

Tender No:  
Our Ref. KDU/PRO/LIB/04/2022



General Sir John Kotelawala Defence University,  
Kandawala Estate, Ratmalana, Sri Lanka.  
Exchange: 2632028 ,2622995  
OCLS:2622504, Procurement Officer:2623599  
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21 / 04 / 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 10 / 05 /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**.

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. **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. **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 be forfeited.

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

Our Ref. KDU/PRO/LIB/04/2022

**SCHEDULE OF PRICES FOR LOCALLY DELIVERED ITEMS****PURCHASE OF LIBRARY E-BOOKS 2022-FBESS**

SRL NO	ITEMS	DENO	QTY	PRICE EACH SLRS	TOTAL PRICE SLRS
	PLEASE SEE ATTACHED BOOK LIST				
	<b>Note:</b> • <b>Delivery Period, Warranty Period &amp; Brand Name should be indicated</b>				
	TOTAL				
	DISCOUNT				
	TOTAL(AFTER DISCOUNT)				
	VAT %				
	<b>GRAND TOTAL</b>				

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 SCHEDULE**

**Extra Specification: No**

**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 or 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 :.....

<b>DURATION</b>	<b>QTY</b>
EX STOCK QTY (WITHIN 01 WEEK)	
01MONTH	
02 MONTHS	
03 MONTHS	
04 MONTHS	
<b>TOTAL</b>	

NAME OFTHEBIDDER :.....

SIGNATUREOFBIDDER :.....

DATE :.....

COMPANYSEAL :

**PURCHASE OF E-BOOKS FOR FBESS - KDU - 2022  
SOUTHERN CAMPUS**

S/N	Textbook title	Edition	Author	eBook ISBN	Publisher	Year	No.of copies
1	Mechanical and Electrical Systems in Architecture, Engineering and Construction	5th ed.	Frank Dagostino, Joseph Wujek	9780133002904	Pearson	2010	1
2	Contract Law	12th ed.	Catherine Elliott	9781292251431	Pearson	2017	1
3	Salvadori's Structure in Architecture: The Building of Buildings	4th ed.	Salvadori, Mario	9780134089362	Pearson	2017	1
4	Structural Analysis in SI Units	10th ed.	Russell C. Hibbeler	9780134840857	Pearson	2017	1
5	Introduction to Java Programming and Data Structures, Comprehensive Version	11th ed.	Y. Daniel Liang	9780134700144	Pearson	2018	1
6	Structure and Architecture	3rd ed.	Mc Donald, A.J.	9781351809870	Routledge	2018	1
7	Structures for Architects	3rd ed.	Gauld, B.J.P	9781317892120	Routledge	1995	1
8	Sustainable Architectural Design: An Overview	1st ed.	Kuppaswamy Iyengar	9781317636274	Routledge	2015	1
9	A Green Vitruvius: Principles and Practice of Sustainable Architectural Design		Brophy, V. & Lewis, J Owen-	9781136528712	Routledge	2018	1
10	Ecohouse		Roaf, Sue, Fuentes M & Rees, S Thomas-	9781317535614	Routledge	2013	1
11	Architectural Science and the Sun: The poetics and pragmatics of solar design	1st ed.	Fajkus M	9781317481669	Routledge	2018	1
12	Architecture and Systems Ecology: Thermodynamic Principles of Environmental Building Design, in three parts	1st ed.	Braham, William W.	9781317540779	Routledge	2018	1
13	Beyond Environmental Comfort	1st ed.	Ong , Boon Lay	9781136309212	Routledge	2013	1
14	Building Design, Construction and Performance in Tropical Climates	1st ed.	Riley M, Cotgrave A	9781315470511	Routledge	2018	1
15	Designing Zero Carbon Buildings Using Dynamic Simulation Methods	2nd ed.	Jankovic, L	9781317218340	Routledge	2017	1
16	Introduction to Architectural Science: The Basis of Sustainable Design		Steven V. Szokolay	9781317918585	Routledge	2014	1
17	Adapting Buildings and Cities for Climate Change: A 21st Century Survival Guide		Sue Roaf, Susan Roaf, David Crichton, Fergus Nicol	9781136444555	Routledge	2009	1
18	Precedents in Architecture: Analytic Diagrams, Formative Ideas, and Partis	4th ed.	Roger H. Clark , Michael Pause	9781118170823	John Wiley & Sons	2012	1
19	The Eyes of the Skin: Architecture and the Senses	3rd ed.	Juhani Pallasmaa	9781119943495	John Wiley & Sons	2012	1
20	A Global History of Architecture	3rd ed.	Ching, F.D.K., Jarzombek, M., Prakash, V.,	9781118981603	John Wiley & Sons	2010	1
21	Heating, Cooling, Lighting: Sustainable Design Methods for Architects	4th ed.	Norbert Lechner	9781118821725	John Wiley & Sons	2014	1
22	Architectural Acoustics Illustrated	2nd ed.	Michael Ermann	9781118986899	John Wiley & Sons	2015	1
23	Biophilic Design: The Theory, Science and Practice of Bringing Buildings to Life	1st ed.	Kellert, Stephen R. udith Heerwagen; Martin Mador	9781118151372	John Wiley & Sons	2013	1

24	Fundamentals of Building Construction: Materials and Methods,	6th ed.	Edward Allen, Joseph Iano	9781118419199	John Wiley & Sons	2013	1
25	The Architect's Guide to Small Firm Management: Making Chaos Work for Your Small Firm	1st ed.	Rena M. Klein	9780470950487	John Wiley & Sons	2010	1
26	Geographic Information Systems: An Introduction	3rd ed.	Tor Bernhardsen	978-0471419686	John Wiley & Sons	2002	1
27	Geographic Information Analysis	2nd ed.	O'Sullivan, D., Unwin, D.J.	9781119023876	John Wiley & Sons	2010	1
28	Elementary Differential Equations & Boundary Value Problems	11th ed.	William E. Boyc	9781119381648	John Wiley & Sons	2017	1
29	The Green Studio Handbook: Environmental Strategies for Schematic Design	3rd ed.	Alison G Kwok, Walter Grondzik	9781317228639	Taylor & Francis	2018	1
30	Proportion: Science, Philosophy, Architecture	1st ed.	Richard Padovan	9781135811105	Taylor & Francis	1999	1
31	BIOS Instant Notes in Ecology	2nd ed.	MacKenzie, A Ball, A. Virdee, S	9780429524325	Taylor & Francis	2001	1
32	Inclusive Design: Design for the Whole Population		P.John Clarkson, Roger Coleman, Simeon Keates, Cherie Lebbon	9781447100010	Springer	2003	1
33	Transducers and Arrays for Underwater Sound (The Underwater Acoustics Series)	1st ed.	Charles H. Sherman	9780387331393	Springer	2007	1
34	Fundamentals of Sustainable Urban Renewal in Small and Mid-Sized Towns	1st ed.	Avi Friedman	9783319744643	Springer	2018	1
35	Architecture - Comfort and Energy		M. Sala, C. Gallo, A. A. M. Sayigh	9780080560601	Pergamon	1999	1
36	Fire Protection Engineering in Building Design	1st ed.	Lataille, Jane	9780750674973	Elsevier	2002	1
37	Project Management Absolute Beginner's Guide	4th ed.	Greg Horine	9780134653983	Que Publishing	2017	1