Tender No:
Our Ref. KDU/PRO/LIB/4007/2021

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

04 / 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 25 / 01 /20250.Any Bid submitted after the closing time of the tender will be rejected & unopened such bids will be returned to the bidder.

3. **VALIDITYOFBID.** 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, is, 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. **BIDSUBMISSION.** 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 TESTINGCHARGES**.

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. **RESTRICTEDTENDERS**. 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. **PERFORMANCEBOND/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 beforfeited.

13. **SIGNINGOFCONTRACT.** 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. **LIQUIDATEDDAMAGES.** 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

ANNEX "A"

SCHEDULE OF PRICES FOR LOCALLY DELIVERED ITEMS

S/N	ITEMS	DENO	QTY	PRICE EACH SLRS	TOTAL PRICE
	PURCHASE OF LIBRARY BOOKS FOR FACULTY OF GRADUATE STUDIES				
	PLEASE SEE THE ATTACHED LIST				
	TOTAL				
	DISCOUNT				
	TOTAL(AFTER DISCOUNT)				
	VAT 8 %				
	GRAND TOTAL				

1. Country of Manufacture: -……
2. Brand Name :-……..
3. VAT Registration No:-……

(**VALUE ADED 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

SR NO	NAME	AUTHOR	ISBN	DE NO	QTY	PRICE EACH SLRS	TOTAL PRICE
01	How to Prepare a Thesis Proposal	Graduate School	n/a	Nos	3		
02	How to write your thesis	Asoka S Karunananda	978-955-98646-1-5	Nos	3		
03	Introduction to Journal-style writing	Senanayaka Foundation	n/a	Nos	3		
04	Writing Research Articles for Publications, Asian Institute of Technology	Burrows	n/a	Nos	3		
05	1952, search of the National Interest. World politics	L Kirk Grayson	n/a	Nos	3		
06	National Interest and Political Realism Niebuhr's "Debate" with Morgenthau and Kennan. Journal of Politics	C Robert	n/a	Nos	3		
07	Burchill, ScottThe National Interest in international Relations Theory. Palgrave Macmillan: Houndmills, Basingstoke	J Hans	n/a	Nos	1		
08	National interests and foreign policy; A Conceptual framework for analysis and decision – marking "British journal of international Studies	Nuechterlein, E Donald	n/a	Nos	3		
09	Ancient Swords, Daggers and Knives in Sri Lankan Museums	P.H.D.H.De Silva	978-9555780216 / 9555780218	Nos	2		
10	Military History of Ceylon- An Outline	Navrang, Muttukumaru	978-8170130468 / 8170130468	Nos	2		
11	Sinhale and the Patriots, 1815-1818, Reprinted	Peiris, Paul E.	n/a	Nos	1		
12	W.I. (2002), History of Sri Lanka, Colombo	DayawansaJayakody& Co.Siriweera	n/a	Nos	3		
13	Towards a New Era	S. W. R. D.Bandaranaike,	B0007JMFCA	Nos	2		
14	Sri Lanka: Come Wind, Come Weather: A Political History of Sri Lanka since Independence in Narrative Form	K. M.de Silva,	n/a	Nos	3		
15	Assignment Colombo	J. N Dixit	8122006132 / 978-8122006131	Nos	1		
16	Sri Lanka and the Powers: An Investigation into Sri Lanka's Relations with Britain	B. Gajameragedara,	n/a	Nos	3		
17	Sirimavo: Honouring the World's First Woman Prime Minister	T. Jayatilaka,	9550537005 / 978-9550537006	Nos	2		
18	Documents on Sri Lanka's Foreign Policy 1947-1965.	A Jayawardane,	9558051322 / 978-9558051320	Nos	2		
19	My Quest for Peace: A Collection of Speeches on International Affairs	J. R. Jayewardene	B00COMVE9S	Nos	1		
20	In Search of Peace: Selected Speeches of the late Foreign Minister	L Kadirgamar	n/a	Nos	3		
21	Sri Lanka: Politics of Power, Crisis and Peace.	S. I.Keethaponcalan	n/a	Nos	3		
22	Strategic Factors in Interstate Relations in South Asia. Canberra:	S. U.Kodikara	908160348	Nos	3		

23	One Step at a Time: Reflections on the PeaceProcess in Sri Lanka	S.Liyanage	9559098799 / 9789559098799	Nos	3		
24	Foreign Relations of Sri Lanka: From Earliest Times to 1965.	, V. L. B.Mendis	185118001X / 978-1851180011	Nos	2		
25	Sri Lanka Foreign Affairs: 50th Anniversary of Independence.	D.C.R.A. Goonetilleke	n/a	Nos	3		
26	Sri Lanka Foreign Affairs: 1994-1997.	W.M. Karunadasa	n/a	Nos	3		
27	India's Foreign Policy: The Democratic Dimension	S. D. Muni	8175967137 / 978-8175967137	Nos	3		
28	Inside an Elusive Mind: Prabhakaran: The First Profile of the World's Most Ruthless Guerilla Leader.	M. R. Narayan Swamy	8122006574 / 978-8122006575	Nos	2		
29	Communal Politics under the Donoughmore Constitution 1931-1947	J. Russel	B0000CQ9IV	Nos	1		
30	India and Overseas Indians: The Case of Sri Lanka.	P.Sahadevan	8185163618 / 978-8185163611	Nos	3		
31	The Most Loved Leader of our times	Dudley Senanayake	n/a	Nos	3		
32	State Reform in Sri Lanka : Issues, Directions and Perspectives	J.Uyangoda	9550762173 / 978-9550762170	Nos	3		
33	Premadasa of Sri Lanka: A Political Biography	B.Weerakoon	978-0706959833 / 0706959833	Nos	3		

MSc in Security and Strategic Studies (Reference Books)

34	A View from the International Maritime Boundary Line: India – Sri Lanka	Prasad Kariyapperuma	n/a	Nos	3		
35	Indian Ocean Rising: Maritime Security and Policy Challenges	David Michel	n/a	Nos	3		
36	International Relations and Geopolitics	H.S.S Nissanka	8125902341 / 978-8125902348	Nos	2		
37	Constitutional Frameworks and Democratic Consolidation: Parliamentarianism versus Presidentialism	Alfred Stepan	n/a	Nos	3		
38	The Economics of Life and Death	Amartya Sen	n/a	Nos	3		
39	Nationalism, Ethnic Conflict and Rationality: Perspectives on Politics	Ashutosh Varshney	n/a	Nos	3		
40	Us and them: The enduring power of ethnic nationalism	Jerry Z. Muller	n/a	Nos	3		
41	The Rise and Future Demise of the World Capitalist System: Concept for Comparative Analysis	Immanuel Wallerstein	n/a	Nos	3		
42	Who Demonstrates	Pippa Norris	n/a	Nos	3		
43	Was Democracy Just a Moment	Robert D. Kaplan	n/a	Nos	3		

MSc in Security and Strategic Studies (Recommended Book List)

44	History of Ceylon, Volume III: From the Beginning of the Nineteenth Century to 1948	De Silva, K. M	B000XYPA58	Nos	3		
45	The policies of three prime ministers of Ceylon from 1948-1956: With special reference to relations with Great Britain	Melagoda N	955965571X / 978-9559655718	Nos	3		
46	Sri Lanka and the Powers	Gajameragedara B	9789553034588 / 9553034586	Nos	3		

Extra Specification: No

ANNEX "C"

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 ----------	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