



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.lk

07 / 01 / 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 1000 hrs on 01 / 02 /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.**

(a) **BID BOND / GUARANTEE.** 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.

4. **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.

5. **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.

6. 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 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.

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. 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.

12. **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.

13. **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.

14. **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.

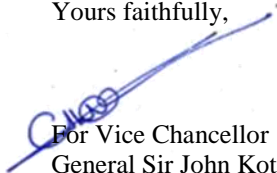
15. **PAYMENT TERMS FOR LOCALLY DELIVERED ITEMS.**

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.

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 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

PURCHASE OF TONERS FOR ANNUAL REQUIREMENT OF LOG SECTION AT KDU

S/ N	ITEMS	DENO	QTY	PRICE EACH SLRS	TOTAL PRICE
	<i>Please see the attachment</i>				
	TOTAL				
	DISCOUNT				
	TOTAL(AFTER DISCOUNT)				
	VAT %				
	GRAND TOTAL				

1. Country of Manufacture :-.....
2. Brand Name :-.....
3. VAT Registration No :-.....
**(VALUE ADDED TAX PERMANENT REGISTRATION CERTIFICATE /VAT EXEMPTION LETTER
ISSUED BY DEPARTMENT OF INLAND REVENUE TO BE ATTACHED)**
4. Warranty Period:-.....
5. Delivery Schedule :-.....
6. Payment Terms :- **Credit**
7. MOD registered No :-.....
8. Name of the Company/Bidder :-
9. Address of the Company/Bidder :-.....
10. E-Mail address of the Company/Bidder :-.....
11. Phone Number of the Company/Bidder :-.....
12. Date :-.....
13. Authorized person Signature of Company/Bidder :-.....
14. Stamp of Company/Bidder :-.....

Company Seal

SPECIFICATION SHEDULE**EXTRA SPECIFICATION: NO**

NO	ITEM DESCRIPTION	DENO	QTY	UNIT PRICE	TOTAL PRICE
1.	CANON G1010 BK GI-790 (BK)	NOS	8		
2.	CANON G1010 C GI-790 (C)	NOS	8		
3.	CANON G1010 M GI-790 (M)	NOS	8		
4.	CANON G1010 Y GI-790 (Y)	NOS	8		
5.	CANON NPG 73	NOS	12		
6.	CANON NPG 84	NOS	6		
7.	CANON PIXMA - PG 88	NOS	4		
8.	CANON-NPG-51 TONER	NOS	10		
9.	CANON-TONER-asta Laser (image CLASS MFb45C X)	NOS	8		
10.	CARTRIDGE - BROTHER TN-660 BLACK E (BROTHER PRINTER-MFC-L2700D)	NOS	6		
11.	CARTRIDGE - BROTHER TONER/ DR-2455	NOS	18		
12.	CARTRIDGE - CANON 326	NOS	28		
13.	CARTRIDGE - EPSON STYLUS 2851 PHOTO 1390	NOS	32		
14.	CARTRIDGE - RICOH AFICIO SP 3510SF	NOS	3		
15.	CARTRIDGE CANON IR 2520 (PHOTOCOPY)	NOS	8		
16.	CARTRIDGE- EPSON - L130 (T6641,T6642,T6643 & T6644) T6645	NOS	12		
17.	CARTRIDGE-BROTHER DCP-T220-BLACK	NOS	10		
18.	CARTRIDGE-BROTHER DCP-T220-CYAN	NOS	10		
19.	CARTRIDGE-BROTHER DCP-T220-MAGENTA	NOS	10		
20.	CARTRIDGE-BROTHER DCP-T220-YELLOW	NOS	10		
21.	COMPUTER RIBBON - EPSON LQ1150/1050/1170	NOS	70		
22.	HP LESARJET 48A	NOS	5		
23.	HP-W1107A-LASER TONERS	NOS	12		
24.	IMAGERUNNER2525	NOS	6		
25.	INK - M43 (SAMSUNG FAX MACHINE)	NOS	6		
26.	INK - RISO EZ371A - RONIO	NOS	1		
27.	INK - RONIO JW 5300E	NOS	20		
28.	INK CARTRIDGE-BROTHER MFC J200 BLACK	NOS	2		
29.	INK CARTRIDGE-BROTHER MFC J200 BLUE-C	NOS	2		
30.	INK CARTRIDGE-BROTHER MFC J200 PINK-M	NOS	2		
31.	INK CARTRIDGE-BROTHER MFC J200 YELLOW	NOS	2		
32.	INK CARTRIDGE-CANON CLI-726BC	NOS	2		
33.	INK CARTRIDGE-CANON CLI-726BK	NOS	2		
34.	INK CARTRIDGE-CANON CLI-726BM	NOS	2		
35.	INK CARTRIDGE-CANON CLI-726BY	NOS	2		
36.	INK CARTRIDGE-CANON PGI-725PGBK	NOS	2		
37.	INK EPSON 3110 L MAGENTA	NOS	2		
38.	INK EPSON 3110 L BLACK	NOS	2		
39.	INK EPSON 3110 L CYAN	NOS	2		
40.	INK EPSON 3110 L YELLOW	NOS	2		

41.	INK EPSON L130 COLOUR - BK664 : BLACK	NOS	3		
42.	INK EPSON L130 COLOUR - C664 : CYAN	NOS	3		
43.	INK EPSON L130 COLOUR - M664 : MAGENTA	NOS	3		
44.	INK EPSON L130 COLOUR- Y664 : YELLOW	NOS	3		
45.	INK EPSON L 130 (4 COLOUR) SET	NOS	14		
46.	INK ID (R-4135-1-2)	NOS	60		
47.	INK PRINTER-(CANON G2010) - BLACK	NOS	4		
48.	INK PRINTER-(CANON G2010) - CYAN	NOS	2		
49.	INK PRINTER-(CANON G2010) - MAGENTA	NOS	2		
50.	INK PRINTER-(CANON G2010) - YELLOW	NOS	2		
51.	KONICA MINOLTA TN-323 TONER	NOS	24		
52.	KYOCERA TK-4109	NOS	4		
53.	LEXMARK-B233000	NOS	4		
54.	LEXMARK-B2442	NOS	16		
55.	MASTER ROLL - RISO EZ371A (RONIO)	NOS	13		
56.	MASTER ROLL - RONIO JW 5300E	NOS	20		
57.	MASTER ROLL ID (R-41GBS-1-2)	NOS	30		
58.	MASTER ROLL ID (R-41GBS-1-2)	NOS	30		
59.	NPG-59-TONER	NOS	13		
60.	SAMSUNG FAX TONER (FAX 101S ML-216X/SLX-340xSF-76x	NOS	4		
61.	SHARP AR 6020	NOS	5		
62.	TONER - BROTHER 2840/24505/SOPP/2012/2924 (FOR FAX MACHINE)	NOS	12		
63.	TONER - BROTHER HL 5450	NOS	1		
64.	TONER - BROTHER TN 2380 BLACK	NOS	8		
65.	TONER - CANON 2520L	NOS	20		
66.	TONER - CANON CARTRIGE - 052(IC-LBP214DW)	NOS	24		
67.	TONER - CANON IMAGE CLASS PRINTER - LBP210-052H	NOS	8		
68.	TONER - CANON IMAGE CLASS PRINTER - LBP210-052H	NOS	8		
69.	TONER - CANON IR 1024	NOS	4		
70.	TONER - CANON IRP 7000 VP STARTER - BLACK	NOS	2		
71.	TONER - CANON IRP 7000 VP STARTER - CYAN	NOS	1		
72.	TONER - CANON IRP 7000 VP STARTER - MAROON	NOS	1		
73.	TONER - CANON IRP 7000 VP STARTER - YELLOW	NOS	1		
74.	TONER - CANON L140 - FX9S - FOR FAX MACHINE	NOS	1		
75.	TONER - CANON LBP 7018C - BLACK	NOS	1		
76.	TONER - CANON LBP 7018C - CYAN	NOS	4		
77.	TONER - CANON LBP 7018C - MAGENTA	NOS	1		
78.	TONER - CANON LBP 7018C - YELLOW	NOS	1		
79.	TONER - CANON NPG 67 - BLACK	NOS	8		
80.	TONER - CANON IR 2006 N	NOS	20		
81.	TONER - CANON IR 2520W	NOS	28		
82.	Toner - CANON MF235	NOS	5		
83.	TONER - EPSON L805	NOS	1		
84.	TONER - HP 107A	NOS	5		
85.	TONER - HP 30A CF 230A	NOS	22		
86.	TONER - HP COLOR LASERJET 202A CF 500A-BLACK	NOS	6		
87.	TONER - HP COLOR LASERJET 202A CF 501A-	NOS	6		

	CYAN			
88.	TONER - HP COLOR LASERJET 202A CF 502A-YELLOW	NOS	6	
89.	TONER - HP COLOR LASERJET 202A CF 503A-MAGENTA	NOS	6	
90.	TONER - HP LASER JET 85A	NOS	16	
91.	TONER - KYOCERA TASKAITA 2200	NOS	1	
92.	TONER - LEXMARK C 950 DE CYAN	NOS	1	
93.	TONER - LEXMARK MS 310 DN	NOS	15	
94.	TONER - LEXMARK MS 312 DN	NOS	25	
95.	TONER - LEXMARK MS 811 DN	NOS	3	
96.	TONER - MP1600/MP1800/DSM,61	NOS	4	
97.	TONER - RICHO MP 2501 L BLACK	NOS	7	
98.	TONER - SAMSUNG 1800-110-011	NOS	6	
99.	TONER - SAMSUNG ML 2160/2161	NOS	21	
100.	TONER - SAMSUNG MLT-D116L- BLACK	NOS	9	
101.	TONER - SHARP AR 6020 NV	NOS	13	
102.	TONER - SHARP MX237 AT	NOS	4	
103.	TONER - TN 116	NOS	5	
104.	TONER - TOSHIBA 4508A / 3008P	NOS	1	
105.	TONER - TOSHIBA E-STUDIO 2006	NOS	4	
106.	TONER - TOSHIBA E-STUDIO 2007	NOS	3	
107.	TONER - TOSHIBA E-STUDIO 2309 A	NOS	62	
108.	TONER - TOSHIBA T 2309 P2K	NOS	8	
109.	TONER - XEROX PHASER 3140/3155/3160	NOS	7	
110.	TONER - XEROX PHASER 3435	NOS	5	
111.	TONER- LEXMARK UNISON TONER B2442,MB2442	NOS	2	
112.	TONER- SHARP- MX- 237AT	NOS	20	
113.	TONER- SHARP- MX- 237AT	NOS	20	
114.	TONER TOSHIBA 2329A	NOS	2	
115.	TONER-CANON CARTRIDGE-056L (IC-MF543x)	NOS	16	
116.	TONER-HP LASER 107A	NOS	30	
117.	Toner-Lex Mark C950DE Megenta	NOS	2	
118.	Toner-Lex Mark C950DE Megenta	NOS	2	
119.	TONER-LEXMARK B244DW	NOS	10	
120.	TONER-LEXMARK B244DW	NOS	10	
121.	Toner-Lexmark C950DE Yellow	NOS	2	
122.	Toner-Lexmark C950DE Yellow	NOS	2	
123.	TONER-SAMSUNG 4521/4725D	NOS	24	
124.	TONER-SHARP BP-AT20BB	NOS	5	
125.	TONER-SHARP BP-AT20CB	NOS	4	
126.	TONER-SHARP BP-AT20MB	NOS	4	
127.	TONER-SHARP BP-AT20YB	NOS	4	
128.	Toner-Toshiba e studio 507 T-5070P	NOS	5	
129.	Toner-Toshiba e studio 507 T-5070P	NOS	5	
130.	Toshiba e-STUDIO307	NOS	6	
131.	Toshiba e-STUDIO307	NOS	6	

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 from 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)

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