



05 / 04 / 2022

INVITATION TO BID AND GENERAL CONDITIONS OF TENDER

1. The Vice Chancellor of the General Sir John Kotelawala Defence University, as the Chairman, Department Procurement Committee invites Bid/s from prospective Bidders for supply of items listed in the schedule in Annex "A" The relevant specifications of the items are indicated in Annex "B"
 2. **CLOSING DATE & TIME.** The tender will close at 1400hrs on 27 / 04 / 2022 Any Bid submitted after the closing time of the tender will be rejected & unopened such bids will be returned to the bidder.
 3. **VALIDITY OF BID.** The bid submitted under this tender must be valid for a period of 120 days from the date of closing of tender.
 4. **BID BOND / GUARANTEE.**
 - (a) If the quoted bid value exceeds **Rs: 2,000,000.00**, such Bids should be accompanied with 1% of Bid Value an "on demand" and "unconditional" Bid Bond/Guarantee for a sum of **Rs:** in the format given in Annex "C" through a recognized local Bank or Insurance Company registered in Sri Lanka which is authorized by the Insurance Board of Sri Lanka to issue such Bid Guarantees. All Bid Bond/Guarantees should be valid for at least 30 days more than the validity period of bids, ie, for 150 days from the date of Bid opening. Cheques will not be accepted as Bid Guarantee.
 - (b) Submission of insufficient Bid Bond/Guarantee value or period will be considered as a "major deviation" and such offer will not be considered for further procurement action and will be rejected.
 5. **VALUE ADDED TAX.** The Bidders who bid for locally delivered items must have the VAT registration. The VAT portion must be shown separately in the price schedule in Annex "A" and VAT registration number must be indicated. If the quoted item is exempted from VAT or Bidding Company is not liable for VAT, reference number and date of relevant Act number/Gazette notification/a certificate (as applicable) issued for the current financial year from the Commissioner General of Inland Revenue to that effect should be submitted along with the Bid.
 6. **BID SUBMISSION.** The bidder must duly sign at the last page (before Annexes) of this document indicating the name of the signatory and the name of the company & place the company common seal to confirm the acceptance of tender conditions. The Bid/s that do not include authorized signature will be rejected. The Bid/s duly signed by the bidder enclosed and sealed in an appropriate cover addressed to the following address should be sent by registered post or could be deposited in the appropriate tender box placed at University Hospital Kotelawala Defence University, Werahara (at the Main Entrance of University Hospital Kotelawala Defence University) on or before the time & date specified for the closing of tender. The tender reference number, date & time of closing tender should be indicated & underlined at the top left corner of the envelop.
- Tender Ref No
Closing Date & Time :
- The Chairman,
Department Procurement Committee,
University Hospital Kotelawala Defence University,
Werahara,
Sri Lanka.
7. The Bid/s must be submitted in the attached schedule of prices in Annex "A" as applicable. However, bidders could use similar formats prepared with their own letter heads with all the details mentioned therein and submit in three copies along with duly signed copy of a General Conditions of tender. The Bid/s must contain **Technical Literature, Pamphlets, Drawings and Quality Standard Certificate etc** necessary to determine characteristics of items offered and in case of Machinery/Vehicles & Equipment, servicing and workshop data/after sales service, back up facilities or any other facilities provided by the supplier.
 8. **SUBMISSION OF SAMPLES/PAYMENT OF TESTING CHARGES.**

When it is required to submit samples, every offer must be accompanied with pre - marked samples. The marking of samples indicating the Bidder & Offer number must be done and the samples must be handed over to the officer at same place where tender box is placed on or before the closing date & time of the Bid. Samples submitted after closing time of the Bid will be rejected. The documents such as Air Way Bills etc, will not be accepted in place of samples. When the testing charges are required to be paid, bidders shall pay testing charges separately for all offers indicated in their bid/s.

 - (1) **Samples.** Please submit samples.
 - (2) **Testing Charges.** A sum of Rs. per offer must be paid to the Bursar of KDU, prior to the submission of bid and a copy of the receipt must be annexed to the bid. It is the responsibility of bidder to inform the Cashier of the Account Office to note the tender number on the receipt issued for such payments.
 8. **BID OPENING.** All duly received bids will be opened immediately after the scheduled closing time of Bids at the same venue. Bidders or their accredited agents could be present at the time of opening of bids.
 9. **PRICES.**

For locally delivered items (including locally manufactured items & foreign items imported by the bidders) price must be quoted in Sri Lankan Rupees, inclusive of all charges for delivery of items to University Hospital General Sir John Kotelawala Defence University Werahara. Unit price, VAT and Total price should be clearly indicated in schedule in Annex "A". Other than VAT, all other type of taxes (eg : NBT, BTT, etc.) should not be indicated separately and should be included in unit price.
 10. **RESTRICTED TENDERS.** Invitation to Bids are circulated among the registered suppliers with Ministry of Defence (MOD), only bids submitted by registered suppliers will be allowed for consideration. However, Chairman, Department Procurement Committee reserves the right to invite the bids from multiple combinations of Procurement Methods as stipulated in Chapter III of the Government Procurement Guideline, 2006 to ensure highest competitiveness.

11. **PERFORMANCE BOND/GUARANTEE.** A successful bidder shall furnish a Performance Bond/Guarantee in the form of "On Demand" & "Unconditional" Bank/Insurance Guarantee for a sum equivalent to 10% of the contract value for every contract that exceeds Rs. 500,000.00 or equivalent amount in foreign currency through a recognized Commercial Bank registered in Sri Lanka or through an Insurance Company authorized by the Insurance Board of loss resulting from the supplier's failure to complete his performance obligations under the contract. If the contracted supplier fails to deliver the items Sri Lanka to issue such Performance Guarantee for this purpose, within two weeks from the date of notification of award. The proceeds of the Performance Bond/Guarantee shall be payable to the Vice Chancellor of the General Sir John Kotelawala Defence University as compensation for any or

12. time or fails to complete the works as per the agreed contract, **THE TOTAL VALUE OF THE PERFORMANCE BOND/GUARANTEE** will be forfeited. If only partial delivery is made during the agreed contract period, the corresponding value percentage of undelivered quantity from the Performance Bond/Guarantee will be forfeited.

13. **SIGNING OF CONTRACT.** The notification of award will be transmitted to the successful bidder by post, by fax or e-mail. This notification constitutes the formation of the contract. The successful bidder should submit his written acceptance for the award and performance bond / guarantee (For awards over Rs. 500,000.00 without VAT) within 14 days of receipt of such notification. Upon acceptance of the award and furnishing of the Performance Bond/Guarantee, the successful bidder will have to enter into a formal contract with the Vice Chancellor of the General Sir John Kotelawala Defence University by signing the Contract.

14. **DELIVERY.** Preference will be given for early delivery. In case of bulk supplies for locally manufactured items, the delivery of total quantity must be completed within 120 days of signing of contract, unless mutually agreed for extended delivery period with University Hospital Kotelawala Defence University. The bidder/s must indicate the proposed delivery schedule in Annex "E". In the event of placing a purchase order with the successful bidder, the total quantity so ordered must be supplied as one consignment unless part deliveries are agreed upon in the contract. The deliveries not made as per agreed delivery schedule will be considered as bad performances by the suppliers and no extended delivery period will be authorized. Under extreme unavoidable conditions too, the Chairman, Department Procurement Committee (Vice Chancellor of the General Sir John Kotelawala Defence University) reserves the right to grant or refuse delivery period extensions only within the current financial year with or without liquidated claim for delayed deliveries and that decision will be final.

15. **LIQUIDATED DAMAGES.** In case of delivery period extensions requested by the successful bidder, a sum equivalent to 2% of the total value of the delayed supply per delay of one week or part thereof may be deducted from the payment due to the supplier from the University Hospital General Sir John Kotelawala Defence University as liquidated damages up to the maximum limit of 10% of the total value of delayed supplies.

16. **PAYMENT TERMS FOR LOCALLY DELIVERED ITEMS.** Payment will be made after acceptance of items which should be subjected to a pre-acceptance inspection/testing by University Hospital General Sir John Kotelawala Defence University authorities. The delivery made to University Hospital should not be considered as quantities taken over by University Hospital General Sir John Kotelawala Defence University until items are properly accepted after pre-acceptance inspection. Any item that does not conform to the specifications or already approved sample will be rejected & it is the responsibility of the supplier to remove them from University Hospital stores/premises within 07 working days of such intimation (either verbal or written) at his own cost and replace them with items conforming to specification within one month of such rejection. The bidder shall allow approximately 60-90 days period of credit from the date of acceptance of items for Account Office, University Hospital General Sir John Kotelawala Defence University to obtain liquid cash from General Treasury & release the payment.

16. **RIGHTS OF THE PROCUREMENT COMMITTEE.** The Department Procurement Committee reserve the right to accept or reject whole or part of this tender and their decision will be final. The successful bidders will be notified. Information with regard to rejected or unsuccessful bids will not be communicated.

Thanking You,
Yours faithfully,

For Chairmen DPC
General Sir John Kotelawala Defence University
University Hospital Kotelawala Defence University

I/We agree to abide by the conditions of tender and undertake to supply the items as per delivery schedule mentioned in the contract, in the event of an order been placed with me/my firm/company as a result of this tender.

..... Signature
..... Name of Signatory

.....Name of the Company/Bidder

Date :-

Company seal

SCHEDULE OF PRICES FOR LOCALLY DELIVERED ITEMS

S/ N	ITEMS	UNIT	QTY	PRICE EACH SLRS	TOTAL PRICE SLRS
	<u>PURCHASE OF PLATELET SEPARATION SYSTEM FOR BLOOD BANK AT UHKDU</u>				
1	Platelet Separation System	No	01		
	TOTAL				
	DISCOUNT				
	TOTAL(AFTER DISCOUNT)				
	VAT %				
	GRAND TOTAL				

2. a. Country of Manufacture :-
- b. Name of the manufacturer and address :-
3. VAT Registration No. :
4. Name of the Company :
5. Testing Charges Paid. : Rs..... Receipt No and Date:
6. Signature of Bidder :
7. Date. :
8. MOD registered No. : Company Seal :-
9. Warranty Period :

TECHNICAL SCHEDULE FOR PURCHASING OF PLATELET SEPERATION SYSTEM FOR BLOOD BANK AT UHKDU

UHKDU /PRO/ MED/317/2021

1	2	3	M/S Emar Pharma (Pvt) Ltd	M/S A.J Medicem International (Pvt) Ltd
UHKDU Requirements				
		Priority²		
1.	Power requirement is 230V±10%, 50 Hz, Square 3-pin, 13A plug top	C	Yes	Yes
	Protection against over-voltage and over current line condition	C	Yes	Yes
	Unit shall have backup system until temporary power recovery	C	Yes	Yes A UPS will be provided
	Unit shall comply with applicable current IEE regulations, EC directives, Sri Lankan standards and regulations. All associated components shall carry Electrical & Safety Standards.	C	Yes	Yes
	The equipment shall have protection against electric shock("Class" 1 and "type" CF)	C	Yes	Yes
2.	Technology of the System			
	The system shall consist with a centrifuge and compatible disposables for Platelet Rich Plasma (PRP) and/or Stem cell separation from smaller volume of whole blood, in few minutes.	C	Yes Compatible for PRP only	Yes
3.	Centrifuge	C		
	Shall be a bench top model; movable	C	Yes	Yes
	Automated system for plasma separation and user friendly	C	Yes	Yes

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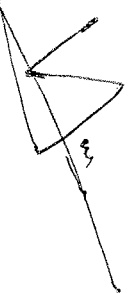
	installation or functions				Yes
	Single centrifugation with fixed RPM settings for preparation of platelet Rich Plasma (PRP) and single centrifugation with fixed RPM settings for the preparation and stem cell harvest.	C	Yes		
	Shall be consist with rotor imbalance detection mechanism	C	Yes	Yes	
	Centrifuge chamber shall be stainless steel – to allow easy cleaning	C	Yes	No spillage can occur in centrifuge compartment. Hence the tubes are placed in separate plastic capsules.	
	Shall be included an error detection and alarming mechanism		Yes	Yes	
	Allow emergency stopping	C	Yes	Yes	
	Centrifuge shall be compatible with the centrifugation process of the disposable kits given below	C	Yes	Yes	
	Free of charge supply of the centrifuge if consumables are being purchased is compulsory. (Agreement of purchasing consumables should be provided with details such as price, amount, time period). Service and Maintenance agreement should be submitted.	C		Yes	
4.	Disposable Kits for the System				
	Be compatible with above centrifuge unit	C	Yes	Yes	
	If anticoagulant is required, it should be supplied with the kits		Yes	Yes In built	
	Capable of preparing 4-5 ml autologous platelet rich plasma from minimum (10-20ml) volume of whole blood	C	Yes	Yes	

	Entire procedure shall be completed in few minutes	C	Yes	Yes
	Platelet recovery shall be > 80%	C	Yes	Yes
	PRP concentration factor 1.5x or above	C	Yes	Yes
	Red blood cell depletion greater than 99%	C	Yes	Yes
	Preparation of PRP through a closed system	C		Yes
	Prices of all accessories compatible with the unit like disposables and/or syringes shall be provided separately with their shelf life for first 10 years	C		Yes
	Continuity of supply of accessories and disposables for at least 10 years shall be guaranteed.	C	Yes	Yes
	Separate kits that are compatible with above centrifuge unit shall be available for the preparation of stem cells from bone marrow aspirate or peripheral blood		No	Yes
	General Conditions			
6.	Each unit shall be supplied with an instruction manual and a service manual in English.	C	Yes	Yes
7.	Full graphic illustrated original technical literature in English describing the equipment offered and detailing the specifications shall be supplied with the bid.	C	Yes	Yes
8.	A detailed proforma invoice of the equipment describing the parts and accessories offered as requested by the specification together with their make, model, country of origin, unit price, quantity, total price, ref. numbers of accessories and the period of warranty offered etc. shall be compulsorily provided with the bid.	C	Yes	Yes
9.	Provide consumable costs for first 10 years	C	Yes	Yes

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10.	Fast-moving spare parts prices shall be quoted separately & shall be valid for a period of at least for 10 years	C	Yes	Yes
11.	A list of users, local and overseas should be provided with user feedback	C	Yes	Yes
12.	If the model is not available in Sri Lanka, a sample unit shall be submitted for evaluation when requested.	C	Yes Available in Sri Lanka	Yes The mode is available in Sri Lanka.
13.	The equipment shall be covered by a comprehensive "Parts & Labour" warranty for the period of not less than 24 calendar months from the date of successful Installation & commissioning. Such a warranty shall also include servicing and at least 4 preventive maintenances per year during the period of validity.	C	Yes	Yes
14.	Warranty maintenance report attached to the document shall be returned to purchaser after completion of each preventive & corrective maintenance during the warranty period. The bidder shall quote separately for a labour only service contract for a 03 year period and comprehensive maintenance contract(CMC) for the whole equipment for another 5 year should be quoted as per schedule given below. a. 1 st & 2 nd year : Warranty b. 3 rd to 5 th year : Labour only contract c. 6 th to 10 th year : comprehensive maintenance contract	C	Yes	Yes
15.	The bidder shall assure the availability of trained maintenance staff in case of a breakdown of the equipment.		Yes	Yes
16.	Bidder shall furnish the documentary evidence to demonstrate that the good it offers meet the following usage requirement. a. ISO certificate for good manufacturing practice like ISO 9001:2000, ISO 13485:2003	C	Yes	Yes

	b. CE/FDA Certificate c. Shall conform to relevant IEC safety standards & other international regulatory standards. d. NMRA registration certificate			
17.	Fast moving spare parts, consumables and reagent shall be available ex-stock.	C	Yes	Yes
18.	All standard accessories shall be supplied including relevant software. Other relevant optional accessories shall also be quoted separately.	C	Yes	Yes
19.	The equipment to be supplied shall be brand new at the time of delivery. A letter issued by the Manufacturer in this regard shall be submitted with the bid.	C	Yes	Yes
	Make / Model		ELMI - CM - 7S Plus	Regen Lab RK - BCT - 03 & RK - THT - 03
	Country of origin		North America	Switzerland
	Delivery Period		Ex stock - within 01 week	Ex stock - within 01 week
	NMRA		No	Yes
	Price without VAT		400,000.00	32,000.00



[Handwritten signature]

SPECIMEN FORM OF BID SECURITY

By this Bond we (hereinafter called "the Bidder") and We (name of bank or insurance company) whose registered office is at (hereinafter called "the Surety") are held and firmly bound onto (hereinafter called the Authority") in the sum of for the payment of which sum the Bidder and the Surety bind themselves their successors and assigns jointly and severally by those presents.

Whereas the authority has invited the Tender and other persons to compete tenders in similar terms for the supply of and to submit the same for the consideration of the Authority, and the Bidder proposes to submit to the Authority a Bid (hereafter called "the Bid") in accordance with such invitation, the Bond shall provide security to the Authority that the Bidder will honour certain obligations to be undertaken by him in the Tender in accordance with the following conditions.

Now the Conditions of this Bond are:

- (a) That it shall remain in full force and effect until the earliest of
 - (i) (Date), being () days from (submission date), the date stipulated by the Authority for the submission of tenders, or any prolongation of such date above notified to the Authority by the Bidder and the Surety in writing.
 - (ii) In the event of acceptance of the Tender by the Authority, the date upon which the Bidder provides a performance security to the Authority in accordance with the terms of the contract thereby made between them, or
- (b) Subject to this Bond being in full force and effect, the Surety shall pay the full amount specified in this Bond upon receipt of first written demand form the Authority stating that.
 - (i) The Bidder has withdrawn his Tender during the validity of this Bond, or
 - (ii) The Bidder has failed to provide a performance security to the Authority in accordance with the terms of the tender within 14 days from receipt of intimation of award of the Tender.

No alteration in the terms of the Tender, nor any forbearance or forgiveness in or in respect of neither any matter or thing concerning the Tender on the part of the Authority, nor any objection from the bidder shall in any way release the Surety from any liability under this Bond.

The benefit of this Bond shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Bidder.

This Bond shall be governed by the laws of Sri Lanka

I executed as a deed on this () day of () 20 ()

For and on behalf of the Bidder

For and on behalf of the Surety

Signed by -----

Signed by -----

In the capacity of -----

In the capacity of -----

and by -----

and by -----

In the capacity of -----

In the capacity of -----

Seal (where applicable)

Seal (where applicable)

DELIVERY SCHEDULE

(IT IS MANDATORY TO FILL THE FOLLOWING SCHEDULE BY THE BIDDER) TENDER NO :

ITEM : QTY :

.....

DURATION	. QTY
EX STOCK QTY (WITHIN 01 WEEK)	
01MONTH	
02 MONTHS	
03 MONTHS	
04 MONTHS	
TOTAL	

NAME OF THE BIDDER :

SIGNATURE OF BIDDER :

DATE :

COMPANY SEAL :