

Tender No:

KDU/PRO/LIB/73/2023



General Sir John Kotelawala Defence University,
Kandawala Estate, Ratmalana,
Sri Lanka.
T: Phone: 2632028 , 2622995
Fax : 2622504, 2623599
Web: www.kdu.lk

31/08/2023

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 **item/s listed in the schedule in Annex “A”**. **The relevant specifications of the item/s are indicated in Annex “B”**.

2. **CLOSING DATE & TIME.** The tender will close at 1000 hrs. on **21/09/2023**. 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 63 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, ie, for 93 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 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.

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 amount 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. 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 "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.

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.

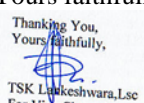
15. **PAYMENT TERMS FOR LOCALLY DELIVERED ITEMS.**

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 30-45 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.

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,



TSK Lankeshwara Lsc
Procurement Officer

TSK Lankeshwara Lsc
Lieutenant Commander (S)
For Vice Chancellor
General Sir John Kotelawala Defence University

SCHEDULE OF PRICES FOR LOCALLY DELIVERED ITEMS

S/N	ITEMS	DENO	QTY	PRICE EACH SLRS	TOTAL PRICE SLRS
01	<p><u>PURCHASE OF E- BOOKS KDU LIBRARY NET WORK-2023 TITLES FROM CAMBRIDGE UNIVERSITY PRESS</u></p> <p>01. Access : Static IP authentication based access. Beside remote access through institutional VPN shibboleth, Open Athens and EZ- proxy too need to be provided.</p> <p>m. One time purchase</p> <p>n. Perpetual access: Perpetual access needed to the bought e- books.</p> <p>o- No Maintenance or Access Free</p> <p>p- Unlimited, downloads and printing. The entire content need to available in PDF format & can be downloaded/printed/saved.</p> <p>q- Unlimited, concurrent user access</p> <p>r- Open URL with links and DOIs</p> <p>s- COUNTER- compliant usage data</p> <p>t- Access is through original online platform.</p> <p>u-21*7 Access</p> <p>v. Supplier should have authorization letter issued by the Cambridge University Press</p>	No's			
	<i>As per the attached book list</i>				
	<i>Specification attached</i>				
	TOTAL				
	DISCOUNT				
	TOTAL(AFTER DISCOUNT)				
	VAT %				
	GRAND TOTAL				

(A) OTHER DETAILS

- (i) DELIVERY PERIOD -
- (ii) MAKE & MODEL -
- (iii) VALIDITY PERIOD -
- (iv) WARRANTY PERIOD -
- (v) PAYMENT TERMS - CREDIT
- (vi) COUNTRY OF ORIGIN -
- (vii) DISCOUNT IF ANY -
- (viii) ANY OTHER TAXES -

(B) VAT DETAILS - VALUE ADDED TAX PERMANENT REGISTRATION CERTIFICATE / VAT EXEMPTION LETTER ISSUED BY DEPARTMENT OF INLAND REVENUE TO BE ATTACHED

(C) PLACE OF DELIVERY - ITEMS TO BE DELIVERED TO THE "GENERAL SIR JOHN KOTELAWALA DEFENCE UNIVERSITY, KANDAWALA STATE, RATMALANA ALONG WITH THE COPY OF ORDER AND RELEVANT INVOICE.

(D) Any queries / information with regard to this procurement / tender could be obtained from Officer Commanding Logistics Services office at General Sir John Kotelawala Defence University through e-mail ocls@kdu.ac.lk and by telephone number 0112622504 during working hours.

NOTE: UNIT PRICE AND TOTAL PRICE ARE TO BE INDICATED CLEARLY IN THE TENDER, IF NOT QUOTATION WILL BE REJECTED.

SUPPLIER NAME -
ADDRESS -
CONTACT NUMBER -
E MAIL ADDRESS -

Company Seal

(E) Bid Reference: KDU/PRO/LIB/73/2023

.....

DATE

I/We agree to abide by the condition of No 01-16 bidding document 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

Purchase of e-books to KDU Library Network - 2023

Titles from Cambridge University Press

S/no	Ref. No	eISBN	Author	Title	Edition	Year	Unite Price	Total Price
1	225	9780511596803	Suetens	Fundamentals of Medical Imaging	2nd Ed.	2009		
2	381	9780511544453	Everitt	Medical Statistics from A to Z	2nd Ed.	2006		
3	431	9780511763229	Coakley	Pearls and Pitfalls in Abdominal Imaging		2011		
4	577	9780511978968	Kamel/Merkle	Body MR Imaging at 3 Tesla		2011		
5	578	9780511545337	Ahuja et al	Case Studies in Medical Imaging		2006		
6	579	9780511666483	Henwood	Clinical CT		1999		
7	580	9781139193481	Gillard/Waldman/Barker	Clinical MR Neuroimaging	2nd Ed.	2009		
8	582	9780511750885	Hoskins/Martin/Thrush	Diagnostic Ultrasound	2nd Ed.	2010		
9	583	9780511596889	Michel et al	Electrical Neuroimaging		2009		
10	592	9781107706958	McRobbie et al	MRI from Picture to Proton	3rd Ed.	2017		
11	593	9781139152228	Zimmerman/Fishman	Pearls and Pitfalls in Cardiovascular Imaging		2015		
12	596	9781139013192	Grand/Woodfield/Mayo-Smith	Practical Body MRI		2012		
13	606	9781139030854	Rumboldt et al	Brain Imaging with MRI and CT		2013		
14	612	9780511770647	Barker et al	Clinical MR Spectroscopy		2010		
15	614	9781139004053	Barker/Golay/Zaharcuk	Clinical Perfusion MRI		2013		
16	619	9780511549854	Buxton	Introduction to Functional Magnetic Resonance Imaging		2002		
17	623	9781139649506	Calabresi/Balcer/Frohman	Optical Coherence Tomography in Neurologic Diseases		2015		
18	22	9780511691805	Lavoy	Asymmetric Warfare in South Asia		2010		
19	53	9781474409490	Beck/Bishop	Cold War Legacies		2017		
20	60	9780511894527	Harrison Dinniss	Cyber Warfare and the Laws of War		2012		
21	64	9781108668873	Coyne	Defense, Peace, and War Economics		2020		
22	66	9781316493694	Kaspersen/Strandsbjerg	Does War Make States?		2017		

23	159	9781316227305	Sechser/Fuhrmann	Nuclear Weapons and Coercive Diplomacy		2017		
24	162	9781108675796	Andersson/Dahlgren	On Nuclear Weapons: Denuclearization, Demilitarization and Disarmament		2019		
25	202	9781108120173	O'Connell/Tams/Tladi	Self-Defence against Non-State Actors		2019		
26	203	9781108774314	Holland	Selling War and Peace		2020		
27	241	9781108914970	Winter/Prost	The Great War in History	2nd Ed.	2020		
28	57	9789814881142	Arase	Free and Open Indo-Pacific Strategy Outlook		2020		
29	84	9780748680887	Evans	Just War Theory		2020		
30	105	9781108696968	Joppke	Neoliberal Nationalism		2020		
31	163	9781108855389	Ye	The Belt Road and Beyond		2020		
32	167	9781474428866	Dylan/Gioe/Goodman	The CIA and the Pursuit of Security		2020		
33	171	9789814843515	Varghese	The Indo-Pacific and Its Strategic Challenges		2020		
34	291	9781108568852	Lewis	Ideas of Power		2019		
35	411	9781316871997	Sharma	A Political Economy of the United States, China, and India		2018		
36	464	9781108596381	Bieler/Morton	Global Capitalism, Global War, Global Crisis		2018		
37	530	9781474423823	Warren/Grenfell	Rethinking Humanitarian Intervention in the 21st Century		2018		
38	554	9781108242226	Henderson	The Cambridge Handbook of Classical Liberal Thought		2018		
39	1023	9781316162903	Sending/Pouliot/Neumann	Diplomacy and the Making of World Politics		2015		
40	2	9780511977930	Butler/Mitchell/Healy	Applied Radiological Anatomy	2nd Ed.	2012		
41	3	9780511800160	Olson/Pawlina	A.D.A.M. Student Atlas of Anatomy	2nd Ed.	2008		
42	5	9780511543524	Monkhouse	Cranial Nerves		2005		
43	9	9781108687805	Bowness/Taylor	Anatomy for the FRCA		2019		
44	16	9781108565011	Chambers/Huang/Matthews	Basic Physiology for Anaesthetists	2nd Ed.	2019		
45	25	9780511730092	Gallagher/Lewis/Schwengel	Core Clinical Competencies in Anesthesiology		2010		

46	79	9781107326200	Cross/Plunkett	Physics, Pharmacology and Physiology for Anaesthetists	2nd Ed.	2014		
47	203	9780511584268	Kanani/Elliott	Applied Surgical Physiology Vivas		2004		
48	754	9781316134665	Banerjee	Clinical Physiology		2005		
49	1165	9780511570230	Hanson/Spencer/Rodeck	Fetus and Neonate: Physiology and Clinical Applications		1995		
50	1173	9780511759086	Jeyendran	Interpretation of Semen Analysis Results		2000		
51	53	9780511984679	Barber/Cemgil/Chappa	Bayesian Time Series Models		2011		
52	87	9780511804151	Barger	Computer Ethics		2008		
53	142	9781108755528	Blum/Hopcroft/Kannan	Foundations of Data Science		2020		
54	149	9780511807176	Wiener/Pinson	Fundamentals of OOP and Data Structures in Java		2000		
55	197	9781139342124	Gelfond/Kahl	Knowledge Representation, Reasoning, and the Design of Intelligent Agents		2014		
56	218	9781139924801	Leskovec/Rajaraman/Ullman	Mining of Massive Datasets	2nd Ed.	2014		
57	287	9781108591942	Lacey	Python by Example		2019		
58	311	9781108639286	Liu	Sentiment Analysis	2nd Ed.	2020		
59	330	9781139565868	Agarwal/Chen	Statistical Methods for Recommender Systems		2016		
60	365	9781139194129	Szeredi et al	The Semantic Web Explained		2014		
61	370	9780511546914	Feldman/Sanger	The Text Mining Handbook		2006		
62	403	9780511998225	Abiteboul et al	Web Data Management		2012		
63	19	9780511800191	Brass	Advanced Data Structures		2008		
64	406	9781316017876	Manolakis/Lockwood/Cool ey	Hyperspectral Imaging Remote Sensing		2016		
65	560	9781108566285	Joshi/Upla	Multi-resolution Image Fusion in Remote Sensing		2018		
66	726	9781316570364	Gillette/Walt	The UN Convention on Contracts for the International Sale of Goods	2nd Ed.	2016		
67	946	9781108610070	Bales/Garden	The Cambridge Handbook of U.S. Labor Law for the Twenty-First Century		2019		

68	1273	978113909568 6	Lang et al	The Impact of the OECD and UN Model Conventions on Bilateral Tax Treaties		2012		
69	2410	978110836780 6	Cane/Goudkamp	Atiyah's Accidents, Compensation and the Law	9th Ed.	2018		

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 -----

--

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 :