1.1	<p>The reference number of the SPN/Tender is: <i>RLVMMP/GOODS/NCT/04R-LOT 1/2/3/4/5/6/7/8</i></p> <p>The Purchaser is: Project Director, Reduction of Landslide Vulnerability by Mitigation Measures Project</p> <p>The name of the Tender is: <i>Procurement of Laboratory and Field Equipment for NBRO</i></p> <p>The number and identification of lots (contracts) comprising this Tender is:</p> <p><u>Lot No. 1 (RLVMMP/GOODS/NCT/04R-LOT 1)</u> <i>Procurement of Laboratory Equipment I</i></p> <p><u>Lot No. 2 (RLVMMP/GOODS/NCT/04R-LOT 2)</u> <i>Procurement of Laboratory Equipment II</i></p> <p><u>Lot No. 3 (RLVMMP/GOODS/NCT/04R-LOT 3)</u> <i>Procurement of Laboratory Equipment III</i></p> <p><u>Lot No. 4 (RLVMMP/GOODS/NCT/04R-LOT 4)</u> <i>Procurement of Laboratory Equipment IV</i></p> <p><u>Lot No. 5 (RLVMMP/GOODS/NCT/04R-LOT 5)</u> <i>Procurement of Cameras & Printer</i></p> <p><u>Lot No. 6 (RLVMMP/GOODS/NCT/04R-LOT 6)</u> <i>Procurement of Generator System</i></p> <p><u>Lot No. 7 (RLVMMP/GOODS/NCT/04R-LOT 7)</u> <i>Procurement of Mounting Tables & Accessories I</i></p> <p><u>Lot No. 8 (RLVMMP/GOODS/NCT/04R-LOT 8)</u> <i>Procurement of Mounting Tables & Accessories II</i></p>

ITT 2.1	<p>The Recipient is: Government of Sri Lanka (GOSL).</p> <p>The Implementing Agency/Client is Ministry of Defence (MoD).</p> <p>The Project is managed by Project Management Unit (PMU), RLVMMMP established under the MoD.</p> <p>The Bank Loan amount: <i>USD 101 Million</i></p> <p>The name of the Project is: Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMMP)</p>
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: 03
ITT 4.5	<p>A list of debarred firms and individuals is available on the Bank's external website: https://www.aiib.org/debarment/</p>
	B. Contents of Tender Document
ITT 7.1	<p>For Clarification of Tender purposes only, the Purchaser's address is:</p> <p>Attention: <i>Mr.R.M.S.Bandara</i> <i>Project Director</i> <i>Reduction of Landslide Vulnerability by Mitigation Measures Project</i></p> <p>Address: <i>No 99/1, Jawatta Road</i></p> <p>City: <i>Colombo 05</i></p> <p>ZIP Code: <i>00500</i></p> <p>Country: <i>Sri Lanka</i></p> <p>Telephone: <i>+94 11 255 9869</i></p> <p>Electronic mail address: pd.rlvmmmp@gmail.com</p> <p>Requests for clarification should be received by the Purchaser no later than: <i>10 days</i></p> <p>Web page: www.rlvmmmp.lk</p>
Add ITT 7.2	<p>A Pre-Tender meeting <i>shall</i> take place at the following date, time and place:</p> <p>Date: 17.11.2023</p> <p>Time: 10.00 hours</p> <p>Place: Auditorium of <i>National Building Research Organisation,</i> <i>No 99/1, Jawatta Road, Colombo 05</i></p>

	C. Preparation of Tenders
ITT 10.1	The language of the Tender is: <i>English</i>
ITT 11.1 (j)	<p>The Tenderer shall submit the following additional documents in its Tender:</p> <p>(i) <i>written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 20.3</i></p> <p>(ii) <i>documentary evidence in accordance with ITT Clause 16 establishing the Tenderer's eligibility to Tender;</i></p> <p>(iii) <i>Originals of Brochure and Catalogue (Printed PDF or copies are not allowed)</i></p> <p>(iv) <i>Manufacture Authentication in accordance with 17.2(a)</i></p> <p>(v) <i>List of clients within last three years (Name, Tel. No., E-mail Address & Items supplied)</i></p> <p>(vi) Any person who acts as Local Agent in Sri Lanka, representative or nominee for or on behalf of any Tenderer shall register himself with the Registrar of Companies if the bid price exceeds LKR 5 Million in accordance with the Public contracts Act No. 3 of 1987 and subsequent gazette notification. Such certificate issued to the local agent/ representative by the registrar of companies, essential to be submitted.</p> <p>The Letter of Acceptance shall not be issued to any tenderer unless that tenderer has submitted the Certificate of Registration issued in terms of the Public Contract Act No. 3 of 1987 to the Procurement Committee and shall get the Contract registered, after the Letter of Acceptance is issued.</p>
ITT 13.1	Alternative Tenders shall not be considered.
ITT 14.5	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITT 14.7	The Incoterms edition is: Incoterms 2020
ITT 14.8 (b)(i) and (c)(v)	Place of destination: National Building Research Organisation, No 99/1, Jawatta Road, Sri Lanka
ITT 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site): National Building Research Organisation, No 99/1, Jawatta Road, Sri Lanka
ITT 15.1	The Tender price shall be quoted in <i>Sri Lankan Rupees (LKR) and United States Dollar (USD)</i>

ITT 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 years
ITT 17.2 (a)	Manufacturer’s authorization is: “required”
ITT 17.2 (b)	After sales service is: “required”
ITT 18.1	The Tender validity period shall be 119 days from the deadline for Tender Submission. i.e. : 03.04.2024.
ITT 18.3 (a)	Not Applicable.
ITT 19.1	<p>A Tender Security “shall be” required.</p> <p>The amount and currency of the Tender Security for each lot shall be as follows.</p> <p>Lot 1 : LKR 560,000.00 Lot 2 : LKR 550,000.00 Lot 3 : LKR 225,000.00 Lot 4 : LKR 645,000.00 Lot 5 : LKR. 35,000.00 Lot 6 : LKR. 475,000.00 Lot 7 : LKR. 400,000.00 Lot 8 : LKR. 175,000.00</p> <p>[Note: Tender Security is required for each lot as per amount indicated against each lot. Tenderers have the option of submitting one Tender Security for all lots (for the combined total amount of all lots) for which Tenders have been submitted, however if the amount of Tender Security is less than the total required amount, the Purchaser will determine for which lot or lots the Tender Security amount shall be applied.]</p> <p>A Tender-Securing Declaration “shall not be” required.</p> <p>If the Tenderer performs any of the actions prescribed in ITT 19.7 (a) or (b), the Recipient will declare the Tenderer ineligible to be awarded contracts by the Employer for a period of 03 years</p>
ITT 19.3 (d)	Other types of acceptable securities: None
ITT 20.1	In addition to the original of the Tender, the number of copies is: 01
ITT 20.3	<p>The written confirmation of authorization to sign on behalf of the Tenderer shall consist of:</p> <p>a. Tenders submitted by a limited liability company or a corporation: It shall be signed by a duly authorized person(s) holding a Power of Attorney notarized by Attorney-at-law or shall include an authorization by the</p>

	<p>Company's or Corporation's Board of Directors by a Board resolution and certified by the Company Secretary authorizing for such person(s) to sign the documents.</p> <p>b. Tenders submitted by an individual or the Partnership: The person signing on behalf of the Tenderer shall be duly authorized person holding a Power of Attorney notarized by Attorney-at-law or in respect of a partnership shall include a copy of the partnership agreement to demonstrate relationship of the signing partner to the partnership.</p> <p>c. Tenders submitted by existing or intended Joint Venture (JV) shall include undertakings signed by the authorized person of each and every relevant party (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tender process and, in the event the JV is awarded the Contract, during contract execution.</p>
	D. Submission and Opening of Tenders
ITT 21.1	Tenderers <i>“shall not”</i> have the option of submitting their Tenders electronically.
ITT 22.1	<p>For <u>Tender submission purposes</u> only, the Purchaser's address is:</p> <p>Attention: Chairman Project Procurement Committee Reduction of Landslide Vulnerability by Mitigation Measures Project</p> <p>Address: National Building Research Organisation, No 99/1, Jawatta Road, Colombo 05.</p> <p>Country: Sri Lanka</p> <p>The deadline for Tender submission is:</p> <p>Date: <i>06.12.2023</i></p> <p>Time: <i>14.00 hrs</i></p>
ITT 25.1	<p>The Tender opening shall take place at:</p> <p>Address: National Building Research Organisation, No 99/1, Jawatta Road, Colombo 05.</p> <p>Country: Sri Lanka</p> <p>Date: <i>06.12.2023</i></p> <p>Time: <i>14.00 hrs</i></p>

ITT 25.6	All pages of the Letter of Tender and Price Schedules shall be initialed by 03 representatives of the Purchaser conducting Tender opening.
E. Evaluation and Comparison of Tenders	
ITT 30.3	The adjustment shall be based on the “ <i>average</i> ” price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Purchaser shall use its best estimate.
ITT 32.1	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all tender prices expressed in various currencies into a single currency is: <i>Sri Lankan Rupees (LKR)</i></p> <p>The source of the selling exchange rate shall be: <i>Central Bank of Sri Lanka</i></p> <p>The date for the selling exchange rate shall be: <i>08.11.2023</i></p>
ITT 33.1	Provisions for development of domestic industry (such as a margin of domestic preference) “ <i>shall not</i> ” apply.
ITT 34.2(a) ITT 34.2 (d)	<p>Evaluation will be done for Lots(contracts)</p> <p>Note:</p> <p><i>Tenders will be evaluated lot by lot.</i></p> <p><i>[If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Tender, and provided that the Tender is substantially responsive, the average or highest price (as specified in the TDS ITT 30.3) of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.]</i></p>
ITT 34.6	<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: <i>Yes</i></p> <p>(b) Deviation in payment schedule: <i>No</i></p> <p>(c) The cost of major replacement component, mandatory spare parts and service: <i>Yes</i></p>

	<p>(d) The availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the Tender: <i>Yes</i></p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment: <i>No</i></p> <p>(f) The performance and productivity of the equipment offered; <i>No</i></p>
	F. Award of Contract
ITT 42	<p>The maximum percentage by which quantities may be increased is: <i>Twenty Five Percent (25%)</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>Twenty Five Percent (25%)</i></p>
ITT 45.1	The successful Tenderer <i>shall not</i> submit the Beneficial Ownership Disclosure Form.
ITT 47.1	<p>The procedures for making a Procurement-related Complaint are detailed in the Bank’s Procurement Instructions for Recipients (Annex IV). If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, such as by email or fax), to:</p> <p style="padding-left: 40px;">For the attention: <i>Mr.R.M.S.Bandara</i> Title/position: <i>Project Director</i> Purchaser: <i>Reduction of Landslide Vulnerability by Mitigation Measures Project</i> Email address: pd.rlvmmmp@gmail.com</p> <p>In summary, a Procurement-Related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tender Documents; and 2. the Purchaser’s decision to award the contract.

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Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate Tenders and qualify Tenderers. No other factors, methods or criteria shall be used other than specified in this Tender Document.

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1. Provisions for Development of Domestic Industry (ITT 33)

Not Applicable

2. Evaluation (ITT 34)

2.1. Evaluation Criteria (ITT 34.6)

The Purchaser's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT 14.8, one or more of the following factors as specified in ITT 34.2(f) and in TDS referring to ITT 34.6, using the following criteria and methodologies.

- (a) Delivery Schedule (As per Incoterms specified in the TDS)

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 VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of 0.5% per week, will be added, for evaluation purposes only, to the tender price of Tenders offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.

- (b) Deviation in Payment Schedule

Not Applicable

- (c) Cost of major replacement components, mandatory spare parts and service.

(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 TDS ITT 16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Tender.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Tender price, for evaluation purposes only.

- (e) Life Cycle Costs

Not Applicable

- (f) Performance and productivity of the equipment:

Not Applicable

2.2. Multiple Contracts (ITT 34.4)

If in accordance with ITT 1.1, Tenders are invited for individual lots or for any combination of lots, the contract will be awarded to the Tenderer or Tenderers offering a substantially responsive Tender(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Tenderer(s) meeting the required qualification criteria for a lot or combination of lots as the case may be.

In determining Tenderer or Tenderers that offer the total lowest evaluated cost to the Purchaser for combined lots, the Purchaser shall apply the following steps in sequence:

- (a) evaluate individual lots to determine the substantially responsive Tenders and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Tenders starting from the lowest evaluated cost for the lot;
- (c) apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a Tenderer (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Tenderer; and
- (d) determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser.

2.3. Alternative Tenders (ITT 13.1)

Alternative Tenders shall not be considered.

3. Qualification (ITT 37)

3.1 Qualification Criteria (ITT 37.1)

After determining the substantially responsive Tender which offers the lowest-evaluated cost in accordance with ITT 34, and, if applicable, the assessment of any Abnormally Low-Priced Tender (in accordance with ITT 36), the Purchaser shall carry out the post-qualification of the Tenderer in accordance with ITT 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications.

- (a) If the Tenderer is a manufacturer:
 - (i) Financial Capability

The Tenderer shall submit the audited financial statements for the last 03 years (2020-2021 to 2022-2023)

(ii) Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- (i).The manufacturer should have at least ten years of experience in manufacturing, supplying and supporting the proposed brand of the equipment.
- (ii).The local supplier/Tenderers should have at least three years of experience in supplying of goods, equipment or related services, in Sri Lanka.
- (iii).The local supplier/Tenderers should have a well-equipped workshop/ service centre and skilled technical personnel for after-sales services that certified/authorized by the manufacturer.

(iii) Documentary Evidence

The Tenderer shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

The Tenderer shall submit the following additional documents (ITT Clause 11.1(j)):

- a) written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 20.3.
- b) documentary evidence in accordance with ITT Clause 16 establishing the Tenderer's eligibility to Tender;
- c) Originals of Brochure and Catalogue (Printed PDF or copies are not allowed)
- d) Manufacture Authentication in accordance with 17.2(a)
- e) List of clients within last three years (Name, Tel. No., E-mail Address & Items supplied)
- f) Registration certificate issued to the local agent/ representative by the Registrar of Companies in accordance with the Public Contracts Act No. 3 of 1987 and subsequent gazette notification

(b) If Tenderer is not a manufacturer:

If a Tenderer is not a manufacturer but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Tender Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii) and (iii) and the Tenderer shall demonstrate that it has successfully completed at least one contract of similar goods in the past 03 years.

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Letter of Tender

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Tenderer must prepare this Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

Note: All italicized text is to help Tenderers in preparing this form.

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

Tender No.: *[insert reference number/identification of the tendering process]*

Tender Name: *[insert the tender name]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Purchaser]*

- (a) **No Reservations:** We have examined and have no reservations to the Tender Document, including Addenda issued in accordance with Instructions to Tenderers (ITT 8).
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4.
- (c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITT 4.7.
- (d) **Conformity:** We offer to supply in conformity with the Tender Document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*.
- (e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*.

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*.

- (f) **Discounts:** The discounts offered and the methodology for their application are:

- (i) The discounts offered are: [*Specify in detail each discount offered.*]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts.*]
- (g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tender Document.
- (i) **One Tender per Tenderer:** We are not participating, as a Tenderer, either individually or as a Joint Venture member, in more than one Tender in this tendering process, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13.
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment or any ineligibility imposed or recognized by the Bank. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.
- (k) **State-Owned Enterprise or Institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6.*]
- (l) **Commissions, Gratuities and Fees:** We have paid, or will pay the following commissions, gratuities or fees with respect to the Tendering process or execution of the Contract: [*insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (n) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive.

- (o) **Prohibited Practice:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Prohibited Practice.
- (p) **Inspection and Audit:** We agree to permit the Bank or its representative to inspect our accounts and records and other documents relating to the tender submission and to have them audited by auditors appointed by the Bank.

Name of the Tenderer: *[insert complete name of the Tenderer]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as Tenderer.

** : Person signing the Tender shall have the power of attorney given by the Tenderer. The power of attorney shall be attached with the Letter of Tender.

Tenderer Information Form

[The Tenderer 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.]

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

Tender No.: *[insert number of tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

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1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of Joint Venture (JV), legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"> • operation on a commercial basis, • financial and managerial autonomy, • day-to-day management not controlled by the government and • not under the supervision of the Purchaser or its procuring agency.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under TDS ITT 45.1, the successful Tenderer shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

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Tenderer's Joint Venture Members Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture].

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

Tender No.: *[insert number of the tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

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1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's Joint Venture (JV) Member's name: <i>[insert JV Member's legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV Member's country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV Member's year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV Member's legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV Member's authorized representative]</i> Address: <i>[insert address of JV Member's authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV Member's authorized representative]</i> Email Address: <i>[insert email address of JV Member's authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing operation on a commercial basis; financial and managerial autonomy; day-to-day management not controlled by the government; and not under the supervision of the Purchaser or its procuring agency, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under TDS ITT 45.1, the successful Tenderer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Price Schedule Forms

*[The Tenderer shall fill in these Price Schedule Forms 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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Total Price	
-------------	--

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert Date]*

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Price Schedule: Goods Manufactured Outside the Purchaser’s Country, Already Imported*

(Group C Tenders, Goods already imported)										Date: _____	
Currencies in accordance with ITT 15										Tender No: _____	
Currencies in accordance with ITT 15										Alternative No: _____	
Currencies in accordance with ITT 15										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination, as specified in TDS in accordance with ITT 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 14.8(c)(iv)	Total Price per line item (Col. 9+10)

<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Price	

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

** [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule: Goods Manufactured in the Purchaser’s Country

Purchaser’s Country _____		(Group A and B Tenders) Currencies in accordance with ITT 15						Date: _____ Tender No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser’s Country percent of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.8(a)(ii))	Total Price per line item (Col. 6+7)

<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchaser's country as a percentage of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

Total Price						

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

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Price Schedule: Grand Summary

Date: _____

Tender No: _____

Alternative No: _____

Page N° _____ of _____

Item	Description	Total Price	Total Price	Total Price
		Currency 1*	Currency 2*	Currency __*
	Goods			
	Related Services			
	Grand Total (to Letter of Tender)			

Note: Specify currencies in accordance with ITT 15.

Tender Security (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

Tender No.: *[Purchaser to insert reference number for the Tender]*

Alternative No.: *[Insert identification No if this is a Tender for an alternative]*

Date: *[Insert date of issue]*

TENDER GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____ under Tender No. _____.

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's Tender Document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary

in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the tender process; or (ii) twenty-eight days after the end of the Tender Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

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

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Tender-Securing Declaration

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Tender No.: *[number of the tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering or submitting proposals in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of tender validity specified in the Letter of Tender; or
- (b) having been notified of the acceptance of our Tender by the Purchaser during the period of tender validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender-Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer* _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer** _____

Title of the person signing the Tender _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** : Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender.

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.]

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Manufacturer's Authorization

[The Tenderer 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 Tenderer shall include it in its Tender, if so indicated in the TDS.]

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

Tender No.: *[insert number of the tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

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 Tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions 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]*

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

Section V - Eligible Countries

**Eligibility for the Provision of Goods, Works and Non-Consulting Services in
Bank-Financed Procurement**

In reference to ITT 4.8 and ITT 5.1, for the information of the Tenderers, at the present time firms, goods and services from the following countries are excluded from this Tender process:

Under ITT 4.8(a) and ITT 5.1: *“none”*

Under ITT 4.8(b) and ITT 5.1: *“none”*

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Section VI – Prohibited Practices**(Section VI shall not be modified)**

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
2. Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:
 - (a) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party.
 - (b) **“Collusive practice”** means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - (c) **“Corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - (d) **“Fraudulent practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (e) **“Misuse of resources”** means improper use of the Bank’s resources, carried out either intentionally or through reckless disregard.
 - (f) **“Obstructive practice”** means any of the following practices: (i) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information.
 - (g) **“Theft”** means the misappropriation of property belonging to another party.
3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank’s Policy on Prohibited Practices. Suppliers, contractors, service providers and consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of the Bank’s Procurement Instructions for Recipients, as well as the Recipient shall fully cooperate with the Bank (or a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank’s Procurement Instructions for Recipients) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the

Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.

4. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.
5. If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients):
 - (a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:
 - (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its subconsultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and
 - (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or implementation of the contract in question; and
 - (b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring tenderers, suppliers and contractors and their subcontractors, agents, personnel, consultants, service providers or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) to inspect all accounts, records and other documents relating to the submission of tenders and contract performance, and to have them audited by auditors appointed by the Bank.

PART 2 – Supply Requirements

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Section VII - Schedule of Requirements

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1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [<i>to be provided by the Tenderer</i>]
Lot 01	Procurement of Laboratory Equipment I						
1.1	Automatic Proctor/ CBR Compactor Machine	1	Nos.	National Building Research Organisation	84 days	112 days	
1.2	Triple Motion Sieve Shaker (Motor Operated)	1	Nos.	National Building Research Organisation	84 days	112 days	
1.3	Riffle Box (Sampling Splitter for ABC)	1	Nos.	National Building Research Organisation	84 days	112 days	
1.4	Riffle Box (Sampling Splitter for Soil)	1	Nos.	National Building Research Organisation	84 days	112 days	
1.5	Field Density Test Apparatus	2	Nos.	National Building Research Organisation	84 days	112 days	
1.6	General Purpose Laboratory Oven 100 Lit (110 °C)	1	Nos.	National Building Research Organisation	84 days	112 days	
1.7	Analytical Top Pan Balance	1	Nos.	National Building Research Organisation	84 days	112 days	
1.8	Vacuum pump (Laboratory Type)	2	Nos.	National Building Research Organisation	84 days	112 days	
1.9	Woven Wire Mesh Sieves Set (BS)	4	Nos.	National Building Research Organisation	84 days	112 days	
1.10	Woven Wire Mesh Sieves Set (ASTM)	4	Nos.	National Building Research Organisation	84 days	112 days	
1.11	Balance -50kg	1	Nos.	National Building Research Organisation	84 days	112 days	
1.12	Balance -100 kg	1	Nos.	National Building Research Organisation	84 days	112 days	

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [<i>to be provided by the Tenderer</i>]
1.13	Automatic sample extruder	1	Nos.	National Building Research Organisation	84 days	112 days	
1.14	High speed stirrer	1	Nos.	National Building Research Organisation	84 days	112 days	
1.15	Dynamic Cone Penetrator	1	Nos.	National Building Research Organisation	84 days	112 days	
Lot 02	Procurement of Laboratory Equipment II						
2.1	Inductively Coupled Plasma Optical Emission Spectrophotometer (ICP-OES)	1	Nos.	National Building Research Organisation	84 days	112 days	
Lot 03	Procurement of Laboratory Equipment III						
3.1	Microwave Digester	1	Nos.	National Building Research Organisation	84 days	112 days	
Lot 04	Procurement of Laboratory Equipment IV						
4.1	Hydraulic Servo Powered Universal Testing Machine 100kN capacity	1	Nos.	National Building Research Organisation	84 days	112 days	

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [to be provided by the Tenderer]
4.2	Humidity cabinet	1	Nos.	National Building Research Organisation	84 days	112 days	
4.3	Thermal Resistance conductivity measuring machine (Heat Flow Meter)	1	Nos.	National Building Research Organisation	84 days	112 days	
4.4	Cement curing cabinet	1	Nos.	National Building Research Organisation	84 days	112 days	
4.5	Curing Bath- Cement & Mortar	1	Nos.	National Building Research Organisation	84 days	112 days	
4.6	Cover Meter with Corrosion Potential Tester	1	Nos.	National Building Research Organisation	84 days	112 days	
4.7	Concrete Test Hammer	2	Nos.	National Building Research Organisation	84 days	112 days	
4.8	Ultrasonic Pulse Velocity Testing equipment	1	Nos.	National Building Research Organisation	84 days	112 days	
4.9	Rebar Scanner	1	Nos.	National Building Research Organisation	84 days	112 days	
4.10	Distance Meter	6	Nos.	National Building Research Organisation	84 days	112 days	
4.11	Self levelling assignment laser	3	Nos.	National Building Research Organisation	84 days	112 days	
Lot 05	Procurement of Camera & Printer						
5.1	Camera	4	Nos.	National Building Research Organisation	84 days	112 days	

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [to be provided by the Tenderer]
5.2	Multi-function printing solution	1	Nos.	National Building Research Organisation	84 days	112 days	
Lot 06	Procurement of Generator system						
6.1	Generator System 400 kVA	1	Nos.	National Building Research Organisation	84 days	112 days	
Lot 07	Procurement of Mounting Tables & Accessories I						
7.1	Centre work stainless table	1	Nos.	National Building Research Organisation	84 days	112 days	
7.2	Anti Vibrational Table	1	Nos.	National Building Research Organisation	84 days	112 days	
7.3	Levelling Table - I	1	Nos.	National Building Research Organisation	84 days	112 days	
7.4	Working table	1	Nos.	National Building Research Organisation	84 days	112 days	
7.5	Glassware cabinet	1	Nos.	National Building Research Organisation	84 days	112 days	
7.6	Chemical storage	1	Nos.	National Building Research Organisation	84 days	112 days	
7.7	Levelling Table - II	1	Nos.	National Building Research Organisation	84 days	112 days	
7.8	Centre work Levelling Table	1	Nos.	National Building Research Organisation	84 days	112 days	

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [<i>to be provided by the Tenderer</i>]
Lot 08	Procurement of Mounting Tables & Accessories II						
8.1	Laboratory benches with chairs	1	Item	National Building Research Organisation	84 days	112 days	

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Training for each item on Operation, demonstration, handling and maintenance of Lot 01, Lot02, Lot 03, Lot 04, Lot 05, Lot 06, Lot 07 & Lot 08	04 for a lot	Persons	Colombo	Within 14 days of latest delivery date

3.Detailed Technical Specifications and Standards

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
Lot 1 - Procurement of Laboratory Equipment I					
1.1	Automatic Proctor / CBR Compactor Machine				
1.1.1	Make	<i>To be specified</i>			
1.1.2	Model	<i>To be specified</i>			
1.1.3	Country of Origin	<i>To be specified</i>			
1.1.4	Manufacturer	<i>To be specified</i>			
1.1.5	Country of Manufacturer	<i>To be specified</i>			
1.1.6	Specification:	<p>Complied standard BS & ASTM Digital Programmable automatic proctor/CBR compactor, complete with rammers for both standard 50mm diameter. Able to perform test selected standards ASTM & BS and mould size and test automatically proceed. The display should show current state of the test in real time. The end of each layer compaction is indicated by a visual and acoustic signal. Other feathers: -User defined compaction sequence for research work. -Microprocessor Controlled -Hand held digital control panel -Display in English. -The compactor machine should be fitted in noise reduction factory installed cabinet. -The control panel is to be fitted to the control panel and safety switch to be fitted to the cabinet door.</p>			
1.1.7	General	<p>-Catalogue for the equipment should be submitted with the offer. -O & M manual and necessary calibration charts should be provided (Original). Language for all manuals should be in English (Original) -Local Agent</p>			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		<p>Should be accredited/authorized/reputed company agent of the principles who should be capable of carrying out preventive maintenance works, regular supply of spare parts and other related works for proper operation of machine. A copy of the power of attorney with a list of users in Sri Lanka for the offered model should be annexed with the offer.</p> <p>-Warranty The successful tenderer should be required to guarantee the machinery & equipment for a period of 24 months from the date of supply and acceptance of goods by the purchaser. All defects on manufacturer found in the machine during the warranty period should be made good by the supplier at his sole expense with no cost to the purchaser.</p> <p>-General Tenderer shall provide proof of carrying out service repair in the workshop and shall have fully equipped workshop facility with dedicated tool to carry out repairs during the warranty period and after the warranty period efficiently. Shall attached service facility structure and list of workshop facility. -After sales service, tenderer shall carry sufficient mandatory spares in stock</p>			
1.2	Triple Motion Sieve Shaker (Motor Operated)				
1.2.1	Make	<i>To be specified</i>			
1.2.2	Model	<i>To be specified</i>			
1.2.3	Country of Origin	<i>To be specified</i>			
1.2.4	Manufacturer	<i>To be specified</i>			
1.2.5	Country of Manufacturer	<i>To be specified</i>			
1.2.6	Specification:	<ul style="list-style-type: none"> - Compatible to ASTM & BS Standard - Motorized Sieve Shaker for sieves up to 315mm diameter - Upper and lower cross heads are able to adjust and firmly lock to the different size of sieves. - It must include 30-minute timer and a continuous –stop timer operation switch. - Should be able to set up sieves at a time (capacity): 			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		<ul style="list-style-type: none"> - Ten 200mm sieves plus pan and cover - Eight 250mm sieves plus pan and cover - Six 300 or 315mm sieves plus pan and cover - Maximum sample weight – 1500g to 4500g - Orbital action – 327 oscillations per minute (Approximately) - Jarring action – 40 Vertical blows per minute - Power – 230V, 50Hz, 1ph - Dimensions – 540 x 372 x1013 mm (Approximately) Weight – 75 Kg (Approximately) 			
1.2.7	General	<ul style="list-style-type: none"> - Catalogue for the equipment should be submitted with the offer. - O & M manual and necessary calibration charts should be provided (Original). - Language for all manuals should be in English (Original) -Local Agent - Should be accredited/authorized/reputed company agent of the principles who should be capable of carrying out preventive maintenance works, regular supply of spare parts and other related works for proper operation of machine. A copy of the power of attorney with a list of users in Sri Lanka for the offered model should be annexed with the offer. -Warranty - The successful tenderer should be required to guarantee the machinery & equipment for a period of 24 months from the date of supply and acceptance of goods by the purchaser. All defects on manufacturer found in the machine during the warranty period should be made good by the supplier at his sole expense with no cost to the purchaser. -General - Tenderer shall provide proof of carrying out service repair in the workshop and shall have fully equipped workshop facility with dedicated tool to carry out repairs during the warranty period and after the warranty period efficiently. Shall attached service facility structure and list of workshop facility. - After sales service, tenderer shall carry sufficient mandatory spares in stock 			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		<ul style="list-style-type: none"> - The supplied machine should be match with manufacturer's current standard/ model and should be brand new one. - Deliver, installation and commissioning of machine should be provided by the supplier Operation training be provided by the supplier. 			
1.3	Riffle Box (Sampling Splitter for ABC)				
1.3.1	Make	<i>To be specified</i>			
1.3.2	Model	<i>To be specified</i>			
1.3.3	Country of Origin	<i>To be specified</i>			
1.3.4	Manufacturer	<i>To be specified</i>			
1.3.5	Country of Manufacturer	<i>To be specified</i>			
1.3.6	Specification:	<ul style="list-style-type: none"> - Complete with 3 rigid metal containers and conforming to BS812, BS1377 & ASTM - Maximum Particle Size –40mm - Slot width -50mm - Number of slots – 8 - Weight approximately-22-25kg 			
1.4	Riffle Box (Sampling Splitter for Soil)				
1.4.1	Make	<i>To be specified</i>			
1.4.2	Model	<i>To be specified</i>			
1.4.3	Country of Origin	<i>To be specified</i>			
1.4.4	Manufacturer	<i>To be specified</i>			
1.4.5	Country of Manufacturer	<i>To be specified</i>			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
1.4.6	Specification:	<ul style="list-style-type: none"> - Complete with 3 rigid metal containers and conforming to BS812, BS1377 & ASTM - Maximum Particle Size –20mm - Slot width -30mm - Number of slots – 10 - Weight approximately-15-20kg 			
1.5	Field Density Test Apparatus				
1.5.1	Make	<i>To be specified</i>			
1.5.2	Model	<i>To be specified</i>			
1.5.3	Country of Origin	<i>To be specified</i>			
1.5.4	Manufacturer	<i>To be specified</i>			
1.5.5	Country of Manufacturer	<i>To be specified</i>			
1.5.6	Specification:	<ul style="list-style-type: none"> - Complied Standard-AASHTO T 191, ASTM D 1556 - The equipment consist of steel double metal cone assembly dia.6 1/2” (165mm) with valve ,02 nos of plastic jars (5lt.capacity),metal base plate with center hole, cadmium plate for rust protection. - Diemension:300mm x300mmx 600mm density plate - Net weight: 4kg (approximately) - Accessories: In place density accessory kit. Sand cone density test sand (1bag, approximately 25kg) 			
1.5.7	Warranty	Warranty at least 01 year			
1.5.8	After Sale Services	Required			
1.5.9	Manuals	Operational manual / catalogue to be provided in English language, calibration charts should be provided (Original).			
1.5.10	Training	Basic introduction to be provided regarding the installation work			
1.6	General Purpose Laboratory Oven 100 Lit (110 °C)				
1.6.1	Make	<i>To be specified</i>			
1.6.2	Model	<i>To be specified</i>			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
1.6.3	Country of Origin	<i>To be specified</i>			
1.6.4	Manufacturer	<i>To be specified</i>			
1.6.5	Country of Manufacturer	<i>To be specified</i>			
1.6.6	Specification:	<ul style="list-style-type: none"> - Complied Standard - BS 1377 & ASTM - Capacity- 100Lit - Temperature Range- Ambient \pm 40c-250c - Temperature Fluctuation \pm 0.75c - Aluminum clad steel chamber - Calibrated dial thermostat - Convection by fan circulation - Digital dual display controller - Dimension 440 x 430 x 510 mm (approx.) 220-240v, 50-60 Hz 			
1.6.7	Warranty	Warranty at least 01 year			
1.6.8	After Sale Services	Required			
1.6.9	Manuals	Operational manual / catalogue to be provided in English language,			
1.6.10	Training	Basic introduction to be provided regarding the installation/operation work			
1.7	Analytical Top Pan Balance				
1.7.1	Make	<i>To be specified</i>			
1.7.2	Model	<i>To be specified</i>			
1.7.3	Country of Origin	<i>To be specified</i>			
1.7.4	Manufacturer	<i>To be specified</i>			
1.7.5	Country of Manufacturer	<i>To be specified</i>			
1.7.6	Specification:	<ul style="list-style-type: none"> - Complied Standard-BS & ASTM - Weighing range - 3000g - Readability - 0.01g - Tare range - 3000g 			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		<ul style="list-style-type: none"> - Pan Dimension - 190x205 mm - Power - 220v,50Hz,1ph - Stainless steel weighing surface LCD Display 			
1.7.7	Warranty	Warranty at least 01 year			
1.7.8	After Sale Services	Required			
1.7.9	Manuals	Operational manual / catalogue to be provided in English language, calibration charts should be provided (Original).			
1.7.10	Training	Basic introduction to be provided regarding the installation /Operation work			
1.8	Vacuum pump (Laboratory Type)				
1.8.1	Make	<i>To be specified</i>			
1.8.2	Model	<i>To be specified</i>			
1.8.3	Country of Origin	<i>To be specified</i>			
1.8.4	Manufacturer	<i>To be specified</i>			
1.8.5	Country of Manufacturer	<i>To be specified</i>			
1.8.6	Specification:	<ul style="list-style-type: none"> - Rotary vein type with anti-return valve prevents oil flow back, suitable for general laboratory applications, over temperature motor protection cut-out and main on/off switch. - High flow rates even at vacuum approaching to ultimate vacuum - Vacuum tight at switch off, large oil volume: long intervals between oil changes. - Analogue vacuum gauge, exhaust filter and ballast, low noise level, portable with lifting handle - Ultimate vacuum: approximately 3x10⁻¹ mbar - Flow rate: approximately 2.8m³/hr - Inlet O.D: approximately 15mm - Outlet O.D: approximately 12mm - Power: 220/240V, 50Hz - Dimension approximately (L x W x H) :320 x 125 x 190 mm - Weight: approximately 10 Kg - Other: 			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		<ul style="list-style-type: none"> - Related accessories and components - After sale Services - Catalog/Manuals pump oil for vacuum pump 			
1.8.7	Warranty	Warranty at least 01 year			
1.8.8	After Sale Services	Required			
1.8.9	Manuals	Operational manual / catalogue to be provided in English language,			
1.8.10	Training	Basic introduction to be provided regarding the installation/operation work			
1.9	Woven Wire Mesh Sieves Set (BS)				
1.9.1	Make	<i>To be specified</i>			
1.9.2	Model	<i>To be specified</i>			
1.9.3	Country of Origin	<i>To be specified</i>			
1.9.4	Manufacturer	<i>To be specified</i>			
1.9.5	Country of Manufacturer	<i>To be specified</i>			
1.9.6	Specification:	<ul style="list-style-type: none"> - Complied Standard-BS - Confirming BS 410, 200 mm frame diameter in following aperture size 63 µm 106 µm 150 µm 212 µm 300 µm 425 µm 600 µm 1.18 mm 2.00 mm 4.75 mm 6.3 mm 20 mm <p>Sieves to be manufactured from stainless steel mesh and to be supplied with lid receiver and 3 Nos. nylon double ended sieve brushes for each sieve set.</p>			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
1.9.7	Warranty	Warranty at least 01 year			
1.10	Woven Wire Mesh Sieves Set (ASTM)				
1.10.1	Make	<i>To be specified</i>			
1.10.2	Model	<i>To be specified</i>			
1.10.3	Country of Origin	<i>To be specified</i>			
1.10.4	Manufacturer	<i>To be specified</i>			
1.10.5	Country of Manufacturer	<i>To be specified</i>			
1.10.6	Specification:	- Confirming AASHTO, ASTM E11, 200 mm frame diameter in following aperture size - Complied Standard ASTM 75 µm 106 µm 150 µm 212 µm 300 µm 425 µm 600 µm 850 µm 1.18 mm 2.00 mm 4.75 mm 6.3 mm 9.50 mm 11.2 mm 19 mm 25 mm 37.5 mm 50 mm 63 mm 75 mm Sieves to be manufactured from stainless steel mesh and to be supplied with lid receiver and 2 Nos. nylon double ended sieve brushes for each sieve set			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
1.10.7	Warranty	Warranty at least 01 year			
1.11	Balance – 50 kg				
1.11.1	Make	<i>To be specified</i>			
1.11.2	Model	<i>To be specified</i>			
1.11.3	<i>Country of Origin</i>	<i>To be specified</i>			
1.11.4	Manufacturer	<i>To be specified</i>			
1.11.5	Country of Manufacturer	<i>To be specified</i>			
1.11.6	Specification:	<ul style="list-style-type: none"> - Complied standard BS and ASTM - Top loading balance dual range model - To be use in laboratory as well as in the field under any environmental condition. - Having capacity to measure up to 60 kg with accuracy to 1g top loading balance with automatic changeover of scale sensitivity with immediate zeroing and tare - Voltage - 220-240v - Single phase 50 Hz, approx. - Pan dimension 450mm x 600mm approx. - Weight 6 - 7.5kg - Mains & rechargeable battery operated (Battery pack to be included) Supply with calibration certificates			
1.11.7	Warranty	At least 02 years			
1.11.8	After Sale Service	Required			
1.11.9	Manuals	Operational manual / catalogue to be provided in English language			
1.12	Balance – 100 kg				
1.12.1	Make	<i>To be specified</i>			
1.12.2	Model	<i>To be specified</i>			
1.12.3	<i>Country of Origin</i>	<i>To be specified</i>			
1.12.4	Manufacturer	<i>To be specified</i>			
1.12.5	Country of Manufacturer	<i>To be specified</i>			
1.12.6	Specification:	- Complied standard BS and ASTM			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		<ul style="list-style-type: none"> - Top loading balance dual range model - To be use in laboratory as well as in the field under any environmental condition. - Having capacity to measure up to 120 kg with accuracy to 1g top loading balance with automatic changeover of scale sensitivity with immediate zeroing and tare - Voltage - 220-240v - Single phase 50 Hz, approx. - Pan dimension 450mm x 600mm approx., mat finish stainless steel - Weight 7 - 10kg - Mains & rechargeable battery operated (Battery pack to be included) Supply with calibration certificates			
1.12.7	Warranty	At least 02 years			
1.12.8	After Sale Service	Required			
1.12.9	Manuals	Operational manual / catalogue to be provided in English language			
1.13	Automatic Sample Extruder				
1.13.1	Make	<i>To be specified</i>			
1.13.2	Model	<i>To be specified</i>			
1.13.3	Country of Origin	<i>To be specified</i>			
1.13.4	Manufacturer	<i>To be specified</i>			
1.13.5	Country of Manufacturer	<i>To be specified</i>			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
1.13.6	Specification:	<ul style="list-style-type: none"> - Complied Standard - BS 1377 or ASTM - Suitable for extruding undisturbed soil samples in Shelby tubes & other at various levels of compactness. - Maximum 60Kn capacity - Motor operated - Horizontal and vertical positions extrusion - Maximum ram stroke 900-1000mm - V shape plate tray to keep the samples either in vertical or horizontal position - Dimension approximately 2700 x 400x 1100mm (In horizontal position) - Weight 160kg - Adaptors for the extruding 100mm, 70mm, 50mm& 38mm size tubes. - Voltage 220-240v, 50-60 Hz, 1ph - 			
		<p>Catalogue for the equipment should be submitted with the offer. -O & M manual and necessary calibration charts should be provided (Original). Language for all manuals should be in English (Original) -Local Agent Should be accredited/authorized/reputed company agent of the principles who should be capable of carrying out preventive maintenance works, regular supply of spare parts and other related works for proper operation of machine. A copy of the power of attorney with a list of users in Sri Lanka for the offered model should be annexed with the offer. -Warranty The successful tenderer should be required to guarantee the machinery & equipment for a period of 24 months from the date of supply and acceptance of goods by the purchaser. All defects on manufacturer found in the machine during the warranty period should be made good by the supplier at his sole expense with no cost to the purchaser. -General Tenderer shall provide proof of carrying out service repair in the workshop and shall have fully equipped workshop facility with dedicated tool to carry out repairs during the warranty period and after the warranty period</p>			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		efficiently. Shall attached service facility structure and list of workshop facility. -After sales service, tenderer shall carry sufficient mandatory spares in stock -The supplied machine should be match with manufacturer's current standard/ model and should be brand new one. -Deliver, installation and commissioning of machine should be provided by the supplier -Operation training be provided by the supplier			
1.14	High speed stirrer				
1.14.1	Specification:	-Should comply to BS 1377, ASTM D422, AASHTO T88 -11000 rpm -With Cup and baffle -230 V,50-60 Hz,1 ph.			
1.15	Dynamic Cone Penetrometer				
	Specification:	-Should comply to TRL, ASTM D 6951-03 -Drop sliding hammer -8 kg weight, 575mm drop height -Penetration rod with 60 degrees cone, 20mm dia. Qty 2 -Assembly Spanners Qty 2 -Assembly Tommy Bar -Hammer Assembly with Guide Rod -Penetration Measure -Footplate Assembly -Thread lock Adhesive -Impact anvil with driving rod -Dimensions-1210x340x190 mm -Weight-29 kg approx.			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
Lot 2 - Procurement of Laboratory Equipment II					
2.1	Inductively Coupled Plasma Optical Emission Spectrometer with Auto Sampler				
2.1.1	Country of origin	To be specified			
2.1.2	Manufacture	To be specified			
2.1.3	Manufacturer's Authorization Letter	The letter from the manufacturer should be attached			
2.1.4	Make/Model	To be specified			
2.1.5	Warranty period	Two years from the date of installation and commissioning			
2.1.6	Spare parts availability	At least for 10 years			
2.1.7	After-sale service	Should be able to sign the maintenance agreement for a period of five years after termination of warranty period (minimum)			
Spectrometer Specifications					
2.2.1	The system mainframe	Benchtop			
2.2.2	System startup time	Should be specified from cold mode			
2.2.3	System type	Should be a simultaneous dual-view model			
2.2.4	Pump	Minimum three channels and 10 rollers peristaltic pump with variable speed (0-80 rpm) or better			
2.2.5	Sample introduction	The plug-and-play torch has the capability to automatically align the torch and connect gas lines and hydrofluoric acid resistance.			
		An extra quartz torch should be supplied			
2.2.6	Gas operation Detector	Gases should be non-reactive, less consumption of required gases when the instrument is idle and in analysis mode, and fully computer-controlled plasma related gas flows			
		Plasma gas should have a mass flow control in the range of 0-20 L/min or better			
		Auxiliary gas should have a mass flow controller in the range of 0-2 L/min or better			
		Nebulizer gas should have a mass flow controlled in the range of 0-1.5 L/min or better			
2.2.7	Detector	Continuous wavelength coverage CCD or CID detector			
2.2.8	Wavelength range	170-750 nm			

Item No.	Features	Required Specification.	Tenderer's Specifications																														
			Tenderer's Response		If 'No', Comments on the offer																												
			Yes	No																													
2.2.9	Linear concentration range	Minimum 0.5 ppb-10 ppm (minimum 30 elements)																															
2.2.10	Resolution	<0.008 nm at 200 nm																															
2.2.11	Spectral bandpass	< 9 pm at 200 nm																															
2.2.12	<p>Minimum detection limits (MDL) of elements for water and wastewater.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Element</th> <th>MDL (µg/L)</th> <th>Element</th> <th>MDL (µg/L)</th> </tr> </thead> <tbody> <tr> <td>As</td> <td>0.5-1.0</td> <td>Cu</td> <td>0.5-1.0</td> </tr> <tr> <td>Pb</td> <td>0.5-1.0</td> <td>Zn</td> <td>0.1-0.5</td> </tr> <tr> <td>Cd</td> <td>0.1-0.5</td> <td>Al</td> <td>0.1-0.5</td> </tr> <tr> <td>Hg</td> <td>0.1-0.5</td> <td>Mn</td> <td>0.1-0.5</td> </tr> <tr> <td>Se</td> <td>0.5-1.0</td> <td>Ca</td> <td>0.1-0.5</td> </tr> <tr> <td>Cr</td> <td>0.5-1.0</td> <td>Mg</td> <td>0.1-0.5</td> </tr> </tbody> </table> <p>Attach reliable references from the manufacturer's literature</p>		Element	MDL (µg/L)	Element	MDL (µg/L)	As	0.5-1.0	Cu	0.5-1.0	Pb	0.5-1.0	Zn	0.1-0.5	Cd	0.1-0.5	Al	0.1-0.5	Hg	0.1-0.5	Mn	0.1-0.5	Se	0.5-1.0	Ca	0.1-0.5	Cr	0.5-1.0	Mg	0.1-0.5			
Element	MDL (µg/L)	Element	MDL (µg/L)																														
As	0.5-1.0	Cu	0.5-1.0																														
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Se	0.5-1.0	Ca	0.1-0.5																														
Cr	0.5-1.0	Mg	0.1-0.5																														
2.2.13	Capable of analyzing samples	Facility to detect heavy metals in aqueous, acid, and organic samples; Se, As, and Hg in environmental samples and capability of handling samples with hydrofluoric acid (HF)																															
2.2.14	Sample preparation	Ability to handle sample with minimum sample preparation; attach reliable sample preparation notes/ manufacturer's literature																															
2.2.15	Software	It should be user-friendly with easy method development, auto shut down capability, if the instrument is in idle mode for a long time, the ability to automatically configure instrument ongoing states and take safety actions if necessary, the facility to control user privileges, and report generation capability																															
		Element analysis method templates with predefined measurement procedures should be available with the software																															
		The Software should be based on the Windows operating system and should provide information on all instrument functions including plasma ignition, gas flows, viewing position, and monitoring of safety interlocks																															
		A Wavelength library with the indication of the preferred line for each element should be available																															

Item No.	Features	Required Specification.	Tenderer's Specifications																																						
			Tenderer's Response		If 'No', Comments on the offer																																				
			Yes	No																																					
2.2.16	Software-Cont.	Should give information on possible interference when selecting wavelength for analysis																																							
		A data export facility should be available for simple reporting of relevant results and transfer of data to Microsoft Excel																																							
2.2.17	Autosampler	Minimum 100 vial positions with 15 mL-50 mL tubes (tubes should be provided – minimum 500 pieces of 15 mL and 50 mL tubes from each) and minimum 3 washing containers (washing containers should be supplied with instrument)																																							
2.2.18	Power	230V, 50Hz, Single phase; Supply with 10kV UPS system with voltage stabilizer with 15 minutes power backup period																																							
2.2.19	Chemicals and consumables (Should quote separately)	1000 ± 0.5 mg/L solutions (Separate or Mixed)																																							
		<table border="0"> <tr> <td>B</td> <td>Be</td> <td>Na</td> <td>K</td> <td>Mg</td> <td>Ca</td> </tr> <tr> <td>Ba</td> <td>Sr</td> <td>Sc</td> <td>Ti</td> <td>V</td> <td>Cr</td> </tr> <tr> <td>Mn</td> <td>Fe</td> <td>Co</td> <td>Ni</td> <td>Cu</td> <td>Zn</td> </tr> <tr> <td>Mo</td> <td>Ag</td> <td>Cd</td> <td>Pt</td> <td>Au</td> <td>Hg</td> </tr> <tr> <td>Al</td> <td>Ga</td> <td>Si</td> <td>Ge</td> <td>Sn</td> <td>Pb</td> </tr> <tr> <td>As</td> <td>Sb</td> <td>Bi</td> <td>Se</td> <td></td> <td></td> </tr> </table>	B	Be	Na	K	Mg	Ca	Ba	Sr	Sc	Ti	V	Cr	Mn	Fe	Co	Ni	Cu	Zn	Mo	Ag	Cd	Pt	Au	Hg	Al	Ga	Si	Ge	Sn	Pb	As	Sb	Bi	Se					
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Al	Ga	Si	Ge	Sn	Pb																																				
As	Sb	Bi	Se																																						
Trace analysis grade Nitric acid (2.5 L) 5 nos. should be supplied with the instrument																																									
		500 nos. of Nylon filters (0.45 µm, 25 mm) should be supplied																																							
2.2.20	Water Chiller	should be supplied with the instrument (If not applicable please specify clearly)																																							
2.2.21	Spare kit (Should quote separately)	Additional sampling introduction kits including nebulizer, spray chamber, torch, and tubing should be supplied																																							
2.2.22	Computer and Printer	Computer (i5, 8GB RAM, 500 GB hard drive), monitor (24 Inch), and printer (color) and genuine versions of OS should be supplied along with the instrument																																							
2.2.23	Peripherals	Corresponding gas regulators of high quality, Gas purification traps, gas lines, and Separate exhaust vents for ICP-OES and Autosampler.																																							

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
2.2.24	Peripherals-gas	Ability to attach a minimum of 3 argon gas cylinders with the instrument at once and ability to handle (mount and remove from the line) gas cylinders separately- (Argon changeover). The whole gas line and exhaust system should be installed by the instrument supplier			
2.2.25	Documentary Evidence	Factory-tested certificates (Whole system), Authentic samples traceability certificates, Service agreements, and Safety compliance sheets should be provided			
2.2.26	Training	In-house training for a minimum of 5 days for instrument operation, applications, and troubleshooting should be included and clarified clearly			
2.2.27	Other	Data acquiring and data processing software should be user-friendly and compatible with Windows OS (Windows 7, Windows 8, and Windows 10) and Microsoft Office package			
		Customized reports can be generated with data processing software			
		QA/QC system should be with data acquiring and data processing software			
		Consumable spares for one year should be provided.			
		Spare parts availability for at least 10 years from the installation date is essential.			
		A hardbound operational manual should be provided.			
		Original or Printed literature should be attached to the tender document. All the requested specs should be highlighted and numbered for easy reference. If this is not available tender will be rejected			
		If the requested specs are not available on the broacher Manufacturer should confirm the availability of the features on his letterhead.			
Bidders should have established after-sales service and a minimum of 3 years of experience supplying and maintaining similar instruments (ICP-OES or ICP-MS).					
Bidder should have a minimum of 1 ICP-OES installation in Sri Lanka in operation condition. Supplied instrument list should be attached to the tender document. The type of instrument supplied, institute name, and end-user with contact details should be clearly mentioned in the instrument list.					

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		Dimensions of installation site and instrument should be specified			
		Operating temperature and humidity should be specified clearly			
		The system must be factory tested and a certificate should be provided			
		Troubleshooting and analyzing techniques should be given by application and technical experts			
Lot 3 - Procurement of Laboratory Equipment III					
3.1	Microwave Digester				
3.1.1	Country of origin	To be specified			
3.1.2	Manufacture	To be specified			
3.1.3	Manufacturer's Authorization Letter	The letter from the manufacturer should be attached			
3.1.4	Make/Model	To be specified			
3.1.5	Warranty period	Two years from the date of installation and commissioning			
3.1.6	Spare parts availability	At least for 10 years			
3.1.7	After-sale service	Should be able to sign the maintenance agreement for a period of five years after termination of warranty period (minimum)			
3.1.8	Microwave power	Should be adjustable (0-2000 W)			
3.1.9	Number of vessels	12 Nos. or 24 Nos. in a rotor (Price should be given separately)			
3.1.10	Material of vessels	TFM or PTFE			
3.1.11	Warranty of vessels	Should be specified (will be added qualification)			
3.1.12	The internal volume of vessels	40 mL or better			
3.1.13	Maximum fill volume	30 mL or better			
3.1.14	Minimum sample weight to be handled	1000 mg for inorganic 250 mg for organic			
3.1.15	Maximum Working Temperature	250 °C or better			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
3.1.16	Temperature Accuracy	± 0.1 °C			
3.1.17	Temperature Monitoring	Should be contactless IR sensor monitoring			
3.1.18	Temperature Control	All vessels should be controlled			
3.1.19	Pressure Range	0- 40 bar or better			
3.1.20	Pressure Monitoring	Should be contactless sensor monitoring			
3.1.21	Pressure Control	All vessels should be controlled			
3.1.22	Rotor	360° Continuous rotation			
3.1.23	Display	Fully touch-controlled display			
3.1.24	Power	230V, 50Hz, Single phase			
3.1.25	Consumables	Should be provided with an extra set of digestion tubes/Vessels			
3.1.26	Literature	Should be attached reliable application notes for high organic sample handling, and other samples with significant matrix effects.			
3.1.27	Safety	Should be complied with relevant compliances.			
3.1.28	Training	In-house training for a minimum of 2 days for instrument operation, applications, and troubleshooting should be included and clarified clearly			
3.1.29	Other requirements	Consumable spares for one year should be provided.			
		Spare parts availability for at least 10 years from the installation date is essential.			
		A hardbound operational manual should be provided.			
		Original or Printed literature should be attached to the tender document. All the requested specs should be highlighted and numbered for easy reference. If this is not available tender will be rejected			
		If the requested specs are not available on the broacher manufacturer should confirm the availability of the features on his letterhead.			
		Bidder should have a minimum of 1 system installation in Sri Lanka in operation condition. Supplied instrument list should be attached to the tender document. The type of instrument supplied, institute name. and end-user with contact details should be clearly mentioned in the instrument list			
		Dimensions of installation site and instrument should be specified			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		Operating temperature and humidity should be specified clearly			
		The system must be factory tested and a certificate should be provided			
		Troubleshooting and analyzing techniques should be given by application and technical experts			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
Lot 4 - Procurement of Laboratory Equipment IV					
4.1	Hydraulic Servo Powered Universal Testing Machine 100kN capacity				
4.1.1	Country of Origin	To be specified			
4.1.2	Warranty Period	03 years			
4.1.3	After sale service	Required			
4.1.4	Manufacture	To be specified			
4.1.5	Made	To be specified			
4.1.6	Model name	To be specified			
4.1.7	Measuring Range	0.01kN- 100kN			
4.1.8	Purpose	100kN Universal Tensile Testing Machine For testing building materials such as rebar- 1-10mm dia., Plastic, PVC, Fiber, Geo Textile, Wires, Rope, Films, high tensile wires, polythene sheet, mild sheet wire, copper and aluminum wires, plant roots etc.			
4.1.9	Load Cell Standard	ISO 376 Class: 01			
4.1.10	Machine Standards	EN 10080, ISO 15630-1; EN ISO 6892-1; ASTM A370, E8 ISO 10319:2015			
4.1.11	Tensile Load Capacity	100 kN			
4.1.12	Compression Load Capacity	100 kN			
4.1.13	Load Accuracy	± 1% or less on Full Scale			
4.1.14	Deformation Accuracy	± 1% or less on Full Scale			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
4.1.15	Minimum Cross Head Moving Speed	300 mm/min			
4.1.16	Test Speed	Range 0 to 150 mm/min			
4.1.17	Total displacement of Frame	200 to 250 mm			
4.1.18	Tensile testing Space	20mm to 700 mm			
4.1.19	Load Frame Height	To be specified			
4.1.20	Operating power supply	3ph/400V/50 Hz			
4.1.21	Distance between of the columns	500mm to 600 mm			
4.1.22	Hydraulic grip Jaws for flat specimen	250 µm to 12 mm			
4.1.23	Hydraulic grip Jaws for round specimen	1mm-10mm			
4.1.24	Load Frame Height including full stroke	Less than 3.5 m			
4.1.25	Deformation measuring mould	To be specified			
4.1.26	Cross head movement	Should have the capability to control the crosshead and jaws for sample insertion and removal with machine mounted buttons directly without using PC software or digital control unit			
4.1.27	Capacity	Should have the capability to control the full test cycle including entering test parameters, graphical display of graphs and test results			
4.1.28	Display	UTM should be fully controllable with the Digital control unit without the use of a PC and the full test cycle should be able to be conducted with load/graphical display of graph			
4.1.29	Screen	Colour TFT/Capacitive Touch Screen with Icon based UI and Microsoft Windows or similar firmware			
4.1.30	Load Frame	Should be able to control the secondary load frame connected to the Hydraulic Unit as explained below without the addition of a new digital control unit			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
4.1.31	Port	USB Port, SD card slot, RS232 Port, LAN Connection Port			
4.1.32	Software	Compatible with windows 10			
4.1.33	Location	Should be housed separately or in a way so that service and repair access is made easy			
4.1.34	Compression Platens	Dia. 250mm or more with Upper Ball Seat (01 Set)			
4.1.35	Suitable Tensile Grips for Round Specimens (metal and nylon ropes)	Dia.1 mm to 10 mm (2 sets suitable pairs of jaws should be supplied)			
4.1.36	Suitable Tensile Grips for Flat Specimens (Metal and plastic films)	250 µm to 12 mm Separate sets for thin film and thick sheets shall be supplied (2 sets suitable pairs of jaws should be supplied for each types)			
4.1.37	Suitable Tensile Grips for Geo textile	(2 sets suitable pairs of jaws should be supplied) Length of grips should be 100 to 200 mm)			
4.1.38	Rubber and polymer sample cutter	Complying with ASTM D 412- 01 No			
4.1.39	Core	Intel Core i7 processor or new version			
4.1.40	Windows	Microsoft Windows 10 or new version			
4.1.41	HDD	1 TB HDD or better			
4.1.42	RAM	8 GB RAM or better			
4.1.43	Screen	LED screen 15" or more			
4.1.44	UPS	UPS for the PC			
4.1.45	Keyboard	Keyboard			
4.1.46	Mouse	Wireless Mouse			
4.1.47	Training	Installation and training			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
4.1.48	Special Notes	All relevant corresponding specifications MUST be clearly marked and highlighted on the product brochure and same has to be clearly written on the Bidder's Comments column of this form. All commented specifications should be available on the product brochure. Letters from the Manufacturer confirming specifications are not accepted. With the bidding documents submitted the relevant brochures			
4.2	Humidity Cabinet				
4.2.1	Warranty period	03 years			
4.2.2	After sale services	required			
4.2.3	Country of Origin	To be specified			
4.2.4	Manufacturer	To be specified			
4.2.5	Make	To be specified			
4.2.6	Model Name	To be specified			
4.2.7	Qty	01 Item			
4.2.8	Purpose	The system shall be capable of performing the temperature and humidity tests as per the following standards:			
4.2.9	Complied standard	EN 196, EN 772-14, BS 7263-3, ASTM C1396			
4.2.10	Manufacture details	Inner body- Stainless Steel Outer body- Mild Steel Powder Coated Capacity – Minimum 500 ltrs (Overall dimensions should be specified) Coming with wheel support for mobility			
4.2.11	Service conditions	Temperature min. 100C to max. 450C Humidity min.10% to max.95%			
4.2.12	Specification	Temperature min. -200C to max. 600C Humidity min.17% to max.95% or specify			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
4.2.13	Display	LED/LCD display.			
4.2.14	Compressor	Heavy duty Air-cooled compressor. The compressor is distinguished by its excellent performance, low noise level (<60dB) and minimal vibration.			
4.2.15	Condenser	Highly efficient condenser with automatic condensate evaporating system.			
4.2.16	Evaporator	Internal evaporator system Forced draught.			
4.2.17	Refrigerant	Non-CFC/HCFC environmental friendly based on compressor capacity.			
4.2.18	Air Circulation	Forced air circulation to maintain chamber uniformity.			
4.2.19	Power Supply	230 volts, 50Hz			
4.2.20	Instruction Manual & Catalogs	Required			
4.2.21	Installation	Installation and training			
4.3	Thermal Resistance conductivity measuring machine (Heat Flow Meter)				
4.3.1	Warranty period	03 years			
4.3.2	After-sale services	required			
4.3.3	Country of Origin	To be specified			
4.3.4	Manufacturer	To be specified			
4.3.5	Make	To be specified			
4.3.6	Model Name	To be specified			
4.3.7	Quantity	01 No.			
4.3.8	Training & installation	required			
4.3.9	Purpose	Need to measure the thermal conductivity (C) and thermal resistance (R) for construction materials and insulation products			
4.3.10	Standard	ASTM C518, EN 12667, EN 12664, ISO 8301			
4.3.11	Temperature range	0 °C to 70 °C (If any, please specified it)			
4.3.12	Thermal Conductivity range	up to 2.5W/M. K (If any high thermal conductivity parts needed please specified both ranges separately)			
4.3.13	Accuracy	1 to 3% (If any, please specified it)			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
4.3.14	Sample Thickness	up to 50 mm range (If any, please specified it) should have capability to measure thickness automatically (Please mention the thickness measuring accuracy)			
4.3.15	Temperature automation	when making measurements min 2 no. steps can be automated			
4.3.16	Measuring direction	through thickness			
4.3.17	Sample controlling	can be clamp rigid materials and compressible materials			
4.3.18	Control & Display Unit	on board control system with display unit needed			
4.3.19	Measuring time	Specify			
4.3.20	Power supply	230v/ 50-60Hz			
4.3.21	Accessories	Software & Divers - control all the operations (saving, exporting and printing) through the windows platform			
		Reference materials - to purpose of the calibration, reference material is needed suitable for thermal conductivity machine.			
4.4	Cement Curing Cabinet				
4.4.1	Warranty period	03 years			
4.4.2	After-sale services	required			
4.4.3	Country of Origin	To be specified			
4.4.4	Manufacturer	To be specified			
4.4.5	Make	To be specified			
4.4.6	Model Name	To be specified			
4.4.7	Quantity	01 No.			
4.4.8	Purpose	Mainly used for the curing of the moulds with specimens for cement, mortar, and grout testing. Humidity should be maintained from 95% and temperature should be maintained at 20±1°C. The stainless-steel racks should be included as internal frames to support the moulds with specimens and a large number of cement prisms. It should be used for the curing of concrete cubes and other mortar specimens.			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
4.4.9	Complied standards	ASTM C109, EN 196-1, ASTM C511, EN 196-8, EN ISO 679			
4.4.10	Made Material	To be specified			
4.4.11	Temperature	From 20°C to 30°C with accuracy $\pm 1^\circ\text{C}$ (If any temperature range please specify it)			
4.4.12	Relative Humidity	From 90% to saturation accuracy $\pm 5\%$ (If any temperature range please specify it)			
4.4.13	Capacity	600-750 liters (Internal and external diameter should be specified)			
4.4.14	Power supply	230V, 50-60Hz, 1ph (Power should be specified)			
4.4.15	Internal Racks	Should be made by stainless steel			
4.4.16	Water cooler	1 No. Power supply - 230V/50-60Hz/1ph			
4.4.17	Heavy-duty air compressor	1 No. Suitable air tank capacity			
4.4.18	Installation	Installation and training			
4.5	Curing Bath – Cement & Mortar				
4.5.1	Warranty period	03 years			
4.5.2	After-sale services	required			
4.5.3	Country of Origin	To be specified			
4.5.4	Manufacturer	To be specified			
4.5.5	Make	To be specified			
4.5.6	Model Name	To be specified			
4.5.7	Quantity	01 No.			
4.5.8	Purpose	Water baths for cement curing and for laboratory purposes.			
4.5.9	Complied standards	ASTM C109, EN 196-1, ASTM C511, EN 196-8, EN ISO 679			
4.5.10	Complied standards	ASTM C109, EN 196-1, ASTM C511, EN 196-8, EN ISO 679			
4.5.11	Made Material	To be specified			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
4.5.12	Temperature	20°C to 60°C with accuracy $\pm 1^\circ\text{C}$ (If any temperature range please specify it)			
4.5.13	No of specimens (Appx.) immersed in the water bath	Min 150 specimens			
4.5.14	Capacity	150 to 200 liters (Internal and external diameter should be specified)			
4.5.15	Power supply	230V, 50-60Hz, 1ph (Power should be specified)			
4.5.16	Water refrigerator	01 no Power supply - 230V/50-60Hz/1ph Cools the water from room temperature to $+5^\circ\text{C}$ Temperature sensitivity – 0.1°C			
4.5.17	Thermometer	01 no Temperature Range $0-50^\circ\text{C}$			
4.5.18	Installation	Installation and training			
4.6	Cover Meter with Corrosion Potential Tester				
4.6.1	Warranty period	03 years			
4.6.2	After sale services	required			
4.6.3	Country of Origin	UK, USA, Australia or similar			
4.6.4	Manufacturer	To be specified			
4.6.5	Make	To be specified			
4.6.6	Model Name	To be specified			
4.6.7	Qty	01 Item			
4.6.8	Purpose	To observe and record reinforcement details of concrete element by scanning and Capability to estimate of the electrical half-cell potential of uncoated reinforcing steel in field and laboratory concrete, for the purpose of determining the corrosion activity of the reinforcing steel			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
4.6.9	Complied standard	BS 1881-204:1988 + A11989, DIN 1045, ASTM C 876			
4.6.10	Accuracy	±5% OR ±2mm whichever is the greater over the measuring range specified Reinforcement should be visible or maximum possibility to be specified			
4.6.11	Scan type	Displaying the concrete cover and rebars			
4.6.12	Measuring Range	0-180mm for cover meter +250mV to -750mV for corrosion potential tester			
4.6.13	Charger	Input 230V, 50Hz, Output to be specified			
4.6.14	Battery	Warranty required, Operating time - Min. 12Hrs, Minimum life time to be specified			
4.6.15	Data transferring unit	Required (USB unit)			
4.6.16	Memory	At least 8 GB space required			
4.6.17	Display	Touch screen, Display the real-time contour mapping of corrosion potential			
4.6.18	Software	Capability to map rebar and corrosion potential			
4.6.19	Resolution	Potential reading- 1mV or higher Rebar accuracy- to be specified			
4.6.20	Specification	Ability to measure multiple layers Ability to measure long distances using extension rod Possible to use with half-cell potential meter			
4.6.21	Accessories	Electrodes- 02Nos, Signal cable & adapters (specified the length & material)-02 Nos, Copper sulphate bottle – min. 250g, Waterproof caring case,			
4.6.22	Training	Required			
4.7	Concrete Test Hammer				
4.7.1	Warranty period	03 years			
4.7.2	After sale services	required			
4.7.3	Country of Origin	To be specified			
4.7.4	Manufacturer	To be specified			
4.7.5	Make	To be specified			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
4.7.6	Model Name	To be specified			
4.7.7	Qty.	01 No.			
4.7.8	Purpose	Measure the rebound value.			
4.7.9	Determination on compressive strength	Conversion curve for compressive strength for concrete to be included in the manual. Carbonation correction to be included in the manual.			
4.7.10	Measuring range	10 - 70 Mpa -01 No and 20 - 100 Mpa -01 No			
4.7.11	Comply standard	EN 12504-2, ASTM C 805			
4.7.12	Instruction Manual and catalogue	Required.			
4.7.13	Installation	Installation and training			
4.8	Ultrasonic Pulse Velocity Testing Equipment				
4.8.1	Warranty period	02years			
4.8.2	After sale services	Required			
4.8.3	Country of Origin	To be specified			
4.8.4	Manufacturer	To be specified			
4.8.5	Make	To be specified			
4.8.6	Model Name	To be specified (Updated version)			
4.8.7	Quantity	01 No.			
4.8.8	Purpose	Capability to evaluate material properties such as consistency or strength, and to locate voiding or damage in beams, columns or wall and to measure the depths of cracking in concrete.			
4.8.9	Complied standards	ASTM C597, BS EN 12504-4:2004			
4.8.10	Charger	In put- 230V,50Hz Output - To be specified (V and Current)			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
4.8.11	Battery	Warranty required Operating time – Min. 8 hrs. Min life time - To be specified			
4.8.12	Data transferring unit	Required (USB unit)			
4.8.13	Memory	At least 8 GB space required			
4.8.14	Display	Touch screen, Display the real-time data analysis			
4.8.15	Software	Capability to analysis data and to be installed			
4.8.16	Measurement details	Range -0.1 – 7930 μ s Resolution -0.1 μ s (< 793 μ s), 1 μ s (>793 μ s)			
4.8.17	Transducers	02 No.'s 54 kHz			
4.8.18	Signal cable	To specified the length & material			
4.8.19	Calibration material	Couplant Calibration Rod			
4.8.20	Caring case	Water proof			
4.8.21	Other accessories	To be specified provide other accessories as given in product manual			
4.8.22	Ex-stock details	To be mentioned whether ex- stocks are available locally			
4.8.23	Training	Installation and training			
4.9	Rebar Scanner				
4.9.1	Make	To be specified			
4.9.2	Model	To be latest and to be specified			
4.9.3	Country of Origin	To be specified			
4.9.4	Cover measuring Range	Up to 185 mm (7.3 inch)			
4.9.5	Cover measuring accuracy	± 1 to ± 4 mm (0.04 to 0.16 Inch)			
4.9.6	Measuring Resolution	Depending on diameter and cover			
4.9.7	Path measuring accuracy on smooth surface	± 3 mm (0.12 inch) + 0.5% to 1.0 % of measured length			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
4.9.8	Diameter measuring range	Cover up to 63mm (2.5 Inch), Diameter up to 40mm			
4.9.9	Diameter measuring accuracy	1mm (\pm #1) on single rebar			
4.9.10	Standards and guidelines	BS 1881-204, DIN 1045, DGZIP B2, SN 505262, SS-78-B4, DBV Guidelines, CE certification			
4.9.11	Demonstration	A Demonstration is required before awarding the tender.			
4.9.12	Training	Required			
4.9.13	Warranty	3 Year comprehensive Warranty			
4.10	Distance meter				
4.10.1	Type	Laser Measure with Camera			
4.10.2	Accuracy	up to \pm 1/16 In.			
4.10.3	Battery	Lithium-Ion Battery			
4.10.4	Height	5.5"			
4.10.5	IP Rating	IP 54			
4.10.6	Length	1.125"			
4.10.7	Measuring Accuracy	Typ. \pm 1/16-in (1.5 mm)			
4.10.8	Range	Up to 400-ft.			
4.10.9	Weight	0.46lb			
4.10.10	Width	2.5"			
4.10.11	Includes	Micro USB Cable Battery Charger Hand Strap Pouch			
4.11	Self levelling assignment laser				
4.11.1	Working range	<i>minimum 15 m</i>			
4.11.2	Accuracy	<i>Upto \pm 0.3mm/m</i>			

Item No.	Features	Required Specification	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
4.11.3	Laser class	2			
4.11.4	Self-levelling range	$\pm 5^\circ$ longitudinal axis, $\pm 3^\circ$ traverse axis			
4.11.5	Levelling time	4s			
4.11.6	Dust and splash protection	IP 5X			
4.11.7	Power supply	3 x 1.5 V LR6 (AA) or rechargeable			
4.11.8	Operating time	24 h			
4.11.9	Includes	Multifunctional mount Protective Bag 3 x 1.5 V LR6 battery (AA)			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
Lot 5 - Procurement of Cameras & Printer					
5.1	Camera				
5.1.1	Camera Format	APS-C (1.5x Crop Factor or higher)			
5.1.2	Minimum Pixels	Actual: 24.7 Megapixel Effective: 24.3 Megapixel			
5.1.3	Maximum Resolution	6000 x 4000			
5.1.4	Aspect Ratio	3:2			
5.1.5	Sensor Type	CMOS			
5.1.6	Minimum Sensor Size	23.5 x 15.6 mm			
5.1.7	Image File Format	JPEG, Raw			
5.1.8	Exposure Control ISO Sensitivity	Auto, 100 to 25600			
5.1.9	Shutter Speed	Electronic Front Curtain Shutter 1/4000 to 30 Seconds 1/4000 to 1/4 Second in Movie Mode Bulb Mode			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
5.1.10	Metering Method	Center-Weighted Average, Multi-Zone, Spot			
5.1.11	Exposure Modes	Aperture Priority, Manual, Program, Shutter Priority			
5.1.12	Exposure Compensation	-5 to +5 EV (1/3, 1/2 EV Steps)			
5.1.13	Metering Range	0 to 20 EV			
5.1.14	White Balance	Auto, Cloudy, Color Temperature, Color Temperature Filter, Custom, Daylight, Flash, Fluorescent (Cool White), Fluorescent (Day White), Fluorescent (Daylight), Fluorescent (Warm White), Incandescent, Shade, Underwater			
5.1.15	Continuous Shooting	Up to 11 fps			
5.1.16	Self-Timer	2/10-Second Delay			
5.1.17	Video Recording Modes	XAVC S Full HD (1920 x 1080) at 24.00p/29.97p/59.94p [50 Mb/s] AVCHD Full HD (1920 x 1080) at 59.94p [28 Mb/s] Full HD (1920 x 1080) at 24.00p/59.94i [17 to 24 Mb/s] MP4 HDV (1440 x 1080) at 29.97p [12 Mb/s] SD (640 x 480) at 29.97p [3 Mb/s]			
5.1.18	Recording Limit	Up to 29 Minutes, 59 Seconds			
5.1.19	Video Encoding	NTSC			
5.1.20	Audio Recording	Built-In Microphone (Stereo)			
5.1.21	Focus Focus Type	Auto and Manual Focus			
5.1.22	Focus Mode	Automatic (A), Continuous-Servo AF (C), Direct Manual Focus (DMF), Manual Focus (M), Single-Servo AF (S)			
5.1.23	Autofocus Points	Phase Detection: 179 Contrast Detection: 25			
5.1.24	Autofocus Sensitivity	-4 to +20 EV			
5.1.25	Viewfinder and Monitor Viewfinder Type	Electronic or similar			
5.1.26	Viewfinder Size	0.39"			
5.1.27	Viewfinder Resolution	1,440,000 Dot			
5.1.28	Viewfinder Eye Point	23 mm			
5.1.29	Viewfinder Coverage	100%			
5.1.30	Viewfinder Magnification	Approx. 1.07x			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
5.1.31	Diopter Adjustment	-4 to +3			
5.1.32	Monitor Size	3"			
5.1.33	Monitor Resolution	921,600 Dot			
5.1.34	Monitor Type	Tilting LCD or similar			
5.1.35	Flash	Yes			
	Built-In Flash				
5.1.36	Dedicated Flash System	TTL			
5.1.37	External Flash Connection	Hot Shoe, Wireless			
5.1.38	Flash Modes	Auto, Fill Flash, Off, Rear Sync, Red-Eye Reduction, Slow Sync, Wireless			
5.1.39	Maximum Sync Speed	1/160 Second			
5.1.40	Flash Compensation	-3 to +3 EV (1/3, 1/2 EV Steps)			
5.1.41	Interface Memory Card Slot	Single Slot: SD/SDHC/SDXC/Memory Stick Duo Hybrid (UHS-I)			
5.1.42	Connectivity	HDMI D (Micro), Wired Remote Port, USB Micro-B (USB 2.0)			
5.1.43	Wireless	Wi-Fi			
5.1.44	Physical Battery	1 x Rechargeable Lithium-Ion, 7.2 VDC, 1080 mAh			
5.1.45	Accessories	16-50mm Lens Additional NP-FW50 Rechargeable Lithium-Ion Battery 64GB Ultra UHS-I SDHC Memory Card Multi Card Reader USB 3.0 Standard Shoulder Bag & Professional Cleaning kit			
5.2	Multi-function printing solution				
5.2.1	Country of Origin	To be specified			
5.2.2	Warranty Period	One-year unit exchange warranty			
5.2.3	After sale service	Required			
5.2.4	Manufacture	To be specified			
5.2.5	Made	To be specified			
5.2.6	Model name	To be specified			
5.2.7	Minimum Copy / Print Speed (ppm)	Color 20 B & W 20			
	Warm-up Time	Approx. 20 sec.			
5.2.9	Minimum Memory	2 GB			
5.2.10	Minimum Storage	250GB Self-Encryption			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
5.2.11	Dimension (W × D × H)	585 × 641* × 787 mm / 23" × 25.2"* × 31"*			
5.2.12	Weight	Less than 78.1 kg / 172.2 lb			
5.2.13	Input Paper Capacity	Standard 1,200 sheets Maximum 3,200 sheets			
5.2.14	Available Paper Weight	52 - 280 g/m ² / 14 lb. Bond - 100 lb. Cover			
5.2.15	Available Paper size	100 × 148 to 320 x 460mm / 100 × 148 to 12.6" x 18.1", Banner paper (1,200 mm)			
5.2.16	Document feeder	300-sheet DSDf			
5.2.17	Copier Feature	Color Less than 7.8 sec.			
5.2.17	First Copy Speed	B & W Less than 5.9 sec.			
5.2.18	Resolution	600 × 600 dpi			
5.2.19	Multiple Copy	Up to 999			
5.2.20	Printer Feature Resolution	600dpi x 600dpi 5bit*1 2400dpi (Equivalence) x 600dpi (with smoothing) *2 *1 or *2 is selected by copy mode automatically. No selectable by user.			
5.2.21	PDL	PCL6 Emulation, PS3 Emulation, XPS			
5.2.22	Interface	Standard USB (High speed), 10/100/1000BASE-T Option Wireless LAN (IEEE802.11 b/g/n), Bluetooth			
5.2.23	Scanner Feature Resolution	100/150/200/300/400/600dpi			
5.2.24	Scan Speed	DSDf Up to 240 spm (Duplex) / Up to 120 spm (Simplex) (300 dpi)			
5.2.25	Data format	Standard TIFF, PDF, XPS, JPEG, Slim PDF, PDF/A Option DOCX, EXLS, PPTX, Searchable PDF			
5.2.26	Scan Protocol	SMB, FTP, IPX/SPX, FTPS, USB, Netware			
5.2.27	Scan features	File, Email, USB, e-Filing Box, TWAIN, Local HDD, Share Point, iFax, Fax, WS Scan			
5.2.28	Internet Fax	ITU-T T.37 (Simple mode)			
5.2.29	Security Feature Standard	Self-encryption HDD with Wipe technology, TLS, Private Print, Encrypted print, Tracking Print, Encrypted PDF, User Authentication, Role Based Access Control, IP/MAC Address filtering, SNMPv3, 802.1X for Wired/Wireless, Fax secure receiving, Fax mis-sending prevention, Security event logging, Password Policy, Integrity Check, HCD-PP			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
Lot 06 - Procurement of Generator system					
6.1	Generator System 400 kVA				
6.1.1	Name and address of assembling party	Please specify.			
6.1.2	Country of origin	Please specify.			
6.1.3	Country of assembly	Please specify.			
6.1.4	Location of factory	Please specify.			
6.1.5	Make and Model	Please specify.			
6.1.6	Manufacturer's Authorization Letter	Letter from manufacturer should be attached.			
6.1.7	Whether assembler has ISO ISO 8528 / 9001/ 9002 certificate?	Original document from manufacturer should be attached.			
6.1.8	Spare parts availability	At least for 10 years (Letter should be attached).			
6.1.9	Noise level at 1m distance away from generator room outer wall when running at full load [db (A)]	Please specify.			
6.1.10	Out put in kVA (Prime/ Standby)	400kVA/450kVA			
6.1.11	Frequency	50Hz			
6.1.12	Base fuel tank capacity	Please specify.			
	(a) 25% load				
	(b) 50% load				
	(c) 75% load				
	(d) 100% load				
	(e) 110% load				
6.1.13	Frequency increase at 100% load rejection at 0.8 power factor	Original document from manufacturer should be attached.			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
6.1.14	Recovery time for at 100% load rejection at 0.8 power factor	Original document from manufacturer should be attached.			
6.1.15	Frequency drop at 75% sudden load application at 0.8 power factor	Original document from manufacturer should be attached.			
6.1.16	Recovery time for at 75% sudden load application at 0.8 power factor	Original document from manufacturer should be attached.			
6.1.17	Warranty period (hours per year)	Two year from date of installation and commissioning.			
6.1.18	How many free services provide in the warranty period.	04 free services should be provided during the warranty period.			
6.1.19	After sale service	Should be able to sign the maintenance agreement for a period of five years (Sample agreement to be attached).			
6.1.20	Frequency increase at 100% load rejection at 0.8 power factor	Original document from manufacturer should be attached.			
6.1.21	Recovery time for at 100% load rejection at 0.8 power factor	Original document from manufacturer should be attached.			
6.1.22	Frequency drop at 75% sudden load application at 0.8 power factor	Original document from manufacturer should be attached.			
6.1.23	Recovery time for at 75% sudden load application at 0.8 power factor	Original document from manufacturer should be attached.			
6.1.24	Warranty period (hours per year)	Two year from date of installation and commissioning.			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
6.1.25	How many free services provide in the warranty period.	04 free services should be provided during the warranty period.			
6.1.26	After sale service	Should be able to sign the maintenance agreement for a period of five years (Sample agreement to be attached).			
6.1.27	Generator Emissions 75% load at 0.8 power factor				
	(a) Nitrogen Oxide(NOx)				
	(b) Carbon Monoxide(CO)				
	(c) Hydrocarbons (HC)				
	(d) Particular Matter (PM)				
	Engine				
6.1.28	Name and address of engine Manufacturer.	Please specify.			
6.1.29	Country of Origin	Please specify.			
6.1.30	Country of manufacture	Please specify.			
6.1.31	Location of factory	Please specify.			
6.1.32	Make and Model	Caterpillar, Perkins, Cummins, Volvo, MTU, or equ.			
6.1.33	Gen set should be manufactured by engine or alternator manufacturer	To be confirmed			
6.1.34	Year of manufacture	Please specify.			
6.1.35	Whether manufacturer has ISO 9001/9002 QA certificate?	Original document from manufacturer should be attached.			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
6.1.36	Local agent for this engine.	Please specify. (If you are the local agent, Letter from manufacturer should be attached.)			
6.1.37	Type of governor	Electronic Governor			
6.1.38	Rated speed	1500rpm			
6.1.39	Type of cooling system	Water cool			
6.1.40	Type of radiator	Tropical Radiator			
6.1.41	Prime Power rating	400 KVA at 30 Deg. C temp. 60 % relative humidity & 500m altitude			
6.1.42	Please state de-rating factors for the following;				
	(a) Temperature	Please specify.			
	(b) Relative Humidity	Please specify.			
	(c) Altitude	Please specify.			
6.1.43	Type of Lubricant Oil used	Please specify.			
6.1.44	Type of fuel proposed	Please specify.			
6.1.45	Type of protections provided				
	(a) Low oil pressure	Please specify.			
	(b) High water temperature	Please specify.			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
6.1.46	Emission Standard	US, EPA or EU (Original document from manufacturer should be attached)			
	Alternator				
6.1.47	Name and address of alternator Manufacture.	Please specify.			
6.1.48	Country of Origin	Please specify.			
6.1.49	Country of manufacture	Please specify.			
6.1.50	Location of factory	Please specify.			
6.1.51	Make and Model	Leroy Somer, Stamford, Mec Alte or equ.			
6.1.52	Brushless and self excited	To be confirmed			
6.1.53	Year of manufacture	Please specify.			
6.1.54	Whether manufacturer has ISO 9001/9001 QA certificate?	Original document from manufacturer should be attached.			
6.1.55	No. of years manufacturer is in manufacturing of alternators	Please specify.			
6.1.56	Output in kVA (Prime/standby)	400kVA/ 450kVA			
6.1.57	Rated Voltage	400V			
6.1.58	Number of Phase	3 Phase			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
6.1.59	Class of insulation	Class H			
6.1.60	Type of anti condensation heaters	Please specify.			
6.1.61	Type of protections				
	(a) Over current	Please specify.			
	(b) Over voltage	Please specify.			
	Sound attenuation system				
6.1.62	Name of manufacturer	Please specify.			
6.1.63	Country of manufacture	Please specify.			
6.1.64	Sound level db (A)]	Please specify.			
6.1.65	No. & type of fire extinguishers provided	Please specify.			
	Control Panel /Switchgear				
6.1.66	Name and address of control panel Manufacture.	Please specify.			
6.1.67	Country of Origin	Please specify.			
6.1.68	Country of manufacture	Please specify.			


Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
6.1.69	Location of factory	Please specify.			
6.1.70	Make and Model	Please specify.			
6.1.71	Whether manufacturer has ISO 9001/9002 QA certificate?	Original document from manufacturer should be attached.			
6.1.72	Type of cubicle	Please specify.			
6.1.73	Type of mounting of cubicle	Please specify.			
6.1.74	Rating of generator circuit breaker (Amp)	630A			
6.1.75	No. of poles of circuit breaker	3 Pole			
	Availability of Meters and Indicators				
6.1.76	Tacho meter	Please specify.			
6.1.77	Frequency meter	Please specify.			
6.1.78	Hour run recorder	Please specify.			
6.1.79	Lubricant oil pressure gauge	Please specify.			
6.1.80	Water temperature gauge	Please specify.			
6.1.81	Duty selector switch	Please specify.			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
6.1.82	Digital multi-function meter (A,V, kWh, kW, KVA, p.f. etc)	Please specify.			
6.1.83	Current (three phases)	Please specify.			
6.1.84	Voltage (phase-phase & phase-neutral)	Please specify.			
6.1.85	Power factor	Please specify.			
6.1.86	Emergency stop push button	Please specify.			
6.1.87	Lamp test button	Please specify.			
6.1.88	Tickle charge complete with A/ meter	Please specify.			
6.1.89	Low oil pressure shut down indication	Please specify.			
6.1.90	High water temp shut down indication	Please specify.			
6.1.91	Over speed shut down indication	Please specify.			
6.1.92	Over current trip indication	Please specify.			
6.1.93	Over voltage trip indication	Please specify.			
6.1.94	Fail to start indication	Please specify.			
6.1.95	Mains on-load indication	Please specify.			


Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
6.1.96	Generator on-load indication	Please specify.			
6.1.97	Indication reset button	Please specify.			
6.1.98	Availability of remote monitoring/ control through internet or intranet	Please specify.			

Please refer the Annex 01-Detailed Specification requirement of Generator system mentioned at the end of this Section 3.

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Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
Lot 07 – Procurement of Mounting Tables & Accessories I					
7.1	Center work Stainless table - Cement Laboratory				
7.1.1	Specification	Size - (2000mm L x 1200mm W x 1000mm H)			
		Work Top - Suitable for Heavy Duty work and should be clean easily			
		High adjustable - within ± 300 mm range			
		leveling bottom screws in the legs			
		Can be able to bear 500Kg weight			
		Fixed Drawers for the table (Lockable)			
		Bottom Movable/Fixed cupboard in edges (Lockable)			
7.1.2	Accessories	Height Adjustable 2 chairs without back support			
7.2	Anti-Vibrational Table - Cement Laboratory				
7.2.1	Specification	Size - (1200mm L x 600mm W x 900mm H)			
					

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		Material - Should be specified			
		Work Top - Should be clean easily			
		leveling bottom screws in the legs			
		Can be able to bear 250kg weight			
		Fixed Drawers for the table (Lockable)			
		Fixed cupboard (Lockable)			
7.2.2	Accessories	height Adjustable 2 chairs without back support			
7.3	Leveling Table I - Cement Laboratory				
7.3.1	Specification	Size - (2000mm L x 600mm W x 900mm H)			
					
		Work Top - Should be clean easily			
		leveling bottom screws in the legs			
		Can be able to bear 250kg weight			
		Fixed Drawers for the table (Lockable)			
		Fixed cupboard (Lockable)			
7.3.2	Accessories	Height Adjustable 2 chairs without back support			



Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
7.4	Working Table - Research and Miscellaneous Testing Area				
7.4.1	Specification	Size - (2000mm L x 1200mm W x 800 mm H)			
					
		Material - Should be specified			
		leveling bottom screws in the legs			
		Work Top - Chemical resistance & Should be clean easily			
		Fixed Drawers for the table (Lockable)			
		Fixed cupboard (Lockable)			
		13A electrical outlets - 4			
7.4.2	Accessories	height adjustable 4 chairs with back support			
7.5	Glassware Cabinet - Research and Miscellaneous Testing Area				
	Use to store the glassware				
7.5.1	Specification	Size - (800mm L x 400mm W x 1800mm H)			


Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
					
		Material - Should be specified			
		4 racks - Different rack height			
		Glass (Transparent) lockable 2 shelves doors			
7.6	Chemical Storage - Research and Miscellaneous Testing Area				
	Use to store the chemicals				
7.6.1	Specification	<i>Size - (600mm D x 600mm W x 1950mm H)</i> 			
		Material - Should be specified			
		No of Drawers - 4 (Max Load of drawer 30kg)			
		Glass (Transparent) lockable door			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		Should have Regulation compliant storage of water hazardous and poisonous substances in laboratories			
7.7	Leveling Table II - Research and Miscellaneous Testing Area				
	for Geo textile testing				
7.7.1	Specification	Size - (2000mm L x 600mm W x 900mm H)			
					
		Work Top - Should be clean easily			
		leveling bottom screws in the legs			
		Can be able to bear 250kg weight			
		Fixed Drawers for the table (Lockable)			
		Fixed cupboard (Lockable)			
7.7.2	Accessories	height adjustable 2 chairs without back support			

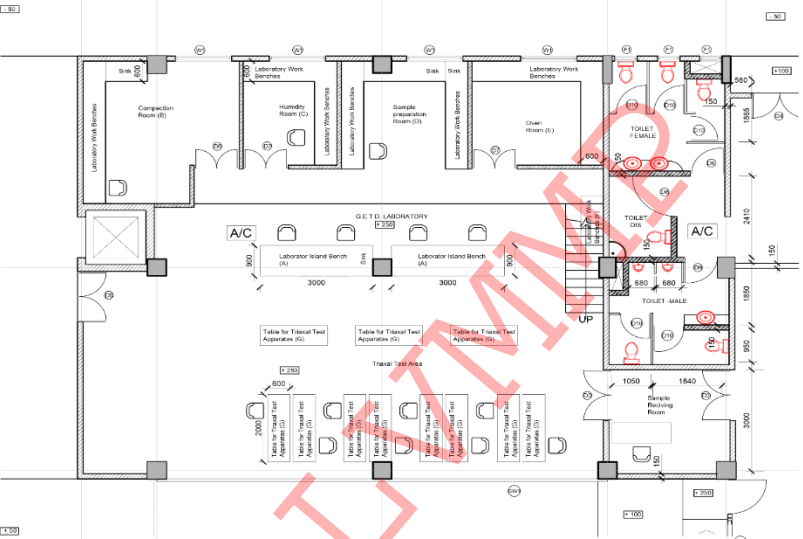
Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
7.8	Center Work Leveling Table - Main Laboratory				
	for mortar and grout testing section				
7.8.1	Specification	<i>Size - (2000mm L x 850mm W x 900mm H)</i>			
					
		Work Top - Suitable for Heavy Duty work and should be clean easily			
		High adjustable - within ± 300 mm range			
		leveling bottom screws in the legs			
		Fixed Drawers for the table (Lockable)			
		Can be able to bear 500Kg weight			
7.8.2	Accessories	Suitable 2 chairs without back support			
7.9	Leveling Table III - Main Laboratory				
	for mechanical testing				
7.9.1	Specification	<i>Size - (2000mm L x 600mm W x 900mm H)</i>			

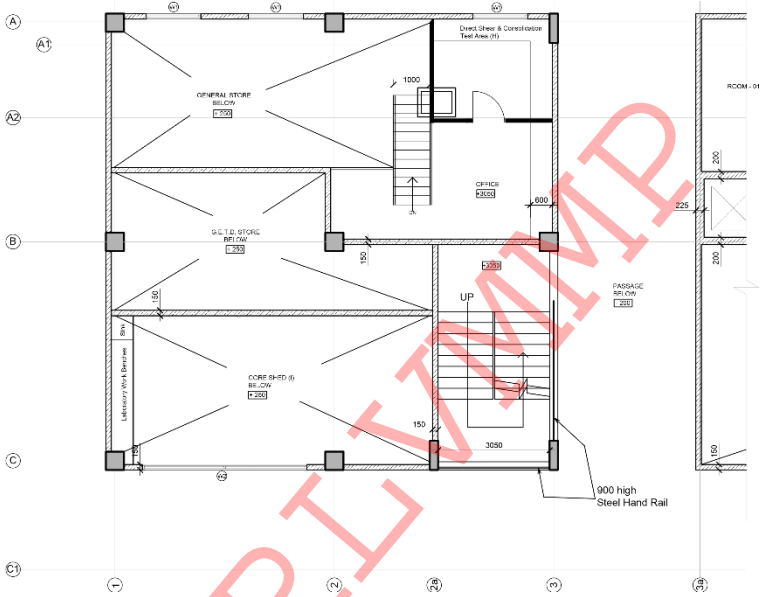
Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
					
		Work Top - Suitable for Heavy Duty work and should be clean easily			
		High adjustable - within ± 300 mm range			
		leveling bottom screws in the legs			
		Can be able to bear 500Kg weight			
		Fixed Drawers for the table (Lockable)			
7.9.2	Accessories	Suitable 2 chairs without back support			
7.10	Leveling Table IV - Main Laboratory				
	for Oven Placing				
		<i>Size - (2000mm L x 800mm W x 750mm H)</i>			
7.10.1	Specification				
		Work Top - Should be clean easily			
		Durable for heat			
		leveling bottom screws in the legs			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
7.11		Tool Display Cabinet - Main Laboratory			
		for placing tools and other equipment			
		Specification <i>Size - (1200mm W x 2100mm H)</i> 			
		lockable 2 shelves doors with inside hanging and placing facility			
7.11.1	Specification	Upper Part (inner)- tool hanging section (Lockable)			
		Bottom Part(inner) - Tool Placing Section (Lockable doors/drawers)			
		Can be able to bear 500kg weight			
7.12		Heavy duty trolley for Main Laboratory			
		for carrying specimens and samples			
7.12.1	Specification	<i>Dimension- Should be specified</i>			
					

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		Can be able to carrying Min. 350kg weight			
		Material - Should be specified			
		No of wheels - 4 (Lockable)			
7.13	Writing table - Main Laboratory				
	for cube testing				
7.13.1	Specification	Size - (900mm L x 600mm W x 760mm H)			
					
		Durable for water			
		Material - Should be specified			
		Fixed Drawers for the table (Lockable)			
7.13.2	Accessories	2 Nos. - height adjustable chairs with back support			
7.14	Seating Chair for Main Laboratory				
7.14.1	Specification	Dimension- Should be specified			
		Fixed Height			
		Without Back support			
		Material - Should be specified			
7.15	Anti-Vibrational Table I - Cement Laboratory				
	Placing 2 number of jolting machines				
7.15.1	Specification	Size – (3400mm L*800mm W* 400mm H)			
		Material – Stainless Steel			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		Work Top - Should be clean easily			
		leveling bottom screws in the legs			
		Can be able to bear 250kg weight			
7.16	Anti-Vibrational Table II - Cement Laboratory				
	Placing 2 number of motar mixing machines				
7.16.1	Specification	Size – (2100mm L*800mm W* 400mm H)			
		Material - Stainless Steel			
		Work Top - Should be clean easily			
		leveling bottom screws in the legs			
		Can be able to bear 200kg weight			
7.17	Anti-Vibrational Table III - Cement Laboratory				
	Placing water curing baths				
7.17.1	Specification	Size – (1300mm L*800mm W* 400mm H)			
		Material - Stainless Steel			
		Work Top - Should be clean easily			
		leveling bottom screws in the legs			
		Can be able to bear 200kg weight			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		 <p>Laboratory Area 1 (Please refer the required table arrangement/ CAD drawing of floor will be provided at the time of tendering)</p>			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		 <p>Laboratory Area 2</p>			
7.18	Laboratory Island Bench - (A)				
7.18.1	Warranty Period	Non corrosive materials, water absorption damages into structural materials and termite attack (if Board used)			
7.18.2	After sale Services	Should provide			
7.18.3	Country of origin	Should indicate			
7.18.4	Manufacturer	Should indicate			

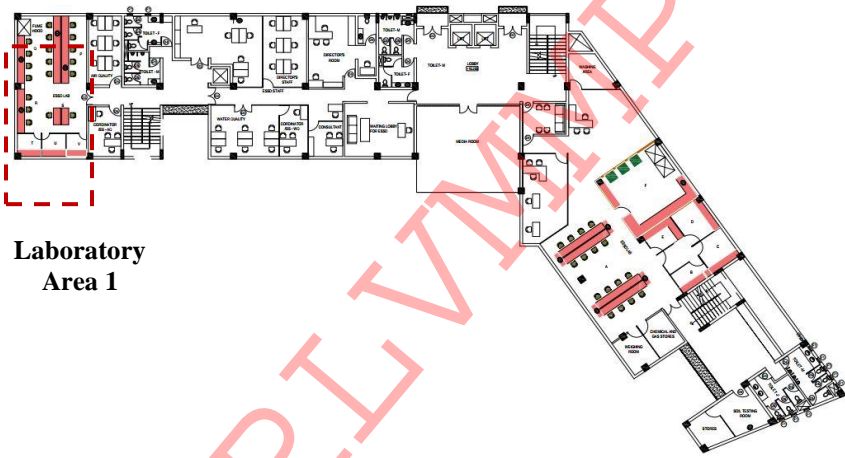
Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
7.18.5	Supplying & installation	Supplying & installation of Laboratory Island Benches of the following dimensions according to the available space of the Lab (Please note that dimension variation should not exceed 5 %) 3000mm (L) × 900mm (W) × 900mm (H)			
		Bench top to be water, heat, chemical resistance, high durability, non-porous, scratch resistant, strong and cleanable material.			
		Under bench cabinets rests on frames and should be supported on heavy-duty steel frames fully carrying the load on worktops.			
		Should provide knee/ leg space and should facilitate uninterrupted lateral movement of the under bench units within the bench run.			
		Corrosion and chemical –resistant and easy cleaning, laboratory sink to be fitted to the Island Bench with necessary fittings. Rectangular, deep single bowl sink with self-draining flat base. 3-way cross type laboratory water cock to be mounted on the sink.			
		The cabinets are to be constructed with an integrated plinth of 100mm to keep the bottom elevated from the floor. Under bench cupboard and shelves (Minimum 4 cupboards with 2 shelves) should be designed to utilize maximum storage capacity with minimal disturbance for leg space. All drawers and cupboards are lockable and have to be resistance to the all kind of chemical spills and water splashes.			
		02 Nos. of electrical sockets of IP 55 grade with splash proof box type covering of 230 volt, 13 Amp, 50Hz are required.			
7.19	Laboratory work bench I - for Compaction room, Humidity room, Sample preparation room, Direct shear test areas - (B), (C), (D), (F) & (H)				
7.19.1	Warranty Period	Non corrosive materials, water absorption damages into structural materials and termite attack (if Board used)			
7.19.2	After sale Services	Should provide			
7.19.3	Country of origin	Should indicate			
7.19.4	Manufacturer	Should indicate			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
7.19.5	Supplying & installation	Supplying & installation of Laboratory work benches of the following dimensions according to the available space of the Lab (Please note that dimension variation should not exceed 5 %) Length of the bench should be well fitted perimeter of the relevant partition, 600 mm (W) and 900 mm (H). 900mm-(W) × 900mm-(H) ×(L)-As per the drawing			
		Bench top to be water, heat, chemical resistance, high durability, non-porous, scratch resistant, strong and cleanable material.			
		Under bench cabinets rests on frames and should be supported on heavy-duty steel frames fully carrying the load on worktops.			
		This should provide knee/ leg space and should facilitate uninterrupted lateral movement of the under bench units within the bench run.			
		Corrosion and chemical –resistant and easy cleaning, laboratory sink to be fitted to the Island Bench with necessary fittings. Rectangular, deep single bowl sink with self-draining flat base. 3-way cross type laboratory water cock to be mounted on the sink. The cabinets are to be constructed with an integrated plinth of 100mm to keep the bottom elevated from the floor. Under bench cupboard and shelves (Minimum 3 and maximum 5 cupboards with 2 shelves) should be designed to utilize maximum storage capacity with minimal disturbance for leg space. All drawers and cupboards are lockable and have to be resistance to the all kind of chemical spills and water splashes. 02 Nos. of electrical sockets of IP 55 grade with splash proof box type covering of 230 volt, 13 Amp, 50Hz are required for each work bench.			
7.20	Laboratory work bench II - for Oven room, Core shed areas - (E) & (I)				
7.20.1	Warranty Period	Non corrosive materials, water absorption damages into structural materials and termite attack (if Board used)			
7.20.2	After sale Services	Should provide			
7.20.3	Country of origin	Should indicate			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
7.20.4	Manufacturer	Should indicate			
7.20.5	Supplying & installation	Supplying & installation of Laboratory work benches of the following dimensions according to the available space of the Lab (Please note that dimension variation should not exceed 5 %) Length of the bench should be well fitted perimeter of the relevant partition, 600 mm (W) and 900 mm (H). 900mm-(W) × 900mm-(H) ×(L)-As per the drawing			
		Bench top to be water, heat, chemical resistance, high durability, non-porous, scratch resistant, strong and cleanable material.			
		Under bench cabinets rests on frames and should be supported on heavy-duty steel frames fully carrying the load on work benches.			
		This should provide knee/ leg space and should facilitate uninterrupted lateral movement of the under bench units within the bench run.			
		Corrosion and chemical –resistant and easy cleaning, laboratory sink to be fitted to the Island Bench with necessary fittings. Rectangular, deep single bowl sink with self-draining flat base. 1-way cross type laboratory water cock to be mounted on the sink.			
		The cabinets are to be constructed with an integrated plinth of 100mm to keep the bottom elevated from the floor. Under bench cupboard and shelves (Minimum 3 and maximum 4 cupboards with no shelves) should be designed to utilize maximum storage capacity with minimal disturbance for leg space. All cupboards are lockable and have to be resistance to the all kind of chemical spills and water splashes.			
		2 Nos. of electrical sockets of IP 55 grade with splash proof box type covering of 230 volt, 13 Amp, 50Hz are required for each work bench.			
7.21	Laboratory Chairs				
7.21.1	Warranty Period	Non corrosive materials, water absorption damages into structural materials and termite attack (if Board used)			
7.21.2	After sale Services	Should provide			
7.21.3	Country of origin	Should indicate			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
7.21.4	Manufacturer	Should indicate			
7.21.5		10. Nos of laboratory chairs should be supplied for (A), (B), (C), (D), (G), (H) & (I) areas. Comfortable, height adjustable, low back support/arm, movable 5 legged base laboratory chairs for the seating requirement.			

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Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
Lot 08 – Procurement of Mounting Tables & Accessories II					
8.1	Laboratory Benches with Chairs	<p>Floor plan. (AutoCAD drawing will be provided at the date of procurement)</p>  <p>Laboratory Area 1</p>			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		<p>The diagram shows a rectangular laboratory layout. At the top left is a 'FUME HOOD'. Below it are three rows of benches labeled 'Q', 'P', and 'R'. In the center is a smaller bench labeled 'S'. At the bottom are three more benches labeled 'T', 'U', and 'V'. A door labeled 'D2' is on the right wall. A large red watermark 'BVMMP' is overlaid on the diagram.</p>			
	General				
8.1	Country of origin	To be specified			
8.2	Manufacture	To be specified			
8.3	Manufacturer's Authorization Letter	The letter from the manufacturer should be attached			
8.4	Make/Model	To be specified			
8.5	Warranty period	Two years from the date of installation and commissioning			
8.6	After-sale service	Should provide			
8.7	Laboratory Bench (01 Nos.)- (P/S)	Benches of the following Dimensions according to the available space of the Lab (Please note that dimension variation should not be exceeded 5 %) 5700mm (L) × 1500mm (W) × 1700mm (H)- P Bench 1400mm (L) × 1500mm (W) × 1700mm (H)- S Bench			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		<p>Each Bench top should be finished with materials resistant to heat, chemicals, moisture, and scratches: (Granite or Phenolic resins or feldspar)</p> <p>Worktop thickness should not be less than 18 mm</p> <p>The structure should be a steel box bar structure or c-frame structure : (Please note that both designs can be quoted for the single supplier as separate options)</p> <p>The under-bench welded units should be supported on heavy-duty steel frames fully carrying the load of worktops.</p> <p>This should provide more knee space or leg space and would facilitate uninterrupted lateral movement of the under-bench units within the bench run. (Optional)</p> <p>The C-frame legs should be supplied with adjustable feet to correct the unevenness of the flooring. (Optional)</p> <p>All frame-work should be pre-treated with superior pure epoxy powder-coated finish</p> <p>Two polypropylene molded sinks, made up of 5 mm thick high-density and elastic polypropylene with good resistance to organic solvents and corrosive chemicals should be mounded on two sides of the bench. The faucet should be a 3-way type faucet and the bowl size of the sink should be clearly mentioned.</p> <p>Under bench cupboard and shelves (Min 6 cupboards and shelves) should be designed to utilize maximum storage capacity with minimal disturbance for leg space. All drawers and cupboards are lockable and have to be resistant to all kinds of chemical spills and water splashes. (No cupboard or shelves are required for the S bench)</p> <p>Color-coded control utilities, One (1) for LPG; One (1) for a vacuum with suitable spouts are required. (No LPG or vacuum lines are required for the S bench)</p> <p>12 Nos. of electrical sockets of IP 55 grade with splash proof box type covering of 230 volts, 13 Amp, 50Hz are required. The electrical sockets should be mounted 2+2+2 (RHS + Middle + LHS) on both sides of the working space. 2 Nos. of the same electrical connection 2+2 (LHS+RHS) are required onto the S bench top.</p>			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
8.8	Laboratory Bench (01 Nos.)- (Q/R)	<p>Each Bench top should be finished with materials resistant to heat, chemicals, moisture, and scratches: (Granite or Phenolic resins or feldspar)</p> <p>Worktop thickness should not be less than 18 mm</p> <p>The bench should be arranged as per the schematic diagram and the Structure should be steel box bar structure or c-frame structure: (Please note that both designs can be quoted for the single supplier as separate options)</p> <p>The under-bench welded units should be supported on heavy-duty steel frames fully carrying the load of worktops.</p> <p>All frame-work should be pre-treated with a superior pure epoxy powder-coated finish.</p> <p>The length of the bench should be a well-fitted perimeter of the relevant area, 4100 mm (W)-Q bench, 3780 (W)-R bench, and 900 mm (H). (Please note that dimension variation should not exceed 5%)</p>			
8.9	Laboratory Bench (01 Nos.)- (Q/R)-cont.	<p>Under bench cupboard and shelves (Min 3 cupboards and shelves for each) should be designed to utilize maximum storage capacity with minimal disturbance for leg space. All drawers and cupboards are lockable and have to be resistant to all kinds of chemical spills and water splashes.</p> <p>Two polypropylene molded sinks, made up of 5 mm thick high-density and elastic polypropylene with good resistance to organic solvents and corrosive chemicals should be mounded on each bench. The faucet should be a 3-way type faucet and the bowl size of the sink should be clearly mentioned.</p> <p>12 Nos. of electrical sockets (6 on each table) of IP 55 grade with splashproof box type covering of 230 volts, 13 Amp, 50Hz are required.</p>			
8.10	Laboratory Bench (01 Nos.)- (Q/R)-cont.	<p>Under bench cupboard and shelves (Min 3 cupboards and shelves for each) should be designed to utilize maximum storage capacity with minimal disturbance for leg space. All drawers and cupboards are lockable and have to be resistant to all kinds of chemical spills and water splashes.</p> <p>Two polypropylene molded sinks, made up of 5 mm thick high-density and elastic polypropylene with good resistance to organic solvents and corrosive chemicals should be mounded on each bench. The faucet should be a 3-way type faucet and the bowl size of the sink should be clearly mentioned.</p>			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
		12 Nos. of electrical sockets (6 on each table) of IP 55 grade with splashproof box type covering of 230 volts, 13 Amp, 50Hz are required.			
8.11	Laboratory Bench (01 Nos. from each)- (T/U/V)	<p>Each Bench top should be finished with materials resistant to heat, chemicals, moisture, and scratches: (Granite or Phenolic resins or feldspar)</p> <p>Worktop thickness should not be less than 18 mm</p> <p>The bench should be arranged as per the schematic diagram and the Structure should be steel box bar structure or c-frame structure : (Please note that both designs can be quoted for the single supplier as separate options)</p> <p>The under-bench welded units should be supported on heavy-duty steel frames fully carrying the load of worktops.</p> <p>All frame-work should be pre-treated with a superior pure epoxy powder-coated finish.</p> <p>The length of the bench should be a well-fitted perimeter of the relevant area, 2000 mm (W)-T bench, 2000 (W)-U, 1700 (W)-V bench, and 900 mm (H). (Please note that dimension variation should not exceed 5 %)</p> <p>Under bench cupboard and shelves (Min 1 cupboard and shelves for each) should be designed to utilize maximum storage capacity with minimal disturbance for leg space. All drawers and cupboards are lockable and have to be resistant to all kinds of chemical spills and water splashes.</p> <p>12 Nos. of electrical sockets (4 on each table) of IP 55 grade with splash proof box type covering of 230 volts, 13 Amp, 50Hz are required.</p>			
8.12	Laboratory Chairs	15. Nos of laboratory chairs should be supplied.			
	Fume hood (01 Nos.)				
8.13	Country of origin	To be specified			
8.14	Manufacture	To be specified			
8.15	Manufacturer's Authorization Letter	The letter from the manufacturer should be attached			
8.16	Make/Model	To be specified			
8.17	Warranty period	Two years from the date of installation and commissioning			
8.18	After-sale service	Should provide			

Item No.	Features	Required Specification.	Tenderer's Specifications		
			Tenderer's Response		If 'No', Comments on the offer
			Yes	No	
8.19	External Dimensions	Min. 1200 (L) × 800 (W) × 2300 (H) mm			
8.20	Internal Dimensions	Min. 1000 (L) × 600 (W) × 1100 (H) mm			
8.21	Front Sash Opening	Max. 800 mm			
8.22	Air Velocity	Should be specified clearly			
8.23	Hood Material	Polypropylene			
8.24	Work Table Material	Should be durable materials with strong resistance to highly corrosive acids, load-bearing capacity, strong heat resistance, and scratch resistance. (Polypropylene/ Epoxy)			
8.25	Power Supply	220 V, 50 Hz Single phases			
8.26	Illumination	Min. 1000 Lux			
8.27	Other	Water, gas, and vacuum taps. Touched enable a fully controlled display system.			

Annex 01-Detailed Specification Requirement for Generator System

1 Scope

1.1 Scope of Work

The Contractor shall carry out the supply, delivery, erection, connection, testing and commissioning of Generator system with exhaust system up to roof,ATS, LV cabling and generator earthing and testing and commissioning.

- (a) Automatic Transfer Switch Panel (ATS)
- (b) Cabling Gen set to ATS

2 General Requirements

2.1 Experience of Contractor

Work shall be carried out by an experienced supplier who has had previous experience in similar projects and shall have necessary tools, equipment and experienced staff for electrical installation and testing. Evidence should be submitted.

3 Diesel Generator Standby Power Supply System

The Contractor shall carry out design, supply, delivery, erection, connection, testing, commissioning and maintaining for a specific period of complete standby/emergency Electrical Power Supply System which includes one no. of **400 kVA Prime rated** brand new diesel Generator unit and all the ancillary equipment and material required. The engine generator system shall be fully automatic and shall constitute a unified and coordinated system ready for operation.

The generator system shall start in failure of utility power.

The installation shall include but not be limited to the following: 1. Diesel

Engine complete with;

- Lubrication oil system
- Base Fuel tank
- Cooling system
- Speed governing system
- Intake and exhaust air systems
- Starting system

2. Alternator coupled to diesel engine complete with.

- Control panel incorporating control, protection, monitoring/supervision systems.
- Automatic voltage regulating system.
- Set Mounted Generator circuit breaker.

3. Sound attenuation system

4. Generator control panel & remote

monitoring system

5. Power breaker (3P)

6. Power and Control cables.

7. Automatic Changeover switches.

8. Warranty/ maintenance/ Spare Parts

3.1 General Requirements

The Diesel Generators shall be capable of automatic quick start upon receiving 'start' signal from relevant AMF/ATS and to switch on the full load.

Rated output power of individual diesel generator shall be not less than **450 kVA** at 0.8 power factor at generator output terminals. The unit shall be capable of delivering the rated output as per ISO8528 standard. It shall have full load capacity of 100% of the rated output for one hour during a period of 12 continuous hours operation.

The diesel generator sets shall be supplied complete with all ancillary equipment necessary for starting and running the set, including cooling system, fuel supply system, instrumentation, control and protection arrangements & cables,.

The bidder shall confirm that area allocated is sufficient for installation and proper functioning of the generators. Bidder may propose alternative arrangements based on existing site conditions

3.2 Site Conditions

All equipment and materials used shall be suitable for operation in the site conditions given below.

8.3.1 Site Environmental Conditions

All equipment shall be tropicalized and suitable for prolonged operation in tropical site environmental conditions. The rating of the diesel generator shall be at site environmental conditions.

Ambient temperature : 35⁰C
Average relative humidity : 80%

3.3 Electrical System

Nominal system voltage : between phases 400 V
: between phases & neutral 230 V
Wiring system : Three phase, four wire,
Earthing of system : Solid earthing, TT system
System frequency : 50 Hz

3.4 Standards and Quality

3.4.1 Standards

Diesel Generator set and the Control Panel shall comply with the applicable requirements of the following standards/publications or equivalent other national/international standards.

Engine:

- ISO 3046

Generator:

- IEC 60034

Generator set:

- ISO 8528

3.5 Qualifications

3.5.1 Engine Manufacturer:

Shall be a renowned company specialized in manufacture of diesel engines with minimum 10 years documented experience. Manufacturing plant where the proposed engine would be built shall have minimum 5 years documented experience in the production of diesel engines. Quality assurance system of the manufacturer shall have ISO 9001 certificate.

3.5.2 Alternator Manufacturer:

Shall be a renowned company specialized in manufacture of alternators with minimum 10 years documented experience. Manufacturing plant where the proposed alternator would be built shall have minimum 5 years documented experience in the production of alternators for diesel gen sets. Quality assurance system of the manufacturer shall have ISO 9001 certificate.

3.5.3 Assembly of Generator Set:

Assembly of engine-alternator set is to be carried out either by engine manufacturer or alternator manufacturer with a minimum of 5 years' experience in the assembly of generating sets. The quality assurance system of the assembling company shall have ISO 9001 and/or ISO 9002 certification.

3.5.4 Local Agent

There shall be an accredited agency/dealer in Sri Lanka for the make of generator set offered and also the dealer shall have proven record of providing after sales services including maintenance services at least during last five years. The local dealer shall have an adequate stock of spare parts at all the time, qualified maintenance staff and repair facilities. The dealer should have ISO 9001 & CIDA EM1 certificate for generator installations.

3.6 Engine Generator Set

3.6.1 General

The Generator set shall consist of diesel engine complete with radiator, exhaust system, governor, alternator with exciter and flywheel with flywheel housing, mounted on a steel base. The automatic voltage regulator may be mounted on the alternator. Generator control, protection, monitoring systems and accessories shall be mounted on a control panel. Generator set shall be factory assembled and aligned accurately on the steel base which shall be strong and rigid enough to ensure permanent alignment of all rotating units and prevent vibration build up and shall permit skidding in any direction during installation.

3.6.2 Engine-Generator Set – Ratings

Standby power Not less than the 450 kVA at 0.8 power factor Rated speed 1500 rpm

3.6.3 Engine-Generator Set Features

Generator set shall have the following features:

- Factory-mounted on a common, rigid, welded, structural steel base.
- Automatic start, accelerate to the rated speed and deliver the specified kW/kVA output at 50 Hz within 10 seconds.
- Recover rapidly from instantaneous changes between no load and the specified kW/kVA rating, and the reverse changes of load, without damage.
- Engine-generator set shall be statically and dynamically balanced at the factory.

3.6.4 Sound and Vibration Reduction

Flexible connection shall be provided to all exhaust, water, air, fuel and oil piping that leave the engine to prevent the transmission of vibration and the fracture of the piping due to movement of the set. The choice of connections and their installation is to be such as to give long life under normal operating condition of the set.

3.6.5 Statuary Requirements

The generator room shall be minimum of 73 dB (A) at 1 m distance.

Also shall comply the CEA regulation for noise level at the boundary and Noise level outside the generator room shall meet the Central Environmental Authority (CEA) requirements. CEA requirements with regard to the generator sets are as follows.

The in-plant generator planned to be used during power failures should be installed in such a manner that the noise generated from the operation of the in-plant generator shall be maintained at or below 60dB (A) during day time and 50dB (A) during night time at the boundary. The generator shall be installed on resilient foundations in an enclosed sound proof chamber”.

The above CEA requirements may apply at the boundary of the building premises where the generators are installed.

3.7 Generator General specifications

3.7.1 Engine Parameters

Engine power	shall be adequate to deliver generator output (net of radiator fan power) of 352kw
Rated speed	1500 rpm
No. of cylinders	Not less than 6
Cycle	4 stroke

3.7.2 Engine Cooling System

The engine shall be closed loop water-cooled. A radiator shall be provided and mounted on the combined under base and arranged to cool the engine jacket water, lubricating oil and charge air as appropriate. Circulation of cooling water through the engine and radiator shall be by means of engine driven pump. The water circuits shall be fitted with an easily accessible drain point. The cooling fan shall be arranged to drive directly by the engine.

Cooling capacity shall not be less than the cooling requirements of the engine-generator set and its lubricating oil while operating continuously at 110 percent of its specified rating.

The preferred setup for cooling air shall be to arrange the air inlets such that relatively clean, cool, dry air is drawn across the generator to the engine. The air shall be then drawn into the radiator fan, and shall be blown through the radiator.

3.7.3 Exhaust System

Engine exhaust system shall be complete with a flexible section, a muffler and exhaust piping graded away from the engine to the outside. Exhaust system shall include heavy-duty industrial capacity critical type exhaust silencer and stainless steel exhaust bellows. The exhaust silencer and the exhaust piping shall be fully heat insulated with environmentally friendly lagging material. To release exhaust gases at appropriate elevation, additional exhaust pipes shall be supplied and installed. Material and diameter of the additional pipes shall be stainless steel, with same diameter as the engine manufacturer's standard exhaust pipes. The exhaust shall be taken above the roof slab and 2.5 m above.

3.7.4 Engine Starting System

The engine shall be equipped with an electronic starting system, which is arranged for fully automatic starting upon receiving the signal from AMF/ATS on failure of any phase of the main power supply.

Engine starting System shall start the engine at any position of the flywheel.

Electric cranking motor: Rating shall be adequate for cranking the cold engine at the voltage provided by the battery system, and at the required speed during five consecutive starting attempts of 10 seconds cranking each at 10 second intervals, for a total of 50 seconds of actual cranking without damage.

Batteries: 12 volt or 24 volt with the following features:

- Batteries shall be lead-acid type.
- Each battery cell shall have minimum and maximum electrolyte level indicators.
- Batteries shall have connector covers for protection against external short circuits.
- With the charger disconnected, the batteries shall have sufficient capacity so that the total system voltage does not fall below 85 percent of the nominal system voltage with the following demands:
 - Five consecutive starting attempts of 10 seconds cranking at 10 second intervals for a total of 50 seconds of actual cranking
- Battery racks shall be metal with an acid resistant finish and thermal insulation, and secured to the floor/unit.
- Battery shall operate continuously for 12 hours and be able to provide the cranking power described in above without charging.

- 4 **Battery Charger:** Charger shall be provided with both AC and DC transient protection. Charger shall be able to recharge a fully discharged battery without tripping AC protective devices. AC circuit breaker shall not trip under any DC load condition including short circuit on output terminals. The charger shall be capable of recharging the fully discharged battery in less than 12 hours and simultaneously power the Supervisory and Control panel. The charger shall have fused AC input and DC output protection, and shall not discharge the batteries when AC power fails.

4.7.1 Engine Filtration System

Shall consist of sealed paper mesh type dry air filters, cartridge type fuel filters and full flow lube oil filters. All filters shall have replaceable elements.

4.7.2 Lubricating System

Lubrication of the engine shall be by means of an engine driven integral pump. The pump shall have on the suction side a coarse strainer and on the delivery side a duplex 'full flow' fine filter complete with changeover cock incorporating pressure bypasses to facilitate oil flow to the engine should the filter become blocked. A permanently installed manual feed pump with necessary connections shall be provided to remove the lubricating oil from the engine sump during servicing.

4.7.3 Engine Protections:

The engine shall be provided with following protection devices for alarm and shutting down the engine automatically.

- (a) Low lubricating oil pressure
- (b) High cooling water temperature
- (c) Engine over speed
- (d) Over crank

4.7.4 Generator system protections:

- (a) Protection of over-current and short-circuit
- (b) Protection of emergency shut down

3.8 Alternator

3.8.1 Generator Alternator Parameters

Rated Output -	Not less than 450 kVA
Rated Power Factor -	0.8
Frequency -	50 Hz
Rated Voltage- 400/230 V, 3 phase & neutral Connection -	Three
phases & neutral star connected Insulation -	Class H

3.8.2 Alternator – General

The alternator shall be synchronous, brushless type with fully interconnected damper windings. The alternator shall have low waveform distortion with non-linear loads and shall have been designed for sustained short circuit currents. The alternator frame shall be of screen protected and drip-proof type.

Nameplates attached to the alternator and exciter shall show the manufacturer's name, equipment identification, serial number, voltage ratings, field current ratings, kW/kVA output ratings, power factor rating, temperature rise ratings, RPM rating, full load current rating, number of phases and frequency, and year of manufacture.

The neutral shall be electrically isolated from equipment ground and terminated in same terminal box as the phase conductors. Neutral shall be solidly earthed.

Cooling of the generator shall be by a radial flow fan. Generator bearings shall be of the ball or roller type, rated for long life and pre-packed with sufficient grease for operating over long periods without replenishment.

Thermostatically controlled low temperature heaters of sufficient rating to maintain the windings in dry condition during long periods of standstill shall be fitted in the stator casing and wired out to a terminal box on the bed plate, which in turn shall be connected to the 230volt single phase supply.

3.8.3 Automatic Voltage Regulator

A fully sealed automatic voltage regulator shall maintain the voltage within the limits of $\pm 1.5\%$ of rated voltage from no load to full load at any power factor between 0.8 lagging and unity. It shall correct voltage fluctuations rapidly and restore the output voltage to the predetermined level with a minimum amount of hunting.

3.8.4 Alternator Protections

The following protections shall be provided for the alternator, to trip off the main breaker and shut down the engine.

- (a) Over current protection
- (b) Over voltage protection

3.8.5 Generator Circuit Breaker

Power switching and over-current/short-circuit current protection shall be accomplished with a molded case circuit breaker. Circuit Breaker shall meet the following requirements.

- 1) Shall be in accordance with IEC 60947-2.
- 2) Shall be provided with solid state adjustable trip type control module.
- 3) Trip unit shall have field adjustable tripping characteristics as follows:
 - a) Long-time current setting (continuous).

- b) Long-time delay
- c) Short-time trip point.
- d) Short-time time delay.
- e) Instantaneous trip point.
- 4) Electrically and mechanically trip free.
- 5) Manual operating handle with lock-open padlocking provisions, and position indicators on the front of the breaker.

3.8.6 Alarms & Indications

The alarms and indications shall include but not be limited to the following.

- (a) Low Lubricant oil pressure shut down indication
- (b) High water temperature shut down indication
- (c) Over speed shut down indication
- (d) Over current trip indication
- (e) Over voltage trip indication
- (f) Fail to start indication
- (g) Mains available indication
- (h) Mains on load indication
- (i) Generator on load indication
- (j) Indication Reset Button

All protection, alarm indicators shall be of audio visual resetting type. Audio alarm shall automatically switch off after three minutes.

3.8.7 Metering & Instrumentation

Meters shall be solid state type multi-function power meters. Wherever a kWh and/or kW meter is indicated in the drawings and/or bill of quantities, a solid state power meter shall be provided. The following measurements shall be possible with the multifunction power meter.

Instantaneous RMS values

- Active power (kW) and reactive power (kVA) - total and per phase
- Current (A) – 3 phases and neutral
- Voltage (V) – phase to phase and phase to neutral
- Frequency (Hz)
- Apparent power (kVA)

Accuracy of multi-function power meter shall be not less than the following.

Energy and power accuracy	– 2%
Current and voltage accuracy	- 0.5%

3.8.8 Remote monitoring & control system

All the parameters/ warnings/ signs at generators should be available to see/control in remote computer and/ or smart phone via GSM technology or intranet. Through that generator supplier/ service provider should advise client/NBRO about generator status regularly.

3.9 Miscellaneous

The generator shall have its own static battery charger (Boost & Trickle) to charge battery bank by means of main power source of single phase 230V A.C. when the plant is shut down.

3.10 Fuel Delivery System

Integral base fuel tank shall be integrated to the engine. Capacity of this shall be sufficient for 8-hour full load operation of the generator. Primary and secondary fuel filter, fuel transfer pumps, fuel cooler integral with cooling system, flexible fuel lines and fuel level switch shall be included to the fuel delivery system.

3.11 Tests

3.11.1 Shop Tests

The following tests and checks shall be carried out in the manufacturer's workshops and test certificates shall be submitted.

- All tests as required by the manufacturer's practice or by applicable standards during the manufacture stage.
- 1. Quick Start Test: Record time required for the engine generator set to develop specified voltage, frequency and kW load from a standstill condition.
- 2. Performance tests on the assembled diesel generating set (with voltage regulator)

3.11.2 Site Tests

The following tests shall be carried out after installation at the Site:

1. Operational tests (including instantaneous loading and load rejection)
2. Measurement of the output
3. Functional testing of all alarm and control devices
4. Checking of the starting time and of the time up to taking-over full load.
5. Testing of noise levels.

All the drawings and testing reports shall be signed by chartered electrical engineer,

3.12 LV Power Cables

3.12.1 General

The cables shall be sized to comply with the regulations & applicable industrial standards.

3.12.2 Cables

LV power cable required for connection from diesel generator to ATS panel shall be supplied and installed. LV power cable shall be of copper conductor, unless otherwise specified, XLPE insulated, PVC sheathed armoured or non armoured four-core or single-core cables and shall be of 600/1000 volt grade complying with BS 5467 or IEC 60502. Conductor size of the cable shall be decided by considering the total allowable voltage drop in the cable and current rating.

3.13 Miscellaneous

3.13.1 Maintenance

The Vendor should provide comprehensive maintenance for 2 years from date of commissioning including all necessary parts.

3.13.2 Submittals

The following documents shall be submitted by the Contractor at the appropriate time.

A. Shop Drawings:

1. Sufficient information, clearly presented, shall be included to determine compliance with specifications.

B. Manuals:

1. Submit, simultaneously with the shop drawings, companion copies of complete maintenance and operating manuals of the engine generator set and auxiliaries including technical data sheets, wiring diagrams, and information, such as telephone number, fax number, and web sites, for ordering replacement parts.
2. Two weeks prior to the final inspection, submit four copies of the updated maintenance and operating manual to the Consultant Engineer:
 - a. Include complete "As installed" diagrams, which indicate all items of equipment and their interconnecting wiring.
 - b. Include complete diagrams of the internal wiring for each of the items of equipment, including "As installed" revisions of the diagrams.
 - c. The wiring diagrams shall identify the terminals to facilitate installation,

maintenance, operation and testing.

- d. Complete lists of spare parts and special tools recommended for two years of normal operation of the complete system.

3. Technical Literature of ATS should be submitted to the consultant for approval.

3.14 Warranty

Warranty period of the Diesel Generator and all the equipment supplied under this contract shall be 730 days from the date of commissioning of the set at site. Contractor shall be attended necessary servicing of the generator (as recommended by the manufacturer), **free of charge**, during the warranty period. The servicing and maintenance shall include the supply of necessary oil, grease, cleaning material, etc. and labour.

4 Earthing System

An earthing system as per BS EN 7430 shall be provided. The earth resistance of the earthing system shall not exceed 10 (ten) Ω .

Earth electrode shall consist of 16 mm diameter extensible type hard drawn solid copper rods complete with driving stud, coupling dowels and spike. Length of the earth electrode shall be in line with the specifications given in BS EN 7430 (or 2.5 m in length). Instead of solid copper rods copper bonded steel rods, which is electrolytic copper molecularly bonded to a thickness of 0.25 mm on to a steel core are also be acceptable. Other acceptable earth systems like plates, etc. also could be considered.

The Contractor shall measure the resistance of each earth electrode immediately after it is driven. If the earth resistance is more than the permitted value, the Contractor shall install additional rods, which shall be coupled to the rod already installed to obtain acceptable value of resistance.

5 Handing Over

a. As Built Drawings

After completion of the project the contractor shall handover three sets of A1/A3 size hard copies & 1 set of soft copies in a CD (consisting of PDF version) of As Built drawings to cover the entire installation incorporating all the changes / revisions.

b. Manuals and Technical Catalogues

Operation and maintenance manuals and relevant technical catalogues of equipment used in the system shall be handed over.

Recommended brands:

1	Generator set	Caterpillar Cummins Perkins Or Equivalent	
2	Automatic Transfer Switch	Socomec Or Equivalent	France
3	Power Cables	ACL Kelani Sierra Or Equivalent	Sri Lanka Sri Lanka Sri Lanka

Note:

Reference made here to certain manufacturers products and items identified by registered trademarks. This has been done for the sole purpose of defining and establishing standards of quality and performance and not with the intention of restricting the procurement of materials or fittings to a particular manufacture. Tenderer shall ensure that all products, even though they are from the above list, meet the specification requirement.

4. Drawings

This Tender Document includes no drawings.

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5. Inspections and Tests

The following inspections and tests shall be performed:

Goods will be accepted after Checking and certifying the accuracy of the function/s of the units, by the qualified team, appointed by the purchaser.

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PART 3 - Conditions of Contract and Contract Forms

RLVMMP

Section VIII - General Conditions of Contract (GCC)**Clauses**

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Appendix to General Conditions: Prohibited Practices

Section VIII - General Conditions of Contract (GCC)**1. Definitions**

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

Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Prohibited Practices

3.1 The Bank requires compliance with the Bank’s Policy on Prohibited Practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party; the amount and currency; and the purpose of the commission, gratuity or fee.

4. Interpretation

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

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the SCC.

(b) The terms EXW, CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

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

4.5 Nonwaiver

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

4.6 Severability

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

5. Language

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

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

- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause origin means the country where the goods have been grown, mined, cultivated, produced, manufactured or processed; or through manufacture, processing or assembly, another commercially recognized article result that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when
- (a) as a matter of law or official regulations, the Recipient’s country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient’s Country prohibits any import of goods from that country or any payments to any country, person or entity in that country.

- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Inspections and Audit by the Bank**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 The Supplier shall permit and shall cause its agents (whether declared or not), subcontractors, subconsultants, service providers, suppliers and their personnel, to permit the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, tender submission, proposal submission, and contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank.
- 12. Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents**
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and Duties**
- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

- 18. Performance Security**
- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the **SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data and other

information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities or liability under the Contract.

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards as specified in the Schedule of Supply part of the Contract and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the

Purchaser, by giving a notice of such disclaimer to the Purchaser.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Supply part of the Contract. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

24. Insurance

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

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in

the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent
Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

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

- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;

- (c) the place of delivery and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s), including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Goods.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price, but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract or

- (iii) if the Supplier, in the judgment of the Purchaser has engaged in Prohibited Practices, as defined in paragraph 2 of the Appendix to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

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

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

- 36. Assignment** 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
- 37. Export Restriction** 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX TO GENERAL CONDITIONS

Prohibited Practices

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
2. Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:
 - (h) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party.
 - (i) “**Collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - (j) “**Corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - (k) “**Fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (l) “**Misuse of resources**” means improper use of the Bank’s resources, carried out either intentionally or through reckless disregard.
 - (m) “**Obstructive practice**” means any of the following practices: (i) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation or (v) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information.
 - (n) “**Theft**” means the misappropriation of property belonging to another party.
3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank’s Policy on Prohibited Practices. Suppliers, contractors, service providers and consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of the Bank’s Procurement Instructions for Recipients, as well as the Recipient shall fully cooperate with the Bank (or a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank’s Procurement Instructions for Recipients) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be

relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.

4. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.
5. If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients):
 - (a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:
 - (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its subconsultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and
 - (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or implementation of the contract in question; and
 - (b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring tenderers, suppliers and contractors and their subcontractors, agents, personnel, consultants, service providers or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) to inspect all accounts, records and other documents relating to the submission of tenders and contract performance, and to have them audited by auditors appointed by the Bank.

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Section IX - Special Conditions of Contract (SCC)

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

GCC 1.1(i)	The Purchaser's Country is: Sri Lanka
GCC 1.1(j)	The Purchaser is: Project Director, Reduction of Landslide Vulnerability by Mitigation Measures Project
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: As specified in the List of Goods and Delivery Schedule
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2020
GCC 5.1	The language shall be: English
GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: <i>Mr.R.M.S.Bandara</i> <i>Project Director</i> <i>Reduction of Landslide Vulnerability by Mitigation Measures Project</i></p> <p>Address: <i>No 99/1, Jawatta Road</i></p> <p>City: <i>Colombo 05</i></p> <p>ZIP Code: <i>00500</i></p> <p>Country: <i>Sri Lanka</i></p> <p>Telephone: <i>+94 11 255 9869</i></p> <p>Electronic mail address: pd.rlvmp@gmail.com</p>
GCC 9.1	The governing law shall be the law of: Democratic Socialist Republic of Sri Lanka.
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's Country.”</p>

	<p>10.2 (a) Contract with foreign Supplier:</p> <p><i>[For contracts entered into with foreign suppliers, international commercial arbitration may have practical advantages over other dispute settlement methods. The Bank should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><i>If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p><i>If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration</p>
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	<p>under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p>10.2 (b) Contracts with national Supplier of the Purchaser's Country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p>
<p>GCC 13.1</p>	<p>Details of shipping and other documents to be furnished by the Supplier are:</p> <p>For Goods supplied from outside the Purchaser's country as per Incoterms CIP: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email or fax of the full details of the shipment, including: Contract number, description of Goods, quantity, the number and date of transport document (such as bill of lading, railway or road consignment note or multimodal transport document), date of shipment, expected date of arrival, the vessel, port of loading, port of discharge, etc.</p> <p>The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (a) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price and total amount; (b) original and two copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and two copies of nonnegotiable bill of lading; (c) two copies of the packing list identifying contents of each package; (d) insurance certificate; (e) Manufacturer's or Supplier's warranty certificate; (f) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (g) certificate of origin. <p>The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival, and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>For Goods supplied from within the Purchaser's country as per Incoterm EXW: Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p>

	<p>(a) two copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price and total amount;</p> <p>(b) delivery note, railway receipt or truck receipt;</p> <p>(c) Manufacturer’s or Supplier’s warranty certificate;</p> <p>(d) inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and</p> <p>(e) evidence of payment of customs duties or other similar import taxes on directly imported components incorporated in the Goods.</p> <p>The above documents shall be received by the Purchaser before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed “<i>shall not</i>,” be adjustable.</p>
GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in United States Dolor (USD) in the following manner:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tender Document or another form acceptable to the Purchaser;</p> <p>(ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13; and</p> <p>(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser for the respective delivery.</p> <p>Payment of local currency portion shall be made in Sri Lankan Rupees (LKR) within thirty (30) days of presentation of claim supported by a certificate from the</p>

	<p>Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country shall be made in Sri Lankan Rupees (LKR), in the following manner:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tender Document or another form acceptable to the Purchaser.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price of the Goods delivered shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: Ten (10) percent of the Contract Price of the Goods received shall be paid to the Supplier within thirty (30) days upon submission of a claim supported by the acceptance certificate issued by the Purchaser for the respective delivery.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be sixty (60) days as specified in GCC 16.3.</p> <p>The interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.</p>
GCC 18.1	<p>A Performance Security "shall" be required.</p> <p>The amount of the Performance Security shall be: 10% of the Total Contract Price</p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of <i>a Demand Guarantee</i>.</p> <p>If required, the Performance Security shall be denominated in a freely convertible currency acceptable to the Purchaser.</p>
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p>

GCC 26.1	The inspections and tests shall be: Goods will be accepted after Checking and certifying the accuracy of the function/s of the units, by the qualified team, appointed by the purchaser.
GCC 26.2	The inspections and tests shall be conducted at: National Building Research Organisation, 99/1, Jawatta Road, Colombo 05, Sri Lanka
GCC 27.1	The liquidated damage shall be: The liquidated damage shall be 0.5% of Contract Price per week.
GCC 27.1	The maximum amount of liquidated damages shall be: 5% of Contract Price.
GCC 28.3	The period of validity of the Warranty shall be: 36 months. For purposes of the Warranty, the place(s) of final destination(s) shall be: National Building Research Organisation, 99/1, Jawatta Road, Colombo 05, Sri Lanka
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 14 days
GCC 33.4	If the value engineering proposal is approved by the Purchaser the amount to be paid to the Supplier shall be 50 percent of the reduction in the Contract Price.

Section X - Contract Forms

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REVIEWED

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]

[Send this Notification to the Tenderer’s Authorized Representative named in the Tenderer Information Form]

For the attention of Tenderer’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

[IMPORTANT: insert below the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

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

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where Tender is issued]*

Loan No.: *[insert reference number for loan/credit/grant]*

Tender No.: *[insert the Tender reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Tender; and/or
- b) submit a Procurement-Related Complaint in relation to the decision to award the contract.

1. The successful Tenderer

Name:	<i>[insert name of successful Tenderer]</i>
Address:	<i>[insert address of the successful Tenderer]</i>
Contract price:	<i>[insert contract price of the successful Tender]</i>

2. List of all Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender including the successful Tenderer, together with the corresponding Tender price as read out at tender opening and the evaluated Tender price (if applicable).]

Name of Tenderer	Tender Price	Evaluated Tender Price (if applicable)
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

3. Reason/s why your Tender was unsuccessful

[INSTRUCTIONS: State the reason/s why this Tenderer’s Tender was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Tenderer’s Tender or (b) information that is marked confidential by the Tenderer in its Tender.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

If your request for a debriefing is received within the three (3)-Business Day deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-Related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

At this point in the procurement process, you may submit a Procurement-Related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

For more information see the [Procurement Instructions for Recipients](#) (Annex IV, Complaint Monitoring).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

For and on behalf of the Purchaser:

Signature: _____

Name: _____

Title/Position: _____

Telephone: _____

Email: _____

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Beneficial Ownership Disclosure Form

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Tenderer. In case of joint venture, the Tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- *directly or indirectly holding 25 percent or more of the shares,*
- *directly or indirectly holding 25 percent or more of the voting rights or*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender No.: *[insert number of Tendering process]*

Tender Name: *[insert title of the Tender Document]*

To: *[insert complete name of Purchaser]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership:

[select one of the options described below as applicable and delete the other options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25 percent or more of the shares (Yes / No)	Directly or indirectly holding 25 percent or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first),</i>			

<i>nationality, country of residence]</i>			
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OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25 percent or more of the shares,
- directly or indirectly holding 25 percent or more of the voting rights or
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25 percent or more of the shares,
- directly or indirectly holding 25 percent or more of the voting rights or
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer”

Name of the Tenderer:* *[insert complete name of the Tenderer]* _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:** *[insert complete name of person duly authorized to sign the Tender]*_____

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]* _____

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*In the case of the Tender submitted by a Joint Venture, specify the name of the Joint Venture as Tenderer. In the event that the Tenderer is a joint venture, each reference to “Tenderer” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Tender shall have the power of attorney given by the Tenderer. The power of attorney shall be attached with the Tender Schedules.

Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your Tender dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the SCC]* for the Contract Price of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form; and (ii) the additional information on beneficial ownership in accordance with TDS ITT 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the Tender Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

[The successful Tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Tenders for certain Goods and Related Services, viz., *[insert brief description of Goods and Related Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Related Services, in the sum of *[insert currency or currencies and amount of contract price in figures and words]* (hereinafter called “the Contract Price”).

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents:
 - (a) the Letter of Acceptance,
 - (b) the Letter of Tender,
 - (c) the Addenda Nos. _____ (if any),
 - (d) the Special Conditions of Contract,
 - (e) the General Conditions of Contract,
 - (f) the Schedule of Supply (including Schedule of Requirements and Technical Specifications),
 - (g) the completed Schedules (including Price Schedules) and
 - (h) any other document listed in GCC as forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to supply the Goods and Related

Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

**Performance Security
Bank Guarantee**

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and address of the Purchaser]*

Date: ___ *[Insert date of issue]*

PERFORMANCE GUARANTEE NO.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Goods and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight (28) days after the expected completion date as described in GCC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount in figures]* (_____) *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Contract Price, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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