

Tender No:

UHKDU/PRO/SOGE/SVS/0195/ 2024



University Hospital Kotelawala Defence University
Werahara ,Boralesgamuwa
Sri Lanka
T:Phone: 0112044555
Fax: 0112044592
Web:

20 / 06 / 2024.

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 Renewal Of Service and Maintenance Agreement For 02 No's 250 KVA UPS Units.

2. **CLOSING DATE & TIME.** The tender will close at 1400 hrs on 03 / 07 / 2024. 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 :1400 hrs on 03 / 07 / 2024....

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.

9. **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.

10. **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.

11. **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.

12 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. 2,000,000.00 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 o 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.

17. 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 PROCUREMENT MANAGER (GEN)
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

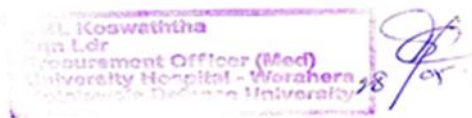
FILE NO - UHKDU/PRO/SOGE/SVS/0195/2024

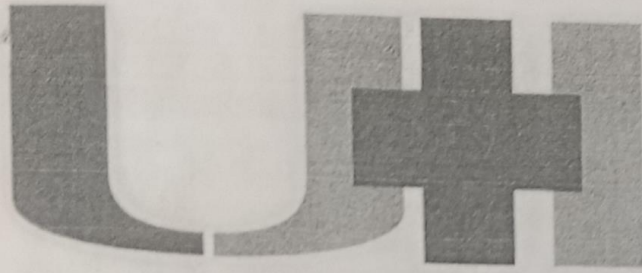
SCHEDULE OF PRICES FOR LOCALLY DELIVERED ITEMS

S/N	ITEMS	UNIT	QTY	MONTHLY RENTAL FEE	TOTAL RENTAL FEE (12MONTH)
01	250KVA Socomec Delphys GP USP System (S.No16100386792001)	No's	01		
02	250k KVA Socomec Delphys GP UPS System (S.No16100306732001)	No's	01		
	Specification is attached here with Annex "B"				
	TOTAL				
	DISCOUNT				
	TOTAL(AFTER DISCOUNT)				
	VAT 18 %				
	GRAND TOTAL				

NOTE : IF POSSIBLE FORWARD YOUR PRICE QUOTATION WITH YOUR COMPANY LETTER HEAD

2. a. validity : 49 days from the date of closing of tender
- b. **Payment term : Credit**
- c. Warranty period :
- d. Brand name :
- e. Country of Manufacture :
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 :





UNIVERSITY HOSPITAL
General Sir John Kotelawala Defence University

AGREEMENT BETWEEN
GENERAL SIR JOHN KOTELAWALA DEFENCE
UNIVERSITY HOSPITAL

And

M/S SUPER NEAT TECHNOLOGY

(PVT) LTD

For the

SERVICE AND MAINTENANCE AGREEMENT OF CENTRAL
UNINTERRUPTED POWER SUPPLY(UPS)SYSTEM

AGREEMENT NO: UHKDU/PMC/0030/ 2023

File No: UHKDU/PRO/SOGE/SVS/0177/2023

Order No: UHKDU/PO/00 /2023

SERVICE AND MAINTENANCE AGREEMENT FOR CENTRAL UNINTERRUPTED
POWER SUPPLY(UPS)SYSTEM SIR JOHN KOTELAWALA DEFENCE UNIVERSITY
HOSPITAL - WERAHERA FILE NO: UHKDU/PRO/SOGE/SVS/0177/2023

THIS INDENTURE IS MADE AND ENTRED INTO ON THIS DAY of
Two Thousand Twenty Three (2023) Between M/S SUPER NEA
TECHNOLOGY(PRIVATE) LIMITED having its registered Office at No.478, Kandy Road
Kelaniya, Sri Lanka, its successors and heirs, executors and administrators of the one part
(hereinafter called and referred to as the "Service Provider")

And

General Sir John Kotelawala Defence University (established under General Sir John
Kotelawala Defence University Act No 68 of 1981) in Kandawala, Ratmalana (hereinafter referred
to as the SERVICE RECIPIENT) of the Other Part Whereas the SERVICE PROVIDER has
agreed to 'SERVICE AND MAINTENANCE AGREEMENT FOR CENTRAL
UNINTERRUPTED POWER SUPPLY(UPS) SYSTEM' more fully described in the
ANNEXURE "A" to this agreement and SCHEDULE given in para 17 here to (hereinafter
referred to as the "SERVICE") from the SERVICE PROVIDER who has agreed to supply the
same in accordance with the condition and specifications as set out in the tender notice
UHKDU/PRO/SOGE/SVS/0177/2023 and the Kotelawala Defence University Hospital Order
Number UHKDU/PRO/PO/ /2023 and the terms and covenants contained therein. Now
therefore it is hereby agreed as follows:-

WITNESSETH

1. The SERVICE PROVIDER shall provide the SERVICE to the entire satisfaction of the SERVICE RECIPIENT as set out in the schedule and Annexure "A" hereto in such quantities and conditions required by the SERVICE RECIPIENT of the best quality.
2. The completion of the SERVICE shall be made by the SERVICE PROVIDER if Kotelawala Defence University Hospital at the rates mentioned at para 17 and on service being completed within 07 Days from the date of handing over the order form for the service. The Service Provider shall, if so required by the SERVICE RECIPIENT, appoint a representative to represent him in all matters relating to this agreement.
3. The SERVICE provided by the Service Provider shall be the best in its respective kind and shall be subjected to inspection by the officer nominated by the Service Recipient and the SERVICE shall be in accordance with the conditions and specifications as set out in the Annexure "A", tender notice UHKDU/PRO/SOGE/SVS/0177/2023, the Kotelawala Defence University Hospital order bearing Number UHKDU/PRO/PO/ /2023 and the times and conditions and covenants contained therein.
4. The acceptance of service provided by the SERVICE PROVIDER to be the best in their respective kind and the relevant inspection shall be done by an officer nominated by the Service Recipient to receive the same, and the good and service provided by the Service Provider shall be passed only if they are wholesome and fit for usage, and if any of the SERVICE provided by the Service Provider in the opinion of the receiving officer are not

5. The payment shall be made after signing of the agreement and respect of the **Performance Bond** by the UHKDU. The **service** after receipt of the payment and shall be signed by the receiving Officer.
6. In the event the SERVICE PROVIDER fails to provide the **SERVICE** demanded within the period specified in Clauses 1 and 2 hereof fails to replace or any rejected **SERVICE** in terms of clause of 4 hereof the Service Recipient shall at liberty to encase the Performance Bond submitted by the SERVICE PROVIDER.
7. It is hereby expressly agreed between the parties to these presents that any of the **SERVICE** provided by the SERVICE PROVIDER, in the opinion of the buyer to be of a quality inferior to that described in the schedule it shall be lawful for the Service Recipient in his discretion to reduce the price the payable in respect of the **SERVICE** so provided.
8. The SERVICE PROVIDER shall not assign or otherwise transfer or subject his rights and obligation under this agreement without the written consent and authority in writing of the Service Recipient. The SERVICE RECIPIENT reserves the right to refuse to recognize a Power of Attorney issued by the SERVICE PROVIDER to any person to carry out this agreement on his behalf. The Service Recipient may, for reasons which appear to him sufficient, give the SERVICE PROVIDER notice in writing of his objections to the employment by the Service Provider of any person specified in such notice and no such person shall be employed by the SERVICE PROVIDER. The SERVICE PROVIDER shall not employ any person suffering from an infectious disease. Breach of this term shall render this agreement liable for cancellation without compensation to the SERVICE PROVIDER.
9. The Service Provider shall indemnify the Service Recipient against any claims for compensation by or in respect of any employee of the SERVICE PROVIDER, under the workmen's Compensation Ordinance No. 19 of 1934 or any other legislation or modification thereof.
10. The payment to which the SERVICE PROVIDER may render himself liable under this agreement by default of agreement shall be deducted by the Service Recipient from all moneys due or that may become due to the Service Provider under this agreement and from the Performance Bond of the SERVICE PROVIDER.
11. All notices to be served upon the SERVICE PROVIDER shall be deemed to have been served if such notice(s) are handed over to him either personally or left at No.478, Kandy Road Kelaniya, Sri Lanka.
12. The SERVICE RECIPIENT reserves the right to terminate this contract, without notice, for reasons of National Security or any other reason as may be determined by him. In such an event, the Service Recipient or the Government shall not be held responsible or liable for any loss or damages caused to the SERVICE PROVIDER by reason of such termination.
13. The Service Recipient shall not be held responsible or liable for any damages that may be incurred to the SERVICE PROVIDER as a result of war, disturbance, strikes, lookouts, fires, storms or floods or other hindrances or acts of Good which are beyond the control of the Service Recipient at any time during the tenure of this agreement.
14. The Service Provider shall not be held responsible under the agreement in the event of Act of Good, war, disturbance, lookouts earthquakes, fires, storms or floods or other similar

circumstance beyond the control of the SERVICE PROVIDER by performing the obligation under this agreement.

- a. Upon occurrence of Force Majeure the SERVICE PROVIDER who claims that shall notify the Service Recipient in writing immediately after such situation of the occurrence.
- b. In such event the period of the agreement shall be extended with consent of the Service Recipient.

15. If SERVICE PROVIDER fail to provide the SERVICE within the stipulated period to the Service Recipient's given location due to no fault of the SERVICE RECIPIENT Liquidated Damages shall be recovered at the rate of one percent (1%) of the total value of the order per Month up to maximum of 10 % not as a penalty, but as damage in respect of failure to provide "SERVICE AND MAINTENANCE AGREEMENT FOR CENTRAL UNINTERRUPTED POWER SUPPLY(UPS)SYSTEM" within the specified period.

16. No addition, deletion, modification or change to the agreement shall be binding upon the Service Recipient and the SERVICE PROVIDER unless such addition, deletion, modification or change is made with an addendum duly signed by both parties. Any such addendum shall complete or replace the relevant part of this agreement and shall become an integral part of the main agreement.

17. Price Schedule of the Agreement

SR NO	DESCRIPTION	DENO	QTY	TOTAL PRICE	GRAND TOTAL PRICE
01	250KVA Socomec Delphys GP UPS System (S.No16100386792001)	No's	01	341,000.00	341,000.00
02	250KVA Socomec Delphys GP UPS System (S.No16100386732001)	Nos	01	341,000.00	341,000.00
TOTAL AMOUNT					682,000.00
DISCOUNT 15%					102,300.00
AFTER DISCOUNT					579,700.00
VAT 15%					86,955.00
GRAND TOTAL					666,655.00

18. Supplier has agreed to supply the same in accordance with the service works details Annex "A" for a period of One (01)year from the date commence the agreement. Relevant services to be carried out 03 times in a year (one service per each four months)

19. Service to be made in accordance with the conditions and specifications as set out in the tender notice UHKDU/PRO/SOGE/SVS/0177/2023 and the Kotelawala Defence University Hospital Order bearing order No: UHKDU/PRO/PO/ /2023 which are part and parcel of this agreement and the terms and condition of this agreement. And the service to be completed as described in para '18' after handing over of the order form.

20. For any disputes or differences arising between the parties out of or in connection with the agreement the parties to take appropriate measures to settle the dispute of disagreement which may arise out of or in connection with this contract by means of negotiation. If the dispute cannot be settled amicably this contract shall be governed by the law of Sri Lanka dealt by means of civil litigation in courts of Sri Lanka.

21. This agreement shall come into force from 01st August 2023 (date of Commencement of this agreement) and remain valid until 31st July 2024 for One year time period (03 Time Service) (the Tern)

22. All the Terms and Conditions of this agreement have been read, understood and accepted and confirmed by both parties to this agreement. In witness whereof the said SERVICE RECIPIENT and the said SERVICE PROVIDER have herein set their representative hands at Werahera on the 01st August (2023) for the "SERVICE AND MAINTENANCE AGREEMENT FOR CENTRAL UNINTERRUPTED POWER SUPPLY(UPS)SYSTEM".



FOR AND ON BEHALF OF THE SERVICE PROVIDER

VICE CHANCELLOR/DEPUTY VICE CHANCELLOR

Name: Tanaka Bamunu Arachchi
Partner: Assistant General Manager
NIC: 760720640V
Date: 12/9/2023

WITNESSES

Signature: [Signature]
Name: - Sasanthi Madurawala
NIC: - 965190228V
Address: - 478 Kandy Road Kelaniya

2. Signature: [Signature]
Name: - PROCUREMENT MANAGER
NIC: - [NIC]
Address: - University Hospital, General Sir John Kotelawala Defence University, Werahera

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SCHEDULE OF SERVICE WORKS

01 UPS EQUIPMENT

- a. Visual inspection of the equipment
- b. The taking of electrical measurements to establish the operational state of the equipment
- c. Checking for correct and accurate operation of all instruments
- d. Check setting of adjustable devices
- e. Check and reset, where necessary, relevant preset adjustments.
- f. To rectify any apparent faults where immediately possible. Record others for later rectification
- g. Ensure equipment is clean where appropriate

02 STORAGE OF BATTERIES

- a. Visual inspection
- b. Each battery terminal voltage check(yearly twice)
- c. Record total voltage of battery under float conditions

DELIVERY SCHEDULE

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

ITEM : QTY :

.....

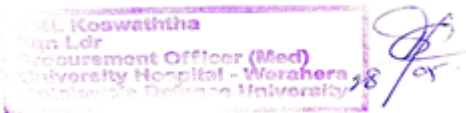
DURATION	QTY
EX STOCK QTY (WITHIN 01 WEEK)	
01MONTH	
02 MONTHS	
03 MONTHS	
04 MONTHS	
TOTAL	

NAME OF THE BIDDER :

SIGNATURE OF BIDDER :

DATE :

COMPANY SEAL :



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 of 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)

