

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
SRI PALEE CAMPUS,  
UNIVERSITY OF COLOMBO, SRI LANKA**

**SUPPLY, INSTALLATION, COMMISSIONING AND  
MAINTENANCE OF LIGHTING SYSTEM FOR  
THEATRE OF SRI PALEE CAMPUS  
SPC/NCB/2017/01**

**BIDDING DOCUMENT**

<b>Deadline for the Submission of Bid</b>	<b>03.01.2018</b>
<b>Bid Validity up to</b>	<b>02.04.2018</b>
<b>Bid Security</b>	<b>Rs. 100,000/-</b>

**Client**

Sri Palee Campus,  
University of Colombo,  
Wewala,  
Horana,  
Sri Lanka.

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# VOLUME 01



**SRI PALEE CAMPUS  
UNIVERSITY OF COLOMBO**

**PROCUREMENT NOTICE**

**Supply, Installation, Commissioning and maintenance of lighting System for theatre of  
Sri Palee Campus.  
SPC/NCB/2017/01**

Chairman, Department Procurement Committee (Major), University of Colombo, Colombo 03 invites sealed bids from eligible bidders for Supply, Installation, Commissioning and maintenance of lighting System for theatre of Sri Palee Campus as described below.

1. Bidding will be conducted through the National Competitive Bidding (NCB) procedure.
2. Bidder should have at least five years' experience relevant field in Sri Lanka.
3. Interested eligible bidders may obtain further information from the Assistant Registrar of Sri Palee Campus University of Colombo, and inspect the bidding documents at the Sri Palee Campus from 9.30 a.m. to 2.30 p.m. from 11.12.2017 to 02.01.2018.
4. A complete set of bidding documents in English may be purchased by interested bidders on submission of a written application to the Assistant Registrar, Sri Palee Campus and upon payment of a non-refundable fee of Rs 2,000/-. The documents may be purchased until 2.30 p.m. on 11.12.2017 to 02.01.2018.

Also a complete set of bidding documents in English may be downloaded from the Sri Palee Campus web site ([www.spc.cmb.ac.lk](http://www.spc.cmb.ac.lk)) and submit the bid with the payment receipt for the Non-refundable fee of Rs. 2,000/-. Non- refundable fee can be paid to the Campus Bank Account No. 0000719939 Bank of Ceylon , Horana Branch.

5. Bids must be delivered in duplicate to the address below, on or before 2.30 p.m. on 03.01.2018. Please indicate the **“Supply, Installation, Commissioning and maintenance of lighting System for theatre of Sri Palee Campus – SPC/NCB/2017/01”** on the left corner of the envelop.
6. Pre-bid meeting will be held at 9.00 a.m. on 21.12.2017 in the Layan House, Sri Palee Campus, Wewala, Horana.
7. All bids must be accompanied by a Bid Security as specified in the following Table:

Package No.	Items	Bid Security
01	Supply, Installation, Commissioning and maintenance of lighting System for theatre of Sri Palee Campus	Rupees one hundred thousand only (Rs. 100,000/=)

8. Late bids will be rejected. The bids shall be deposited in the 'Tender Box' available in the Assistant Registrar's Office of the Sri Palee Campus or sent under registered cover to be received before the deadline at the address given below. The bids will be opened at 2.30 p.m. on 03.01.2018, in the presence of the bidders or their authorized representatives who choose to attend the bid opening.

**The Chairman  
Department Procurement Committee (Major)  
Sri Palee Campus  
University of Colombo.  
Wewala,  
Horana.**

**Telephone : 034-2265553, 034-2263617  
Fax : 034-2265553**

## Section I

### Instructions to Bidders

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

#### General

<b>1. Scope of Bid</b>	<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> <p>(a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;</p> <p>(b) if the context so requires, “singular” means “plural” and vice versa; and</p> <p>(c) “day” means calendar day.</p>
<b>2. Source of Funds</b>	<p>2.1 Payments under this contract will be financed by the source specified in the BDS.</p>
<b>3. Ethics, Fraud and Corruption</b>	<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"><li>▪ Parties associated with Procurement Act ions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;</li><li>▪ Officials shall refrain from receiving any personal gain from any Procurement Act ion. 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.</li></ul> <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> <p>(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;</p>

	<p>(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <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, noncompetitive 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>
<b>4. Eligible Bidders</b>	<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 Agency (NPA), 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 NPA, <a href="http://www.npa.gov.lk">www.npa.gov.lk</a> .</p> <p>4.4 Foreign Bidder may submit a bid only if so stated in the in the BDS.</p>
<b>5. Eligible Goods and Related Services</b>	<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 internationally accepted standards.</p>
	<b>Contents of Bidding Documents</b>
<b>6. Sections of Bidding Documents</b>	<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><b>Volume 1</b></p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders (ITB)</li> <li>• Section VI. Conditions of Contract (CC)</li> <li>• Section VIII. Contract Forms</li> </ul> <p><b>Volume 2</b></p> <ul style="list-style-type: none"> <li>• Section II. Bidding Data Sheet (BDS)</li> <li>• Section III. Evaluation and Qualification Criteria</li> <li>• Section IV. Bidding Forms</li> <li>• Section V. Schedule of Requirements</li> <li>• Section VII. Contract Data</li> <li>• Invitation For Bid</li> </ul> <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>
<p><b>7. Clarification of Bidding Documents</b></p>	<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>
<p><b>8. Amendment of Bidding Documents</b></p>	<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 may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2</p>



	<b>Preparation of Bids</b>
<b>9. Cost of Bidding</b>	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.
<b>10. Language of Bid</b>	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.
<b>11. Documents Comprising the Bid</b>	<p>11.1 The Bid shall comprise the following:</p> <p>(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;</p> <p>(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;</p> <p>(c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;</p> <p>(d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and</p> <p>(e) any other document required in the BDS.</p>
<b>12. Bid Submission Form and Price Schedules</b>	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.
<b>13. Alternative Bids</b>	13.1 Alternative bids shall not be considered.
<b>14. Bid Prices and Discounts</b>	<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, 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</p>

	<p>sales and other taxes already paid or payable by the Supplier:</p> <p>(a) on components and raw material used in the manufacture or assembly of goods quoted; or</p> <p>(b) on the previously imported goods of foreign origin.</p> <p>(ii) However, VAT shall not be included in the price but shall be indicated separately;</p> <p>(iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;</p> <p>(iv) the price of other incidental services</p> <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>
<b>15. Currencies of Bid</b>	15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.
<b>16. Documents Establishing the Eligibility of the Bidder</b>	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.
<b>17. Documents Establishing the Conformity of the Goods and Related Services</b>	<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 Purchaser.</p>

<p><b>18. Documents Establishing the Qualifications of the Bidder</b></p>	<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> <p>(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;</p> <p>(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</p> <p>(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</p>
<p><b>19. Period of Validity of Bids</b></p>	<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>
<p><b>20. Bid Security</b></p>	<p>20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, 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 Lanka Rupees, and shall:</p> <p>(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;</p> <p>(b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, <a href="http://www.npa.gov.lk">www.npa.gov.lk</a>.</p> <p>(c) be substantially in accordance with the form included in Section IV, Bidding Forms;</p> <p>(d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;</p> <p>(e) be submitted in its original form; copies will not be accepted;</p> <p>(f) remain valid for the period specified in the BDS.</p>

	<p>20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration 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 or the Bid Securing Declaration executed:</p> <p>(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</p> <p>(b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3</p> <p>(c) if the successful Bidder fails to:</p> <p>(i) sign the Contract in accordance with ITB Clause 42;</p> <p>(ii) furnish a Performance Security in accordance with ITB Clause 43.</p>
<p><b>21. Format and Signing of Bid</b></p>	<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>
	<p style="text-align: center;"><b>Submission and Opening of Bids</b></p>
<p><b>22. Submission, Sealing and Marking of Bids</b></p>	<p>22.1 Bidders may always submit their bids by mail or by hand.</p> <p>(a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in 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>

	<p>(a) Bear the name and address of the Bidder;</p> <p>(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;</p> <p>(c) bear the specific identification of this bidding process as indicated in the BDS; and</p> <p>(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261. 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>
<b>23. Deadline for Submission of Bids</b>	<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>
<b>24. Late Bids</b>	<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>
<b>25. Withdrawal, and Modification of Bids</b>	<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> <p>(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</p> <p>(b) received by the Purchaser prior to the deadline 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>
<b>26. Bid Opening</b>	<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 or Bid-Securing Declaration, 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 Section I 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 or Bid-Securing Declaration. 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>
	<p><b>Evaluation and Comparison of Bids</b></p>
<p><b>27. Confidentiality</b></p>	<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>
<p><b>28. Clarification of Bids</b></p>	<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</p>

	<p>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>
<p><b>29. Responsiveness of Bids</b></p>	<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> <p>(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</p> <p>(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> <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>
<p><b>30. Nonconformities, Errors, and Omissions</b></p>	<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> <p>(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;</p> <p>(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</p>

	<p>(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> <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 or its Bid-Securing Declaration shall be executed.</p>
<b>31. Preliminary Examination of Bids</b>	<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 rejected.</p> <p>(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;  (b) Price Schedules, in accordance with ITB Sub-Clause 12;</p> <p>(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.</p>
<b>32. Examination of Terms and Conditions; Technical Evaluation</b>	<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>
<b>33. Conversion to Single Currency</b>	<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>
<b>34. Domestic Preference</b>	<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>



<p><b>35. Evaluation of Bids</b></p>	<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 a Bid, the Purchaser shall consider the following:</p> <p>(a) the Bid Price as quoted in accordance with clause 14;</p> <p>(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;</p> <p>(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3</p> <p>(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;</p> <p>(e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.</p> <p>35.4 The Purchaser’s evaluation of a bid may require the consideration of other factors, in addition to the factors stated 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>
<p><b>36. Comparison of Bids</b></p>	<p>36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Clause 35.</p>
<p><b>37. Post Qualification of the Bidder</b></p>	<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 shall proceed to the</p>

	next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
<b>38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b>	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.
	<b>Award of Contract</b>
<b>39. Award Criteria</b>	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.
<b>40. Purchaser's Right to Vary Quantities at Time of Award</b>	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.
<b>41. Notification of Award</b>	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. 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. 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.
<b>42. Signing of Contract</b>	42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it. 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
<b>43. Performance Security</b>	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. 43.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. 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.

## Section VI

### Conditions of Contract

<b>1. Definitions</b>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <p>(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.</p> <p>(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.</p> <p>(c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p> <p>(b) "Day" means calendar day.</p> <p>(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.</p> <p>(f) "CC" means the Conditions of Contract.</p> <p>(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.</p> <p>(h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Contract Data.</p> <p>(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.</p> <p>(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.</p> <p>(k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been</p>
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	<p>accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(l) "The Project Site," where applicable, means the place named in the Contract Data.</p>
<b>2. Contract Documents</b>	<p>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.</p>
<b>3. Fraud and Corruption</b>	<p>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:</p> <p>(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;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <p>(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</p> <p>(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.</p>
<b>4. Interpretation</b>	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Entire Agreement</p> <p>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.</p> <p>4.3 Amendment</p> <p>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.</p> <p>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 the validity or enforceability of any other provisions and conditions of the Contract.</p>

<p><b>5. Language</b></p>	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part 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 purposes of interpretation of the Contract, this translation shall govern.</p> <p>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.</p>
<p><b>6. Joint Venture, Consortium or Association</b></p>	<p>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 a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>
<p><b>7. Eligibility</b></p>	<p>7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by 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.</p>
<p><b>8. Notices</b></p>	<p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
<p><b>9. Governing Law</b></p>	<p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.</p>
<p><b>10. Settlement of Disputes</b></p>	<p>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.</p> <p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference 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 commenced 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.</p>

	<p>10.3 Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<b>11. Scope of Supply</b>	11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
<b>12. Delivery and Documents</b>	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 the 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.
<b>13. Supplier's Responsibilities</b>	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.
<b>14. Contract Price</b>	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.
<b>15. Terms of Payment</b>	<p>15.1 The Contract Price, shall be paid as specified in the Contract Data.</p> <p>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 documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p>
<b>16. Taxes and Duties</b>	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.
<b>17. Performance Security</b>	<p>17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.</p> <p>Period of performance security would be 12 months from the date of letter of award.</p> <p>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.</p> <p>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.</p>

	<p>17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations.</p>
<b>18. Copyright</b>	<p>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 materials shall remain vested in such third party.</p>
<b>19. Confidential Information</b>	<p>19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written 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 connection 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 an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19</p> <p>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.</p> <p>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.</p> <p>19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</p>
<b>20. Subcontracting</b>	<p>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.</p> <p>20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.</p>
<b>21. Specifications and Standards</b>	<p>21.1 Technical Specifications and Drawings</p> <p>(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.</p>

	<p>(b) The Supplier shall be entitled 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.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes 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.</p>
<b>22. Packing and Documents</b>	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 Contract.
<b>23. Insurance</b>	23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
<b>24. Transportation</b>	24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
<b>25. Inspections and Tests</b>	<p>25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.</p> <p>25.2 The inspections and tests 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.</p> <p>25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>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.</p> <p>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</p>



	<p>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 inspection impedes the progress of manufacturing 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 Completion Dates and the other obligations so affected.</p> <p>25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.</p> <p>25.8 The Supplier agrees that neither the execution of a 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.</p>
<p><b>26. Liquidated Damages</b></p>	<p>26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all 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 price of the delayed Goods or unperformed Services 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.</p>
<p><b>27. Warranty</b></p>	<p>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.</p> <p>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.</p> <p>27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for Twelve (12) months after the Goods, or any portion</p>

	<p>thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.</p> <p>27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects 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.</p> <p>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.</p> <p>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.</p>
<p><b>28. Patent Indemnity</b></p>	<p>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:</p> <p>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>(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.</p> <p>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 proceedings or claim.</p> <p>28.3 If the Supplier fails to notify the Purchaser within twenty eight (28) days after receipt of such notice that it intends to conduct any such</p>

	<p>proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>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.</p> <p>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, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<b>29. Limitation of Liability</b>	<p>29.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(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 interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(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</p>
<b>30. Change in Laws and Regulations</b>	<p>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 obligations 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.</p>
<b>31. Force Majeure</b>	<p>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.</p>

	<p>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 its origin is 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.</p> <p>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.</p>
<p><b>32. Change Orders and Contract Amendments</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and</li> <li>(d) the Related Services to be provided by the Supplier.</li> </ul> <p>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 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.</p> <p>32.3 Prices to be charged by the Supplier for any Related Services that might be needed 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.</p> <p>32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<p><b>33. Extensions of Time</b></p>	<p>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</p>

	<p>discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>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.</p>
<p><b>34. Termination</b></p>	<p>34.1 Termination for Default</p> <p>(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:</p> <p>(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;</p> <p>(ii) if the Supplier fails to perform any other obligation under the Contract; or</p> <p>(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 or in executing the Contract.</p> <p>(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.</p> <p>34.2 Termination for Insolvency.</p> <p>(a) The Purchaser may at any time terminate the Contract by giving 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</p> <p>34.3 Termination for Convenience.</p> <p>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, 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, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p>

	<p>(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 Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
<b>35. Assignment</b>	<p>35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>

## Section VIII Contract Forms

### 1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) [ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of ..... or corporation and having its principal place of business at [ insert address of Purchaser ] (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 ] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz [insert brief description of Goods and 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 word sand figures, expressed in the Contract currency (ies) ] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings 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) Contract Data

(c) Conditions of Contract

(d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(e) The Supplier’s Bid and original Price Schedules

(f) The Purchaser’s Notification of Award

(g) [Add here any other document(s)]

3. This Contract shall prevail over all other Contract 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 Contract.

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 Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]

in the capacity of [ insert title or other appropriate designation ]

in the presence of [insert identification of official witness]

For and on behalf of the Supplier

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

in the capacity of [ insert title or other appropriate designation ]

in the presence of [ insert identification of official witness]



## 2. Performance Security

[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:-----[Name and Address of Employer] -----

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 ----- Supply of ----- [name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions 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 an 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] ICB 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, [insert legal name and address of issuing agency], have been informed that [insert complete name and 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 conditions 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)]<sup>50</sup> 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(s)].

---

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

# VOLUME 02

## 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.

[Instructions for completing the Bid Data Sheet are provided, as need, in the notes in italics mentioned for the relevant ITB Clauses.]

<b>ITB Clause Reference</b>	A. General
<b>ITB 1.1</b>	The Purchaser is : <b>Sri Palee Campus</b>
<b>ITB 1.1</b>	The name and identification number of the Contract are:  <b>Supply, Installation, Commissioning and maintenance of lighting system for theatre of Sri Palee Campus</b> Relevant software for the above equipment should be supplied.
<b>ITB 2.1</b>	The source of funding is : <b>Government of Sri Lanka</b>
<b>ITB 4.2</b>	Bidder should have 5 year experience in similar works relating to the supply of Stage Lighting System in Sri Lanka and should have offered same brand within the last five years.  Average Annual Turnover should be 5 Million Rupees for last two years.  Bidder should submit following documents: <ul style="list-style-type: none"> <li>• Manufacturer’s Authorization Letter</li> <li>• Audited Financial Statements for last three years</li> </ul>
<b>ITB 4.4</b>	Foreign bidders are not allowed to participate in bidding
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	For clarification of bid purposes only, the Purchaser’s address is:  Attention: Assistant Registrar Address : Sri Palee Campus, University of Colombo, Wewala, Horana.  Telephone : <b>034 2263617</b> Facsimile Number: <b>034 2265553</b>
	C. Preparation of Bids

<b>ITB 11.1 (e)</b>	<p>The Bidder shall submit the following additional documents:</p> <p><b>A complete Company Profile of the bidders including, but not limited to, the following :</b></p> <ul style="list-style-type: none"> <li>• <b>Date of commencing business in Sri Lanka</b></li> <li>• <b>Names of current Directors</b></li> <li>• <b>Annual turnover, assets and liabilities</b></li> <li>• <b>List of clients who use the products</b></li> <li>• <b>Number of staff supporting to proceed the operations in Sri Lanka and their competence.</b></li> <li>• <b>Facilities available for maintenance, support and after sales</b></li> <li>• <b>Past experience in the relevant industry in Sri Lanka.</b></li> <li>• <b>Manufacturer authorization letter (Manufacturer should have at least 05 years' experience in the field) Manufacture authorization for all component of the systems</b></li> </ul>																																																																																																				
<b>ITB 14.3</b>	<p>The Bidders may quote following minimum quantities:</p> <p><b>1. Stage Lighting System</b></p> <table border="1" data-bbox="440 846 1278 2040"> <thead> <tr> <th>No.</th> <th>Item Description</th> <th>Unit</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>600W COOLBEAM 25/50deg Variable beam SPOTLIGHT</td> <td>Nos</td> <td>10</td> </tr> <tr> <td>02</td> <td>650W FRESNEL Spotlight</td> <td>Nos</td> <td>10</td> </tr> <tr> <td>03</td> <td>650W Prisim Convex Spotlight</td> <td>Nos</td> <td>10</td> </tr> <tr> <td>04</td> <td>FOLLOW SPOT – 2000W Halogen</td> <td>No</td> <td>01</td> </tr> <tr> <td>05</td> <td>PAR CAN – 1000W PAR64 Fixture</td> <td>Nos</td> <td>20</td> </tr> <tr> <td>06</td> <td>120W 45deg PAR64 LED PAR CAN</td> <td>Nos</td> <td>06</td> </tr> <tr> <td>07</td> <td>120W 60deg PAR64 LED PAR CAN</td> <td>Nos</td> <td>06</td> </tr> <tr> <td>08</td> <td>500W ASYMMETRICAL FLOOD LIGHT – Single Unit</td> <td>Nos</td> <td>10</td> </tr> <tr> <td>09</td> <td>DMX DISTRIBUTION AMPLIFIER</td> <td>No</td> <td>01</td> </tr> <tr> <td>10</td> <td>24/48 CHANNEL DIGITAL MEMORY AND MANUAL CONTROL CONSOLE</td> <td>No</td> <td>01</td> </tr> <tr> <td>11</td> <td>DIGITAL DIMMER PACK – EACH HAVING 12 Nos. of 3kW DIMMERS</td> <td>Nos</td> <td>03</td> </tr> <tr> <td>12</td> <td>SMOKE MACHINE</td> <td>No</td> <td>01</td> </tr> <tr> <td>13</td> <td>HAZE MACHINE</td> <td>No</td> <td>01</td> </tr> <tr> <td>14</td> <td>STANDS and Cross Bars</td> <td>Nos</td> <td>04</td> </tr> <tr> <td>15</td> <td>HOOK CLAMPS – for all the Light Fixtures and Extra</td> <td>Nos</td> <td>100</td> </tr> <tr> <td>16</td> <td>SAND BAGS</td> <td>Nos</td> <td>08</td> </tr> <tr> <td>17</td> <td>DMX Cable</td> <td></td> <td>Length</td> </tr> <tr> <td>18</td> <td>Colour Filter Sheets – 21” x 48”</td> <td>Nos</td> <td>30</td> </tr> <tr> <td>19</td> <td>GKV 600W 240V lamps</td> <td>Nos</td> <td>08</td> </tr> <tr> <td>20</td> <td>T26 650W 240V Lamps</td> <td>Nos</td> <td>12</td> </tr> <tr> <td>21</td> <td>K1 500W 240V Lamps</td> <td>Nos</td> <td>10</td> </tr> <tr> <td>22</td> <td>CP 62 1kW 240V Lamps</td> <td>Nos</td> <td>18</td> </tr> <tr> <td>23</td> <td>2000W 240V Lamp</td> <td>Nos</td> <td>04</td> </tr> <tr> <td>24</td> <td>Smoke Liquid - 5lt Cans</td> <td>Nos</td> <td>05</td> </tr> </tbody> </table>	No.	Item Description	Unit	Qty	01	600W COOLBEAM 25/50deg Variable beam SPOTLIGHT	Nos	10	02	650W FRESNEL Spotlight	Nos	10	03	650W Prisim Convex Spotlight	Nos	10	04	FOLLOW SPOT – 2000W Halogen	No	01	05	PAR CAN – 1000W PAR64 Fixture	Nos	20	06	120W 45deg PAR64 LED PAR CAN	Nos	06	07	120W 60deg PAR64 LED PAR CAN	Nos	06	08	500W ASYMMETRICAL FLOOD LIGHT – Single Unit	Nos	10	09	DMX DISTRIBUTION AMPLIFIER	No	01	10	24/48 CHANNEL DIGITAL MEMORY AND MANUAL CONTROL CONSOLE	No	01	11	DIGITAL DIMMER PACK – EACH HAVING 12 Nos. of 3kW DIMMERS	Nos	03	12	SMOKE MACHINE	No	01	13	HAZE MACHINE	No	01	14	STANDS and Cross Bars	Nos	04	15	HOOK CLAMPS – for all the Light Fixtures and Extra	Nos	100	16	SAND BAGS	Nos	08	17	DMX Cable		Length	18	Colour Filter Sheets – 21” x 48”	Nos	30	19	GKV 600W 240V lamps	Nos	08	20	T26 650W 240V Lamps	Nos	12	21	K1 500W 240V Lamps	Nos	10	22	CP 62 1kW 240V Lamps	Nos	18	23	2000W 240V Lamp	Nos	04	24	Smoke Liquid - 5lt Cans	Nos	05
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<b>ITB 15</b>	The bidder shall quote the local expenditure in Sri Lankan Rupees.																
<b>ITB17.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>not applicable</b>																
<b>ITB 18.1 (b)</b>	<p>After sales service is : <b>Required</b></p> <p><b>1. Operating and Maintenance Cost</b></p> <p>The bidder should indicate the duty maintenance cost after the warranty period for another period of five years on annual basic as a percentage of quoted bid price or lump sum in the following column it will be added to the bid price and considered at the time of evaluation. If not indicate maintenance cost, bid will be treated as non responsive and rejected</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> <th>Year 4</th> <th>Year 5</th> </tr> </thead> <tbody> <tr> <td>Maintenance cost</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><b>In additional to the above following details are also required</b></p> <ul style="list-style-type: none"> <li>• Number of services offering and their details within the warranty</li> <li>• Number of services offering and their details after the warranty period</li> <li>• Terms and Conditions of any other after sales service facilities</li> <li>• Details of user training</li> <li>• The satisfactory information regarding how, who and when the services, maintenance and repairs shall be done.</li> <li>• Bidder shall provide the satisfactory information regarding how, who and when the services, maintenance and repairs will be done. The bidder shall submit the certificate of assurance to the effect that the manufactory's local agent would support the after sales services if the bidder outsources any item from a third party.</li> </ul> <p>At the time of deciding to award the contract, non availability of details of with regard to the supply capacity and maintenance facility shall be taken in to account by the purchaser to determine to its satisfaction, even if the bidder has submitted lowest evaluated &amp; substantially responsive bid whether bidder is qualified to perform the contract satisfactory.</p>	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Maintenance cost									
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<b>ITB 19.1</b>	The bid shall be valid until: <b>02.04.2018</b>																

<b>ITB 20.1</b>	(a) Bid shall include a Bid Security (issued by any Commercial Bank Operating in Sri Lanka) included in Section IV Bidding Forms
<b>ITB 20.2</b>	The amount of the bid security shall be: <b>Rs. 100,000/-</b> The validity period of the bid security shall be until: 90 days from the date of issuing of Bid Security Beneficiary : "The Rector, Sri Palee Campus"
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.2 (c)</b>	The inner and outer envelopes shall bear the following identification marks:  <b>Supply, Installation, Commissioning and maintenance of lighting System for theatre of Sri Palee Campus - SPC/NCB/2017/01</b>
<b>ITB 23.1</b>	For bid submission purposes, the purchaser's address is:  Attention : <b>Assistant Registrar</b> Address : <b>Sri Palee Campus,</b> <b>University of Colombo,</b> <b>Wewala, Horana.</b>  The deadline for the submission of bids is : Date: <b>03.01.2018</b> Time : <b>2.30 p.m.</b>
<b>ITB 26.1</b>	The Bid Opening shall take place at: Address : <b>Layan House</b> <b>Sri Palee Campus</b> <b>University of Colombo</b> <b>Wewala, Horana.</b>  Date: <b>03.01.2018</b> Time: <b>2.30 p.m.</b>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 34.1</b>	Domestic preference shall not be a bid evaluation factor.
<b>ITB 35.3 (d)</b>	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:  (a) Deviation in Delivery schedule: Option 2 is selected and the adjustment is 0.5% per week or part thereof  (b) Deviation in payment schedule: Not applicable  (c) The cost of major replacement components, mandatory spare parts and service: Not applicable

<b>ITB 35.4</b>	The factors and methodology used for evaluation: Not applicable
<b>ITB 35.5</b>	Bidder do not quote for all items will not be considered. University keep the right to change the quantity of the quoted item. (refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate)



**Section III**  
**Evaluation and Qualification Criteria**

**1. Evaluation Criteria (ITB 35.3 (d))**

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

(a) Delivery schedule

Option 1

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.

Option 2

The goods covered under this invitation are required to be delivered within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Option 3

The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of price per week of variation from the specified delivery schedule.

a) Deviation in payment schedule.

b) Bidders shall state their bid price for the payment schedule outlined in the Contract Data. Bids shall be evaluated on the basis of this base price. Bidders are, however,

permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the Contract Data.

Or

- (ii) The Contract Data stipulate the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the Contract Data, at the rate per annum specified in BDS Sub-Clause 35.3 (d).
- (c) Cost of major replacement components, mandatory spare parts, and service.
- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 17.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only. Add quantities

Or

- (a) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 17.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.
- (d) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 35.3(d)

## 2. Evaluation Criteria (ITB 35.4) - None

## 3. Multiple Contracts (ITB 35.5)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 37.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.6
- (b) take into account:
  - (i) the lowest-evaluated bid for each lot and
  - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

### 3. Post qualification Requirements (ITB 37.2)

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 Bidder’s qualifications.

Qualification Criteria:

- (a) Bids may be submitted by any reputed manufacturer who has a registered business in Sri Lanka or any accredited local agent who takes fullest responsibility for the whole bid. The local agent shall submit evidence of status, obligations, power of attorney and any other documentary evidence that he is duly authorized and eligible to bid on behalf of the manufacturer.
- (b) The bidders should also have previous experience of at least five years in the supply of Conference and Multimedia Projection system sand also technical and financial capability necessary to perform the contract.
- (c) Bids will be rejected as non-responsive if documentary evidence in proof of above has not been provided.
- (d) If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security when required for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive.
- (e) Bidders should posses the Certificate of Business Registration issued by a Governmental Authority/Registrar of Companies/Provincial Registrar of Business in the relevant category.
- (f) Bidders offering goods under their own brand names should provide along with their bids a current certification/s of quality , in conformity with ISO. Bids not complying with this requirement may be treated as no-responsive.

#### 4. Domestic Preference (ITB 34.1)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in Sri Lanka for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) Group A: Bids offering goods manufactured in Sri Lanka, for which (i) labor, raw materials, and components from within Sri Lanka account for more than thirty (30) percent of the price quoted; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) Group B: All other bids

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group B, all Group B bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group B, for the purpose of further comparison only an amount equal to .... % of the bid price.

## Section IV

### Bidding Forms

#### 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:

No.:

To: **Sri Palee Campus**

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:
- b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services

**1. Supply, Installation, Commissioning and maintenance of lighting system for theatre of Sri Palee Campus**

- c) The total price of our Bid without VAT, including any discounts offered is:
- d) The total price of our Bid including VAT, and any discounts offered is:
- e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, 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 4.3;
- (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;

(k) 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.

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

Signed:

In the capacity of

Name:

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## Supply, Installation, Commissioning and Maintenance of Lighting System Price Schedule

No.	DESCRIPTION	UNIT	QTY	All inclusive Unit Price (Excluding VAT) Rs.	All inclusive Total Price (Excluding VAT) Rs.	VAT Rs.	All inclusive Total Price (including VAT) Rs.
01	600W COOLBEAM 25/50deg Variable beam SPOTLIGHT	Nos	10				
02	650W FRESNEL Spotlight	Nos	10				
03	650W Prisim Convex Spotlight	Nos	10				
04	FOLLOW SPOT – 2000W Halogen	No	01				
05	PAR CAN – 1000W PAR64 Fixture	Nos	20				
06	120W 45deg PAR64 LED PAR CAN	Nos	06				
07	120W 60deg PAR64 LED PAR CAN	Nos	06				
08	500W ASYMMETRICAL FLOOD LIGHT – Single Unit	Nos	10				
09	DMX DISTRIBUTION AMPLIFIER	No	01				
10	24/48 CHANNEL DIGITAL MEMORY AND MANUAL CONTROL CONSOLE	No	01				
11	DIGITAL DIMMER PACK – EACH HAVING 12 Nos. of 3kW DIMMERS	Nos	03				
12	SMOKE MACHINE	No	01				
13	HAZE MACHINE	No	01				
14	STANDS and Cross Bars	Nos	04				
15	HOOK CLAMPS – for all the Light Fixtures and Extra	Nos	100				
16	SAND BAGS	Nos	08				
17	DMX Cable	Nos	Length				
18	Colour Filter Sheets – 21" x 48"	Nos	30				
19	GKV 600W 240V lamps	Nos	08				
20	T26 650W 240V Lamps	Nos	12				
21	K1 500W 240V Lamps	Nos	10				
22	CP 62 1kW 240V Lamps	Nos	18				
23	2000W 240V Lamp	Nos	04				

24	Smoke Liquid - 5lt Cans	Nos	05				
25	Haze Liquid - 9lt Cans	Nos	20				
26	Iris Diaphragms (24 leaf) for 600W Coolbeam Spot light	Nos	06				
27	Barndoors (04 leaf) for 650W Fresnal Spot light	Nos	06				
28	Safety Cable	Nos	50				
	<b>Total</b>						

### **Supply, Installation, Commissioning and Maintenance of Lighting System**

Total price without Taxes (in SLR) .....

Total price without Taxes (in words) .....

Vat Registration No: .....

Total Price with VAT: .....

Total Price with VAT (in words) : .....

Warranty for Total Solution : ..... (12 months)

Maintenance Charges as a percentage of cost after the warranty period :

.....

After Sale Service : .....

(Address & facilities of service department, technicians, their qualifications, equipment etc.)

Name of the Authorized person : .....

Signature of the Authorized person : .....

Date : .....



## 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:.....[name and address of Purchaser] 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 of [insert name of Supplier] under Invitation for Bids No. .... [insert IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, 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 an amount of .....[insert amount in figures] .....[insert amount in words]) upon receipt by us of your first demand in writing accompanied 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 Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); 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 Form, if required, or (ii) fails or refuses to furnish the 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) ]

# Bid-Securing Declaration

[The Bidder shall fill in this form in accordance with the instructions indicated in brackets]

Date: .....[insert date by bidder]

Name of contract .....[insert name] Contract Identification No:  
.....[insert number] Invitation for Bid No.: ----- insert number]

To: ----- [insert the name of the Purchaser]

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of three years starting on the latest date set for closing of bids of this bid, if we:
  - (a) withdraw our Bid during the period of bid validity period specified; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
  - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are 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; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed [insert signature(s) of authorized representative] In the Capacity of [insert title]

Name [insert printed or typed name]

Duly authorized to sign the bid for and on behalf of [insert authorizing entity]

Dated on [insert day] day of [insert month], [insert year]

## 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 binding 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.: [insert number of bidding process]

To: [insert complete name of Purchaser]

### WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer'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 Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: [insert title]

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

## Section V

### Schedule of Requirements

#### SPECIFICATIONS FOR STAGE LIGHTING SYSTEM

SPECIFICATION SHEET						
	DESCRIPTION	MINIMUM REQUIREMENTS	QTY	CONFIRMITY TO SPECIFICATION		REMARKS
				Yes	No	
	<b>1</b>	<b>600W COOLBEAM 25/50deg Variable beam SPOTLIGHT</b>			<b>10</b>	
		A 600W Variable Beam Spotlight giving a powerful tighter beam with beam angle between 25 and 50 degrees.				
		Produces much more light output than conventional 1000W similar degree light fixture.				
		Produced with State of Art Technology, optimized for energy efficiency, by use of dichroic glass reflector and computer-designed Crown glass lenses with anti-reflective coating.				
		Easy access for lens cleaning.				
		Bayonet action lamp changing system or simple lamp changes without effecting field settings.				
		Built-in extruded aluminum and die cast house with black epoxy powder coated finish and Stainless Steel Shutters.				
		Shutters in two planes for triangular shutter cut				
		Rear handle for easy positioning.				

	Wide Gate to fit Gobo holder, Glass gobo holder, drop-in Iris, and Rotating Gobo holders.				
	Gate – to be plated steel				
	Light output to have clean distribution, sharp shutter and gobo focus and clean edges.				
	G9.5 lamp holder to fit GKV 600W 240V lamp.				
	1.5m Cable fitted with 13A Plug Top.				
	Safety mesh fitted in front of the Lens				
	Safety bond attachment point for the luminary and accessories.				
	Photometric data should be compatible.				
	<b>25/50 Coolbeam at 25deg</b>				
	@ 4m - approx 5000 Lux – approx. 1.2m dia or better				
	@ 6m - approx 2200 Lux – approx. 2.1m dia or better				
	<b>25/50 Coolbeam at 50deg</b>				
	@ 4m - approx 1500 Lux – approx. 3.5m dia or better				
	@ 6m - approx 600 Lux – approx. 5.0m dia or better				
	Max temp.- 45 deg.				
	Lighting Fixture to be supplied with a Colour Frame & GKV 600W 240V Lamp.				
	CE marking				
	Make				
	Model				

		Country of Origin				
		Warranty – 1 year minimum				
		CE marking.				
		Make				
		Model				
		Country of Origin				
		Warranty – 1 year minimum				
<b>2</b>	<b>650W FRESNEL Spotlight</b>		<b>10</b>			
		A 650W Fresnel Spotlight giving a powerful tighter but wider beam with beam angle between 09 and 55 degrees or better.				
		Focus adjustment by locking screw handle on underside of lamp house to adjust between peaky and flat field distribution				
		Easy access for lens cleaning.				
		Easy access for lamp through drop down lamp tray, secured by quarter turn fastener.				
		Pressure die cast aluminum lamp house finished in black epoxy powder coating finish.				
		Heat resistant borosilicate glass lens mounted in die cast lamp house.				
		GY9.5 lamp holder to fit T26 650W 240V lamp.				
		1.5m Cable fitted with 13A Plug Top.				
		Safety mesh fitted in front of the Lens.				
		Supplied with a Colour Frame				
		Access in front of the fixture to have a Optional Accessory – Four door rotating Barndoor				
		Photometric data should be compatible.				

		<b>650W Fresnel @ 55 deg</b>				
		@ 4m - approx 700 Lux – approx. 4m dia or better				
		@ 6m - approx 300 Lux – approx. 6m dia or better				
		<b>650W Fresnel @ 9 deg</b>				
		@ 4m - approx 4000 Lux – approx. 0.5m dia or better				
		@ 6m - approx 1500 Lux – approx. 0.7m dia or better				
		Max temp.- 45 deg.				
		Lighting Fixture to be supplied with a Colour Frame & T26 650W 240V Lamp.				
		CE marking				
		Make				
		Model				
		Country of Origin				
		Warranty – 1 year minimum				
<b>3</b>		<b>650W Prism Convex Spotlight</b>	<b>10</b>			
		A 650W PC Spotlight giving a powerful tighter but wider beam with beam angle between 09 and 55 degrees or better.				
		Focus adjustment by locking screw handle on underside of lamp house to adjust between peaky and flat field distribution				
		Easy access for lens cleaning.				
		Easy access for lamp through drop down lamp tray, secured by quarter turn fastener.				
		Pressure die cast aluminum lamp house finished in black epoxy powder coating finish.				
		Heat resistant borosilicate glass lens mounted in die cast lamp house.				
		GY9.5 lamp holder to fit T26 650W 240V lamp.				
		1.5m Cable fitted with 13A Plug Top.				
		Safety mesh fitted in front of the Lens.				
		Supplied with a Colour Frame				

		Access in front of the fixture to have a Optional Accessory – Four door rotating Barndoor				
		Photometric data should be compatible.				
		<b>650W PC @ 55 deg</b>				
		@ 4m - approx 500 Lux – approx. 4m dia or better				
		@ 6m - approx 200 Lux – approx. 6m dia or better				
		<b>650W PC @ 9 deg</b>				
		@ 4m - approx 6000 Lux – approx. 0.5m dia or better				
		@ 6m - approx 2500 Lux – approx. 0.7m dia or better				
		Max temp.- 45 deg.				
		Lighting Fixture to be supplied with a Colour Frame & T26 650W 240V Lamp.				
		CE marking.				
		Make				
		Model				
		Country of Origin				
		Warranty – 1 year minimum				
<b>4</b>	<b>FOLLOW SPOT – 2000W Halogen</b>		<b>01</b>			
		A 2000W Halogen Variable Beam Spotlight giving a powerful tighter beam with beam angle between 8 and 22 degrees				
		Double Condenser high performance Zoom Optical Lenses and glass reflector				
		Rotatable Gate with four shutters				
		Supplied with Five Colour Changer.				
		Supplied with Iris Diaphragm.				
		Supplied with Stand.				
		Supplied with CP43 2000W G22 base lamp of reputed manufacturer				
		2m Cable fitted with 13A Plug Top				
		Photometric data should be compatible.				



		<b>Followspot @ 8 deg</b>				
		@ 15m - approx 2100 Lux – 2.1 dia or better				
		@ 20m - approx 1200 Lux – 2.5 dia or better				
		<b>Followspot @ 22 deg</b>				
		@ 10m - approx 2000 Lux – 3.5 dia or better				
		@ 15m - approx 900 Lux – 5.5 dia or better				
		Max temp.- 45 deg.				
		CE marking.				
		Make				
		Model				
		Country of Origin				
		Warranty – 1 year minimum				
<b>5</b>	<b>PAR CAN – 1000W PAR64 Fixture</b>		<b>20</b>			
		PAR 64 1000W long nose Parcan cans made of 1.5mm or more Thick Aluminum				
		32mm Wide Yoke and with yoke lock washer to make certain that once focused it will not Tilt down.				
		The 4 <sup>th</sup> hinge to have spring clip to ensure the safety of the colour frame.				
		Supplied with CP62 Wide / CP61 Medium 1000W 240V lamps of reputed manufacturer				
		1.5m Cable fitted with 13A Plug Top				
		Safety mesh fitted in front of the fixture				
		Supplied with a Square Colour Frame				
		Max temp.- 45 deg.				
		CE marking.				
		Make				
		Model				
		Country of Origin				
		Warranty – 1 year minimum				

<b>6</b>	<b>120W 45deg PAR64 LED PAR CAN</b>		<b>06</b>		
		PAR 64 short nose Parcan cans made of 1.5mm or more Thick Aluminum			
		32mm Wide Yoke and with yoke lock washer to make certain that once focused it will not Tilt down.			
		Voltage: AC 100-240V / 50-60 HZ			
		Power Consumption: 120W			
		LED Unit: 36pcs * 3W LEDs (Red 12 pcs, Green 12 pcs, Blue 12 pcs)			
		Beam Angle: 45 degree			
		DMX Channel: 5 & 6			
		Control: DMX			
		Effects: RGB mixed colour, dimming mode, flash, colour changing, colour fading			
		Dimming: Very smooth Linear Dimming 0 – 100%			
		Cooling System: No fans			
		Working Environment: 20 to 50 deg			
		Net Weight: less than 3.5kg			
		CE grading to be supported by Certificate			
		Make			
		Model			
		Country of Origin			
		Warranty – 1 year minimum			
		Accessories per light fixture to be supplied as follows:			
		Hook Clamp, 13A Plug Top, Safety Cable			
<b>7</b>	<b>120W 60deg PAR64 LED PAR CAN</b>		<b>06</b>		
		PAR 64 short nose Parcan cans made of 1.5mm or more Thick Aluminum			
		32mm Wide Yoke and with yoke lock washer to make certain that once focused it will not Tilt down.			

		Voltage: AC 100-240V / 50-60 HZ				
		Power Consumption: 120W				
		LED Unit: 36pcs * 3W LEDs (Red 12 pcs, Green 12 pcs, Blue 12 pcs)				
		Beam Angle: 60 degree				
		DMX Channel: 5 & 6				
		Control: DMX				
		Effects: RGB mixed colour, dimming mode, flash, colour changing, colour fading				
		Dimming: Very smooth Linear Dimming 0 – 100%				
		Cooling System: No fans				
		Working Environment: 20 to 50 deg				
		Net Weight: less than 3.5kg				
		CE grading to be supported by Certificate				
		Make				
		Model				
		Country of Origin				
		Warranty – 1 year minimum				
		Accessories per light fixture to be supplied as follows:				
		Hook Clamp, 13A Plug Top, Safety Cable				
<b>8</b>		<b>500W ASYMMETRICAL FLOOD LIGHT – Single Unit</b>	<b>10</b>			
		Asymmetrical floodlight giving even lighting to Cyclorama Curtain from the TOP.				
		Pressure die cast zinc alloy end sections common to all luminaries joined by machine threaded screws to pressed sheet steel housing, high temperature stove epoxy powder coat in black.				
		Heat insulated hand knob for Tilt				
		Lamp access through the front of each unit via hinged safety glass or wireguard with positive spring retention clip.				

		Integral safety glass or wireguard mesh in front.				
		R7s Lamp Holder for K1 500W 240V lamps				
		1.5m Cable fitted with 13A Plug Top				
		To have Access in front of the fixture to fit Colour Filter				
		Photometric data should be compatible.				
		@ 3m - approx 700 Lux – or better				
		@ 4m - approx 450 Lux – or better				
		Max temp.- 45 deg.				
		Lighting Fixture – 3 Unit Asymmetrical Flood Light Unit to be supplied with a Colour Frame & K1 500W 240V Lamp.				
		To be supplied with Rosco – Super gel CYC Colour Filter four Colours – Red, Blue, Amber, Green				
		CE marking.				
		Make				
		Model				
		Country of Origin				
		Warranty – 1 year minimum				
<b>9</b>	<b>DMX DISTRIBUTION AMPLIFIER</b>		<b>01</b>			
		Construction: Rigid aluminum alloy extrusion front panel, Chassis made of steel sheet construction				
		Paint/Finish: Black anodized front panel, steel chassis coated with Black epoxy-polyester powder paint				
		Mounting: 19" 1 U Standard rack mounting, detachable mounting brackets				
		Power input: 100~240VAC / 0.8 Amp				
		Frequency: 47Hz ~ 63Hz				
		DMX input: XLR 5-pin Male input & XLR 5-pin Female Loop-Out				
		DMX output: XLR 5-pin Female x 12 Nos				
		Channel Protection: Opto-isolated Input				

		Transient Immunity: Logic high 200V/μs Logic low -500V/μs				
		Input Signal: USITT DMX512				
		Output Signal: USITT DMX512				
		LED Status indicators: RED= Power GREEN=Signal				
		CE LVD directives EN60439-1, EN60439-2, EN60950-1				
		CE EMC directives EN61000-6-3 (superseded EN50081-1:1992) EN61000-6-1 (superseded EN50082-1:1997) EN55014-1; EN55015:2006+A1; IEC 61000-2-2				
		Operation humidity: 5-95% Non-condensing				
		Operation temperature:: 0-40°C				
		CE marking.				
		Make				
		Model				
		Country of Origin				
		Warranty – 1 year minimum				
<b>10</b>	<b>24/48 CHANNEL DIGITAL MEMORY AND MANUAL CONTROL CONSOLE</b>		<b>01</b>			
		<b>General</b>				
		The control console to be a microcomputer based lighting system designed specifically for the control of theatrical and live performance dimming systems				
		<b>Channel Capacity</b>				
		The console to support the processing of up to 1024 dimmers with 24/48 control channels, arranged in either two scenes of manual potentiometers or with expanded control capacity in				

		a single scene configuration				
		Channel Capacity – Expandable to 96 Channels				
		<b>Mechanical</b>				
		The console to consist of a free standing table top console with LED status indicators and an LCD display				
		The Console to consist Factory fitted VCD Card to fit a Standard Computer Monitor				
		The control surface to be constructed of metal panels. The control panels to fit into a folded steel chassis with four rubber feet				
		<b>Electrical</b>				
		The Console to be powered with a low voltage DC supply powered through the use of an independent molded plug.				
		The power supply to be UL, CUL listed and the entire system shall be CE marked				
		The data output connector to be of following				
		02 Nos. DMX: 5-pin XLR - Female (OUT)				
		01 No. DMX: 5-pin XLR –Male (IN)				
		01 No. USB ports				
		01 No. Ethernet (RJ45) port				
		01 No. VGA monitor port				
		<b>Operating Environment</b>				
		The console to be operated under general office level conditions, with a minimum of dust				
		To operate in ambient temperature of 0° - 35°C				
		To operate in relative humidity 10% - 95% (non- condensing)				
		<b>Operational Features</b>				
		The console shall provide the following functions but not be limited to it, and more features are acceptable.				
		The system should be able to link any dimmer or group of dimmers to a single channel. It should set every dimmer				

		with a level (0% to 100%) which shall scale the channel level proportionally to slider-fader.				
		Submaster Storage: capacity 1152 submaster scenes				
		Grand Master and Blackout Switch: the entire system output to be mastered by this potentiometer (slider-fader) and switch				
		Channel Faders: in two scene mode each of the two scenes of 24 control channels to be identified by a channel number and associated potentiometers which operate over the scale of 0 to 10 (Full)				
		<p><u>Mode Selector Switches</u>: select fader operation between Single preset, Two preset and Submaster Mode</p> <p>a) <u>Two preset Mode</u>, the console to be operated in two scene manual preset.</p> <p>b) <u>Single preset mode</u>, the console to provide expanded channel capacity and be operated in two scene manual preset fashion through the use of a preset "<b>Store A</b>" and "Store B" button utilizing all of the system potentiometers.</p> <p>c) <u>Submaster mode</u> all of the potentiometers to perform as fully overlapping scene masters, providing proportional control over a maximum of 1152 recorded scenes (memories or cues). 24 pages of 48 Submasters.</p>				
		Flash Switches: a "bump" button with a LED indicator associated with each channel or scene potentiometer shall be provided to flash channels or scenes to a level set by the flash level potentiometer. These switches shall be instructed to operate in a flash, solo, solo + flash or disengaged (off) fashion. When the console is in record mode, the switches				

		shall be used for rapid recording the total live output into a selected submaster Flash Switches: a "bump" button with a LED indicator associated with each channel or scene potentiometer shall be provided to flash channels or scenes to a level set by the flash level potentiometer. These switches shall be instructed to operate in a flash, solo, solo + flash or disengaged (off).				
		The console to have a special effects hat includes the following features. More effects than what is specified below is accepted.				
		12 FX Stacks				
		Each FX Stack to have 96 steps.				
		FX Stacks to be previewed on System Faders				
		To have Recorded Steps up to 1152				
		Effect type to be Chase, Build, Cycle, Random.				
		Effect direction may be Forward, Reverse, or Bounce				
		Approximately 6 effects to be active simultaneously. The start, stop, fade time, and running speed (step time) of each effect can be controlled individually				
		The type and direction of any active effect to be altered at any time and is immediately effective without altering the pre-recorded status.				
		The fade in and fade out time of each effect is to be set by the FX fade time potentiometer and adjustable from instant (0) to 2 minutes.				
		Individual steps and their contents to be inserted or deleted.				
		To create and edit Scenes and Effects either Live or in a Blind mode				
		Playback Controls: playback of channels to be provided via manual channel faders, memory recorded submasters, the previously described manual scene masters, or through special effects playback.				



		The Preset mode A/B manual split crossfader to have separate incoming and outgoing preset controllers to provide a dipless crossfade between the two manual or manual and hold preset potentiometers. An associated LED bargraph shall individually track the progress of active up and down manual or timed fades				
		The submaster mode A/B manual split crossfader to have separate incoming and outgoing preset controller to provide a dipless crossfade between sequential and/or non sequential recorded submasters				
		The Time fader potentiometers to enable the A/B crossfader perform split timed fades between 0 (manual) and 10 minutes. Timed crossfades to be stopped, paused and continued, manually over-ridden or reversed at any time prior to fade completion				
		Setup and Configuration functions for the console to have the following functions: a) Contrast and backlight control of the LCD display b) Record Enable or Record Lock				
		LCD display to be approximately 4 row by 20 column (80 character) backlit provided to access setup information plus create, preview, and modify recorded scenes and effects.				
		The console to maintain its memory for one month without power (by internal rechargeable batteries.)				
		The console to distinguish between being turned off and loss of power. If switched off a series of diagnostic tests to be run before the desk is operational. After power loss the it to be restored to the same state, including running effects and timed fades.				
		User and field service personnel oriented diagnostic tests and an electronic fault log to be provided in the system.				
		A USB Memory Device to store the entire console memory. The console shall selectively load scenes, effects, patch and				

		setup data.				
		Console to be supplied with Dust Cover, Power Cord, 19" LCD Monitor and Operating Manual.				
		Make:				
		Model:				
		Country of Origin:				
		Country of Manufacture:				
		Warranty – 1 year minimum				
<b>11</b>	<b>DIGITAL DIMMER PACK – EACH HAVING 12 Nos. of 3kW DIMMERS</b>		<b>06</b>			
		<b>GENERAL</b>				
		The Dimmer Packs shall be fully digital, rugged, and designed specifically for entertainment lighting control. Each pack shall have 12 – 13A dimmers.				
		Dimmer Pack output configuration to be Terminal Outlets per each Dimmer.				
		Dimmer Packs shall be CE marked				
		Pack setup to be standard, user friendly and fully user programmable.				
		<b>MECHANICAL</b>				
		The Dimmer Pack to be suitable for wall mounting or rack mounting.				
		The dimmer pack to have main structural chassis, a removable cover to access all components.				
		The front panel to have a integral LED display for Setup and Operator Control				
		The Pack shall be properly treated, primed and finished in fine texture, scratch resistant, powder coat epoxy paint.				
		Dimmer Pack – not exceed, 150mm (H) x 500mm (W) x 500mm (D).				

		Dimmer Pack to weigh less than 20kg				
		Dimmer Pack to be Designed to be fully Portable, Rack Mountable or Stackable (maximum of three in a stack).				
		<b>COOLING AND ENVIRONMENTAL</b>				
		Natural cooling with Fans for cooling				
		Fans to 3 modes: Auto/On/Off				
		To work in ambient temperature of 0C to 35C degrees.				
		To work in environment with a relative humidity of 10-95% and non- condensing.				
		<b>ELECTRICAL</b>				
		All Load terminals to be clearly marked with the pack circuit number.				
		Live, Neutral and Ground to be clearly marked at each respective terminals.				
		Dimmer Pack to work – Three Phase 230/240V 50/60Hz				
		Maximum current of the pack to be 60A for 3 Phase, 180A for Single Phase.				
		Each Dimmer to be protected by a Thermal Magnetic Circuit Breaker with Neutral Disconnection.				
		<b>ELECTRONICS - PHYSICAL</b>				
		The Dimmer Control Electronics to be completely digital and should not have digital analog demultiplexing or analog ramping circuits.				
		Pack Setup should be thru the Front Panel Control and integral LED display.				
		To have LED's for Power Present, Dimmer Control levels.				
		Pack Controller to have One each of Male & Female 5pin XLR Panel Sockets, and DMX connectors are to be opto-isolated from Dimmer Electronics.				
		The Panel Controller to have the following operating functions				

	a) DMX Start Address				
	b) DMX Patch				
	c) Min/Max Level per Dimmer				
	d) Dimmer fade Curve - 5 types: Linear, Normal, Square, Non-Dim, Delay Non-Dim				
	e) Test routines				
	The Dimmer Pack to have LED Display to support the Setup and pack operations, provide system status information as a) DMX Start Address b) DMX OK c) Over Temperature Information				
	Minimum Load per Dimmer Channel - 110W				
	Top Set - adjustable 50% to 100% for each Dimmer Channel				
	Pre-heat - adjustable 0% to 50% for each Dimmer Channel				
	<b>DIMMERS - PHYSICAL</b>				
	Dimmers to be factory wired.				
	One Triac for each Dimmer, rated for the Dimmer Power rating and mounted on a common heat sink.				
	Each Triac to be easily field replaceable.				
	One Torroidal choke for each Dimmer.				
	<b>DIMMERS - ELECTRICAL</b>				
	One Circuit Breaker for each Dimmer, mounted on the front panel.				
	Dimmer Electronics to be Solid State. They to use a single Triac power device for the full load of the circuit.				
	<b>DIMMERS – POWER DEVICES</b>				
	Triac devices shall be full encapsulated with optically isolating firing circuits.				
	The Triac to be of industry standard format that is easily field				

		replaceable without removing any other electrical or electronic devices.				
		<b>DIMMERS - FILTERING</b>				
		Each Dimmer module to have an integral inductive filter to reduce the rate of current rise time resulting from the SCR Switching.				
		The Filter to limit objectionable harmonics, reduce lamp filament sing and limit the radio frequency interference on line and load conductors.				
		Dimmer to have a rise time of 150 micro seconds or more.				
		CE marking.				
		Make				
		Model				
		Country of Origin				
		Country of Manufacture				
		Warranty – 1 year minimum				
<b>12</b>	<b>SMOKE MACHINE</b>		<b>01</b>			
		DMX Control and have DMX In/Out Sockets				
		The DMX Address setting by Dip Switches				
		To have DMX Control on the Output of the Smoke				
		To have 1000W heat exchanger and pump ramping for continuous output and low noise soft start pump				
		To have “DTP” Safety Switch to cut off when on low liquid level				
		To be provided with 3lt fluid capacity or better				
		To have approximately 550 m3/min fog output or better				
		Smoke Liquid should be of Health Safety Certified for use in public areas. Certificate from the Manufacture to be submitted				
		CE marking.				
		Make				

		Model				
		Country of Origin				
		Country of Manufacture				
		Warranty – 1 year minimum				
<b>13</b>	<b>HAZE MACHINE</b>		<b>01</b>			
		DMX Control and have DMX In/Out Sockets				
		The DMX Address setting by Dip Switches				
		To have DMX Control on the Output of the Smoke				
		To have 900W heat exchanger and pump ramping for continuous output and low noise soft start pump				
		Output and Density Level Control				
		Integrated high Velocity fan				
		On-board control panel				
		To keep on Floor.				
		Low fluid sensing				
		To be provided with 3lt fluid capacity				
		To have approximately 2300 m3/min haze output or better				
		Smoke Liquid should be of Health Safety Certified for use in public areas. Certificate from the Manufacture to be submitted				
		CE marking.				
		Make				
		Model				
		Country of Origin				
		Country of Manufacture				
		Warranty – 1 year minimum				
<b>14</b>	<b>STANDS and Cross Bars</b>		<b>04</b>			
		<b>LOCALLY made STANDS and CROSS BARS</b>				
		Load – 40kg or better				

		Fixed Height – 2.1m				
		Construction – made with 48.5mm Outer Diameter Heavy Duty GI Pipes for Vertical Pipe and the Base.				
		Cross Bars too made with same 48.5mm Outer Diameter Heavy Duty GI Pipes and welded Spigot of 150mm.				
		Butterfly Nut on Top of the Vertical Pipe to Tighten the Cross Bar.				
		Zinc Coated or Black Anti-corrosive paint				
<b>15</b>	<b>HOOK CLAMPS – for all the Light Fixtures and Extra</b>		<b>100</b>			
		Stage Hook Clamp to fit 48.5mm Outer Diameter Pipe				
		Butterfly Nut to tighten the Hook Clamp to Pipe				
		Zinc Coated or Black Anti-corrosive paint				
		Make				
		Model				
		Country of Origin				
		Country of Manufacture				
		Warranty – 1 year minimum				
<b>16</b>	<b>SAND BAGS</b>		<b>08</b>			
		Designed in Versatile, so the Sand Bag could be hung or draped over.				
		Approx Dimensions: 250mm x 240mm x 70mm				
		Weight – 15kg				
		Constructed with Reinforced Double Ply Nylon				
		Make				
		Model				
		Country of Origin				
		Country of Manufacture				
		Warranty – 1 year minimum				

17	DMX Cable – Technical Specification	Length			
	Conductor Material - Bare silver plated ultra pure Oxygen free copper wire				
	Insulation Material - XLPE Cross linked polyethylene				
	Cabling - Twisted pair with cotton yarn fillers & paper wrap				
	Heat Shock test - 120deg C x 1 hour – no cracks				
	Test Voltage - 1000 Vdc x 1 minute				
	Conductor Resistance - Ohm/Km <85				
	Capacitance-core to core - pF/m 56 nominal				
	Make				
	Model				
	Country of Origin				
	Country of Manufacture				
	Warranty – 1 year minimum				
	<p><b>Extension Cords of DMX</b></p> <p>The use of the cable as per the above technical specification and Neutrik Connectors only.</p> <p>a. 06 Nos. 5m DMX cable fitted with 5pin XLR Male and Female Connectors</p> <p>b. 06 Nos. 3m DMX cable fitted with 5pin XLR Male and Female Connectors</p> <p>c. 02 Nos. 10m DMX cable fitted with 5pin XLR Male and Female Connectors</p> <p>d. 03 Nos. 3m DMX cable fitted with 5pin XLR Male and 3pin XLR Female Connectors</p> <p>e. 03 Nos. 3m DMX cable fitted with 3pin XLR Male and 5pin XLR Female Connectors</p> <p>f. 06 Nos. 5m DMX cable fitted with 3pin XLR Male and Female Connectors</p>				



		g. 06 Nos. 3m DMX cable fitted with 3pin XLR Male and Female Connectors				
<b>18</b>	<b>Colour Filter Sheets – 21” x 48”</b>		<b>30</b>			
		Professional Colour Filters made for Theater, Television and Film Industry and manufactured to BS3944				
		Primary Red				
		Primary Green				
		Dark Green				
		Moonlight Blue				
		Dark Blue				
		Bright Blue				
		Peacock Blue				
		Medium Amber				
		Dark/Golden Amber				
		Purple				
		Daylight Blue				
		Special Rose Pink				
		Bright Pink				
		Blue Green				
		Straw Tint				
	<b>Additional Spares Lamps</b>					
<b>19</b>	<b>GKV 600W 240V lamps</b>		<b>08</b>			
		600W 240V Lamp				
		LCL - 60.5				
		Average life - 250 hrs				
		Colour Temp - 3200K				

		Lamp Base - G9.5				
		Make				
		Model				
		Country of Manufacture				
<b>20</b>	<b>T26 650W 240V Lamps</b>		<b>12</b>			
		650W 240V Lamp				
		LCL - 46.5				
		Average life - 400 hrs				
		Colour Temp - 3000K				
		Lamp Base - GY9.5				
		Make				
		Model				
		Country of Manufacture				
<b>21</b>	<b>K1 500W 240V Lamps</b>		<b>10</b>			
		500W 240V Lamp - double ended				
		Length - 117.5				
		Average life - 100 hrs				
		Colour Temp - 3000K				
		Lamp Base - R7s				
		Make				
		Model				
		Country of Manufacture				
<b>22</b>	<b>CP 62 1kW 240V Lamps</b>		<b>18</b>			
		1000W 240V Lamp				
		Average life - 300 hrs				
		Colour Temp - 3200K				
		Lamp Base - GX16d				

		Make				
		Model				
		Country of Manufacture				
<b>23</b>	<b>2000W 240V Lamp</b>		<b>04</b>			
		2000W 240V Lamp - suited for the Follow Spot.				
		Average life - 200 hrs				
		Colour Temp - 3200K				
		Lamp Base - to be suited for the follow spot				
		Make				
		Model				
		Country of Manufacture				
<b>24</b>	<b>Smoke Liquid - 5lt Cans</b>		<b>05</b>			
		Oil Base Smoke Liquid				
		Smoke Liquid to be recommended type from the Manufacture of the Smoke Machine.				
		Slow dispersing fluid				
		Safety certificate for indoor use to be submitted				
		Make				
		Model				
		Country of Manufacture				
<b>25</b>	<b>Haze Liquid - 9lt Cans</b>		<b>20</b>			
		Water Base Smoke Liquid				
		Haze Liquid to be recommended type from the Manufacture of the Haze Machine.				
		Safety certificate for indoor use to be submitted				
		Make				
		Model				
		Country of Manufacture				

<b>26</b>	<b>Iris Diaphragms (24 leaf) for 600W Coolbeam Spot light</b>		<b>06</b>			
		Make				
		Model				
		Country of Manufacture				
<b>27</b>	<b>Barndoors (04 leaf) for 650W Fresnal Spot light</b>		<b>06</b>			
		Make				
		Model				
		Country of Manufacture				
<b>28</b>	<b>Safety Cable</b>		<b>50</b>			
		Cable with PVC coating				
		Dia - 4.5mm				
		length - 70cm or better				
		SWL - 10kg				
		Make				
		Model				
		Country of Manufacture				

## Section V

### Schedule of Requirements

Serial No.	Description of Goods	Earliest Delivery	Bidder's offered Delivery Date
01.	Supply, Installation, Commissioning and maintenance of lighting system	3 months ***	

\*\*\* from the Date of Letter of award

**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.

<b>CC 1.1(i)</b>	The Purchaser is: Sri Palee Campus
<b>CC 1.1 (m)</b>	The Project Site(s)/Final Destination(s) is/are: Sri Palee Campus
<b>CC 8.1</b>	For notices, the Purchaser's address shall be: Assistant Registrar  Attention: Assistant Registrar  Address: Sri Palee Campus, University of Colombo, Wewala, Horana.  Telephone: 034-2263617
<b>CC 15.1</b>	CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.
<b>CC 17.1</b>	A Performance Security - 10% Period of performance security would be 12 months from the date of letter of award
<b>CC 26.1</b>	The liquidated damage shall be: 1% of the contract value per week
<b>CC 26.1</b>	The maximum amount of liquidated damages shall be: 10 % of the Contract Value