



Ministry of Fisheries, Aquatic and Ocean Resources
National Aquaculture Development Authority of Sri Lanka (NAQDA)

PROCUREMENT DOCUMENT

**International Competitive Bidding for Supply and
Delivery of Live Aquaculture Species (Ornamental Fish,
Shrimp, Seabass, Grouper and Tilapia) for the National
Aquaculture Development Programme**

Contract Number - NQ/2/PRO/2026/INT/01

**National Aquaculture Development Authority of Sri Lanka
41/1, New Parliament Rd, Pelawatta, Battaramulla, Sri Lanka**

Tel: +94 112882227 E-mail: info@naqda.gov.lk

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International Competitive Bidding for Supply and Delivery of Live Aquaculture Species (Ornamental Fish, Shrimp, Seabass, Grouper and Tilapia) IFB No: NQ/2/PRO/2026/INT/01

1. The National Aquaculture Development Authority of Sri Lanka (NAQDA) is a corporate body established under the National Aquaculture Development Authority Act No. 53 of 1998 for the development and management of aquaculture and aquatic resources, and the regulation of aquaculture operations.
2. The Chairman, Department Procurement Committee (DPC) on behalf of National Aquaculture Development Authority of Sri Lanka (NAQDA) invites sealed bids from eligible bidders for Supply and Delivery of Live Aquaculture Species (Ornamental Fish, Shrimp, Seabass, Grouper and Tilapia) for the National Aquaculture Development Authority of Sri Lanka (NAQDA).
3. Bidders may submit bids for all Lots, multiple Lots, or a single Lot of the contract, as described in Schedule of Requirement.
4. Total cost estimate of the procurement is LKR 26.39 million. /USD 80,000
5. Bidding will be conducted through the International Competitive Bidding (ICB – Single Stage One Envelope Bidding Procedure) specified in the National Procurement Guidelines 2024 and are opened to all eligible bidders as defined in the Guidelines.
 - a) The bidder shall be a legally registered business entity under the applicable laws of the country of origin.
 - b) The bidder shall not have been subject to any conviction, sanction, or legal penalty imposed by a court of law within the last five (5) years preceding the bid submission deadline.
 - c) The bidder shall have a minimum of five (5) years of experience in aquaculture operations, including hatchery management, aquaculture farm operations, and the supply of aquaculture seed or live aquatic species.
 - d) The bidder shall have successfully completed at least two (2) contracts for the export of aquaculture species within the last three (3) years prior to the bid submission deadline. The value of each contract shall be not less than LKR Two Million (LKR 2,000,000) or an equivalent amount in a freely convertible currency.
 - e) The bidder shall demonstrate a minimum average annual turnover of not less than LKR Three Million (LKR 3,000,000) or an equivalent amount in a freely convertible currency during the last three (3) financial years
6. Interested Bidders may obtain further information from Procurement Unit, NAQDA, 41/1, New Parliament Rd, Pelawatta, Battaramulla, Sri Lanka or through Telephone: +94759572544/ +94112786544, Email: po@naqda.gov.lk and inspect the Procurement

Document free of charge during 9.00 a.m. to 3.00 p.m. on working days commencing from August 04, 2026, at the above address. Procurement Document is published on Ministry of Fisheries website (www.fisheries.gov.lk) and National Aquaculture Development Authority of Sri Lanka (NAQDA) (www.naqda.gov.lk) for reference purpose.

7. The Procurement Document may be downloaded from the NAQDA website at (www.naqda.gov.lk) Alternatively, a printed copy of the Procurement Document may be obtained from the address specified in Paragraph 6 above. To be considered eligible, bidders shall pay a non-refundable fee of LKR 5000.00. The fee shall be paid either by depositing the amount to the following Government of Sri Lanka account:

Director General

National Aquaculture Development Authority of Sri Lanka

Account No: 3270048

SWIFT / BIC Code: BCEYLKLX

Branch Name: Bank of Ceylon, Battaramulla

Bank Name: Bank of Ceylon (BOC)

a scanned copy of the payment slip could be emailed to the email address provided in para 6 before the bid submission.

or by making a cash payment to the Shroff at NAQDA at the address specified in Paragraph 6 above. The original payment slip or the official NAQDA receipt shall be submitted together with the Bid.

8. In lieu of a Bid Security, all bidders shall submit a duly signed Bid Declaration as part of their bid submission. The Bid Declaration shall confirm that the bidder will not withdraw, modify, or otherwise alter the bid during the period of bid validity and will accept the contract if awarded. Failure to submit the Bid Declaration in the prescribed format shall result in the bid being rejected as non-responsive.
9. Bids must be delivered to the address (above para 6) on or before 2.00 p.m. on September 15, 2026. Late bids will be rejected. Bids will be opened soon after the bid closing in the presence of the bidders' representatives, who choose to attend at 2.00 p.m. on September 15, 2026.
10. A Pre-Bid Meeting will be held at 10.30 a.m. on , August 19 2026, at the Auditorium of the National Aquaculture Development Authority, 41/1, New Parliament Rd, Pelawatta, Battaramulla, Sri Lanka. All interested bidders are invited to participate in the Pre-Bid Meeting. For the convenience of international bidders, arrangements will also be made to participate in the meeting through an online platform. The link and access details for joining the meeting virtually will be communicated via NAQDA website (www.naqda.gov.lk) prior to the meeting date.

Chairman,
Department Procurement Committee (DPC)
41/1, New Parliament Rd,
Pelawatta, Battaramulla

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders	
	A. General
1. Scope of Bid	1.1 In connection with the Invitation for Bids, specified in the Bid Data Sheet (BDS), the Purchaser, as specified in the BDS, issues these Procurement Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are specified in the BDS. 1.2 Throughout these Procurement Documents: (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; and (c) “day” means calendar day.
2. Source of Funds	2.1 The Employer or Client or Procurement Entity (hereinafter called “Employer”) specified in the BDS has utilized for Payments under this contract will be financed by the source specified in the BDS.
3. Corrupt and Fraudulent Practices	3.1 The Government of Sri Lanka requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section V. 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit the Government of Sri Lanka to inspect all accounts, records and other documents relating to any prequalification process, bid submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Government of Sri Lanka.
4. Eligible Bidders	4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—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 joint venture, all members shall be jointly and severally liable for the execution of the 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 bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV. 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder: (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Employer for the Contract implementation; or (h) 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 BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or (i) has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the
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	preparation of the Procurement Documents or specifications of the contract, and/or the bid 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 Government of Sri Lanka (GOS). throughout the procurement process and execution of the contract 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder 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 sub-contractors or sub-consultants for any part of the Contract including related Services. 4.4 A Bidder that has been sanctioned by the Government of Sri Lanka in accordance with the above ITB 3.1, including in accordance with the Government of Sri Lanka's Guidelines on Preventing and Combating Corruption in Projects Financed by GOSL ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Government of Sri Lanka-financed contract or benefit from a Government of Sri Lanka-financed contract, financially or otherwise, during such period of time as the Government of Sri Lanka shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS. 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Government of Sri Lanka's satisfaction, through all relevant documents, including its Charter and other information the Government of Sri Lanka may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared Government of Sri Bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of
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	the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution. 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration. 4.7 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
5. Eligible Goods and Related Services	5.1 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance. 5.2 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 results that differs substantially in its basic characteristics from its components.
	B. Contents of Procurement Document
6. Sections of Procurement Document	6.1 The Procurement Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8. PART 1 Bidding Procedures • Section I. Instructions to Bidders (ITB) • Section II. Bidding Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms • Section V. Government of Sri Lanka Policy - Corrupt and Fraudulent Practices

	PART 2 Supply Requirements • Section VI. Schedule of Requirements PART 3 Contract • Section VII. General Conditions of Contract (GCC) • Section VIII. Special Conditions of Contract (SCC) • Section IX. Contract Forms
	6.2 The Invitation for Bids issued by the Purchaser is not part of the Procurement Document. 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Procurement Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail. 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Procurement Documents and to furnish with its Bid all information or documentation as is required by the Procurement Documents.
7. Clarification of Procurement Documents	7.1 A Bidder requiring any clarification of the Procurement Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Purchaser shall forward copies of its response to all Bidders who have acquired the Procurement Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Procurement Documents, the Purchaser shall amend the Procurement Documents following the procedure under ITB 8 and ITB 22.2.
8. Amendment of Procurement Document	8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Procurement Documents by issuing addenda. 8.2 Any addendum issued shall be part of the Procurement Documents and shall be communicated in writing to all who have obtained the Procurement Documents from the Purchaser in

	accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1. 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.
	C. Preparation of Bids
9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1 The Bid shall comprise the following: (a) Letter of Bid in accordance with ITB 12; (b) completed schedules, in accordance with ITB 12 and 14 (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1; (d) alternative bids, if permissible, in accordance with ITB 13; (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted; (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid; (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

	(i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Procurement Documents; (j) any other document required in the BDS. 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement. 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
12. Letter of Bid and Price Schedules	12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1. Unless otherwise specified in the BDS, alternative bids shall not be considered.
14. Bid Prices and Discounts	14.1 The prices and discounts quoted by the Bidder in the Letter of Bid 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 Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered. 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1. 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of

	the Contract, a bid 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 ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids 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 BDS. 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder 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 Bidder; 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 BDS.
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	(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 BDS; (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 BDS; (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 Bidder; and (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS. (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: (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
15. Currencies of Bid and Payment	15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price

	that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the BDS. 15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.
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 ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. 16.2 To establish the conformity of the Goods and Related Services to the Procurement Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section 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 Bidder 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 BDS 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 Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.
17. Documents Establishing the Eligibility and	17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV,

Qualifications of the Bidder	Bidding Forms. 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction: (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country; (b) that, if required in the BDS, in case of a Bidder not doing business within the Purchaser's Country, the Bidder 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 Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
18. Period of Validity of Bids	18.1. Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date specified in the BDS, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive. 18.2. In exceptional circumstances, prior to the expiry of the bid validity, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 18, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3. 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows: (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS. (b) In the case of adjustable price contracts, no adjustment shall

	be made. (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.
19. Bid Security	19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as specified in the BDS, in original form and, in the case of a bid security. In the amount and currency specified in the BDS. 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms. 19.3. The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option: (a) an unconditional bank guarantee; (b) an irrevocable letter of credit; (c) a cashier's or certified check; or (d) another security specified in the BDS 19.4. from a reputable source from an eligible country. The Bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid security shall be valid for twenty-eight days (28) beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2. 19.5. Any Bid not accompanied by an enforceable and compliant Bid security shall be rejected by the Employer as non-responsive. 19.6. If The Bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42. 19.7. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security. 19.8. The Bid Security may be forfeited: (a) if a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid, or

	any extended date provided by the Bidder; (b) if the successful Bidder fails to: (i) sign the Contract in accordance with ITB41; or (ii) furnish a performance security in accordance with ITB 42. 19.9. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2. 19.10. If a bid security is not required in the BDS, pursuant to ITB 19.1, and (a) if a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder, or (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42; the Employer may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS.
20. Format and Signing of Bid	20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail. 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid. 20.3 In case the Bidder is a JV, the Bid 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. 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
	D. Submission and Opening of Bids
21. Sealing and Marking of Bids	21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. 21.2. The inner and outer envelopes shall: (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB 24.1; (c) bear the specific identification of this bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for bid 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 bid.
22. Deadline for Submission of Bids	22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS. 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Procurement Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
23. Late Bids	23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to

	the Bidder.
24. Withdrawal, Substitution, and Modification of Bids	24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be: (a) prepared and submitted in accordance with ITB 20 and 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 bids, in accordance with ITB 22. 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders. 24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
25. Bid Opening	25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS. 25.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid

	substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further. 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner specified in the BDS. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1). 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
	E. Evaluation and Comparison of Bids
26. Confidentiality	26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40. 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid. 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the

	Purchaser on any matter related to the bidding process, it should do so in writing.
27. Clarification of Bids	27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. 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 Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31. 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
28. Deviations, Reservations, and Omissions	28.1 During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Procurement Documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Procurement Documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Procurement Documents
29. Determination of Responsiveness	29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11. 29.2 A substantially responsive Bid is one that meets the requirements of the Procurement Documents 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 Procurement Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids. 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission. 29.4 If a bid is not substantially responsive to the requirements of Procurement Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
30. Nonconformities, Errors and Omissions	30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid. 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
31. Correction of Arithmetical Errors	31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as

	quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
32. Conversion to Single Currency	32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.
33. Margin of preference	33.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
34. Evaluation of Bids	34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. 34.2 To evaluate a Bid, the Purchaser shall consider the following: (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1; (c) price adjustment due to discounts offered in accordance with ITB 14.3; (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32; (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria; 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 bid evaluation. 34.4 If these Procurement Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria 34.5 The Purchaser's evaluation of a bid will exclude and not take into account: (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder; (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder; (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid. 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 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 bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).
35. Comparison of Bids	35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. 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 destination, for goods manufactured within the Employer'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. Qualification of	36.1 The Purchaser shall determine to its satisfaction whether the

the Bidder	Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. 36.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Government of Sri Lanka due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor. 36.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
	F. Award of Contract
38. Award Criteria	38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Procurement Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
39. Purchaser's Right to Vary Quantities at Time of Award	39.1 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 BDS, and without any change in the unit prices or other terms and conditions of the bid and the Procurement Documents.
40. Notification of	40.1 In accordance with the provisions set out in the Bid Data Sheet

Award	(BDS), this procurement process shall be subject to the procedures relating to Notification of Intention to Award, Debriefing of Bidders, and the applicable Appeal mechanisms. 40.2 Prior to the date of expiry of the Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded. 40.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. 40.4 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.2, requests in writing the grounds on which its bid was not selected.
41. Signing of Contract	41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement. 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. 41.3 Notwithstanding ITB 41.2 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 Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Government of Sri Lanka that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the

	Bidder 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.
42. Performance Security	42.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country. 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General									
ITB 1.1	The reference number of the Invitation for Bids is : NQ/2/PRO/2026/INT/01_____									
ITB 1.1	The Purchaser is: Director General, National Aquaculture Development Authority of Sri Lanka (NAQDA)									
ITB 1.1	The name of the ICB is: International Competitive Bidding for Supply and Delivery of Live Aquaculture Species (Ornamental Fish, Shrimp, Seabass, Grouper and Tilapia) The identification number of the ICB is: NQ/2/PRO/2026/INT/01 <table><tr><td>Lot Number</td></tr><tr><td>1.</td></tr><tr><td>2.</td></tr><tr><td>3.</td></tr><tr><td>4.</td></tr><tr><td>5.</td></tr><tr><td>6.</td></tr><tr><td>7.</td></tr><tr><td>8.</td></tr></table>	Lot Number	1.	2.	3.	4.	5.	6.	7.	8.
Lot Number										
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ITB 2.1	The Employer is: Director General, National Aquaculture Development Authority of Sri Lanka (NAQDA)									
ITB 2.1	Financing Source and amount: GOSL Fund, LKR 25 million									

ITB 2.1	The name of the Project is: Not applicable
ITB 4.1	Maximum number of members in the JV shall be: Not applicable
IITB 4.4	A list of debarred firms and individuals is available on the Government of Sri Lanka's external website: Not Applicable
	B. Contents of Procurement Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Contact officer: Director- Procurement Address: , 41/1, New Parliament Rd, Pelawatta, Battaramulla, Telephone Number: +94759572544/ +94112786544, E-mail: po@naqda.gov.lk All requests for clarification shall be submitted in writing to this email address no later than fourteen (14) days prior to the bid submission deadline
ITB 7.1	Web page: www.naqda.gov.lk
	C. Preparation of Bids
ITB 10.1	The language of the bid is: English Other languages shall not be allowed.
ITB 11.1 (j)	The Bidder shall submit the following additional documents in its bid: i. Copy of Business Registration Certificate issued under the laws of the country of origin ii. Copy of Export License or authorization to export live aquatic animals (if applicable) iii. Hatchery registration certificate issued by the competent authority of the exporting country iv. Declaration confirming compliance with international aquatic animal health standards, including those recommended by the World Organization for Animal Health. v. Company article

	vi. Audited Financial Statement for the previous three (03) consecutive financial years. (2024/2025, 2023/2024, 2022/2023 or 2023/2024, 2022/2023, 2021/2022) vii. A Copy of the payment receipt of purchasing Bidding Documents should be attached with the Bid. viii. Notarized Power of Attorney or Board Resolution for authentication of signatory on bid and other relevant forms and documents. ix. The Bidder shall attach to the Bid documentary evidence confirming submission of the sample, which may include: a) Courier dispatch receipt and tracking details; or b) Official acknowledgement of receipt issued by NAQDA x. A original of the payment slip or NAQDA official receipt of payment on purchasing Procurement Document Additionally, a scanned copy of the payment slip could be emailed to the email address provided in para 5 before the bid submission (BDS)
ITB 13.1	Alternative Bids or options Shall not be allowed
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.6	Bidders shall quote prices for the full quantity specified for each Lot and each Item in this Schedule. Partial quotations for quantities less than those specified shall not be accepted.
ITB 14.7	The Incoterms edition is: CIF (Cost, Insurance and Freight) Under International Chamber of Commerce Incoterms 2020
ITB 14.8 (b) (i) and (c) (v)	Place of Destination: Colombo Fort
ITB 14.8 (a) (iii);(b) (ii) and (c)(v)	“Final destination (Project Site)”: Rambodagalla OFBNTC, Rambadagalla, Panagamuwa, Sri Lanka.

ITB 15.1	The prices shall be quoted by the bidder in: Bidders shall quote prices in a freely convertible foreign currency. All payments under the contract will be made in the currency in which the prices are quoted, unless otherwise specified in the Procurement Document. However, all local expenditures, including but not limited to local agent commission, shall be quoted separately and exclusively in Sri Lankan Rupees (LKR). The Bidder shall clearly distinguish in the Price Schedule: (a) the foreign currency portion; and (b) the local currency (LKR) portion. Failure to separately indicate the foreign and local currency components may result in the Bid being rejected as non-responsive
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Not Applicable
ITB 17.2 (a)	Not Applicable
ITB 17.2 (b)	After sales service is: Not Applicable
ITB 18.1	The bid shall be valid until: The bid shall be valid up to December 15, 2026 <i>[91 Days from the date of bid opening]</i>
ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s): _____ Not Applicable
ITB 19.1	In place of a Bid Security, the bidder shall submit a signed Bid Declaration with the bid. By signing the Bid Declaration, the bidder confirms that: i. The bid shall remain valid until December 15, 2026 ii. Form shall be submitted a duly completed and signed Bid Declaration in the format specified in Section – Bidding Forms iii. The bidder shall not withdraw or modify the bid during the bid validity period. iv. If awarded the contract, the bidder shall accept the award and fulfill the contractual obligations in accordance with the terms

	and conditions of the bidding documents. v. If the bidder withdraws the bid during the validity period or fails to sign the contract after award, the bidder may be subject to administrative actions including temporary suspension or disqualification from participating in future procurement opportunities of the National Aquaculture Development Authority for a specified period.
ITB 19.3 (d)	Other types of acceptable securities: Not Applicable
ITB 20.1	In addition to the original of the bid, the number of copies is: a) One Hard Copy b) One Soft Copy (Pen Drive or Suitable device)
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a. Bids submitted by a limited liability Company or a Corporation: A notarized Power of Attorney; or a Board resolution certified by a Company Secretary. b. Bids submitted by a single Proprietor: Signature of the Proprietor or notarized Power of Attorney. c. Bids submitted by a Partnership: Notarized Power of Attorney. A Copy of the partnership agreement shall be submitted with the power of Attorney.
	D. Submission and Opening of Bids
ITB 22.1	For <u>bid submission purposes</u> only, the Purchaser's address is: Attention: The Chairman, Department Procurement Committee. Address: National Aquaculture Development Authority of Sri Lanka (NAQDA) 41/1, New Parliament Rd, Pelawatta, Battaramulla, Sri Lanka Floor/ Room number: Procurement Division 1st floor City: Battaramulla Country: Sri Lanka The deadline for bid submission is: September 15, 2026 Time 2.00 p.m. Bidders shall not have the option of submitting their bids electronically.

	Submission of Samples: Where submission of samples is required, the Bidder may deliver the sample either: (a) by courier service; or (b) by physical hand delivery to the designated office of the National Aquaculture Development Authority of Sri Lanka (NAQDA) to above address
ITB 25.1	The bid opening shall take place at: Street Address: National Aquaculture Development Authority of Sri Lanka, 41/1, New Parliament Rd, Pelawatta, Battaramulla, Sri Lanka Floor/ Room number: NAQDA City: Palawaththa, Battaramulla Country: Sri Lanka Address: 41/1, New Parliament Rd, Pelawatta, Battaramulla, Sri Lanka Date: September 15, 2026 Time: 2.00 p.m.
ITB 25.3	The Letter of Bid and Price Schedules shall be initialed by Two (02) representatives of the Purchaser conducting Bid opening.
E. Evaluation and Comparison of Bids	
ITB 32.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Sri Lankan Rupees The source of exchange rate shall be: The exchange rate published by Central Bank of Sri Lanka The date for the exchange rate shall be: 18 August, 2026 not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry of bid validity specified in accordance with BDS 18.1
ITB 33.1	A margin of domestic preference shall not be applied.

ITB 34.2(a)	Evaluation will be done for.....<i>[Select Items or Lots(contracts)]</i> Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.
ITB 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i> (a) Deviation in Delivery schedule: Not Applicable delivery shall be completed within period specified in Schedule of Requirement Section VI (b) Deviation in payment schedule: <i>Option one is applied</i> (c) the cost of major replacement components, mandatory spare parts, and service: Not Applicable (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid Not Applicable (e) the projected operating and maintenance costs during the life of the equipment Not Applicable (f) the performance and productivity of the equipment offered; Not Applicable
ITB 34.6 (g)	Qualification Criteria: The following criteria shall be considered in determining the qualification of the Bidder: i. Proper Execution of Bid Submission: The Bid shall be duly completed, signed, and submitted in accordance with the instructions provided in the Procurement Document.

	ii. Completeness of Documentation: Submission of all required Bidding Forms and supporting documents as specified in the Procurement Document. iii. Compliance with the Invitation for Bids (IFB): Fulfilment of all requirements and conditions stipulated in the Invitation for Bids. iv. Compliance with the Schedule of Requirements: Substantial conformity with the technical and commercial requirements outlined in the Schedule of Requirements. Part II of the Document
36.1	
36.2	Post Qualification Criteria: a) Financial Capability: i. Turnover: The bidder shall demonstrate a minimum average annual turnover of not less than LKR Three Million (LKR 3,000,000) or an equivalent amount in a freely convertible currency during the last three (3) financial years. ii. Average Working Capital: The Bidder shall demonstrate a positive average working capital, calculated as Current Assets minus Current Liabilities, over the last three (3) consecutive financial years b) Specific Experiences The bidder shall have successfully completed at least two (2) contracts for the export of aquaculture species within the last three (3) years prior to the bid submission deadline. The value of each contract shall be not less than LKR Two Million (LKR 2,000,000) or an equivalent amount in a freely convertible currency. c) Manufacturer's authorization The bidder shall submit all certificates and supporting documents specified in the Schedule of Requirements (SOR) to demonstrate their legal authorization to conduct the business, compliance with health and

	biosecurity conditions, and adherence to other applicable regulatory requirements
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	F. Award of Contract
ITB 39.1	The maximum percentage by which quantities may be increased is 25% The maximum percentage by which quantities may be decreased is: 25%
ITB 40.1	Intention of Awarding a) All The Employer shall notify all Bidders who submitted bids of its intention to award the Contract. Such notification shall include: • The name of the winning Bidder, • The Contract award amount, and • The reasons for the rejection of any unsuccessful Bidder. The Employer shall also conduct a debriefing session for any Bidder upon request, providing an explanation of the evaluation and comparison of bids. If a Bidder remains dissatisfied following the debriefing, the Bidder may submit a Procurement Appeal in accordance with the procedures described in paragraph (b) below b) All procurement appeals must be submitted within ten (10) days of the bidder being notified by the Director General of NAQDA regarding the intention to award the contract to the successful bidder. A non-refundable payment of LKR 10,000.00 must be made in cash to the NAQDA Shroff at the time of submission. Each appeal must be addressed to the Director General, National Aquaculture Development Authority of Sri Lanka (NAQDA)), 41/1, New Parliament Rd, Pelawatta, Battaramulla, Sri Lanka. Appeals will be reviewed by an

	independent Appeal Board appointed by the Secretary of the Ministry Health
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Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders. in accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used.

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

Contents

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1. Margin of Preference (ITB 33)

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

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

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Procurement Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

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

If as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, all bids from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group C shall be selected as paragraph above."

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

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

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

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 bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment, as specified in BDS 34.6, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Schedule of Requirements.

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

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

or

- (ii) *The SCC stipulates the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS 34.6.*

- (c) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the following]*

- (i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 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 bid, shall be added to the bid price, for evaluation purposes only.*

or

- (ii) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS 16.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.*
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS 34.6, if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS 34.6. The adjustment will be evaluated in accordance with the methodology specified in the BDS 34.6.

- (f) Performance and productivity of the equipment. *[insert one of the following]*
 - (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS 34.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS 34.6.

or

- (ii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS 34.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS 34.6.
- (g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS 34.6]

2.2. Multiple Contracts (ITB 34.4)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.1 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.8
- (b) take into account:
 - (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

2.3. Alternative Bids (ITB 13.1)

An alternative if permitted under ITB 13.1, will be evaluated as follows:

[insert one of the following]

“A bidder may submit an alternative bid only with a bid for the base case. The Purchaser shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid.”

or

“A bidder may submit an alternative bid with or without a bid for the base case. The Purchaser shall consider bids offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All bids received, for the base case, as well as alternative bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 34.”

3. Qualification (ITB 36)

3.1. Qualification Criteria

Refer BDS for Qualification Criteria

3.2 Post qualification Requirements (ITB 36.1)

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

- (a) **Financial Capability:** The Bidder shall submit audited financial statements or, if not required by the law of the Bidder’s country, other financial statements acceptable to the Purchaser, for the last _____ years *[e.g. three years]* prior to bid submission deadline, demonstrating the current soundness of the Bidder’s financial position. For a joint venture, this requirement shall be met by each member;
- (b) **Specific Experience:** The Bidder shall demonstrate that it has successfully completed at least _____ *[insert number of contracts]* contracts within the last _____ years *[e.g. three*

years] prior to bid submission deadline, each with a value of at least _____ that have been successfully and substantially completed and that are similar in nature and complexity to the Goods and Related Services under the Contract. For a joint venture, this requirement may be met by all members combined.

- (c) Documentary Evidence: The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement: *[list the requirement(s), as applicable]*
- (d) Manufacturing experience and Technical Capacity: For the items under the Contract that the bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that:
 - (i) it has manufactured goods of similar nature and complexity for at least _____years *[e.g. three years]*, prior to the bid submission deadline; and
 - (ii) its annual production capacity of goods of similar nature and complexity for each of the last _____years *[e.g. three years]* prior to the bid submission deadline, is at least _____times the quantities specified under the contract.
- (e) Manufacturer's authorization: A Bidder who does not manufacture an item/s where a manufacturer authorization is required in accordance with BDS ITB 17.2 (a), the Bidder shall provide evidence of being duly authorized by a manufacturer (Manufacturer's Authorization Form, Section IV, Bidding Forms), meeting the criteria in (d) (i) and (ii) above, to supply the Goods;
- (f) A bidder who does who does not manufacture an item/s where a manufacturer authorization is not required in accordance with BDS ITB 17.2 (a), the bidder shall submit documentation on, its status as a supplier, to the satisfaction of the Purchaser *(e.g. authorized dealer/ distributor of the items)*.

At the time of Contract Award, the Bidder (including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Government of Sri Lanka for non-compliance with SEA/ SH obligations.

Section IV. Bidding Forms

Table of Forms

Form Number	Bidding Form	Page Number
01	Letter of Bid	
02	Bidder's Information Sheets	
03	Hatchery / Farm of Origin	
04	Health Certification	
05	Biosecurity and Disease Management Practices	
06	Transportation Practices	
A Power of Attorney authorizing the signatory to sign the Bid on behalf of the bidder. <i>[No specific format is prescribed; however, the bidder shall provide the document in a standard legally recognized format]</i>		
07	Price Schedule	
05	Bid Declaration	
06	Non Colution Declaration	
07	Bidder's Experiences	
08	Statement on Sample Submitting	

Form 01

Letter of Bid

**Copy/
Duplicate**

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

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

Date: **DD/MM/YY [Bidder shall fill]**

Contract Number: **NQ/2/PRO/2026/INT/01**

To: **Chairman,
Department Procurement Committee
National Aquaculture Development Authority of Sri Lanka (NAQDA)**

- (a) We have examined and have no reservations to the Procurement Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)___;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Procurement Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:

SN	Lot No.	Varieties	Quantity
01.	Lot 01		
02.	Lot 02		
03	Lot 03		
04	Lot 04		
05	Lot 05		
06	Lot 06		
07	Lot 07		
08	Lot 08		

- (e) The total price of our Bid, for LOT numbers excluding any discounts offered in item (f) below is:
-
.....
..... *[Insert in words with currency)*
[Insert in figures with currency)]
- (f) The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Amount with currency or percentage]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below:
- (g) Our bid shall be valid until **December 15,2026**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Procurement Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or Bidders 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 imposed by a public entity of Government of Sri Lanka in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Government of Sri Lanka. 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) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

- (n) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder:

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

.....

Title of the person signing the Bid;

Signature of the person named above:

.....

Date signed:

Form 02

Bidder's Information Sheet

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

Contract Number: **NQ/2/PRO/2026/INT/01**

The bidder shall provide the information requested below.		
1.	Legal Name of the Business Entity	
2.	Bidder's actual or intended country of registration:	
3.	Bidder's Address in country of registration	
4.	Scope of Business (Provide details Manufacture/Buying and selling or any other and details of manufacturing or buying and selling or any other	
5.	Business Registration and Number	
6.	Registration Law	
7.	Place of Registration	
8.	Address of the corporate Head Quarters	
9.	Telephone Number	
10.	Email address	

11.	website	
12.	Address for communication	
13.	Standard Certifications	
	Particulars of authorized signatory (Notarized Power of attorney should be attached)	
14.	Name	
15.	Position/ Designation	
16.	Contact Mobile Number	
17.	E- mail address	
18.	Authorized Signatory	
19.	Documents shall be Attached	a) Business Registration b) In case of Privet Company and Partnership- Details of Partners and Member of director Boards c) Company article. d) Power of Attorney e) Audited financial reports for las three (03) years. 2024/2025, 2023/2024, 2022/2023 or 2023/2024, 2022/2023, 2021/2022

I / We hereby certify that the information provided above is true and correct, and that the aquaculture species supplied under this bid shall originate from licensed and certified hatcheries complying with applicable health and biosecurity regulations

Name of the Bidder:

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

.....

Title of the person signing the Bid;

Signature of the person named above:

.....

Date signed:

Form 03

Hatchery / Farm of Origin

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

Contract Number: **NQ/2/PRO/2026/INT/01**

The bidder shall provide the information requested below.		
01.	Name of Hatchery / Farm	
02.	Address of Hatchery / Farm	
03.	Contact Persian	
04	Contact Number	
05	Email Address	
06	Country	
07	Registration / License Number	
08	Issuing Authority	
09	Year Established	
10	Production Capacity (per year)	

I / We hereby certify that the information provided above is true and correct, and that the aquaculture species supplied under this bid shall originate from licensed and certified hatcheries complying with applicable health and biosecurity regulations

Name of the Bidder:

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

.....

Title of the person signing the Bid;

Signature of the person named above:

.....

Date signed:

Form 04

Health Certification

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

Contract Number: **NQ/2/PRO/2026/INT/01**

The bidder shall provide the information requested below.		
01.	Name of Health Certificate	
02.	Issuing Authority	
03.	Address of Issuing Authority	
04	Contact Person	
05	E mail Address	
06	Country	
07	Accreditation / Regulatory Body	
08	Validity Period of Certificate	
09	Diseases Covered / Tested	
10	Name of Health Certificate	
Note: Copy of the certificate shall be attached		

I / We hereby certify that the information provided above is true and correct, and that the aquaculture species supplied under this bid shall originate from licensed and certified hatcheries complying with applicable health and biosecurity regulations

Name of the Bidder:

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

.....

Title of the person signing the Bid;

Signature of the person named above:

Form 06

Transportation Practices

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

Contract Number: **NQ/2/PRO/2026/INT/01**

The bidder shall provide the information requested below.		
01.	Packing Method (Oxygenated bags, etc.)	
02.	Temperature Control Method	
03.	Experience in International Air Transport of Live Fish	
04	Estimated Maximum Transport Duration	

I / We hereby certify that the information provided above is true and correct, and that the aquaculture species supplied under this bid shall originate from licensed and certified hatcheries complying with applicable health and biosecurity regulations

Name of the Bidder:

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

.....

Title of the person signing the Bid;

Signature of the person named above:

Form 05**Biosecurity and Disease Management Practices**Date: *[insert date (as day, month and year) of Bid Submission]*Contract Number: **NQ/2/PRO/2026/INT/01**

The bidder shall provide the information requested below.		
01.	Biosecurity Measures Implemented at Hatchery	
02.	Laboratory Testing Conducted (if any)	
03.	Frequency of Health Monitoring	
04	Disease Prevention Practices	

Name of the Bidder:

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

.....

Title of the person signing the Bid;

Signature of the person named above:

Form 07

Price Schedule Forms

*[The Bidder 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.]*

ORIGINAL

		Bidding Form 07 Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported Name of the Procurement: International Competitive Bidding for Supply and Delivery of Live Aquaculture Species (Ornamental Fish, Shrimp, Seabass, Grouper and Tilapia) for the National Aquaculture Development Programme ICB Contract Number: NQ/2/PRO/2026/INT/01									
Item Number	Scientific Name/ Common Name	Verities	Bidder shall Fill Unit price Colum and Total Price Colum The price shall be quoted on a CFR (Cost and Freight) basis, Colombo Port, in accordance with Incoterms 2020 Currency: [USD/EURO/Yen etc.]								
			Male			female			Total Quantity	Total Price (Male and Female)	
			Quantity	Unit Price	Total Price	Quantity	Unit Price	Total Price			
Lot 01											
1.	<i>Poecilia reticulata/Guppy</i>	Sunset Koi Guppy	50			100			150		
2.		Tuxedo Galaxy	50			100			150		
3.		Full Black Moscow	50			100			150		
4.		Gold Metal Guppy	50			100			150		
5.		Koi Dumbo Ear	50			100			150		

6.		Red cap tuxedo Guppy	50			100			150	
7.		Guppy AB Red Rose	50			100			150	
8.		Guppy Galaxy Yellow Spear tail	50			100			150	
9.		Guppy Full Gold Ribbon	50			100			150	
10.		Guppy Red Lace	50			100			150	
11.		Guppy AB Full Platinum BDS	50			100			150	
12.		Santa Claus	50			100			150	
13.		Citrus yellow	50			100			150	
14.	<i>Poecilia sphenops</i>	Red / Coral Molly	50			100			150	
15.		Gold dust lyretail	50			100			150	
16.		Electric blue	50			100			150	
17.		Gold leopard molly	50			100			150	
18.		Red leopard molly	50			100			150	
19.		Calico balloon molly	50			100			150	
20.		Pikachu balloon molly	50			100			150	
21.	<i>Poecilia latipinna</i> -	sailfin molly	50			100			150	
22.		Calico molly	50			100			150	
23.		Silver orange point moll.	50			100			150	
24.		Neon butterfly lyretail molly	50			100			150	
25.		Red eye golden	50			100			150	
26.		Green sailfin molly	50			100			150	
27.	<i>Xiphophorus maculatus (Platy)</i>	Zebra platy	50			100			150	
28.		Sunrise high fin platy	50			100			150	

29.		Calico platy	50			100			150	
30.		High fin tuxedo	50			100			150	
31.		Bleeding heart platy	50			100			150	
32.		Bleeding heart micky mouse	50			100			150	
33.		Red tuxedo	50			100			150	
34.		Coral kohaku	50			100			150	
35.		Tiger platy	50			100			150	
36.		Panda	50			100			150	
37.		Yellow platy	50			100			150	
38.		Bumble bee platy	50			100			150	
39.	<i>Xiphophorus variatus</i>	Coral blue high fin	50			100			150	
40.		Tuxedo variatus	50			100			150	
41.	<i>Xiphophorus helleri</i> (Swordtail)	Bracooli	50			100			150	
42.		Kohaku Lyertail	50			100			150	
43.		Pineapple lyertail	50			100			150	
44.		Berlin Lyertail	50			100			150	
45.		Tricolour lyretail	50			100			150	
46.		Marble lyretail	50			100			150	
47.		Tuxedo lyertail	50			100			150	
48.		Neon lyretail	50			100			150	
49.		Berlin Hi- pin	50			100			150	
50.		Tuxedo hi-fin	50			100			150	
51.		Neon hi-fin	50			100			150	
52.		Tricolour hi-fin	50			100			150	
53.		Kohaku hi-fin	50			100			150	
54.		Bright red	50			100			150	
55.		Gold wagtail	50			100			150	

56.		Caloco marble	50			100			150	
57.		Tri colour	50			100			150	
58.		Black marble	50			100			150	
59.		Berlin	50			100			150	
60.		Albino white red highfin	50			100			150	
61.	<i>Carassius auratus</i>	Pearl Scale	25			25			50	
62.		Blue Calico	25			25			50	
63.		Red & White	25			25			50	
64.		Black	25			25			50	
65.		Red cap	25			25			50	
66.		Red and white	25			25			50	
67.		Black oranda	25			25			50	
68.		Blue calico oranda	25			25			50	
69.		tri color oranda	25			25			50	
70.		Red & white Ryukin	25			25			50	
71.		Oranda Ryukin	25			25			50	
72.		Blue Calico Ryukin	25			25			50	
73.		Apachi goldfish	25			25			50	
74.		Panda	25			25			50	
75.		Panda oranda	25			25			50	
76.		Ranchu Blue calico	25			25			50	
77.		Red & white Ranchu	25			25			50	
78.		Ranchu blue calico	25			25			50	
79.	<i>Crossocheilus oblongus</i>	Siamese Algae Eater	-			-			50	
80.	<i>Cyprinus carpio</i>	Kohaku	-			-			50	
81.		Shanke	-			-			50	
82.		Showa	-			-			50	

83.		Shiro utsuri	-			-			50	
84.		Ki utsuri	-			-			50	
85.		Hi Utsuri	-			-			50	
86.		Asagi	-			-			50	
87.		Shusui	-			-			50	
88.		Platinum Ogon	-			-			50	
89.		Yamabuki Ogon	-			-			50	
90.		Chagoi	-			-			50	
91.		Gin Rin Kohaku	-			-			50	
92.		Gin Rin Showa	-			-			50	
93.		Gin Rin Sanke	-			-			50	
94.		Shoragoi koi	-			-			50	
95.	<i>Balantiocheilos melanopterus</i>	Siver shark	-			-			50	
96.	<i>Barbus partipentazona</i>	Tiger Barb Sumatra	50			50			100	
97.	<i>Barbus tetrazona</i>	Tiger barb wild	50			50			100	
98.	<i>Desmopuntius pentazona</i>	Five banded barb	50			50			100	
99.	<i>Haludaria fasciata</i>	Melon Barb	50			50			100	
100.	<i>Striuntius lateristriga</i>	Spanner Barb	50			50			100	
101.	<i>Desmopuntius johorensis</i>	Striped bard	50			50			100	
102.	<i>Boraras maculatus</i> /	Dwarf Rasbora	50			50			100	
103.	<i>Boraras naevus</i>	Strawberry Rasbora	50			50			100	
104.	<i>Sawbwa resplendens</i>	Rummynose Rasbora)	50			50			100	
105.	<i>Danio rerio</i>	danio zebra wild	50			50			100	

106.	<i>Danio margaritatus</i>	Galaxy Rasbora	50			50			100	
107.	<i>Labeo bicolor</i>	Redtail Black Shark	50			50			100	
108.	<i>Boraras brigittae</i>	Chilli rosborra	50			50			100	
109.	<i>Trigonostigma heteromorpha/</i>	black harlequin rosborra.	50			50			100	
110.	<i>Microdevario kubotai</i>	Neon Queen Rasbora	50			50			100	
111.	<i>Balantiocheilos melanopterus</i>	Siver shark	50			50			100	
112.	<i>Gyrinocheilus aymonieri</i>	Chinese Algae Eater	100						100	
Lot 02										
113.	<i>Mikrogeophagus ramirezi</i>	Ordinary Ramarezi	-			-			50	
114.		Powder blue Ramarezi	-			-			50	
115.		Golden Ramarezi	-			-			50	
116.		Black Ramarezi	-			-			50	
117.		Electric blue Ramarezi	-			-			50	
118.		Wild Ramarezi	-			-			50	
119.	<i>Microgeophagus altispinosa</i>	Bolivian Ram	-			-			50	
120.	<i>Rocio octofasciata</i>	Electric Blue Dempsey	-			-			50	
121.	<i>Pseudotropheus demasoni</i>	Demasonii Cichlid	-			-			50	
122.	<i>Pseudotropheus zebra</i>	Red Zebra	-			-			50	
123.	<i>Petrophyllum scalare</i>	Rio Manacapuru	-			-			50	

124.		Manakapuru angel red black	-			-			50	
125.		Panda angel	-			-			50	
126.		Black angel fish	-			-			50	
127.		Koi Angel fish	-			-			50	
128.		Blue leopard Angel	-			-			50	
129.	<i>Pterophyllum altum</i>	/altum angel	-			-			50	
130.		Rio orinco Angel	-			-			50	
131.	<i>Pterophyllum scalar - leopoldi</i>	leopodi angel fish	-			-			50	
132.		Pterophyllum scalar wild	-			-			50	
133.	<i>Astronotus ocellatus</i>	Tiger Oscar	-			-			50	
134.		Super Red/Red Oscar	-			-			50	
135.		Marble Oscar	-			-			50	
136.		Lemon Oscar	-			-			50	
137.		Blue/Green Oscar	-			-			50	
138.	<i>Amphilophus citrinellus</i>	/Midas cichlid	-			-			50	
139.	<i>Aloncara species</i>	Peacock Cichlid	-			-			50	
140.	<i>Altolamprologus calvus</i>	Calvus Cichlid Black	-			-			50	
141.	<i>Amphilophus citrinellus</i>	Red Devil Cichlid	-			-			50	
142.	<i>Apistograma agassizi</i>	Agassiz's dwarf cichlid	-			-			50	
143.	<i>Cyphotilapia frontosa</i>	The Black Widow Frontosa	-			-			50	
144.	<i>Betta splendens</i>	Red rose tail	50			100			150	
145.		Galaxy rose tail	50			100			150	

146.		Blue rose tail	50			100			150	
147.		Red rim rose tail	50			100			150	
148.		Blue rim rose tail	50			100			150	
149.		Black samurai	50			100			150	
150.		Koi samurai	50			100			150	
151.		Dragon samurai	50			100			150	
152.		Galaxy avatar	50			100			150	
153.		Black blue avatar	50			100			150	
154.		Plaket white	50			100			150	
155.		Plaket Glaxy nemo	50			100			150	
156.		Red Crown tail	50			100			150	
157.		Black Crown tail	50			100			150	
158.		White Crown tail	50			100			150	
159.		Nemo betta crown tail	50			100			150	
160.		Marble crown tail	50			100			150	
161.		Copper marble crowtail	50			100			150	
162.		Wild fighter fish	50			100			150	
163.	<i>Trichogaster lalius</i>	dwarf gourami/ Flame red	50			100			150	
164.		(Copper Blue Dwarf Gourami)	50			100			150	
165.		neon blue	50			100			150	
166.		Moon light	50			100			150	
167.		Chocolate	50			100			150	
168.		Power blue	50			100			150	
169.	<i>Trichogaster leeri</i>	pearl gouramy	50			100			150	
170.		Trichogaster chuna, Honey gourami,	50			100			150	

Lot 03										
171.	<i>Nannostomus beckfordi</i>	Golden Pencil	25			25			50	
172.	<i>Nannostomus trifasciatus</i>	Pencil Tetra	25			25			50	
173.	<i>Nannostomus mortenthaleri</i>	Coral Red Pencil Fish	25			25			50	
174.	<i>Melanotaenia boesmani</i> /	Boesemani Rainbow	25			25			50	
175.	<i>Melanotaenia herbertaxelrodi</i>	Golden Rainbowfish	25			25			50	
176.	<i>Melanotaenia parva</i> /	Kurumoi Rainbowfish	25			25			50	
177.	<i>Melanotaenia trifasciata</i> /	Banded rainbow/ Trifasciata Rainbow	25			25			50	
178.	<i>Pseudomugil furcatus</i>	Forktail Rainbowfish	25			25			50	
179.	<i>Nothobranchius rachovii</i>	Bluefin notho	25			25			50	
180.	<i>Semaprochilodus insignis</i>	Red Tail Flagtail	25			25			50	
181.	<i>Telmatherina ladigesii</i> /	Celebes Rainbowfish	25			25			50	
182.	<i>Hyphessobrycon colombianus</i>	Colombian tetra	25			25			50	
183.	<i>Exodon paradoxus</i>	Bucktooth Tetra	25			25			50	
184.	<i>Hemigrammus coeruleus</i>	Red Laser Tetra	25			25			50	
185.	<i>Aphyocharax</i>	Redflank bloodfin	25			25			50	

	<i>rathbuni</i>									
186.	<i>Hyphessobrycon herbertaxrodii</i> /	Black neon tetra	25			25			50	
187.	<i>Hyphessobrycon metae</i> /	purple tetra	25			25			50	
188.	<i>Hyphessobrycon pulchripinnis</i> / purple tetra	purple tetra	25			25			50	
189.	<i>Hyphessobrycon super</i>	serape tetra	25			25			50	
190.	<i>Megalampodus megalopterus</i>	Black Phantom Tetra	25			25			50	
191.	<i>Megalampodus sweglesi</i>	red phantom tetra	25			25			50	
192.	<i>Hyphessobrycon peugeotorum</i>	Peugeot Tetra)	25			25			50	
193.	<i>Thayeria boehlkei</i>	Penguin tetra	25			25			50	
194.	<i>Inpaichthys kerri</i>	Royal tetra	25			25			50	
195.	<i>Paracheirodon simulans</i>	Green neon tetra	25			25			50	
196.	<i>Thayeria sp.</i>	Red tail penguin tetra	25			25			50	
197.	<i>Inpaichthys kerri</i>	'Super Blue' or Super Blue Emperor Tetra	25			25			50	
198.	<i>Axelrodia riesei</i>	Ruby tetra	25			25			50	
199.	<i>Hyphessobrycon columbianus</i>	Red Blue Colombian Tetra	25			25			50	
200.	<i>Hyphessobrycon wadai</i>	Blue Berry Tetra	25			25			50	
201.	<i>Nematobrycon palmeri</i>	Black Emperror Tetra	25			25			50	

202.	<i>Myloplus schomburgkii</i>	black berry siver doller	25			25			50	
203.	<i>Myleus schomburgkii</i>	blackbar siver doller	-			-			50	
204.	<i>Metynnis maculacatus</i>	(Spotted siver doller	-			-			50	
205.	<i>Metynnis fasciata</i>	striped siver doller	-			-			50	
206.	<i>Myloplus rubripinnis</i>	red hook siver doller	-			-			50	
207.	<i>Paraceirodon axelrodi</i>	Cardinal Tetra	-			-			50	
208.	<i>Paraceirodon innesi</i>	neon tetra	-			-			50	
209.	<i>Paracheirodon simulans</i>	Green neon tetra	-			-			50	
210.	<i>Hemigrammus bleheri</i>	rummy nose tetra	-			-			50	
211.	<i>Hemigrammus erythrozonus</i>	glow light tetra	-			-			50	
Lot 04										
212.	<i>Syncrossus berdmorei</i>	Redfin Peppered Tiger Loach/	-			-			50	
213.	<i>Botia almorhae</i> /	Yo-yo loach,	-			-			50	
214.	<i>Ambastaia sidthimunki</i>	Pigmy loach	-			-			50	
215.	<i>Botia dario</i>	/ Bengal loach	-			-			50	
216.	<i>Botia histrionica</i> /	Golden zebra loach	-			-			50	
217.	<i>Botia kubotai</i>	Burmese Border loach	-			-			50	
218.	<i>Botia lohachata</i>	Reticulate loach	-			-			50	
219.	<i>Botia rostrata</i>	Gangetic loach	-			-			50	
220.	<i>Botia striata</i>	Zebra loach	-			-			50	

221.	<i>Botia udomritthiruji</i>	Emperor loach	-			-			50	
222.	<i>Botia Macarantha</i>	Clown Loach	-			-			50	
223.	<i>Botia sidthimunki</i>	dwarf loach	-			-			50	
224.	<i>Hoplisoma panda</i>	canda Corydoras	25			25			50	
225.	<i>Osteogaster aenea</i>	bronze corydoras	25			25			50	
226.	<i>pygmy Corydoras</i>	Gastrodermus pygmaeus	25			25			50	
227.	<i>Hoplisoma sterbai</i>	Sterba's Corydoras	25			25			50	
228.	<i>Sterba's corydoras</i>	blue leopard Corydoras	25			25			50	
229.	<i>Hoplisoma paleatum/</i>	mottled corydoras or peppered catfish,	25			25			50	
230.	<i>Hoplisoma julii</i>	ulii cory or leopard catfish	25			25			50	
231.	<i>Corydoras hastatus</i>	dwarf catfish	25			25			50	
232.	<i>Hoplisoma habrosum</i>	salt and pepper catfis	25			25			50	
233.	<i>Hoplisoma adolfoi</i>	Adolfo's catfish	25			25			50	
234.	<i>Hoplisoma trilineatum</i>	threestripe corydoras	25			25			50	
235.	<i>Brochis splendens</i>	emerald catfish	25			25			50	
236.	<i>Brochis leopardus, (</i>	leopard cory	25			25			50	
237.	<i>Hoplisoma simile</i>	Smudge Spot Cory	25			25			50	
238.	<i>Corydoras duplicareus</i>	Broad stripe cory	25			25			50	
239.	<i>Brochis ambiacus</i>	spotted corydora	25			25			50	
240.	<i>Gastrodermus</i>	nanus(corydora	25			25			50	
241.	<i>Hoplisoma axelrodi()</i>	Pink corydora	25			25			50	

242.	<i>Hoplisoma nattereri</i>	Blue corydora	25			25			50	
243.	<i>Corydoras agassizii</i>	Spotted Cory	25			25			50	
244.	<i>Hoplisoma punctatum,</i>	spotfin corydora	25			25			50	
245.	<i>Hoplisoma caudimaculatum</i>	Tail spot corydora	25			25			50	
246.	<i>Hoplisoma xinguense</i>	Xingu Corydoras	25			25			50	
247.	<i>Gastrodermus undulatus</i>	wavy catfish	25			25			50	
248.	<i>Corydoras acrensis(Archer fish)</i>	Spotted Cory	25			25			50	
Lot 05										
249.	<i>Hypancistrus zebra</i>	Zebra Pleco - L 046)	-			-			50	
250.	<i>Hypancistrus yudja</i>	Panda Pleco - L 174)	-			-			50	
251.	<i>Peckoltia sabaji</i>	Para Pleco - L 124	-			-			50	
252.	<i>Panaque sp</i>	.Dulleyed Royal Pleco - L 191	-			-			50	
253.	<i>Hypancistrus zebra</i>	Mosaic Zebra Pleco - L 318	-			-			50	
254.	<i>Hypancistrus seideli</i>	Ling Tiger Zebra Pleco - L 236	-			-			50	
255.	<i>Peckoltia compta</i>	Lepord Frog Pleco - L 134	-			-			50	
256.	<i>Leporacanthicus galaxias</i>	Galaxy Pleco - L 029	-			-			50	
257.	<i>Hypancistrus sp. 'L260'</i>	Queen arabesque Pleco - L 260	-			-			50	
258.	<i>Hypancistrus sp.</i>	Orinoko Angele Pleco -	-			-			50	

	(L201	L 201								
259.	<i>Hypancistrus sp</i> (L201	Snowball Pleco - L 201	-			-			50	
260.	<i>Hypancistrus sp</i> (L340	Mega Clown Pleco - L 340	-			-			50	
261.	<i>Macrotocinclus affinis</i>	Ottocichlus Catfish	-			-			50	
262.	<i>Hypancistrus zebra</i>	Zebra Pleco (L46)	-			-			50	
263.	<i>Hypancistrus sp.</i>	King Tiger Pleco (L333)	-			-			50	
264.	<i>Ancistrus temminckii</i>	Brushmouth Pleco (L144)	-			-			50	
265.	<i>Rineloricaria lanceolata</i>	Royal Whiptail Pleco (L02)	-			-			50	
266.	<i>Hypancistrus sp.</i>	SnowBall Pleco (L471)	-			-			50	
267.	<i>Peckoltia compta</i>	Leopard Frog Pleco (L134)	-			-			50	
268.	<i>Sturisoma panamense</i>	Red Lizard Pleco	-			-			50	
269.	<i>Hypancistrus sp</i>	Fine Spot Arabesque Pleco (L262)	-			-			50	
270.	<i>Leporacanthicus Galaxias</i>	Vampire Pleco (L240)	-			-			50	
271.	<i>Hypancistrus sp.</i>	Cracked Zebra Pleco (L236)	-			-			50	
272.	<i>Gnathonemus petersii</i>	Elephant nose	-			-			50	
273.	<i>Gastromyzon spp.</i>	Hillstream Loaches	-			-			50	
274.	<i>Apteronotus albifrons</i>	Black Ghost Fish	-			-			50	
275.	<i>Carinotetraodon travancoricus</i>	Dwarf Pea Puffers	-			-			50	

276.	<i>Polypterus senegalus</i>	Senagl Polypterus	-			-			50	
277.	<i>Polypeterus Endlicheri</i>	Polypeterus Endlicheri	-			-			50	
278.	<i>Polypterus endlicheri</i>	saddled bichir	-			-			50	
279.	<i>Erpetoichthys calabaricus</i>	Reed Fish	-			-			50	
280.	<i>Caridina japonica</i>	Amano Shrimp	-			-			50	
281.	<i>Neocaridina denticulata</i>	Cherry shrimp	-			-			50	
282.	<i>Pantodon buchholzi</i>	Erpetoichthys	-			-			50	
LOT 06										
283.	<i>oreochromis</i>	Tilapia Hybrid with high growth rates	-			-			6,000	
284.	<i>oreochromis</i>	Wild tilapia strain							6,000	
Lot 07										
285.	<i>Milk Fish</i>	Chanos chanos	-			-			200	
286.	<i>Sea bass</i>	Lates calcarifer	20			30			50	
287.	<i>Grouper fish</i>	Mycteroperca tigris	20			80			100	
Lot 08										
288.	<i>Specific Pathogen Free (SPF)P.monodon</i>	<i>Peaneus monodon</i>	150			100			250	
Total Cost for Quoted Items in Quoted currency										
Freight										
Insurance										
CFI										
Local Agent Commission and other Local Expenditures (If any) (LKR)										
SSCL (If any)										

Total Cost Exclusive VAT			
VAT (LKR)			
	Total Bid Price	Foreign Currency	
		LKR	

Name of the Bidder:

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

.....

Title of the person signing the Bid;

Signature of the person named above:

.....

Date signed:

Note: 1. Bidders shall quote their bid prices in one foreign currency only. 2. All local expenditures shall be quoted separately in Sri Lankan Rupees (LKR

Bidding Form 08

Bid Declaration

fail or refuse to execute the Contract Form, if required, or
fail or refuse to furnish the performance security, in accordance with the **ITB**.

*[If required, the **Bidder** shall fill in this form in accordance with the instructions indicated in brackets]*

Date: _____ *[insert date by bidder]*

Name of contract: **International Competitive Bidding for Supply and Delivery of Live Aquaculture Species (Ornamental Fish, Shrimp, Seabass, Grouper and Tilapia) for the National Aquaculture Development Programme**

Contract Identification No: **NQ/2/PRO/2026/INT/01**

To: Chairman National Aquaculture Development Authority of Sri Lanka (NAQDA)

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter “the **ITB**”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have been invited by any of the Procuring Entity as defined in the Procurement Guidelines published by the National Procurement Commission, for the period of three (03) years starting on the latest date set for the closing of bids of this bid, if we:
 - (a) Withdraw our bid during the period of the bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the instructions to bidders of the bidding documents; or
 - (c) having been notified of the acceptance of our bid by you, during the period of bid validity,
3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of,
 - (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or
 - (ii) twenty-eight days after the expiration of our bid.

4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[Insert signature(s) of authorized representative]* In the capacity of *[Insert title]*

Name *[Insert printed or typed name]*

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

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

Bidding Form 09

Non-collusion Declaration

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No.);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....

Signature of the Declarant

Bidding Form 10
Bidder's Experience

1. List only previous similar Export contracts successfully completed in the last **10** years.

S/N	Name of Contract	Customer's name and Country	Shipment Date	Contract Value	Customer Contact Details Name and email

I / We hereby certify that the information provided above is **true and correct**,

Name of the Bidder:

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

.....

Title of the person signing the Bid;

Signature of the person named above:

.....

Date signed:

Section V. Government of Sri Lanka Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under 2024 Procurement Guidelines introduced by National Procurement Commission Sri Lanka.

“Fraud and Corruption:

1.16 It is the Government of Sri Lanka’s policy to require that Employers (including beneficiaries of Government of Sri Lanka loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, Bidders or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Government of Sri Lanka-financed contracts.¹ In pursuance of this policy, the Government of Sri Lanka:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;²
 - (ii) “fraudulent practice” is 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;³
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁴
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁵
 - (v) “obstructive practice” is:

¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes Government of Sri Lanka employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

⁴ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁵ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government of Sri Lanka investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Government of Sri Lanka's inspection and audit rights provided for under paragraph 1.16(e) below.
 - (b) will reject a Bid for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Employer or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Employer having taken timely and appropriate action satisfactory to the Government of Sri Lanka to address such practices when they occur, including by failing to inform the Government of Sri Lanka in a timely manner at the time they knew of the practices;
 - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Government of Sri Lanka's sanctions procedures,⁶ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government of Sri Lanka-financed contract; and (ii) to be a nominated⁷;
 - (e) will require that a clause be included in Procurement Documents and in contracts financed by a Government of Sri Lanka loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Government of Sri Lanka to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Government of Sri Lanka."
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PART 2 – Schedule of Requirement

The Schedule of Requirements shall be issued as a supplementary document to this procurement document

5. Inspections and Tests

The following inspections and tests shall be performed:

Inspection at Bid evaluation stage

Upon confirmation of the Bidder's contractual eligibility, the submitted sample shall be subjected to laboratory testing conducted by NAQDA. Failure of the requirement to meet the specifications set out in the Schedule of Requirements shall result in the Bid being declared non-responsive

Pre shipment inspections

No pre shipment inspections, Bidder shall responsible to provide the goods as per the specifications of his bid.

Inspections after receiving goods.

Upon receipt of the consignment, the Goods shall be subject to inspection by the Acceptance Committee (AC) duly appointed by the Director General of NAQDA. The inspection shall be carried out in accordance with the Schedule of Requirements and the Conditions of Contract. Formal acceptance shall be issued only upon written confirmation by the Acceptance Committee that the Goods fully comply with the Contract.

PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1. Definitions	1.1 The following words and expressions shall have the meanings hereby assigned to them: (a) “Government of Sri Lanka” means the World Government of Sri Lanka and refers to the International Government of Sri Lanka for Reconstruction and Development (IBRD) or the International Development Association (IDA). (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 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.
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	(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 bid 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. Corrupt and Fraudulent Practices	3.1 The Government of Sri Lanka requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 1 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 bidding 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. (b) The terms EXW, CIP, FCA, CFR 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 Government of Sri Lanka 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 results 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 Employer’s country prohibits commercial relations with that country; or 9.2 (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 Employer’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 Government of Sri Lanka	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 Pursuant to paragraph 1.16 (e) of Appendix 1 to the General Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Government of Sri Lanka and/or persons appointed by the Government of Sri Lanka to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Government of Sri Lanka. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Government of Sri Lanka's

	inspection and audit rights provided for under this Clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Government of Sri Lanka's prevailing sanctions procedures).
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. 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4. 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work

	activities prohibited for children include work: (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. 14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications. 14.9 The Supplier shall comply with additional obligations as specified in the SCC.
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 bid, 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 bid 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 one of 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 Government of Sri Lanka 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 bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. 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 mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin. (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser. (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with 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	26.1 The Supplier shall at its own expense and at no cost to the

Tests	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,
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	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 Sub-Clause 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 Bid 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 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 Fraud and Corruption, as defined in Appendix 1 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 Government of Sri 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 Government of Sri Lanka 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 1

Government of Sri Lanka's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under 2024 Procurement Guidelines introduced by National Procurement Commission Sri Lanka:

“Fraud and Corruption:

1.16 It is the Government of Sri Lanka's policy to require that Employers (including beneficiaries of Government of Sri Lanka loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, Bidders or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Government of Sri Lanka-financed contracts.⁸ In pursuance of this policy, the Government of Sri Lanka:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;⁹
 - (ii) “fraudulent practice” is 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;¹⁰
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹¹

⁸ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

⁹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” and employees of other organizations taking or reviewing procurement decisions.

¹⁰ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

¹¹ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;¹²
- (v) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government of Sri Lanka investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Government of Sri Lanka’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a Bid for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Employer or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Employer having taken timely and appropriate action satisfactory to the Government of Sri Lanka to address such practices when they occur, including by failing to inform the Government of Sri Lanka in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Government of Sri Lanka’s sanctions procedures,¹³ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government of Sri Lanka-financed contract; and (ii) to be a nominated¹⁴;

¹² For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

¹⁴ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how

- (e) will require that a clause be included in Procurement Documents and in contracts financed by a Government of Sri Lanka loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Government of Sri Lanka to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Government of Sri Lanka.”

that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

Section IX. Special Conditions of Contract

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: Director General, National Aquaculture Development Authority of Sri Lanka (NAQDA)
GCC 1.1 (o)	The Project Site 41/1, New Parliament Rd, Pelawatta, Battaramulla, Sri Lanka
GCC 1.1 (p)	Not Applicable
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by
GCC 4.2 (b)	The version edition of Incoterms shall be The International Chamber of Commerce (ICC) Incoterms 2020 version Incoterm is CFI (Cost, Freight and Insurance) basis up to Colombo Port
GCC 5.1	The language shall be: English

GCC 8.1	For <u>notices</u>, the Purchaser's address shall be: Attention: Director General Street Address: 41/1, New Parliament Rd, Pelawatta, Battaramulla, Sri Lanka Floor/ Room number: 1st Floor City: Colombo Country: Sri Lanka Telephone: +94714397722 Facsimile number: - Electronic mail address: - dg@naqda.gov.lk
GCC 9.1	The governing law shall be the law of: The Contract shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: i. Applicable Law The arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 11 of 1995 and any amendments thereto. ii. Arbitration Institution / Rules Arbitration shall be administered by the Institute for the Development of Commercial Law and Practice (Sri Lanka National Arbitration Centre), in accordance with its prevailing arbitration rules. Alternatively, if both parties agree, arbitration may be conducted under ad hoc arbitration rules consistent with Sri Lankan law. iii. Seat and Venue of Arbitration The seat of arbitration shall be Colombo, Sri Lanka. Hearings shall be conducted in Colombo unless otherwise agreed by both parties.

	iv. Number of Arbitrators The arbitration tribunal shall consist of: One (1) arbitrator, mutually agreed by both parties; or In the event of disagreement, three (3) arbitrators, with each party appointing one arbitrator and the two appointed arbitrators selecting the third (presiding arbitrator). v. Language of Arbitration The arbitration proceedings shall be conducted in the English language. Governing Law of the Contract The contract shall be governed and interpreted in accordance with the laws of Sri Lanka. vi. Costs of Arbitration The costs of arbitration shall be borne as determined by the arbitral tribunal. vii. Continuation of Contract Performance Notwithstanding any dispute, both parties shall continue to perform their respective obligations under the contract unless otherwise directed by the Purchaser. viii. Finality of Award The arbitral award shall be final and binding on both parties and may be enforced in any court of competent jurisdiction.
GCC 13.1	1. Details of Air Freight and other Documents to be furnished by the Supplier are • Air Waybill • Packing List • Health Certificate • Export Permit (if required) 2. Shipment Notification and Tracking

	The bidder shall notify NAQDA in advance of each shipment, providing full details including: • Flight number and schedule • Tracking numbers • Estimated time of arrival • Number and type of packages • NAQDA may coordinate with airport authorities for timely customs clearance and handling. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
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GCC 14.9	<i>[Note to Purchaser: Under a Project assessed as high or substantial Sexual Exploitation and Abuse(SEA)/Sexual Harassment (SH) risk, include the following if the Related Services include activities that need to be performed by the Supplier's personnel such as installation, operation and/or maintenance, otherwise state: "Not Applicable".]</i> GCC 14.9.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier's personnel carrying out <i>[state as applicable: installation/ operation/ maintenance/ operation and maintenance]</i> that include, but not limited to, maintaining a safe working environment and not engaging in the following practices: (i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's personnel; (ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; (iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and (iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage. GCC 14.9.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the <i>[state as applicable: installation/operation/maintenance/operation and maintenance]</i> is being executed, a Supplier's personnel that undertakes behaviors that are not consistent with the code of conduct stated in GCC 14.9.1. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the <i>[state as applicable: installation / operation / maintenance/ operation and maintenance]</i> is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.
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GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: a) Mode of Payment Payment to Foreign Principal Supplier/Manufacturer shall be made through an irrevocable Letter of Credit (LC) opened by the Purchaser in favor of the Supplier. b) Payment Structure • Thirty percent (30%) of the Contract Price shall be payable upon shipment of the Goods and submission of compliant shipping documents as specified in the Contract. • The remaining seventy percent (70%) shall be payable upon arrival of the Goods at Colombo Port (Colombo Fort) and issuance of the Acceptance Certificate by the Purchaser. c) Acceptance Period Inspection and acceptance shall be completed within thirty (30) days from the date of receipt of the Goods at Colombo Port (Colombo Fort). The balance payment shall be released upon formal acceptance
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <i>Not Applicable</i> The interest rate that shall be applied is <i>Not Applicable</i>
GCC 18.1	Not applicable
GCC 18.3	Not Applicable

GCC 18.4	Not applicable
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GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Contractor shall are securely packed in line with requirement outlined in Schedule of Requirement Further ensure following; a) The Supplier shall ensure that the Goods are securely packed in accordance with international standards suitable for export shipment and capable of withstanding rough handling during transportation, loading, unloading, and storage at destination. b) The packing shall: i. Protect the Goods against damage, deterioration, moisture, contamination, and temperature variations during transit and storage; ii. Be suitable for long-distance sea/air transport, as applicable; Comply with all applicable regulatory and safety requirements for pharmaceutical raw materials; iii. Include inner and outer packaging adequate to preserve product integrity and stability. Each batch shall be separately packed and clearly identifiable. c) Temperature-sensitive materials shall be packed in validated temperature-controlled packaging, where applicable. d) The Supplier shall ensure that packaging materials do not interact with or adversely affect the quality of the raw material e) Marking Requirements Each package shall be clearly and indelibly marked in English with at least the following information i. Contract Number ii. Item Description iii. Generic Name of Raw Material iv. Manufacturer's Name v. Manufacturing Site vi. Batch/Lot Number vii. Date of Manufacture viii. Date of Expiry ix. Net Weight / Gross Weight x. Storage Conditions xi. Country of Origin xii. "Handle with Care" (where applicable) f) Documentation Inside Package i. Each shipment shall include inside the package: ii. Certificate of Analysis (CoA) for each batch iii. Material Safety Data Sheet (MSDS) iv. Any regulatory compliance documents required under the Contract
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GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: <i>[insert specific insurance provisions agreed upon, including coverage, currency an amount]</i>
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. Responsibility for transportation of the Goods shall be determined in accordance with the applicable Incoterms®
GCC 25.2	Incidental services to be provided are: Not applicable
GCC 26.1	Upon receipt of the consignment, the Goods shall be subject to inspection by the Acceptance Committee (AC) duly appointed by the Director General of NAQDA. The inspection shall be carried out in accordance with the Schedule of Requirements and the Conditions of Contract. Formal acceptance shall be issued only upon written confirmation by the Acceptance Committee that the Goods fully comply with the Contract
GCC 26.2	The Inspections and tests shall be conducted at: NAQDA
GCC 27.1	The liquidated damage shall be: 1% per week (LD shall be proportionally calculated)
GCC 27.1	The maximum amount of liquidated damages shall be: 10%
GCC 28.3	Not applicable
GCC 28.5	Not applicable

Section X. Contract Forms

Table of Forms

Letter of Acceptance**Error! Bookmark not defined.**

1. Contract Agreement 124

2. Performance Security**Error! Bookmark not defined.**

3. Advance Payment Security**Error! Bookmark not defined.**

1. Letter of Acceptance/ Notice of Contract Award

[On Employer's Letterhead]

Letter of Acceptance / Notice of Contract Award

To:

[Name and Address of the Selected Consultant]

Date: [Issuing Date]

Contract No: NQ/2/PRO/2026/INT/01

Procurement of International Competitive Bidding for Supply and Delivery of Live Aquaculture Species (Ornamental Fish, Shrimp, Seabass, Grouper and Thilapia) for the National Aquaculture Development Programme.

Dear Sir/Madam,

We are pleased to inform you that your Bid dated *[Insert Proposal Date]* for the above-mentioned procurement, for a contract price of US Dollar/[relevant currency] *[Insert amount in figures and words]*, exclusive of VAT, has been accepted.

Accordingly, you are instructed to proceed with the execution of the Contract in accordance with the terms and conditions outlined in the Procurement Document.

The signing of the formal agreement shall take place at the 41/1, New Parliament Rd, Pelawatta, Battaramulla, Sri Lanka on *[Insert Date]*.

Please be present at the above-mentioned venue on *[Insert Date]*, together with two witnesses and your company seal, for the execution of the Contract.

You are required to submit the Performance Security in the amount of 10% of the Contract Price, equivalent to [amount in words and figures], in the form of an unconditional Bank Guarantee issued by a commercial bank acceptable to the Employer.

The Performance Security shall be submitted on or before signing the contract and shall remain valid until the/...../ 2027, including all warranty and other

contractual obligations, in accordance with the Conditions of Contract and shall strictly conform to the format prescribed in the Procurement Document.

The Contract shall not become effective unless and until the required Performance Security is duly submitted

Failure to attend and sign the agreement by the stipulated date, or failure to submit the required documents, may result in action being taken in accordance with the Government of Sri Lanka Procurement Guidelines.

Should you require any further clarification, please contact the Procurement Officer, National Aquaculture Development Authority of Sri Lanka, 41/1, New Parliament Rd, Pelawatta, Battaramulla, Sri Lanka Telephone: [Insert Telephone Number]

Sincerely,

Director General

National Aquaculture Development Authority of Sri Lanka

Attachment: Contract Agreement including Format of the Performance Bond

Contract Agreement

[The successful Bidder 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) ***National Aquaculture Development Authority of Sri Lanka*** (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 bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

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 Bid and Bidding Document
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)
 - (h) any other document listed in GCC as forming part of the Contract

3. The Supplier agrees with the Termination Clause stipulated under GCC Clause 35 of the Bidding Document.
4. The Supplier agrees with the Arbitration Clause stipulated under GCC Clause 10.2 of the Bidding Document.
5. 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 provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
6. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[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]*