



21 / 09 / 2023

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 05 / 10 /2023. 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 minimum period of 49 days from the date of closing of tender.

4. (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 79 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 bottom of the Annex "A" 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. VALIDITY PERIOD OF THE PERFORMANCE GUARANTEE/SECURITY SHOULD BE COVERED WARRANTY PERIOD + 28 DAYS.** 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.

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 60 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 "D"**. 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 45 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,


OC Repair & Service
For Vice Chancellor

General Sir John Kotelawala Defence University

SCHEDULE OF PRICES FOR LOCALLY DELIVERED ITEMSSERVICE AGREEMENT FOR CHILLER PLANT CENTRAL AIR CONDITIONER SYSTEM AT FOM

DEMAND FORM
PROCUREMENT OF GOOD,WORKS & SERVICES
GENERAL SIR JOHN KOTELAWALA DEFENCE UNIVERSITY

DEPARTMENT:MAINTENANCE SECTION		DEMAND NO:KDU/MAINT/WORKS/BOM/2023/55(10)						
SR NO	DESCRIPTION OF ITEMS	PART NO.	DENO	QTY			APPROXY COST	
				ROUTING STOCK QTY	JOB REQUEST QTY	PURCHASE QTY	UNIT PRICE	TOTAL AMOUNT
	<p><u>Note</u> <u>a) The contractor shall visit the site prior to pricing this BOO</u></p> <p>The tenderers are advised to visit/inspect the site such as lay out of the Existing Central air conditioner system its operation & equipment used. all the Services could be done under the supervision at Project officer/ maintenance officer as a respective authorized person appointed by them. All necessary information could be obtained from Project officer/Maintenance officer at kdu. The cost of such site visit shall be borne by the</p> <p>The Selection of equipment & chemical using for the servicers should be indicate demand the bidding process. After each services completed by the bidder shall submit a completion respect/ completion date sheet as soon as possible to the Project officer/ maintenance officer rate shall include for all the necessary equipment of machinery and labour cost using for the services & any of these mentioned above won't be provided by the KDU.</p> <p>Rate shall include for : Rate shall include for all cutting, hosting, fixing, transport chargers and wastages etc.</p> <p>Mandatory requirements a) The Bidder shall submit the following details along with the Bid. · Technical details. · Types of material/ product. · Warranty period & warranty condition. · Hand over the fast service history and company details. · Any other remarks.</p>							

d by relevent Department / End User

pm

To be filled

b) Bidder shall have been registered as a business entity in Sri Lanka for at least 5 years. Bidder to submit customer reference list where similar works have been done during last 03 years in Sri Lanka with contact numbers to clarify performance.

S/N	ITEMS	DENO	QTY	PRICE EACH SLRS	TOTAL PRICE
	Service Agreement for Chiller Plant Central Air Conditioner System at FOM				
	<p>FCU and cassette type air condition unit high pressure service, 126 units</p> <p>AHU Filter, coil and blower high pressure service, 4 units</p> <p> Servicing of Indoor Units</p> <p> Servicing of Indoor Strainers</p> <p> Servicing of Outdoor Units</p> <p> Servicing of Outdoor Strainers</p> <p> Servicing of 3Nos of chiller plants</p> <p> Servicing of cleaning and cooling towers</p> <p> Chemical Treatment for chill water time & tower water line</p> <p>02 Nos Services should be done per a contract 1 year</p>				
	<p>Note:- The contractor shall visit the site prior to pricing this BOQ</p>				
<i>As per the attached Specifications – Annex “B”</i>					
	TOTAL				
	DISCOUNT				
	TOTAL(AFTER DISCOUNT)				
	10% CONTINGENCIES				
	TOTAL(AFTER CONTINGENCIES)				
	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 :-.....

NOTE

1. You may contact Officer Commanding R & S (071 0219449), e-mail ocrepair@kdu.ac.lk for any clarification.
2. **NOTE : UNIT PRICE AND TOTAL PRICE ARE TO BE INDICATED CLEARLY IN THE TENDER, IF NOT QUOTATION WILL BE REJECTED.**

I/We agree to abide by the condition No 01-17 of bidding invitation 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



SPECIFICATION SCHEDULE

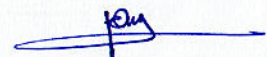
EXTRA SPECIFICATION: YES

Annexure-01

Floor No	Room No	Unit	Description	Qty
Ground Floor	Prayer room	Unit 02	Charges for the motorized valve replace	1
	Lobby		Charges for the PCB replace	1
	Lobby		Charges for the PCB replace	1
2nd floor M-1	2F/LT 05	YCKW18BB-OWL(Unit 03)	Charges for the drain pump replacement	1
	2F/LT 04	YCKW18BB-OWL(Unit 04)	Charges for the insulation of pipeline 1'x1'x6'(Armflex tube)	4
	2F/TR 02	YCKW18BB-OWL	Charges for the sensor replacement	1
	FDSS		Charges for the motorized valve replacement	1
	2F/ LT-03	Unit 02	Charges for the motorized valve replacement	1
	2F/LT -03	Unit 03	Charges for the motorized valve power supply replacement	1
	2F/LT -03	Unit 04	Charges for the motorized valve replacement	1
3rd Floor	TF/LT-01	FCU	Charges for the supplying of filter	1
		AHU	Charges for the supplying of AHU belts(A36)	2
4th Floor		1 st Class room	Charges for the thermostat control switch replacement	1
		2 nd Class room	Charges for the thermostat control switch replacement	1
		2 nd Class room	Charges for the thermostat control switch replacement	1
		AHU	Charges for the supplying of AHU belts(A36)	2
5th Floor	Staff Development center	FCU	Charges for the supplying of filter	1
	Board room		Charges for the thermostat control switch replacement	4
	Chiller	No-01	Charges for the power board repair	1
			Charges for the gas charging - 01 Cylinder	1

	Chiller	No-02	Charges for the supplying & installation of Chilled water sensors and motor protector Chiller No 1	1
			Charges for the gas charging	1
	Cooling Tower		Charges for the pipe header repair	1
			charges for the marine paint(5Liters)	1
	Cooling Tower	No-03	Charges for the cooling tower base repair No-01	1
			Charges for the ball valve replacement	1
	Supply only - installation upon customer request		Motorized valve	5
			Drain pump	5
			Universal cassette-type, PCB	5
Total Price without VAT				

S/N	Equipment	Capacity	Type	Qty	Model Number
01	FCU	12,000BTU	4 Way cassette	04	YCKW12BBW-OWL
02	FCU	18,000BTU	4 Way cassette	05	YCKW18BBW-OWL
03	AHU	123.4KW		01	YSM 40X70
04	FCU	12,000BTU	4 Way cassette	07	YCKW12BBW-OWL
05	FCU	54,000BTU	Ceiling concealed ducted type	04	YCCW54BBW-OWL
06	FCU	60,000BTU	Ceiling concealed ducted type	02	YCCW60BBW-OWL
07	FCU	42,000BTU	Ceiling concealed ducted type	02	YCKW42BBW-OWL
08	FCU	10.56KW	Ceiling concealed ducted type	02	YGFC12CC2XFXALEG
09	FCU	24,000BTU	4 Way cassette	08	YCKW24BBW-OWL
10	FCU	12,000BTU	4 Way cassette	04	YCKW12BBW-OWL
11	FCU	18,000BTU	4 Way cassette	22	YCKW18BBW-OWL
12	FCU	42,000BTU	4 Way cassette	02	YCKW42BBW-OWL
13	FCU	18,000BTU	4 Way cassette	03	YCKW18BBW-OWL
14	FCU	12,000BTU	4 Way cassette	10	YCKW12BBW-OWL
15	FCU	54,000BTU	Ceiling concealed ducted type	06	YCCW54BBW-OWL
16	FCU	12.08KW	Ceiling concealed ducted type	03	YGFC14CC2SFXALEG
17	AHU	67.56KW		01	YSM 30X60
18	FCU	18,000BTU	4 Way cassette	03	YCKW18BBW-OWL
19	FCU	12,000BTU	4 Way cassette	10	YCKW12BBW-OWL
20	FCU	54,000BTU	Ceiling concealed ducted type	06	YCCW54BBW-OWL
21	AHU	67.56KW		01	YSM 30X60
22	FCU	10.56KW	Ceiling concealed ducted type	02	YGFC12CC2XFXALEG
23	FCU	54,000BTU	Ceiling concealed ducted type	06	YCCW54BBW-OWL
24	FCU	18,000BTU	4 Way cassette	09	YCKW18BBW-OWL
25	FCU	24,000BTU	4 Way cassette	03	YCKW24BBW-OWL
26	FCU	9,000BTU	4 Way cassette	02	YCKW9BBW-OWL
27	FCU	30,000BTU	4 Way cassette	01	YCKW30BBW-OWL
28	Chiller	130Ton	YEWS130HA53E	03	YEWS130HA53E
29	Ch.W.Pump	10HP	ABB ,M2BA132M-4	04	M2BA132M-4
30	C.W.Pump	7.5HP	ABB ,M2BA132S-4	04	M2BA132S-4
31	Cooling Tower	125TON	King sun	03	KINGSUN 125TON



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() 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

