

Tender No:

KDU/PRO/LIB/4011/2019



General Sir John Kotelawala Defence University,
Kandawala Estate, Ratmalana, Sri Lanka.
T: Phone: Exchange 2632028, 2622995
Fax: OCLS 2622504
Procurement Officer 2623599
Web : www.kdu.ac.lk

21 /08/ 2020

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 1000 hrs on 08 / 09 /2020 . 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 General Sir John Kotelawala Defence University, Kandawala Estate, Ratmalana** (at the Main Entrance of General Sir John 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,
General Sir John Kotelawala Defence University,
Kandawala Estate, Ratmalana,
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 General Sir John Kotelawala Defence University Ratmalana, Faculty of Allied Health Science (FAHS) Werahera and University Hospital Werahera or Southern Campus Sooriyawewa. **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 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 loss resulting from the supplier’s failure to complete his performance obligations under the contract. If the contracted supplier fails to deliver the items on 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 General Sir John 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 1% 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 General Sir John Kotelawala Defence University as liquidated damages up to the maximum limit of 12% 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 General Sir John Kotelawala Defence University authorities. The delivery made to the General Sir John Kotelawala Defence University should not be considered as quantities taken over by 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 General Sir John Kotelawala Defence University 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, 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 Vice Chancellor
General Sir John 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	DENO	QTY	PRICE EACH SLRS	TOTAL PRICE
<u>PURCHASE OF LIBRARY BOOKS FOR SOUTHERN CAMPUS THIRD PRIORITY</u>					
	Book List Attached as Annex Sr. No 01 to 72				
	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. Tel:..... Fax:.....
- 6. Other contact details:.....
- 7. Testing Charges Paid. : Rs..... Receipt No and Date:
- 8. Signature of Bidder : Company Seal :-
- 9. Date. :
- 10. MOD registered No. :

Extra Specification : Yes

S/N	Title	Author	Publisher	Year of pub	ISBN No.	Qty
DEPARTMENT OF QUANTITY SURVEYING						
1	Principles of Economics 9th ed.	Lipsey R G and Chrystal K A	OUP	1999	198776398	2
2	Economics - 7th ed.	Begg D, Fischer S and Dornbusch R	McGraw-Hill Education	2002	77099478	2
3	Successful Finance For non-Accountants	Brian Brown	VIVA	2010	978- 8130914992	4
4	Accounting A to Z Handbook - 3rd ed.	Arthur Miller	VIVA	2009	978- 8130927152	4
5	Human Resource Management - New ed.	Henarath Opatha			978- 9559588597	2
6	An Introduction to Human Resource Management- 1st ed.	Wilton	SAGE	2011	978- 8132108924	2
7	Financial Management - New ed.	I.M. Pandey	VIKAS		978- 9325982291	2
8	Financial Management - New ed.	Prasanna Chandra	MCGH		978- 9339222574	2
9	Organizational Behavior	Fred Luthans	MCGH	2007	71259309	2
10	Introduction to Management - New ed.	Schermerhorn	JW		978- 8126523160	4
11	Introduction to Management Science - 9th ed.	Taylor	PED	2008	978- 8131720714	4
12	Business Research Methods	Alan Bryman	Oxford University Press		978- 0199668649	2
13	Business Research Methods : A South Asian Perspector	Donald R. Cooper	McGraw-Hill College	2000	978- 0072407419	1
14	Cost Planning of Buildings	Ferry & Brandon's	Viley	2007	978- 0632024032	1
15	Commercial Management in Construction	Ian Walker and Robert Wilkie	Wiley- Blackwell		B01FIZJR82	1
16	Project Finance for Construction	Anthony Higham, Carl Bridge and Peter Farrell	ROUTLEDGE	2017	978- 1138941304	1
17	Law of Property In Sri Lanka - Vol .1	Peiris G L	Sarasavi		9558156221	1
18	Law of Property In Sri Lanka - Vol. 2 (landlord and tenant)	Peiris G L	Sarasavi		ISBN 9789558156131	1
19	Law of Property In Sri Lanka - Vol. 3	Peiris G L	Sarasavi		9558733261	1
20	Conditions of Contract - 6th ed. or New ed.	ICE	London: Thomas Telford	1991	ISBN-13: 978- 0727716170	2

21	NRM 1: Order of cost estimating and cost planning for capital building works - New ed.	RICS, The Building Employers' Confederation	RICS Books		978-1842197165	2
22	Windows and Doors: Performance, Diagnosis, Maintenance, Repair and the Avoidance of Defects- New ed.	Harrison H and de Vekey R Walls,	Bracknell: HIS BRE Press	1998	13: 978-1860812354	2
23	Basements and External Works: Performance, Diagnosis, Maintenance, Repair and the Avoidance of Defects, BRE Building Elements series - New ed.	Harrison H and Trotman P Foundations,	Bracknell: HIS BRE Press	2002	13: 978-1860816314	2
24	The Age of Unreason - New ed.	Handy C	Arrow Books Ltd:London	1995	99548313	2
25	Roofs and Roofing: Performance, Diagnosis, Maintenance, Repair and the Avoidance of Defects - 3rd ed. or New ed.	Pye P and Harrison	BRE Building Elements series	2009	13: 978-1848060920	2
26	Floors and Flooring: Performance, Diagnosis, Maintenance, Repair and the Avoidance of Defects - New ed.	Pye P and Harrison H	BRE Building Elements series	2003	13: 978-1860816314	2
27	Elements of Quantity Surveying - 8th ed.or New ed.	Willis C J and Newman D	BSP Professional Books, Oxford,	1988	632022191	2
28	Urban land Economics and Public Policy - 5th ed.	Balchin, Paul N. ; Kieve,Jeffrey L ; Gregory H Bull	Palgrave Macmillan UK		978-1-349-19444-5	2
29	Walls, Windows and Doors: Performance, Diagnosis, Maintenance, Repair and the Avoidance of Defects (BR 352) (Bre Report) - 1st ed.	H.W. Harrison	IHS BRE Press	2010	10: 186081235X /13: 978-1860812354	2
30	FIDIC Conditions of Contract for EPC/Turnkey projects (The Silver Book) - New ed	FIDIC	FIDIC	1999	2-88432-021-0	1
31	FIDIC conditions of contract for plant and design-build : for electrical and echanical plant, and for building and engineering works, designed by the contractor (The Yellow Book) - New ed	FIDIC	FIDIC	1999	2-88432-023-7	1

32	FIDIC Short Form of Contract (The Green Book) - New ed/1st ed.	FIDIC	FIDIC	1999	2-88432-024-5	1
33	FIDIC Conditions of Subcontract for Construction - For Building and Engineering Works Designed by the employer - New ed	FIDIC	FIDIC	2011	2-88432-044-X	1
34	Estate Management Law - 6th ed. or New ed.	Card R, Murdoch J and Murdoch S	Oxford: Oxford University Press	2003	13: 978-0406963758	1
35	Facilities Management: An Explanation - 2nd ed. or New ed.	Park A	Palgrave Macmillan :London/Basing stoke	1998	333737989	2
36	Handbook of Facilities Management - New ed	Worthington J	CIOB: Longman,	1994	5822574253	2
DEPARTMENT OF ARCHITECTURE						
37	Understanding Architecture: its elements history and meaning - 3rd ed.	Leland M. Roth ; Amanda C. Roth Clark	Westview Press	2013	10: 0813349036	2
38	Passive Low Energy Cooling of Buildings - 3rd ed.	Givoni, B.	Wiley	1994	978-0471284734	1
39	Manual of Tropical Housing and Building: Climate Design	Koenigsberger, O.H...[et al.]	Longman Publishing Group	1973	978-8173716973	2
40	Climate considerations in building and urban design - 1st ed.	Givoni, B.	Wiley	1998	978-0471291770	1
41	Passive Solar Architecture: Heating, Cooling, Ventilation, Day lighting and More Using Natural Flows - 1st ed.	Bainbridge D,Haggard, K	Chelsea Green Publishing	2011	978-1603582964	1
42	Textures Of Place: Exploring Humanist Geographies - 1st ed.	Paul Adams	Univ Of Minnesota Press	2001	9780816637577	1
43	Thinking Architecture - 3rd ed.	Peter Zumthor	Birkhäuser Architecture	2010	9783034605854	2
44	The Architecture Reference & Specification Book	Julia Mc Morrough	Rockport Publishers	2013	1592538487	2
45	The Architect's Studio Companion: Rules of Thumb for Preliminary Design	Edward Allen	Wiley	2011	470641916	2
46	HAVC Design Sourcebook Mechanical Engineering)	W. Larsen Angel	McGraw - Hill Education	2011	71753036	2
47	Fundamentals of Building Construction: Materials and Methods - 5th ed.	Edward Allen	John Wiley & Sons	2013	10: 1118138910/13: 978-1118138915	2

48	Architecture: Presence, Language, Place	Christian Norberg-Schulz	Skira	2000	978-8881187003	1
DEPARTMENT OF INFORMATION TECHNOLOGY						
49	Operating Systems, Design and Implementation - 3rd ed.	Andrew S.Tanenbaum Albert S. Woodhull	Pearson	2006	10: 0131429388 /13: 978-131429383	2
50	JavaScript: The Definitive Guide - 5th ed.	David Flanagan	O'Reilly Media	2006	10: 0596101996/ 13:978-0596101992	2
51	Problem Solving with Algorithms and Data Structures Using Python - 2nd ed.	Miller, Bradley, and David Ranum	Franklin, Beedle and Associates	2011	10: 1590282574/ 13: 978-1590282571	2
52	Essentials of Computer Architecture	Comer, Douglas E.	Pearson Education	2007	978-1138626591	2
53	An Introduction to Database Systems -8th ed.	Date CJ, Kannan A. Swamynathan S.,	Pearson	2006	81-775-8556-8	2
54	An Introduction to Object - Oriented Programming - 3rd ed.	Budd Timothy	Pearson	2001	81-7808-22-84	2
55	Object - Oriented programming using C++	Joyce Farrell	Cengage Learning	2008	978-1423902577	2
56	Object - Oriented Analysis and Design with Applications	Booch Grady	Pearson Education McGraw Hill	2007	978-0201895513	2
57	Programming with Java - 4th ed.	Balaguruswamy	Higher Education	2001	978-0070702240	2
58	Introduction to Algorithms - 3rd ed.	Thomas H Cormen., Charles Leiserson, Ronald L. Rivest, and Clifford Stein	MIT Press	2001	13: 978-0262033848/10: 0262033844	2
59	Discrete mathematics & its applications - 4th ed.	Kenneth H. Rosen.	McGraw Hill	2001	13: 9780072899054/ 10: 0072899050	2
60	The Java programming Language - 4th ed.	Arnold Ken, Gosling James, Holmes David	Addison-Wesley Professional	2008	978-0321349804	2
61	Java: how to programmer - 9th ed.	Deitel Paul, Deitel Harvey	Prentice Hall	2012	978-0132575669	2
62	System Analysis & Design - 6th ed.	Alan Dennis, Barbara Haley Wixom, Roberta M. Roth	Wiley	2014	13: 978-1118897843 /10: 1118897846	2
63	System Analysis & Design with UML version 2.0: an object oriented Approach - 2nd ed.	Alan Dennis , Barbara Haley Wixom , David Tegarden	Wiley	2004	13: 978-0471348061/10: 0471348066	2
64	Network Security Essentials	William Stallings	Pearson	2015	978-0134527338	2
65	Discrete Mathematics - 7th ed.	Richard Johnson Baugh	Pearson	2001, 2007	10: 0131593188 /13: 978-0131593183	1

66	Business Mathematics - 11th ed.	Charles D. Miller Stanley, A. Salzman, Gary Clendenen	Pearson	2001, 2008	13: 9780321500120/ 10: 0321500121	2
67	Human Resource Management - 13th ed.	Desller, G	Prentice Hall	2012	13: 978- 0132668217 /10: 0132668211	2
68	Improve Your People Skills	Honey, P	Chartered Institute of Personnel & Development	2001	10: 0852927088/13: 9780852927083	2
69	Strategic Human Resource Management: A Guide to Action - 4th ed.	Armstrong, M.	Kogan Page	2001	13: 978- 0749453756/10: 0749453753	2
70	An Object - Oriented Approach to programming logic and design	Joyce Farrell	Cengage Learning	2012	978-1133188223	2
71	Programming Logic and Design, Comprehensive - 8th ed.	Joyce Farrell	Cengage Learning	2017	978-1337102070	1
72	Mathematics for Information Technology	Alfred Basta; Stephan DeLong, Nadine Basta	Cengage Learning	2013	978-1111127831	2

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 (For and on behalf of the Bidder) 20 () For and on behalf of the Surety

Signed by -----

In the capacity of -----

and by -----

In the capacity of -----

Seal (where applicable)

Signed by -----

In the capacity of -----

and by -----

In the capacity of -----

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