Tender No: Our Ref. KDU/PRO/MAINT/36/2022



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

09/ 03/ 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 <u>items listed in the schedule in Annex "A"</u>. The relevant specifications of the items are indicated in Annex "B".

2. <u>CLOSING DATE&TIME</u>. The tender will close at 1000 hrs on 24 / 03 /2022 .Any Bid submitted after the closing time of the tender will be rejected & unopened such bids will be returned to the bidder.

3. <u>VALIDITYOFBID</u>. The bid submitted under this tender <u>must be valid for a period of 120 days from the date of</u> closing of tender.

#### 4. **<u>BID BOND /GUARANTEE.</u>**

(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. <u>Cheques will not be accepted as Bid Guarantee</u>.

(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. <u>VALUE ADDED TAX.</u> 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	<u></u>	The Chairman,
Closing Date & Time :		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 <u>three copies along with duly</u> 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. <u>SUBMISSION OF SAMPLES/PAYMENT OF TESTINGCHARGES</u>.

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) <u>Samples</u>. Please submit .....samples.

(2) <u>Testing Charges</u>. A sum of Rs. .....<u>per offer</u> 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. <u>BID OPENING</u>. All duly received bids <u>will be opened immediately after the scheduled closing time of Bids at the same</u> <u>venue</u>. 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. **<u>DELIVERY</u>**.

Preference will be given for early delivery. In case

of bulk supplies for locally manufactured items, the delivery of <u>total quantity must be completed within 120 days of signing of</u> <u>contract</u>, unless mutually agreed for extended delivery period with General Sir John Kotelawala Defence University. <u>The bidder/s</u> <u>must indicate the proposed delivery schedule in Annex "E"</u>. 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 <u>no extended delivery period will be</u> <u>authorized</u>. 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. **LIOUIDATEDDAMAGES.** 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. **<u>RIGHTS OF THE PROCUREMENT COMMITTEE</u>**. 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,
and the second se
For Vice Chancellor
For wice Chancenor
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 :- .....

#### SCHEDULE OF PRICES FOR LOCALLY DELIVERED ITEMS

### PURCHASE OF MATERIALS FOR RENOVATION WORKS IN SURANIMALA BUILDING AT KDU

SRL NO	ITEMS	DENO	QTY	PRICE EACH SLRS	TOTAL PRICE SLRS
	Please see attached list				
	Note: Delivery Period, Warranty Period & Brand Name should be indicated				
	TOTAL		•	•	
	DISCOUNT				
	TOTAL(AFTER DISCOUNT)				
	VAT %				
	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

# SPECIFICATION SCHEDULE

# Extra Specification: No

SR NO	DESCRIPTION OF ITEMS	DENO	Qty	UNIT PRICE	TOTAL PRICE
01	20mm dia PVC pipe T/1000 (4m length)	Nos	30		
02	25mm dia PVC pipe T/1000 (4m length)	Nos	15		
03	32mm dia PVC pipe T/1000 (4m length)	Nos	15		
04	40mm dia PVC pipe T/1000 (4m length)	Nos	15		
05	50mm dia PVC pipe T/1000 (4m length)	Nos	10		
06	63mm dia PVC pipe T/1000 (4m length)	Nos	10		
07	20mm dia F/Socket brass threaded	Nos	60		
08	20mm dia Elbow brass threaded	Nos	60		
09	20mm dia T socket	Nos	60		
10	20mm dia F elbow brass threaded	Nos	40		
11	20mm dia V socket brass threaded	Nos	60		
12	20mm dia PVC bend	Nos	60		
13	32mm x 20mm PVC Reducing Socket	Nos	45		
14	32mm x 25mm PVC Reducing Socket	Nos	45		
15	25mm x 20mm PVC Reducing Socket	Nos	45		
16	25mm dia PVC bend	Nos	60		
17	32mm dia PVC bend	Nos	60		
18	40mm dia PVC bend	Nos	50		
19	50mm dia PVC bend	Nos	50		
20	40mm dia PVC T/socket	Nos	50		
21	40mm dia PVC F/socket	Nos	60		
22	40mm dia PVC socket	Nos	75		
23	40mm x 32mm PVC Reducing Socket	Nos	40		
24	40mm x 25mm PVC Reducing Socket	Nos	40		
25	50mm dia PVC Elbow	Nos	75		
26	50mm dia T/socket	Nos	50		
27	50mm x 20mm PVC Reducing Socket	Nos	30		
28	50mm x 25mm PVC Reducing Socket	Nos	30		
29	50mm x 20mm PVC Reducing T/Socket	Nos	30		
30	20mm dia F/T socket brass threaded	Nos	60		
31	wash basin nail set (Brass)	Nos	50		
32	Commod nail set (Brass)	Nos	50		
33	1/2" dia Chromium Plated conseal valve (with seal cup)	Nos	40		

34	20mm chromium plated piller tap - full turn	Nos	50	
35	1/2" dia Chromium Plated angle valve (with seal cup) - watertec	Nos	50	
36	20mm dia Chromium Plated bib tap (with seal cup) - watertec - full turn	Nos	50	
37	1/2" Chromium Plated bidet spray with fixing screws (Rocell or equvialent)	Nos	50	
38	20mm flush Valve	Nos	50	
39	20mm ball cock valve	Nos	50	
40	32mm Float valve	Nos	20	
41	No:10 Rawl plug	Nos	100	
42	No:08 Rawl plug	Nos	100	
43	Commod seat cover	Nos	30	
44	Syphon set push type	Nos	25	
45	Syphon set side handle	Nos	25	
46	Flexible horse 18"	Nos	25	
47	Flexible horse 24"	Nos	25	
48	1" thread seal tape roll (10m roll)	Nos	200	
49	Silicon gum (300g tube)	Nos	12	
50	Solvent cement 500g tin	Nos	25	
51	1" Barrel nipple	Nos	30	
52	1 1/2" Barrel nipple	Nos	30	
53	2" Barrel nipple	Nos	30	
54	1/2" End cap	Nos	50	
55	3/4" End cap	Nos	50	
56	1" End cap	Nos	50	
57	1 1/4" End cap	Nos	50	
58	1 1/2" End cap	Nos	50	
59	2 " End cap	Nos	50	
60	1 1/4" magic horse	Nos	30	
61	1 1/2" magic horse	Nos	30	
62	4" magic bend	Nos	30	
63	1/2" Angle valve chromium plated	Nos	50	
64	1 1/2" Angle valve chromium plated	Nos	50	
65	1 1/2" Cleaning Elbow	Nos	25	
66	1 1/4" Cleaning Elbow	Nos	25	
67	Head shower	Nos	25	

#### SPECIMEN FORM OF BID SECURITY

## Now the Conditions of this Bond are:

(a) That it shall remain in full force and effect until the earliestof

 $\mathfrak{A}$  (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 inwriting.

 $\mathfrak{T}$  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 statingthat.

 $\mathfrak{T}$  The Bidder has withdrawn his Tender during the validity of this Bond, or

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 thisBond.

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	y 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 OFTHEBIDDER :..... SIGNATUREOFBIDDER :..... DATE :....