

Bhiksu University of Sri Lanka (BUSL)
Procurement Document
Under Shopping Procedures

for
Procurement of
Supply, Installation, and Commissioning of 41 Desktop
Computers with Licensed Software for BUSL

Procurement No: BUSL/F/15/25/12

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Section I. Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

	General
1. Scope of Bid	<p>1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.</p> <p>1.2 Throughout these Bidding Documents</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; and (c) “ day ” means calendar day.
2. Source of Funds	<p>2.1 Payments under this contract will be financed by the source specified in the BDS.</p>
3. Ethics, Fraud and Corruption	<p>3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:</p> <ul style="list-style-type: none"> (a) Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process; (b) Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official. <p>3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy</p> <ul style="list-style-type: none"> (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

	<p>(c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and</p> <p>(d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.</p> <p>3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.</p>
4. Eligible Bidders	<p>4.1 All bidders shall possess legal rights to supply the Goods under this contract.</p> <p>4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:</p> <p>(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or</p> <p>(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.</p> <p>4.3 A Bidder that is under a declaration of ineligibility by the National Procurement (NPA), (Presently National Procurement Commission of Department of Public Finance) at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of www.treasury.gov.lk</p> <p>4.4 Foreign Bidder may submit a bid only if so stated in the BDS.</p>
5. Eligible Goods and Related Services	<p>5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other</p>

	internationally accepted standards.
	Contents of Bidding Documents
6. Sections of Bidding Documents	<p>6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.</p> <p>Volume 1</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section VI. Conditions of Contract (CC) • Section VIII. Contract Forms <p>Volume 2</p> <ul style="list-style-type: none"> • Section II. Bidding Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms • Section V. Schedule of Requirements • Section VII. Contract Data • Invitation for Bid <p>6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.</p>
7. Clarification of Bidding Documents	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.</p>
8. Amendment of Bidding Documents	<p>8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.</p> <p>8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser</p>

	may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2
	Preparation of Bids
9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.
11. Documents Comprising the Bid	11.1 The Bid shall comprise the following: <ul style="list-style-type: none"> (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15; (b) Bidder's details (c) Recurrent Cost Details (d) Bid Security, in accordance with ITB Clause 20; (e) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents; (f) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and (g) any other document required in the BDS.
12. Bid Submission Form and Price Schedules	12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1 Alternative bids shall not be considered.
14. Bid Prices and Discounts	<p>14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.</p> <p>14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, if a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.</p> <p>14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.</p> <p>14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable</p>

	<p>by the Supplier:</p> <ul style="list-style-type: none"> (a) on components and raw material used in the manufacture or assembly of goods quoted; or (b) on the previously imported goods of foreign origin. (ii) However, VAT shall not be included in the price but shall be indicated separately; (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination; (iv) the price of other incidental services <p>14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31</p> <p>14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.</p>
15. Currencies of Bid	<p>15.1 The Bidder shall quote in Sri Lankan Rupees or Foreign Currencies and payment shall be payable only in Sri Lankan Rupees.</p>
16. Documents Establishing the Eligibility of the Bidder	<p>16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.</p>
17. Documents Establishing the Conformity of the Goods and Related Services	<p>17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.</p> <p>17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.</p> <p>17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the</p>

	Purchaser.
18. Documents Establishing the Qualifications of the Bidder	<p>18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods; (b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
19. Period of Validity of Bids	<p>19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.</p> <p>19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.</p>
20. Bid Security	<p>20.1 The Bidder shall furnish as part of its bid, a Bid Security, as specified in the BDS.</p> <p>20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lankan Rupees, and shall:</p> <ul style="list-style-type: none"> (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution; (b) be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the NPC (Department of Public Finance) website, www.treasury.gov.lk In relation to the foreign bank the contractor should advise through Central Bank of Sri Lanka approved Commercial Bank operating in Sri

	<p>Lanka.</p> <ul style="list-style-type: none"> (c) be substantially in accordance with the form included in Section IV, Bidding Forms; (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked; (e) be submitted in its original form; copies will not be accepted; (f) remain valid for the period specified in the BDS. <p>20.3 Any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.</p> <p>20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.</p> <p>20.5 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3 (c) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB Clause 42; (ii) furnish a Performance Security in accordance with ITB Clause 43.
21. Format and Signing of Bid	<p>21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.</p> <p>21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.</p> <p>21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
	Submission and Opening of Bids
22. Submission, Sealing and Marking of Bids	<p>22.1 Bidders may always submit their bids by mail or by hand.</p> <ul style="list-style-type: none"> (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in

	<p>separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.</p> <p>22.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) Bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1; (c) bear the specific identification of this bidding process as indicated in the BDS; and (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1. <p>If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.</p>
23. Deadline for Submission of Bids	<p>23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.</p> <p>23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
24. Late Bids	<p>24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
25. Withdrawal and Modification of Bids	<p>25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and (b) Received by the Purchaser prior to the deadline

	<p>prescribed for submission of bids, in accordance with ITB Clause 23.</p> <p>25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.</p> <p>25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.</p>
26. Bid Opening	<p>26.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS.</p> <p>26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.</p> <p>26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.</p> <p>26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.</p>

	Evaluation and Comparison of Bids
27. Confidentiality	<p>27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.</p> <p>27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.</p> <p>27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.</p>
28. Clarification of Bids	<p>28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.</p>
29. Responsiveness of Bids	<p>29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.</p> <p>29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

	<p>(c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</p> <p>29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
30. Non-conformities, Errors, and Omissions	<p>30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.</p> <p>30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. <p>30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited</p>
31. Preliminary Examination of Bids	<p>31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.</p> <p>31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be</p>

	<p>rejected.</p> <p>(a) Bid Submission Form, in accordance with ITB Sub Clause 12.1;</p> <p>(b) Price Schedules, in accordance with ITB Sub-Clause 12;</p> <p>(c) Bid Security, in accordance with ITB Clause 2</p>
32. Examination of Terms and Conditions; Technical Evaluation	<p>32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.</p> <p>32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.</p> <p>32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.</p>
33. Conversion to Single Currency	<p>33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.</p>
34. Domestic Preference	<p>34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.</p>

35. Evaluation of Bids	<p>35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.</p> <p>35.3 To evaluate following:</p> <ul style="list-style-type: none"> (a) the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3; (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3 (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; (e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable. <p>35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors listed in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids</p> <p>35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.</p>
36. Comparison of Bids	<p>36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.</p>
37. Past qualification of the Bidder	<p>37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.</p> <p>37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.</p> <p>37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser</p>

	shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.
	Award of Contract
39. Award Criteria	39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
40. Purchaser's Right to Vary Quantities at Time of Award	40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
41. Notification of Award	<p>41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.</p>
42. Signing of Contract	<p>42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.</p> <p>42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.</p>

43. Performance Security	<p>43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.</p> <p>43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p>
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Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The purchaser is Bhiksu University of Sri Lanka (BUSL)
	Name of the Procurement Procurement of Supply, Delivery, Installation, and Commissioning of 41 Branded Internationally reputed Desktop Computers with Licensed Software for BUSL. Procurement No: BUSL/F/15/25/12
ITB 2.1	The Source of Funding is GOSL

ITB 7.1	<u>Contact Details for clarification purpose</u> Address : Assistant Bursar (Supply), Bhiksu University of Sri Lanka, Puttalam Road, Anuradhapura. Telephone: 025-2225529 Email: absupply@busl.ac.lk
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents with the bid: <ol style="list-style-type: none"> If the bid submitted by a party other than the manufacturer, such as an importer, a trader, an agent, who will act as the supplier and sign the contract, such bidders shall submit a statement by the manufacturer certifying that the bidder is authorized to offer goods manufactured by him and the manufacturer will assume all warranty obligations (Use the format given in this document for “Manufacturer’s Authorization” Copy of the Business Registration Certificate Documents to prove bidder’s sales performance of similar nature contracts in last 03 Years with supply details and Available Certificates (Performance, Quality etc.) Complete set of the product catalogues and Brochures, Technical Literature, Pamphlets, Drawings etc. to comply with the technical specifications of the items. A Copy of the "Payment Receipt" of purchasing Bidding Documents should be attached with the Bid. Notarized Power of Attorney or Board Resolution for authentication of signatory on bid and other relevant forms and documents (if relevant) Copies of Audited Financial Statements for last 03 years. Post qualification data (maintenance work shop details, Spare parts availability etc.)
ITB 13.1	Alternative or Option Bids shall not be considered. One bid is allowed for a bidder.
ITB 14.3	Bids must be submitted for all quantity (41 Desktop Computers with Licensed Software)
ITB 15.1	Bids shall be submitted in Sri Lankan Rupees only.
ITB 17.3	List of General Maintenance, Spares required after the warranty period should be specified and estimated price list of those items to be indicated.
ITB 18.1 (b)	The International comprehensive warranty should be minimum 3 years. After Sales Service is Required.
ITB 19.1	The bid shall be valid up to 08.12.2025 (77 days)
ITB 20.1	Bid shall include a Bid Security and it shall be; <ol style="list-style-type: none"> an unconditional on demand bank guarantee Issued by any Commercial Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.

	<p>iii. In favor of Vice Chancellor, Bhiksu University of Sri Lanka.</p> <p>iv. In the form included in Section IV of the bidding documents.</p>
ITB 20.2	<p>The Bid Security amount must be LKR One hundred twenty thousand (LKR 120,000.00) and it can be provided by a Bank Guarantee or can be deposited in cash to the Shroff of BUSL in Sri Lankan Rupees (LKR).</p> <p>The validity period of the bid security shall be until 06.01.2026</p>
	D. Submission and Opening of Bids
ITB 22.2 (c)	<p>The inner and outer envelopes shall bear the following identification marks Name: “Procurement of Supply, Installation, and Commissioning of 41 Desktop Computers with Licensed Software” Reference Number : BUSL/F/15/25/12</p>
ITB 23.1	<p>For bid submission purpose, the purchaser's address is; The Chairman, Department Procurement Committee. Bhiksu University of Sri Lanka, Puttalam Road, Anuradhapura.</p> <p>Final date and time for bid submission: 23.09.2025, Time: 02.30 p.m.</p>
ITB 26.1	<p>The bid opening shall take place at: Senate Room, Bhiksu University of Sri Lanka, Puttalam Road, Anuradhapura.</p> <p>Date: 23.09.2025, Time: 02.30 p.m. (Immediately after closing of Bids)</p>
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference <i>shall not</i> be a bid evaluation factor.

ITB 35.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery Schedule Should the supplier fail to supply items, within the period specified or should he fail to replace any rejected quantity thereof with a like quantity of approved specification within the period allowed, the supplier shall be liable to pay as pre-estimate of Liquidated Damages (LD), the sum of 0.5% the total item value of the order per week (every 7 days' period) for delay in executing the order. The maximum amount of Liquidated damages shall be 5% of total value of the order given.</p> <p>(b) Any payment term requiring advance payments will not be accepted by the University</p> <p>(c) 97.5% of the total cost shall be paid in Sri Lanka Rupees, only after the successful delivery and installation in relevant location. Once, the consignment meets the standards set by the BUSL, it will be accepted, and payment for the consignment's value (after deducting 2.5% of retention money) will be made within 30 days.</p> <p>(d) Retention money will be released after ending 03 years' warranty period.</p>
ITB 35.4	Refer Section III for the factors and methodology which will be used for evaluation and determination of completeness of the Bidding forms.
ITB 35.5	<p>1. Alternative Bids "shall not be" permitted 2. Multiple Options shall not be considered. In case of multiple Options, Bids will be considered as non-responsive</p> <p>(a) Interested bidders shall bid for whole quantity of items in the contract. (b) The lowest evaluated substantial bid shall be considered for Post Qualification evaluation (Responsiveness)</p>
ITB 37.2	Post Qualification of the lowest–evaluated bidder shall carry out according to the requirements set out in Section III, Evaluation and Qualification Criteria: (Refer section III)
Pre Bid Meeting	Pre Bid Meeting will be held on 16.09.2025, 10.30 a.m. at Senate Room, Bhiksu University of Sri Lanka, Puttalam Road, Anuradhapura.

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Evaluation Criteria (ITB 35.3 (d))

The following **Factors and Methodology** will be used for evaluation. (Use the Formats Annexed at the end of this set of document to provide necessary details on them)

- i. Completeness of bidding forms in section IV and Schedules in section V
- ii. Eligibility of the bidder in accordance with IFB
- iii. Submission of duly signed Form of Bid
- iv. Compatibility with Schedules of Requirements (SOR) and Technical Specifications
- v. Brochures to comply with the technical specifications (if any discrepancy in the SOR)
- vi. Bid Price and discounts offered by the Bidder.
- vii. Rentals /Fees of Annual Service & Maintenance and Operation cost of the items (if any)
- viii. Submission of additional documents mentioned in the ITB 11.1 (e)
- ix. Delivery period as per the Delivery Schedule. *(The exact delivery period should be clearly indicated and conditional bids shall not be accepted. The false indication shall cause for forfeiting performance bond without granting any delivery extension)*
- x. Warranty Period

Bids shall be considered as **incomplete / non-responsive**, if;

- a) The bid is not submitted in the bid document issued by Bhiksu University of Sri Lanka
- b) The bid is not sealed.
- c) The bid is not submitted with the Bid Form duly filled and signed in the complete document.
- d) The bid is not submitted within the specified date / time for submission of bids.
- e) The bid is not submitted along with the Valid Bid security.
- f) The bid does not comply with the instructions as specified in the Invitation for bid and Notice published.
- g) Terms of payment and Destination of Delivery of the goods supplied are different from those specified in the Bid Document.
- h) All prices quoted are either not firm or conditional or not valid for the period specified in the Bid Document.
- i) There is a major deviation in specification of Goods proposed by the bidder from that specified in the technical specifications.
- j) Delivery Schedule - The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the “Earliest Delivery Date” specified in Section VI, Delivery Schedule.

Qualification Criteria

- a) Firm/ Company must be registered with the objectives to supply of Desktop Computers. (Copy of Business Registration Certificated should be submitted).
- b) The Bidder must sign(Authorized Signature) in Bid Form, and the Price Schedule of the Bid Document. Any erasure or by changes shall be initialed the person signing the Bid.
- c) Bids submitted by a bidder in respect of listed items in Section -V Schedule of Requirements shall be accompanied by a letter from the manufacturer (**Manufacturer's Authorization letter** – in Section IV Bidding Forms) stating that the bidder is the authorized to deal with the said manufacturer for this bid.
- d) The Bidder is required to state clearly the specifications of his proposed items Compliance with the buyer's requirement of the technical specifications shall be duly filled in and signed in the offered specification column of the technical specification supported by relevant technical catalogue/leaflet/brochure. The catalogue/leaflet/brochure should be original. Tempering to catalogue/leaflet/brochure shall result the bid non-responsive.

Post qualification Requirements (ITB37.2)

After determining the lowest evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidders qualification.

(a) Financial Capability

The Bidders shall furnish documentary evidence that it meets the following financial requirements:

- Average Annual Volume of Turnover of last 03 years' shall not be less than Rs.12,000,000.00 as per the Audited Financial Statements available 2022/2023, 2023/2024 and 2024/2025 (or recent)

(b) Experiences

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirements:

- At least 02 similar nature contracts (at least 30 items in each contract) should be completed in last 03 years' period (Previous purchase orders of last 3 years and Client Certified/ Satisfaction/ Performance Letters for Each Similar nature contracts including the Quantity and the Amount of the Desktop Computers with Dates of items supplied/ installed should be attached.)

(c) Technical Capacity

- At least 01 maintenance workshop owned by the bidder for items similar in nature to those being bid on (At least Details of Maintenance Workshops, Addresses, Contact Telephone Numbers of technicians should be submitted.)

(d) Usage Requirements

It shall be furnished the documentary evidence to demonstrate that the Goods offered by the bidder. (whether the following usage requirements are met or not)

- Spare parts availability in next 5 years

Section IV. Bidding Forms

Table of Forms

- 1. Bid Submission Form (Original and Duplicate)**
- 2. Bidder's Details**
- 3. Price Schedule (Original and Duplicate)**
- 4. Spare Parts Cost Details**
- 5. Bid Security Guarantee**
- 6. Manufacturer's Authorization**
- 7. Non - Collusion Affidavit**
- 8. Previous Contracts**

Original

1. Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated.
No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date:
[Insert date of Bid Submission]

No.: BUSL/F/15/25/12

**To: Chairman,
Department Procurement Committee
Bhiksu University of Sri Lanka**

We, the undersigned, declare that:

- (a) We have Examined and have no reservations to the Bidding Documents, including Addenda No.:
..... *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedules of Requirements the following Goods Related Services;
.....
.....
- (c) The total price of our Bid without VAT, including any discounts offered is; *[insert the total bid price in words and figures];*
.....
.....
- (d) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures];*
.....
.....
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (h) Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract has not been declared blacklisted by the National Procurement Agency;
- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:*[insert signature of person whose name and capacity are shown]*

In the capacity of:

[insert legal capacity of person signing the Bid Submission Form]

Name:

.....

[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of:

.....

.....

[insert complete name of Bidder]

Dated onday of *[insert date of signing]*

Duplicate

2. Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated.

No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:

[Insert date of Bid Submission]

No.: BUSL/F/15/25/12

**To: Chairman,
Department Procurement Committee
Bhiksu University of Sri Lanka**

We, the undersigned, declare that:

- (a) We have Examined and have no reservations to the Bidding Documents, including Addenda No.:
..... *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedules of Requirements the following Goods Related Services;
.....
.....
- (c) The total price of our Bid without VAT, including any discounts offered is; *[insert the total bid price in words and figures];*
.....
.....
- (d) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures];*
.....
.....
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (h) Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract has not been declared blacklisted by the National Procurement Agency;
- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:*[insert signature of person whose name and capacity are shown]*

In the capacity of:

[insert legal capacity of person signing the Bid Submission Form]

Name:

.....

[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of:

.....

.....

[insert complete name of Bidder]

Dated onday of *[insert date of signing]*

2. Bidder's Details

1.	Name of the Business Entity	
2.	Business Registration and Number	
3.	Registration Law	
4.	Place of Registration	
5.	Address of the corporate Head Quarters	
6.	Telephone Number	
7.	Email address	
8.	Website	
9.	Address for communication	
10.	Standard Certifications	
Particulars of authorized signatory (Notarized Power of attorney should be attached)		
11.	Name	
12.	Position/ Designation	
13.	Contact Mobile Number	
14.	E- mail address	
15.	Authorized Signatory	

.....

Authorized signatory

Official Seal

.....

Date

Original

3. Price Schedule

*[The Bidder shall fill in these prices Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the list of Goods specified by the purchaser in the schedule of requirements.]*

Main

Item	Description	Cost LKR
A.	One (1) Desktop Computer (with Licensed OS + Virus guard + UPS) with Transportation cost	
B.	Price of 41 Desktop Computers (41xA)	
C.	SSCL	
D.	Total (B+C)	
E.	Less Any Discount	
F.	Total cost without VAT(D-E))	
G.	VAT (F*18%)	
H.	Total Cost (F+G)	

Optional

Item	Description	Cost LKR
A.	One (1) Licensed Application Software expect to offer by the bidder as per the Technical Specification (Please specify)	
B.	Price of 41 Licensed Application Software (41xA)	
C.	SSCL	
D.	Total (B+C)	
E.	Less Any Discount	
F.	Total cost without VAT (D-E))	
G.	VAT (F*18%)	
H.	Total Cost (F+G)	

.....

Authorized signatory

Official Seal

.....

Date

3 Price Schedule

[The Bidder shall fill in these prices Schedule in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the list of Goods specified by the purchaser in the schedule of requirements.]

Main

Item	Description	Cost LKR
A.	One (1) Desktop Computer (with Licensed OS + Virus guard + UPS) with Transportation cost	
B.	Price of 41 Desktop Computers (41xA)	
C.	SSCL	
D.	Total (B+C)	
E.	Less Any Discount	
F.	Total cost without VAT(D-E))	
G.	VAT (F*18%)	
H.	Total Cost (F+G)	

Optional

Item	Description	Cost LKR
A.	One (1) Licensed Application Software expect to offer by the bidder as per the Technical Specification (Please specify)	
B.	Price of 41 Licensed Application Software (41xA)	
C.	SSCL	
D.	Total (B+C)	
E.	Less Any Discount	
F.	Total cost without VAT (D-E))	
G.	VAT (F*18%)	
H.	Total Cost (F+G)	

.....
Authorized signatory

Official Seal

.....
Date

4. The Form of Spare Parts Availability

(Please mention “Yes” or “No” in every cage)

Item	Years				
	1 st	2 nd	3 rd	4 th	5 th
CPU					
Mother Board					
Hard Disk					
Key Board					

Name and Designation of signatory.....

.....

Signature

Date

Company Seal

5. Bid Guarantee

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

.....
[insert issuing agency's name, and address of issuing branch or office]

*** Beneficiary: Vice Chancellor, Bhiksu University of Sri Lanka**

Date :*[insert (by issuing agency) date]*

Bid Guarantee No:*[insert (by issuing agency) number]*

We have been informed that*[insert (by issuing agency) name of the Bidder; If a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its Bid dated
[insert (by issuing agency) date] (hereinafter called "the Bid") for the **Supply, Installation, and Commissioning of 41 Desktop Computers for BUSL** under invitation for Bids. No **BUSL/F/15/25/12** ("the IFB")

Furthermore, we understand that, according to your quotation, Bids must be supported by a Bid Guarantee

At the request of the Bidder, we*(insert name of issuing agency)* hereby irrevocably undertake to pay you any sum or sums not exceeding in total and amount of*(insert amount in figures)**[insert amount in words]* upon receipt by us of your first demand in writing accompany by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

- (a) has withdrawn its Bids during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the contract from, if required, or (ii) fails or refuse to furnish performance security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the bidder and of the performance security issued to You by the Bidder, or (b) if the bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to*(insert date)*

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

.....
[signature(s) of authorized representative (s)]

6. Manufacturer's Authorization

[The Bidder shall require the manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization **should be on the letterhead of the Manufacturer** and should be signed by a person with the proper authority to sign documents that are bidding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS]

Date: [insert date (as day, month and year) of Bid Submission]

No.; BUSL/F/15/25/12

To: **Vice Chancellor, Bhiksu University of Sri Lanka**

WHEREAS,

We [insert complete name of Manufacture], who are official manufacturers of [insert type of goods manufactured], having Factories at [insert full address of Manufacture's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Condition of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature (s) of authorized representative (s) of the manufacture]

Name:
[insert complete name (s) of authorized representative(s) of the manufacture]

Title: [insert title]

Duly authorized to sign this Authorization behalf of:
..... [insert complete name of Bidder]

Dated on date of [insert date of signing]

7. Non-collusion Affidavit

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such procurement.

The bidder accepts full responsibility for ensuring the absence of collusion and pledges to abide by fair and ethical competition practices throughout the procurement process.

I hereby affirm, under the penalties for perjury, that the facts and information contained in the foregoing bid for public works are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me) on thisday ofat

.....

Paste a Rs.50/= Stamp here

.....

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

8. Details of Previous Supply

The bidder shall complete this table and attached with the bid. Letter of acceptances of each contact (From 2022.01.01 to 2025.09.09) should be attached. (Should be covered the requirements in Post Qualifications in Section III)

Date of Supply	Employer	Contact Details	Quantity	Amount LKR	Reference for Attachment (Copy of Letter of Acceptance)

Name of Bidder: Signature of Bidder: Date:
 (Insert complete name of Bidder) (Signature of person signing the Bid) (Insert Date)

Section V. Schedule of Requirements

Contents

- 1) List of Goods and Delivery Schedule
- 2) The Details for Repair and Maintenance Requirement
- 3) Technical Specifications & Compliance
- 4) Inspections and Tests

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be Included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be Supplied and the delivery Schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the price Schedule, for which a form is provided in section IV. In addition, the Schedule of Requirements, together With the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implication of delivery terms stipulated in the instructions to Bidders', and (b) the date prescribed herein from which the Purchaser's delivery obligation start (i.e, notice of award, contract signature, opening or conformation of the letter of credit).

1. List of Goods and Delivery Schedule

(The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder and attached with the bid)

Line item No	Description of Goods	Quantity	Unit	Final (Project Site) Destination as specified in BDS	Delivery Date from date of awarding the contract		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date (to be provided by the bidder)
01	Desktop Computers with Licensed Software + Virus Guard + UPS	41	Units	Bhiksu University of Sri Lanka, Puttalam Road, Anuradhapura. (Note: The locations of Total quantity will be informed by the purchaser (Supply Division) within the Anuradhapura University Premises)	Ex stock	75 days	

Name of Signatory

Signature

Date

Company Seal

2. The Details for Repair and Maintenance Requirement

(Bidder shall complete this schedule and attach with the bid)

Number of workshops own by the bidder	
Locations of company own workshops	
Maximum Duration for visit the site from first call	
Maximum Duration for prepare the estimation	
Maximum Duration for importing the spares	

Name of Signature
Signature
Date
Company Seal

3. Technical Specifications & Compliance

(Listed Minimum Specifications for Branded Desktop Computers-Brand New)

[The Technical specification may be provided in the following format. The bidder shall fill the columns 5 and 6. Bidder's failure to provide the information request in the columns 5 and 6 may be a reason for the rejection of the Bid. If any discrepancy is observed between the information provided by the bidder in the column 5 and 6 and the other technical information attached to the bid, the information provided herein shall take precedence.]

1	(2)	(3)	(4)	(5)	(6)
S N	Sub Component	Technical Specifications and standards			
		Purchaser's Minimum Requirements		Bidders Offer	
		Detail	Priorit y	Yes / No	Remarks
1.	Brand	Internationally Reputed Brand (Please Specify)			
2.	Model	(Please Specify)			
3.	Year of manufacture	(Please Specify)			
4.	Country of Origin & Country of Manufacture / Assembly	(Please Specify)			
5.	Processor	Intel® Core i5-13400 13th Generation Processor or Later	Critical		
6.	Base Frequency	Intel: 2.5GHz or Higher	Critical		
7.	Cache	Intel: 16MB or Higher	Critical		
8.	Video Controller	Intel UHD Graphics or Better (Please specify).....	Critical		
9.	Chassis	MID TOWER / TOWER Casing			
10.	Chipset	Original Intel Chipset. (Intel Express B / H Chipset or Higher) (Please specify the chipset).....	Critical		
11.	Motherboard	Should be the same quoted brand (Serial number of the CPU should show in BIOS)	Critical		
12.	Memory (RAM)	16GB DDR 5 4800MHz or Higher	Critical		
13.	Maximum Memory	Upgradeable to Maximum of 32GB RAM	Critical		
14.	Memory DIMM's	2 DIMM's	Critical		

15.	Mass Storage				
	Primary Storage	256GB, NVMe M.2 SSD	Critical		
	Secondary Storage	Hard Disk Drive 1TB SATA	Critical		
16.	Optical Drive	SATA DVD Drive (+R/RW)	Critical		
17.	Keyboard	104 Key International Keyboard to be as same brand in English with Number pad			
18.	Mouse	Two buttons with scroll wheel optical Mouse with Mouse Pad			
19.	Expansion Slots	Minimum 2 Expansion Slots including 1 Nos PCI Express (Specify).....	Critical		
20.	Network Interface	Gigabit Ethernet Network Interface Card (10/100/1000 mbps) Internal Wi-Fi Card (Built in) - USB Dongle is not accepted	Critical		
21.	Sound	Integrated Mic in, Line out, Line in			
22.	I/O Ports	Minimum 4 USB Ports (from that at least 2 USB Ports should USB 3.2), Minimum 1 x HDMI Port or 1 x VGA Port, 1x Display Port, 1 x RJ45			
23.	Power Supply	260W or Higher Power Supply	Critical		
24.	Virus Guard	Antivirus guard with 01-year update Preferred Brand: Kaspersky, E-set Smart Security or equivalent			
25.	Operating System	Windows 11 Pro – 64bit OEM Microsoft certified version (Original Licensed)			
26.	Application Software	Microsoft Office home 2019 or higher (Original Licensed)			
27.	Product certifications of the quoted Model	<ul style="list-style-type: none"> - Energy Star or any other equal certificate to Energy Star issued by authorized body who has the authority to do so (Documentary evidence must be provided) - Valid ISO 9001: 2015 and ISO 14001:2015 - Offered Model must possess FCC & CE or Equal Certificate 			

28.	Display	18.5" or above Widescreen Color LED Monitor supporting resolutions WXGA (1920 x 1080) or Higher. Should be as the same brand of the Desktop Computer			
		Video Memory – min 256mb Integrated	Critical		
29.	Manufacturer Experience	Manufacturer should have a minimum of 3 years' experience in manufacturing of the same brand. (Proof documents should be attached)			
30.	Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided. (Originals should be provided on request)			
31.	Warranty	Comprehensive on-site manufacturer authorized warranty for 36 months (Labor & Parts) Excluding Consumes. Bidder or its parent company or its subsidiary should have Island wide owned branch network. Documentary evidence to be provided of the following under bidders' name. (a) Address, Contact Details and Date of Commencement of each branch/regional office (Should have completed minimum of 5 years from the Date of Commencement of each branch/regional).			
32.	Warranty Information	Should be fix a sticker with - Supplier name, Contact Numbers, Date of Commissioning of Hardware, Warranty period, On all Desktop Computers			
33.	Brochure	Supplier should provide brochure of make/model quoted as per above specification			
34.	UPS	650VA Line Interactive UPS with a minimum of 2 years' Comprehensive Warranty with Battery (Please specify the Brand)			

Name of Bidder:..... (Insert complete name of Bidder)

Signature of Bidder:(Signature of person signing the Bid)

Date:..... (Insert Date)

4. Inspections and Tests

The following inspections and tests shall be performed:

Pre shipment inspections

No pre shipment inspections, Bidder shall responsible to provide the goods as per the specifications of his bid.

Inspections after receiving goods.

Upon receipt of the consignment, the items will undergo inspection by the Acceptance Committee (AC) of BUSL appointed by the Vice Chancellor (BUSL). Once confirmed by the AC, the Bidder (contractor/Supplier) will proceed with installation and commissioning under supervision of AC. Upon completion of this process, the consignment will be accepted.

Name of Signature

Signature

Date

Company Seal

Section VI General Conditions of Contracts

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Conditions of Contracts

1. Definitions	1.1	The following words and expressions shall have the meanings hear by assigned to them:	
		(a)	“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
		(b)	“Contract Document” means the documents listed in the Contract Agreement, including any amendments thereto.
		(c)	“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions an adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		(d)	“Day” means calendar day.
		(e)	“Completion” means the fulfillment of the supply of Goods to the Destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
		(f)	“CC” means the Conditions of Contract.
		(g)	“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
		(h)	“Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
		(i)	“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
		(j)	“Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
		(k)	“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
		(l)	“The Project Site”, where applicable, means the place named in the Contract Data.
2. Contract Documents	2.1	Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.	
3. Fraud and Corruption	3.1	The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:	

		(i)	“Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
		(ii)	“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
		(iii)	“Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
		(iv)	“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
4. Interpretation	4.1	If the context so requires it, singular means plural and vice versa.	
	4.2	Entire Agreement The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.	
	4.3	Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.	
	4.4	Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect validity or enforceability of any other provisions and conditions of the Contract.	
5. Language	5.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the suppliers and the purchaser, shall be written in English language. Supporting documents and printed Literature that are parts of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purpose of interpretation of the Contract, this translation shall govern.	
	5.2	The supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the supplier.	
6. Joint Venture, Consortium or Association	6.1	If the supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as leader with authority to bind the joint venture, consortium, or association. shall not be altered without the prior consent of the purchaser.	

7. Eligibility	7.1	All Goods supplied under this contract shall be complied with applicable standards stipulated be the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.	
8. Notices	8.1	Any notice given by party to the other pursuant to the Contract shall be in the writing to the address specified in the Contract Data. The term “in writing” mean communicated in written form with proof of receipt.	
	8.2	A notice shall be effective when delivered or on the notice’s effective date, whichever is later.	
9. Governing Law	9.1	The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.	
10. Settlement of Disputes	10.1	The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.	
	10.2	If after twenty-eight (28) days, the parties have failed to resolve their dispute or deference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commence unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995.	
	10.3	Notwithstanding any reference to arbitration herein	
		(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
		(b)	the purchaser shall pay the Supplier any monies due the Supplier.
11. Scope of Supply	11.1	The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements	
12. Delivery and Documents	12.1	Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data .	
13. Supplier’s Responsibilities	13.1	The Supplier shall supply all the Goods and Related Services Included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.	
14. Contract Price	14.1	Prices charged by the Supplier for the Goods supplied and the related services performed under the contract shall not vary from the prices quoted by the supplier in its bid.	

15. Terms of Payment	15.1	The Contract Prices shall be paid as specified in the Contract Data .
	15.2	The Supplier's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and related services performed, and by the document submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
	15.3	Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of and invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
16. Taxes and Duties	16.1	The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
17. Performance Security	17.1	If required as specified in the Contract Data , the supplier shall, within fourteen (14) days of the notifications of contract award, provide a. Performance security of Ten percent (10%) of the contract price for the performance of the contract.
	17.2	The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	17.3	As specified in the Contract Data , the performance Security if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data , or in another format acceptable to the Purchaser.
	17.4	The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than Twenty - eight (28) following the Completions of the Supplier's performance obligations under the Contract, including any warranty obligations.
18. Copy right	18.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such material shall remain vested in such third party.
19. Confidential Information	19.1	The Purchaser and the Supplier shall keep confidential and shall not, without the writing consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connecting with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor and undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

	19.2	The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.	
	19.3	The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.	
	19.4	The provisions of CC Clause 19 shall survive competition or termination, for whatever reason, of the Contract.	
20. Sub contracting	20.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the supplier from any of its obligations, duties, responsibilities, or liability under the Contract.	
	20.2	Subcontracts shall comply with the provisions of CC Clause 3 and 7.	
21. Specification and Standards	21.1	Technical Specifications and drawing	
		(a)	The Goods and Related Services supplied under this contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin;
		(b)	The Supplier shall be entitle to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the purchaser, by giving a notice of such disclaimer to the purchaser;
		(c)	wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the addition for or the received version of such code and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the purchaser and shall be treated in accordance with CC Clause 32.
22. Packing and Documents	22.1	The supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contact.	
23. Insurance	23.1	Unless otherwise specified in the Contact Date , the Goods supplied under the Contact shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.	
24. Transportation	24.1	Unless otherwise specified in the Contract Data , responsibility for arranging transportation of Goods shall be a responsibility of the supplier.	

25. Inspections and Tests	25.1	The Supplier shall at its own expense and at no cost to the purchaser carry out all such test and/or inspections of the Goods and Related Services as are specified in the Contract Data .
	25.2	The Inspection and test may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and /or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.
	25.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspection referred to in CC- Clause 25.2, provided that the Purchaser bear all of its own cost and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	25.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
	25.5	The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and / or inspection shall be added to the Contract Price. Further, if such test and / or the supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completions Dates and the other obligations so affected.
	25.6	The Supplier shall provide the Purchaser with the report of the results of any such test and / or inspection.
	25.7	The Purchaser may reject any Goods or any parts thereof that fail to pass any test and / or inspections or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods of parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and / or inspections, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub - Clause 25.4.
	25.8	The Supplier agrees that neither the execution offer test and / or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub - Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
26. Liquidated Damages	26.1	Except as provided under CC Clause 31, if the Supplier fails to deliver any or of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under

		the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered Goods or unperformed Service for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data . Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.
27. Warranty	27.1	The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
	27.2	Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
	27.3	Unless otherwise specified in the Contract Data , the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data .
	27.4	The Purchaser shall give notice to the Supplier stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
	27.5	Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
	27.6	If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
28. Patent Indemnity	28.1	The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
		(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

		(b)	the sale in any country of the products produced by the Goods.
			Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
	28.2		If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceeding or claim.
	28.3		If the Supplier fails the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
	28.4		The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
	28.5		The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specifications, or other documents or materials provided by or on behalf of the Purchaser.
29. Limitation of Liability	29.1		Except in cases of criminal negligence or willful misconduct:
		(a)	the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or any obligation of the Supplier to pay liquidated damages to the Purchaser; and
		(b)	the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

30. Change in Laws and Regulation	30.1	Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligation under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.
31. Force Majeure	31.1	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	31.2	For purposes of this Clause “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and it’s not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	31.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
32. Change Orders and Contract Amendments	32.1	The purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following.
	(a)	drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
	(b)	the method of shipment or packing;
	(c)	the place of delivery; and
	(d)	The Related Services to be provided by the supplier.
	32.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or the in the Delivery / Completion Schedule, or both and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.

	32.3	Price to be charged by the Supplier for any Related Services that might be need but which were not included in the contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.	
	32.4	Subject to the above, no variation in or modification of the terms of the Contract shall be made except by the written amendment signed by the parties.	
33. Extension of Time	33.1	If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.	
	33.2	Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.	
34. Termination	34.1	Termination for Default:	
		(a)	The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
			(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
			(ii) if the Supplier fails to perform any other obligation under the Contract; or
			(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for executing the Contract
		(b)	in the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1 (a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

	34.2	Termination for Insolvency; The Purchaser may at any time terminate the Contract by given notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.	
	34.3	(a)	The Purchaser, by notice sent the Supplier, may terminate the Contact, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective;
		(b)	The Goods that are complete and ready for shipment within twenty – eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contact terms and prices. For the remaining Goods, the Purchaser may elect:
			(i) to have any portion completed and delivered at the Contract terms and prices; and / or.
			(ii) to cancel the reminder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for material and parts previously procured by the Supplier.
35. Assignment	35.1	Neither the Purchaser not the Supplier shall assign, in whole or in part their obligations under this Contact, except with prior written consent of other party.	

Section VII. Contract Data

The following Contract Data shall supplement and/or amend the Conditions of Contract (CC).
Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1	The Purchaser is: Bhiksu University of Sri Lanka
CC 1.1 (m)	Final Destinations are; As per Schedule of requirement
CC 8.1	For <u>notices</u> , the Purchaser's address shall be: <i>Attention: Vice Chancellor</i> <i>Address: Bhiksu University of Sri Lanka</i> <i>Puttalam Road,</i> <i>Anuradhapua.</i> <i>Telephone: 025-2236760</i>
CC 12.1	Delivery Period: As per the schedule of requirement
CC 15.1	CC 15.1 - The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: After completion of all the quantity specified in the contract, the BUSL will conduct the testing in line with the schedule of requirements. Once the consignment meets the standards set by the BUSL, it will be accepted, and payment for the consignment's value (after deducting 2.5% of retention money) will be made within 30 days. Retention money will be released after ending 03 years' warranty period.
CC 17.1	A Performance Security shall be required. Supplier shall within 14 days of the notification of contract award, provide a performance security of (10%) ten percent of the total contract sum for the performance of the contract. This performance security shall be a bank guarantee issued by the Commercial Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka The performance security shall be valid 28 days beyond the date of completion of the contract agreed. Beneficiary of the performance guarantee shall be the Vice Chancellor Bhiksu University of Sri Lanka
CC 25.1	The following inspections and tests shall be performed: As per the Testing and inspection under the Schedule of Requirement
CC 25.2	The Inspections and test for lot acceptance shall be conducted at point of delivery.
CC 26.1	The liquidated damage shall be 0.5% per week of the delivered price of the delayed goods. The maximum amount of liquidated damages shall be 5% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

Section VIII Contract Forms

Table of Forms

1. Contract Agreement
2. Performance Security
3. Bank Guarantee for Advance Payment

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

the [insert: **number**] day of [insert: **month**], [insert **year**]

BETWEEN

- (1) The Vice Chancellor Bhiksu University of Sri Lanka and having its principal place of office at Puttalam Road, Anuradhapura, (hereinafter called “the Purchaser”),and
- (2) [insert name of Supplier],a corporation incorporated under the laws of [insert : country of Supplier]and having its principal place of business at [insert: address of Supplier] (hereafter the called “the Supplier”)

WHEREAS the Purchaser invited bids for **Supply, Installation, and Commissioning of 41 Desktop Computers with Licensed Software** [insert certain Goods and ancillary services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency (ies)] (hereinafter called “the Contact Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreements words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement;
 - (b) Contact Data;
 - (c) Condition of Contact;
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications);
 - (e) The Supplier’s Bid and original Price Schedules;
 - (f) The Purchaser’ Notification of Award;
 - (g) Bids submission Form
3. This Contract shall prevail over all other Contact documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contact.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka as of the day and year first indicated above.

For and on behalf of the Bhiksu University *[Name of Purchaser]*

.....
Signed:
in the Capacity of Vice Chancellor, Bhiksu University of Sri Lanka

in the presence of

1.

2.

For and on behalf of the Supplier

.....
Signed:
in the capacity of.....

in the presence of

1.

2.

For and on behalf of *[Name of Supplier]*

2. Performance Security

[Note: the purchaser is required to fill the information marked as “” and delete this note prior to selling of the bidding document.]*

(The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.)

-----[Issuing Agency’s Name, and Address of Issuing Branch or Office] -----

* **Beneficiary:** **Vice Chancellor**
 Bhiksu University of Sri Lanka

Date :- -----

PERFORMANCE GUARANTEE No:- -----

We have been informed that -----[Name of Supplier] (hereinafter called “the Supplier”) has entered into Contract No-----[reference number of the contract] dated ----- with you, for the **Procurement of Supply, Installation, and Commissioning of 41 Desktop Computers with Licensed Software for BUSL** [name of contract & brief description] (hereinafter called “the Contract”)

Furthermore, we understand that, according to the condition of the Contract, a performance guarantee is required.

At the request of the Supplier, we -----[Name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total and amount of -----[amount in figures] (-----) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ----- day of -----, 20.... [insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

[Signature (s)]

3. Guarantee for Advance Payment

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month and year) of bid Submission]*

NCB No. and title: *[insert number and title of bidding process]*

[issuing agency's letterhead]

Beneficiary: *[insert legal name and address of purchaser]*

ADVANCE PAYMENT GUARANTEE No. *[insert Advance Payment Guarantee No]*

We, *[inset legal name and address of issuing agency]* have been informed that *[insert complete name & address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No.*[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[Insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the condition of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount (s)* in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account. *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date **.]*

[signature(s) of authorized representative(s) of the issuing agency]

** The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency (ies) of the Contract or a freely convertible currency acceptable to the purchaser.*

***Inset the Delivery date stipulated in the Contract delivery Schedule. The purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee." ;*

Document Check List

(This document must be returned with the bid.)

Bids shall be accompanied by following documents duly filled and signed by bidders. Please tick the appropriate cage, if enclosed, and give the relevant page number in your bid document.

No.	Document	Enclosed	Page No.
1	Bid Submission Form (Original)		
2	Bid Submission Form (Duplicate) Bidding Forms indicated as “Duplicate” shall be submitted in a separate envelope and mentioned it in left hand corner.		
3	Bid Security		
4	Power of attorney/ Authorized Signatory Document		
5	Price Schedules (Original and Duplicate)		
6	Bidder's response to technical specifications		
7	Manufacturer's Authorization letter		
8	Copies of Letters of Acceptance/ Customer satisfaction letters		
9	Any other evidence documents to prove the capacity and sales (Purchase orders, Letters of Awards etc.)		
10	Relevant catalogues/ brochures & technical literature		
11	Post Qualification data (Audited Financial Statements, Spare parts availability Details, Maintenance Workshops Details etc.)		
12	Business Registration Certificate		
13	Any other required / relevant Attachments if any		

.....
Bidder's Name, Signature, Date & Company seal