



**Ministry of Education, Higher Education &
Vocational Education**

**Sri Lanka Institute of Advanced Technological Education
(SLIATE)**

Bidding Document

BID NO: SLIATE/Proc/Computers/2026

**Supply, Delivery, Installation and Commissioning
of Branded Desktop Computers for SLIATE
Stage 01**

Director General,
Sri Lanka Institute of advanced Technological Education,
No.53 A,
Waidya Road,
Dehiwala.
Tel: 112 691 307
Fax: 112 691 632



**Democratic Socialist Republic of Sri Lanka
Ministry of Education, Higher Education and
Vocational Education**

**Sri Lanka Institute of Advanced Technological Education
(SLIATE)**



INVITATION FOR BIDS (IFB)

Supply, Delivery, Installation and Commissioning of Branded Desktop Computers for SLIATE

IFB No: SLIATE/PROC/COMPUTERS/2026

1. The Chairman, Departmental Procurement Committee (DPC), Sri Lanka Institute of Advanced Technological Education (SLIATE), No. 53A, Waidya Road, Dehiwala, invites sealed bids from eligible and qualified bidders established in Sri Lanka who are capable of supplying, delivering, installing, and commissioning 500 Nos. of branded Desktop Computers for the following Advanced Technological Institutes (ATIs). The procurement consists of two (02) specifications. (lots).

1.1 Lot 1 (1 specification) – 60 Desktop Computers

The specifications should be sufficient and capable enough for the HND Engineering students who are required to learn design/modelling related software like AutoCAD, Revit, and Solid Works etc.

ATIs – ATI Galle, ATI Colombo and ATI Jaffna.

1.2 Lot 2 (2 specification) – 440 Desktop Computers

Desktop Computers that replace the existing outdated computers at the labs/Workshop for the use of other courses taught at ATIs in general and for the administrative functions.

ATIs – ATI Galle, ATI Gampaha, ATI Kandy, ATI Kurunegala, ATI Kegalle, ATI Tangalle, ATI Jaffna, ATI Badulla, ATI Batticaloa, ATI Samanthurai, ATI Trincomalee, ATI Rathnapura, ATI Vavuniya, ATI Colombo, ATI Ampara, ATI Anuradhapura, ATI Dehiwala & SLIATE Head Office,

2. Bidding will be conducted through National Competitive Bidding. (NCB)
3. Bidder will be selected in accordance with the procedures set out in the Government Procurement Guidelines by selecting the substantially responsive lowest evaluated bidder.
4. The prospective bidders may obtain further information from Head of the Procurement Division, SLIATE, No.53A, Waidya Road, Dehiwala on 011-2734702, 112 691 307 ext. 233/235 during working days, from 9.00 a.m. to 3.00 p.m. Bid documents can be inspected free of charge at the Procurement Division, SLIATE, No.53A, Waidya Road, Dehiwala from 11.05.2026 to 03.06.2026. (Bid documents will not be issued on the 19th, 20th, and 21st of May 2026, as the SLIATE diploma awarding ceremony will be held on those working days)
5. The Bidder shall meet the following minimum qualifications /criteria to be eligible for the award of contract. The additional details are provided in the Bidding Document.
 - a. The Bidder should have minimum of five years' experience in selling (Computers and Peripherals) in Sri Lanka. Document evidence should be provided.
 - b. The Bidder should provide copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written Power of Attorney/Board Resolution of the signatory of the bid to commit the bidder.
 - c. The bidder should provide an OEM (Original Equipment Manufacturer) authorizing the bidder to, sell installing and commissioning the product and comprehensive onsite manufacturer authorized warranty for 36 months, from the date of commissioning (labour and parts) and transportation.
 - d. The bidder should agree to enter into a service and maintenance agreement for another two years after the comprehensive onsite manufacturer authorized period of warranty for 36 months as mentioned in the 'C' above.
 - e. Bidder's registration under the provisions of Public **Contract Act No 03 of 1987** is required.
 - f. Bidder should have adequate capacity to supply of 500 Branded Desktop Computers. Preferred period of delivery of items is 12 weeks from the date of signing of the contract agreement and bidders should clearly mention no. of weeks of delivery to end locations.

- g. The bidder should have proven experience in supplying, installation and commissioning of at least **one (01) Projects over 300 computers** during **last 10 years** (copies of Purchase Orders should be submitted as proof documents. If proof documents are not submitted, bid will be considered as non-responsive).
 - h. The bidder should have an average annual turnover of at least Rs.150 Million or above for a period of last 3 years. (Documentary evidence should be submitted).
 - i. The bidder should possess a minimum of Rs. 50 Million net liquid assets (Current assets – Inventory – Current Liabilities) or credit facilities for this project (Documentary evidence should be submitted).
 - j. The bidder should submit the certified copies of Audited Financial Statements (Financial Performance, Financial Position, Cash Flow, changes in equity statement & Notes) of the company for the last 3 years.
 - k. Bidder or its parent company or it's subsidiary should have an island wide on-site maintenance and support system. Details of the nearest contact point to each ATI location must be provided. The List of ATIs has been attached to the bidding document.
 - l. Information should be disclosed, regarding any litigation, current or during the last ten (10) years, in which the bidder is involved, the parties concerned, and disputed amount.
 - m. The bidder or its subsidiaries or affiliated companies should have not been blacklisted by any government institution during the past 10 years.
 - n. The bidder shall propose products from an Original Equipment Manufacturer (OEM) brand that has been continuously established in the global market for at least fifteen (15) years. Rebranded or white-label products marketed under third-party brand names will not be accepted.
6. A complete set of Bidding Document in English language may be purchased by interested bidders on a submission of a written request to the Accountant, Finance Division, SLIATE, No.53A, Waidya Road, Dehiwala during working days between 9.00 a.m. and 3.00 p.m. from 11.05.2026 to 02.06.2026, upon the payment of a non-refundable fee of LKR 35,000/=.The method of payment will be incash.

7. The Pre-bid meeting will be held on 25.05.2026 at 11.00 a.m. at the Auditorium, Sri Lanka Institute of Advanced Technological Education (SLIATE), No, 53A, Waidya Road, Dehiwala
Tel No 0112691307, 0112734702.
8. Bids shall be delivered in duplicate to the tender box at Director General's Office, SLIATE, No.53A, Waidya Road, Dehiwala addressing, Director General, Sri Lanka Institute of Advanced Technological Education, No. 53A, Waidya Road, Dehiwala on or before 03.06.2026 at 2.00 p.m. Bids will be opened soon after the closing time for receiving bids, in the presence of the bidders or their representatives. Late bids will be rejected. Bids should be valid up to 19.08.2026 from the deadline for submission of bids.
9. The name of the Contract and the IFB Number should be stated on the top left-hand corner of the bid envelope. All bids shall be accompanied by a Bid Security issued by any licensed commercial bank operating in Sri Lanka, in the amount specified below. The validity period of the Bid Security shall be up to 16.09.2026 from the deadline for submission of bids.

Notes – Interested bidders may submit bids for both lots or for a single lot. The bids shall be evaluated separately for each lot.

Bid Security Details

S/No	Specification	Description	Bid Security Amounts
01	Lot 1 (Specification 1)	60 Desktop Computers (Engineering / Design & Modelling use)	Rs.840,000.00
02	Lot 2 (Specification 2)	440 Desktop Computers (General labs / administrative use)	Rs.3,080,000.00
03	Lot 1&2 (Specifications 1&2)	Combined bid for Specification 1 and Specification 2 (Total 500 Nos. of Desktop Computers)	Rs.3,920,000.00

Chairman,
 Departmental Procurement Committee,
 Sri Lanka Institute of Advanced Technological Education
 No. 53A, Waidya Road, Dehiwala

Section I
INSTRUCTIONS TO BIDDERS (ITB)
A - General

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

1. SCOPE OF BID

1.1 The purchaser indicated in the Bidding Data Sheet (BDS) issues this Bidding document for the supply of goods and related services 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 BDS.

1.2 Throughout these Bidding Document:

- (a) The term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt.
- (b) If the context so requires, “Singular” means “Plural” and vice versa; and
- (c) “Day” means calendar day.

2. SOURCE OF FUNDS

2.1 Payments under this contract will be financed by the source as specified in the BDS in Section II.

3. ETHICS, FRAUD, AND CORRUPTION

3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by the National Procurement Agency:

- Parties associated with procurement actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process, if found offering any gift or inducement, which may have an effect of influencing a decision or impairing the objectivity of an official;

- 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;
- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public officials in the procurement process or in contract execution;
 - b) “fraudulent practice” means misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - 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
 - 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.
- 3.3 If the Purchaser found any unethical practices as stipulated under ITB clause, 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.

4. Eligible Bidders

- 4.1 All bidders should possess legal rights to supply the Goods under this contract.
- 4.2 A Bidder should 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:
- (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
 - (b) Submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

- 4.3 A Bidder that is under a declaration of ineligibility by the Government of Sri Lanka (GOSL) at the date of submission of bids or at the date of contract award shall be disqualified.
- 4.4 Foreign Bidder may submit a bid only if so stated in the BDS
- 4.5 Local companies bidding for these tender or local partners of foreign companies bidding for this tender should be registered under the Public Contract Act, No. 03 of 1987.

5. Eligible Goods and Related Services

- 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 should be complied with other internationally accepted standards.

All bidders should include the following information and documents with their bids unless otherwise stated in the BDS.

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written **Power of Attorney/ Board Resolution** of the signatory of the bid to commit the bidder.
- (b) Total monetary value of related **products/service performed for each of the last five (05) years.**
- (c) Report on the financial standing of the bidder, such as profit and loss statements and **Certified Auditor's report for the last three (03) years.**
- (d) Evidence of **adequacy of working capital** for this contract (access to line(s) of credit and availability of other financial resources)
- (e) Information regarding any **litigation, current or during the last ten (10) years**, in which the bidder is involved, the parties concerned, and disputed amount.

B - Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consists of two volumes, which include all the sections Indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Volume I

Invitation for Bid

Section I	-	Instructions to Bidders (ITB)
Section VI	-	General Conditions of Contract
Section VII	-	Contract Forms

Volume 2

Section II	-	Bidding Data Sheet (BDS)
Section III	-	Evaluation & Qualification Criteria
Section IV	-	Bidding Forms
Section V	-	Schedule of Requirements
Section VII	-	Contract Data

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.

7. Clarification of Bidding Documents

7.1 A Prospective Bidder requesting any clarification of the Bidding Documents including the restrictiveness of specifications can 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.

7.2 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.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall form a part of the Bidding Documents and shall be communicated in writing to all those who have purchased the Bidding Documents.
- 8.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at his discretion, extend the deadline for the submission of bids, pursuant to ITB. Sub Clause – 23.2

C - Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Purchaser shall not be responsible or liable for those costs.

10. Language of Bid

10.1 The bid, all correspondence and documents relating to the Bid (including supporting documents, printed brochures and literature etc.) exchanged by the Bidder and the Purchaser shall be in English Language.

11. Documents Comprising of Bid

11.1 The **Bid shall comprise** of the following:

- (a) **Bid Submission Form and applicable price schedules**, in accordance with ITB clauses 12, 13 and 15,
- (b) **Bid Security** in accordance with ITB clause 20,
- (c) **Documentary evidence as per requirements** in ITB clauses 18 and 29 that the **Goods and Related Services conform** to the Bidding Documents.
- (d) **Documentary evidence** in accordance with ITB clause 18, which confirm the **Bidder's qualifications to perform the contract** provided that his bid is accepted.
and
- (e) Other documents, if any, as required by the BDS

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed **without any alterations** to its format, and **no substitutes shall be accepted**. All blank spaces should be filled in with the information requested.

13. Bid Prices and Discounts

- 13.1 The **Bidder should indicate on the Price Schedule the unit prices and total bid prices** of the goods it proposes to supply under the Contract.
- 13.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, if a Bidder wishes to offer discount as a lot, the Bidder may do so by indicating such amounts appropriately.
- 13.3 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 should specify the applicable price reduction separately.
- 13.4 (i) Prices indicated in the Price Schedule should include all duties and sales and other taxes already paid or payable by the Supplier.
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
 - (b) on the previously imported goods of foreign origin
- (ii) However, **VAT should not be included in the price** but must be indicated separately;
- (iii) The **price for inland transportation, insurance and other related services** to deliver the goods to their final destination;
- (iv) The price of other incidental services
- 13.5 The Prices quoted by the Bidder should 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.
- 13.6 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.

14. Alternative Bids

14.1 Alternative bids shall **not be considered**.

15. Currencies of Bid

15.1 Unless otherwise specified in the BDS, the **Bidder should quote in Sri Lankan Rupees** and payment should be made only in Sri Lankan Rupees.

16. Documents Establishing the Eligibility of the Bidder

16.1 Bidder **should complete the Bid Submission Forms** in Section IV of the Bidding Documents to confirm his eligibility as per ITB Clause 4.

17. Documents Establishing the Conformity of the Goods and Related Services

17.1 The Bidder should furnish documentary evidence establishing that the Goods conform to the technical specifications and standards specified in Section V Schedule of Requirements.

17.2 The documentary evidence in the form of literature, drawings, data etc. shall consist of details, item-by-item description (as indicated in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods & Related Services to the technical specifications.

17.3 The Bidder should also furnish a detailed list including quantities, available sources and current prices of spare parts, accessories, special tools etc. necessary for the proper and continuing functions of the Goods during the period, if specified in the BDS from the commencement of the use of the Goods by the Purchaser.

18. Documents Establishing the Qualifications of the Bidder

18.1 The **documentary evidence of the Bidder's Qualifications** to perform the contract if his bid is accepted, shall establish to the Purchaser's satisfaction;

(a) A Bidder that does not manufacture or produce the Goods he offers to supply should submit the **Manufacturer's Authorization** using the form in Section IV, Bidding Forms to demonstrate that he has been duly authorized by the manufacturer or producer of the Goods to supply the Goods.

- (b) That, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the supplier's maintenance, repair and spare parts stocking obligations prescribed in the conditions of contract and/or Technical Specifications; and
- (c) That the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

19. Validity Period of Bids

19.1 Bids should remain valid until the date specified in the BDS. **A bid valid for a shorter period than the date specified in the BDS will be rejected by the Purchaser as non-responsive.**

19.2 In exceptional circumstances, prior to the expiration of the bid validity dates, the Purchaser may request bidders to extend the period of validity of their bids. Such requests and the responses shall be made in writing. The Bid Security requested in accordance with ITB, Clause 20, shall also be extended for corresponding period. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder granting the request will not be required or permitted to modify his bid.

20. Bid Security

20.1 The Bidder should furnish as part of its bid, a Bid Security, as specified in the BDS.

20.2 The Bid Security as specified in the BDS and denominated in Sri Lankan Rupees, and shall as specified in the Section II BDS.

- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) be substantially in accordance with the form included in Section IV, Bid Guarantee Form (Bid Security Form)
- (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) Remain valid for the period specified in the BDS.

- 20.3 Any bid which is **not accompanied by a substantially responsive Bid Security** in accordance with ITB Sub-Clause 20.1 and 20.2 **may be rejected** by the Purchaser as non-responsive.
- 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.
- 20.5 The Bid Security may be forfeited,
- (a) If a Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
 - (b) If a Bidder does not agree to the correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
 - (c) If the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB Clause 42;
 - (ii) Furnish a Performance Security in accordance with ITB Clause 43.

21. Formats and Signing of Bid

- 21.1 The Bidder should 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 should 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.
- 21.2 The original and the copy of the bid should be typed or written in indelible ink and should be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 Any interlineations, erasures, or overwriting will be valid only if they are signed or initialed by the person authorized to sign the bid.

D - Submission and Opening of Bids

22. Submission, Sealing and Marking Bid

22.1 Bidders may submit their bids by hand only.

- (a) Bidders Submitting bids by hand should enclose the original and the copy of the bid in separate sealed envelopes duly marked as “Original” and “Duplicate Copy”. Both these envelopes (Original & Copy) should be enclosed in one single envelope.

22.2 The inner and outer envelopes should.

- (a) bear the name and address of the Bidder,
- (b) be addressed to the Purchaser as per address given in the BDS,
- (c) bear the specific identification of the bidding process as specified in the BDS

If all envelopes containing bidding documents are not sealed and marked as instructed the Purchaser will not bear responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

23.1 The Purchaser at the address must receive bids before the deadline for submission of bids as specified in the BDS.

23.2 The Purchaser may at his 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 will thereafter subject to the deadline as extended.

24. Late Bids

24.1 Purchaser shall not consider any bid received after the deadline for submission of bids, in terms of ITB Clause 23. Any bid so received after the deadline for submission of bids shall be declared late, rejected, and returned unopened, to the Bidder.

25. Withdrawal and Modification of Bids

25.1 A Bidder may withdraw, or modify his bid after it has been submitted, by making a written notice in terms of ITB Clause 22, duly signed by an authorized representative, and should include a copy of the authorization as per ITB sub-Clause 21.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be;

(a) Submitted in accordance with ITB Clauses 21 and 22 and in addition, the Respective envelopes should be clearly marked “Withdrawal” or “modification” and

(b) Received by the Purchaser prior to the deadline prescribed, for submission of Bids, in accordance with ITB Clause 23.

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 ITB Sub-Clause 40.1

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.

26. Bid Opening

26.1 The Purchaser will conduct the bid opening in public at the address, date and time **specified in the BDS.**

26.2 First, envelopes marked “WITHDRAWAL” will 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.

- 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 discount 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-Clause 24.1.
- 26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum; the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

E - Evaluation and Comparison of Bids

27. Confidentiality

- 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 who are not officially concerned with such process until publication of the Contract Award.
- 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 his Bid.
- 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.

28. Clarification of Bids

- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at his discretion, request any Bidder for a clarification of his Bid. Any clarification submitted by a **Bidder** in respect to his Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 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:

- (a) Effects in any substantial way the scope, quality or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) If rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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.

30. Nonconformities, Errors, and Omissions

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.

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 his Bid.

30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (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 shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, his Bid shall be disqualified and his Bid Security shall be forfeited.

31. Preliminary Examination of Bids

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.

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.

(a) Bid Submission Form, in accordance with ITB Sub Clause 12.1:

(b) Price Schedules, in accordance with ITB Sub-Clause 12;

(c) Bid Security in accordance with ITB Clause 20.

32. Examinations of Terms and Conditions; Technical Evaluation

32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the **Bidder without any material deviation or reservation has accepted the Bidding Data**

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.

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.

33. Conversion to Single Currency

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 into 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.

34. Evaluation of Bids

34.1 The Purchaser shall evaluate each bid that has been determined to be substantially responsive up to this stage of the evaluation.

34.2 The Purchaser shall use all the factors, methodologies and criteria defined in this ITB Clause 34 in the evaluation of bids received.

34.3 The Purchaser shall consider the following in the evaluation of bids.

(a) Bid price as quoted in accordance with Clause 14 of the ITB.

(b) Correction of arithmetical errors in terms of Sub-Clause 30.3 of the ITB.

(c) Price adjustment due to discounts offered in accordance with Sub-Clauses 14.2 and 14.3 of the ITB.

(d) Adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III – Evaluation and Qualification Criteria.

(e) Adjustments due to the application of Domestic Preference as specified in the Clause 34 of the ITB only if applicable

34.4 Evaluation of a bid by the Purchaser may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 34.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Goods and Related Services. The impact of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

34.5 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.

35. Comparison of Bids

35.1 The Purchaser shall compare all substantially responsive technical bids to determine the lowest financial bid, in accordance with ITB Clause 34.

36. Post Qualification of the Bidder

36.1 The Purchaser shall determine whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid is qualified to perform the contract satisfactorily.

36.2 The determination shall be based on examination of the documentary evidence of the Bidder's qualifications (Submitted by the Bidder) in terms of ITB Clause 18.

36.3 An affirmative determination shall be a pre-requisite for the 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 next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

37. Purchaser's right to accept any Bid and to reject any or all Bids.

37.1 The Purchase 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 any liability to Bidders thereupon.

F-Award of Contract

38. Award Criteria

38.1 The Purchaser shall award the contract to the lowest evaluated substantially responsive Bidder as the Bidder, who is determined to be qualified to perform the contract satisfactorily.

39. Purchases right to vary Quantities at time of award

39.1 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 the 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 price or other terms and conditions of the bid and the bidding documents.

40. Notification of Award

40.1 The Purchaser shall notify the successful Bidder, in writing, prior to the expiration of the period of bid validity, that his bid is accepted.

40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding contract.

40.3 Until submission of the signed contract Forms and Performance Security in terms of ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and discharge his bid security as per clause 20.4 of the ITB.

41. Signing of Contract

41.1 Within seven (7) days after the notification, the Purchaser shall complete the Agreement, and inform the successful bidder to sign it.

41.2 Within seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

42. Performance Security

42.1 The successful Bidder shall furnish the Performance Security, within fourteen (14) days of the receipt of notification of award from the Purchaser, in terms of Sub-Clause 17.1 of the GCC, using the Performance Security Form included in Section VIII (Contract Forms). The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful Bidders in accordance with ITB Sub-Clause 20.4

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the contract shall constitute sufficient grounds for the amendment of the award and forfeiture of the Bid Security. In the event, the Purchaser may award the contract to the next lowest evaluated substantially responsive Bidder.

Director General,
Sri Lanka Institute of Advanced Technological Education
No. 53A, Waidya Road, Dehiwala
Colombo 10

Section II

Bid Data Sheet (BDS)

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

ITB Clause Reference	A. General	
ITB 1.1	The Purchaser	Sri Lanka Institute of Advanced Technological Education
ITB 1.1	Identification number of contract Lots comprising this procurement are	SLIATE/PROC./Computers/2026 Two Lots
ITB 2.1	The source funding	Government of Sri Lanka (GOSL)
ITB 4.4	Foreign Bidders	Not Allowed.
B. Contents of Bidding Documents		
ITB 7.1	Attention Address Telephone Fax number Electronic mail address	For <u>Clarification of bid purposes</u> only, Head of the Procurement Division Procurement Division No.53A, Waidya Road, Dehiwala 0112734702 / 0112691307 0112691632 Procurement @sliate.ac.lk

C. Preparation of Bids

ITB 11.1 (e)

The Bidder should submit the following additional documents

- a. Bidder should have adequate capacity to supply of 500 Branded Desktop Computers. Preferred period of delivery of items is 12 weeks from the date of signing of the contract agreement and bidders should clearly mention no. of weeks of delivery to end locations.
- b. The Bidder should have minimum of five years' experience in selling (Computers and Peripherals) in Sri Lanka. Document evidence should be provided.
- c. The bidder should provide an OEM (Original Equipment Manufacturer) authorizing the bidder to, sell installing and commissioning the product and comprehensive onsite manufacturer authorized warranty for 36 months, from the date of commissioning (labour and parts) and transportation.
- d. The bidder should agree to enter into a service and maintenance agreement for another two years after the comprehensive onsite manufacturer authorized period of warranty for 36 months as mentioned in the 'C' above.
- e. Bidder's registration under the provisions of Public **Contract Act No 03 of 1987** is required.
- f. Bidder should have adequate capacity to supply of 500 Branded Desktop Computer. Preferred period of delivery of items is 12 weeks from the date of signing of the contract agreement and bidders should clearly mention no. of weeks of delivery to end locations.

- | | | |
|--|--|---|
| | | <p>g. The bidder should have proven experience in supplying, installation and commissioning of at least one (01) Projects over 300 computers during last 10 years (copies of Purchase Orders should be submitted as proof documents. If proof documents are not submitted, bid will be considered as non-responsive).</p> <p>h. The bidder should have an average annual turnover of at least Rs.150 Million or above for a period of last 3 years. (Documentary evidence should be submitted).</p> <p>i. The bidder should possess a minimum of Rs. 50 Million net liquid assets (Current assets – Inventory – Current Liabilities) or credit facilities for this project (Documentary evidence should be submitted).</p> <p>j. The bidder should submit the certified copies of Audited Financial Statements (Financial Performance, Financial Position, Cash Flow, changes in equity statement & Notes) of the company for the last 3 years.</p> <p>a. Bidder or its parent company or it's subsidiary should have an island wide on-site maintenance and support system. Details of the nearest contact point to each ATI location must be provided. The List of ATIs has been attached to the bidding document.</p> <p>k. Information should be disclosed, regarding any litigation, current or during the last ten (10) years, in which the bidder is involved, the parties concerned, and disputed amount.</p> |
|--|--|---|

		1. The bidder or its subsidiaries or affiliated companies should have not been blacklisted by any government institution during the past 10 years.
ITB 13.3	The bidders may quote following minimum quantities	Bidders must provide documentary evidence to ensure that the equipment's and services proposed in the bid complied fully with the minimum volumes, performance, throughput and availability requirements stated in the schedule of requirements (Section V).
ITB 13.4	Tax Exemptions	Not Applicable
ITB 15.1	Currencies of Bid	Sri Lankan Rupees
ITB 17.3	Goods are expected to be functioning	From the date of Installation
ITB 18.1 (b)	After sales service	Required as per details specified in the schedule of requirements.
ITB 19.1	Bid validity	Bid validity period shall remain up to 19/08/2026 from the bid closing date.
ITB 20.1	Bid Security	The Bidder should provide: Bid security in the form of bank guarantee (as per the format given in the bidding Documents) issued by any licensed commercial bank operating in Sri Lanka. Bid security shall be issued in favor of; Director General, Sri Lanka Institute of Advanced Technological Education,
ITB 20.2	The amounts of the Bid Security The validity period of the bid security	Bid Security shall be - Lot 1 – LKR 840,000.00 Lot 2 – LKR 3,080,000.00 Lot 1&2 - LKR 3,920,000.00 Bid security shall remain up to 16/09/2026 from the bid closing date.

ITB 22.2	<p>The purchaser address for the bid submission</p> <p>For identification of the bid the envelop should indicate</p>	<p>Director General Sri Lanka Institute of Advanced Technological Education, No. 53A, Waidya Road, Dehiwala</p> <p>Supply, Delivery, commissioning and Installation of Branded Desktop Computers, and Uninterrupted Power Supply Units for SLIATE</p>
ITB 23.1	Deadline for submission of bid	03/06/2026 at 2.00 p.m.
ITB 26.1	Bid Opening	<p>The bid opening shall take place at:</p> <p>SLIATE, (Auditorium), No.53A, WaidyaRoad, Dehiwala (Head Office)</p> <p>The bids will be opened immediately after the deadline for submission of bids on 03/06/2026 at 2.00 p.m.</p>
E. Evaluation and Comparison of Bids		
ITB 34.1	The following factors and methodology will be used for evaluation	<p>Domestic Preference shall be evaluation factor.</p> <p>Refer to Section III</p>

Section III

Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders and BDS. It contains the criteria that the Purchaser uses to evaluate a bid and **determine whether a Bidder has the required qualifications.**

In addition, **qualified bidders** will be evaluated on the following criteria.

- a. Substantial responsiveness to the **technical specifications** and all other bidding conditions.
- b. Substantially responsive to the **mandatory items** in the specifications.
- c. Substantially responsive to the **delivery schedule**. The contract should be completed within **12 weeks** from the signing of the contract.
- d. After the comprehensive onsite manufacturer authorized period of warranty for 36 months, the bidders should agree to enter into a service and maintenance agreement for another two years.

Preferred period of delivery is 12 weeks, the bidder should clearly have mentioned number of weeks of delivery to end locations.

Post qualification Requirements (ITB 36)

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 following requirements.

(a) Financial Capability

- (i) The bidder should have an average annual turnover of at least Rs. **150 Million** or above for a period of last **3 years**. Audited accounts for the said period should be submitted to substantiate this requirement.
- (ii) The bidder should possess a minimum of Rs. **50 Million** net liquid assets (Current assets – Inventory – Current Liabilities) and or / credit facilities for this project (documentary evidence should be submitted).

- (iii) The bidder or the lead party in case of a joint venture which participate in this bid should submit the certified copies of audited accounts (profit & loss Account & balance sheet only) of the company for the last **3 years**.

(b) Experience and Technical Capability

- I. The Bidder must be a company registered in Sri Lanka for a period of more than 10 years. In the event that the Bid is forwarded by the Manufacturer, a local agent having a business registration in Sri Lanka for more than 5 years must be appointed as the local agent.
- II. The bidder should have proven experience in supplying installation and commissioning of at least **one (01) Projects over 300 computers** during **last 10 years** (copies of Purchase Orders should submit as proof documents. If proof documents are not attached purchaser will consider the bid as non-responsive.)
- III. Bidder or its parent company or subsidiary shall have an island-wide on-site maintenance and support system, and shall provide details of the nearest service contact point for each ATI location as per the attached ATI list (Pages 52/53).
- IV. The bids shall be evaluated separately for each lot.

Section IV
Bidding Forms

BID SUBMISSION FORM

(The bidder should 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: 2026/..... /

No: SLIATE/PROC./.....

To: **Director General**
Sri Lanka Institute of Advanced Technological Education
No. 53A, Waidya Road, Dehiwala

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No (insert the number and issuing date of each Addenda);
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services,
- (c) The total price of our Bid without taxes, including any discounts offered is (state in words & figures)
- (d) The total price of our Bid including taxes, and any discounts offered is:(state in words & figures)
- (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 42 and GCC 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 Government of Sri Lanka.
- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed :.....

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

In the capacity of.....

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

Name:

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

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

[insert complete name of Bidder]

Dated on day of,

[insert date of signing]

Section IV Bidding Forms

PRICE SCHEDULE

1	2	3	4	5	6	7	8	9	10
Goods and related Services offered with in Sri Lanka (in Sri Lankan Rupees)									
Line Item No.	Description of Goods	Qty and unit	Price per unit	Price per line item (Col.3x4)	Inland transportation, insurance and other related services to deliver the goods to final destination if not included under column 4	Total Price Excluding VAT (COL 5 + 6)	Discounted Total Price (if any) Excluding VAT	VAT	Total price Including VAT (COL (7 or 8) + 9)
01	Lot 1 (Specification 1)	60							
02	Lot 2 (Specification 2)	440							
Total									

Signed:

(Common Seal)

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: Director General, Sri Lanka Institute of Advanced Technological Education, No. 53A, Waidya Road, Dehiwala

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 Guarantee should submit in the given format. Alternative formats are not be
accepted***

Bid-Securing Declaration

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

[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 N^o-----[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]*

Non-collusion Affidavit

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

- (a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
- (b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
- (c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

.....
Signature of the Declarant

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

.....
JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

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*

Section V
Schedule of Requirements
Contents
Delivery Schedule

1. The Below Items should be supplied, installed and commissioned within **12 weeks** from date of signing the contract.

NO.	INSTITUTE	Lot 1 (Specification 1)	Lot 2 (Specification 2)	Total
1	Sri Lanka Institute of Advanced Technological Education, No. 53 A, Waidya Road, Dehiwala. (011-2691307)		15	15
2	ATI-Colombo, No. 42, Rodrigo Place, Colombo 15. (011-2521152 /011-2521282)	20	25	45
3	ATI –Dehiwala,, Waidya Road, Dehiwala. (011-2738349)		25	25
4	ATI-Kandy, No. 16, Keppetipola Mawatha, Kandy. (081-2232097)		25	25
5	ATI -Galle, Siridhamma Mw., Labuduwa, Akmeemana, Galle. (091-2246179)	20	25	45
6	ATI- Ampara, Inginiyagala Road, Ampara. (063-2222056 /063-2223035)		25	25
7	ATI- Jaffna, no. 665/5, Beach Road, Guru Nagar, Jaffna. (021-2222595 / 021-2229803)	20	25	45
8	ATI-Kurunegala, 22/1, Wilgoda Road, Kurunegala. (037-2229583 / 037-2224911)		25	25
9	ATI -Kegalle, Bandaranayake Mawatha, Kegalle. (035-2221297/035-2221713)		25	25
10	ATI-Trincomalee-, Kanniya Road, Warodyanagar, Trincomalee. (026-2223232/026-2050617)		25	25

NO.	INSTITUTE	Category 1 (Specification 1)	Category 1 (Specification 1)	Total
11	ATI- Badulla, Greenlane Drive, Badulla. (055-2230218/055-2223818)		25	25
12	ATI- Gampaha, Naiwala Essela, Veyangoda. (033-2287519/033-2292544)		25	25
13	ATI Ratnapura, Newtown, Rathnapura (045-2231492/045-2231493)		25	25
14	ATI -Tangalle, Yayawatta, Netolpitiya, Tangalle (047-2241845/047-2241846)		25	25
15	ATI –Vavuniya, Off A9 Rd, Veppankulam, Omanthai, Vavuniya (024-2052733)		25	25
16	ATI- Batticalo, Main Street, Kovil Kulam East, Atayampathi, Batticaloa (065-2247519/065-2247470)		25	25
17	ATI-Sammanthurai, ATI Avenue, Samanthurai (067-2261304)		25	25
18	ATI - Anuradhapura, New Puttlam Road,Pandulagama Anuradhapura (025-2234417)		25	25
Total Desktops Computers		60	440	500

Technical Specifications

To be completed by the bidder and submitted with the bidding documents

Lot 1 (Specification 1)

Specifications for Purchasing Desktop Computers in the use of Engineering Labs at SLIATE ATI

S/No	Component	Minimum Required Specification	Bidder's Response	If "No" Comment on the offer
1	Make	Branded (Must specify)		
2	Model	Must Specify		
3	Country of Origin / Country of Manufacture	Must Specify		
4	Type	Tower Form Factor		
Hardware specifications				
5	Processor	Intel Core Ultra 7 265 or better		
6	No. of CPU Cores	Minimum 10 Cores		
7	Processor Base frequency in performance cores	Minimum 2.4 Ghz		
8	Cache Memory	Minimum 36 MB L2 cache		
9	Motherboard / Chipset	Must be compatible with all other components. Bidder must specify		
10	Graphics Adapter	Dedicated Graphics Card Nvidia RTX 4060 8GB		
11	Main Memory (RAM)	32 GB DDR 5, 5600Mhz (1x32)		
12	Memory upgradability	RAM Must be upgradable to 64GB		
13	No of RAM slots	2 Slots		
14	System Storage	1 TB NVMe SSD		
15	Storage Upgradability	Must be able to add at least one additional SATA 3.5" Drive to the computer without any modifications. Bidder must specify		
16	Expansion Slots	Minimum 2 Expansion slots including 1 Nos PCIe x 16. Bidder must specify		

S/No	Component	Minimum Required Specification	Bidder's Response	If "No" Comment on the offer
17	Power Supply	750 W PFC, auto-sensing, 80PLUS® Bronze. Vendor must provide all necessary cables with standard 13A square pin connector. Bidder Must Specify		
18	Display	22" Widescreen Colour LED Monitor supporting resolutions WXGA or better compatible with the computer. Must be same brand as the Computer. Vendor must provide all necessary cables. Conversion adapters are not accepted.		
19	Audio	High Definition Integrated audio		
20	Network Interface	Gigabit Ethernet Network Interface (10/100/1000) with RJ45 Connector And Internal Wi-Fi Card (USB dongles are not accepted)		
21	I/O Ports	Minimum 6 USB Ports. From that at least 2 USB ports should be USB 3.2 Standard and must be located at the front of the Chassis.		
		HDMI and Display Port or VGA ports (Bidder must specify)		
		3.5mm Audio In & Out Ports (Front & rear) (Bidder must specify)		
22	Keyboard	USB Wired 104 Key English International Standard Keyboard. Should be same brand as the computer		
23	Mouse	USB Wired Two button with scroll wheel optical mouse with mouse pad. Should be same brand as the computer		

S/No	Component	Minimum Required Specification	Bidder's Response	If "No" Comment on the offer
Software specifications				
24	Operating System	Windows 11 Pro Genuine Product. Preinstalled		
25	Application & Drivers Software's	Drivers for the system		
Standard Compliance & Warranty				
26	Product Certifications of the Quoted Model	Energy Star or any other equivalent certificate issued by a reputed authorized body who has the authority to do so. Documentary Evidence Must be provided		
		Valid ISO 9001 : 2015 and ISO 14001 : 2015		
		Offered Model must possess FCC & CE or Equivalent Certification		
27	Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided. Originals Should be provided on request		
28	Warranty	Comprehensive on-site manufacturer authorized warranty for 36 Months (Labour & Parts) Excluding Consumables		
29	Supplier aftersales service	Bidder or its parent company or it's subsidiary should have an island wide on-site maintenance and support system (Bidder must specify the facility) Details of the nearest contact point to each ATI location must be provided. The List of ATIs has been attached to the bidding document		
30	Warranty Information	Each computer must be provided with a clearly visible sticker with the following information: -Supplier's Name -Contact Numbers -Date of commissioning of hardware -Warranty period (Start and End dates)		

Price Details

31	Unit Price (Without VAT)	Rs.
32	Total Price (Without VAT)	RS.
33	VAT	RS.
34	Total Price (With VAT)	RS.

Signed:

Date:

(Common Seal)

Lot 2 (Specification 2)

Specifications for Purchasing General Use Desktop Computers for SLIATE ATI

S/No	Component	Minimum Required Specification	Bidder's Response	If "No" Comment on the offer
1	Make	Branded (Must specify)		
2	Model	Must specify		
3	Country of Origin / Country of Manufacture	Must specify		
4	Type	Tower Form Factor		
Hardware specifications				
5	Processor	Intel Core Ultra 5 225 or better		
6	No. of CPU Cores	Minimum 6 cores		
7	CPU Frequency	Minimum 2.4 Ghz		
8	Cache Memory	Minimum 20 MB L2 cache		
9	Motherboard / Chipset	Must be compatible with all other components. Bidder must specify		
10	Graphics Adapter	Intel Integrated Graphics		
11	Main Memory (RAM)	16 GB DDR 5, 5600Mhz (1x16)		
12	Memory upgradability	RAM Must be upgradable to 32GB		
13	No of RAM slots	2 Slots		
14	System Storage	512 GB NVMe SSD		
15	Storage Upgradability	Must be able to add at leaset one additional SATA 3.5" Drive to the computer without any modifications. (Bidder must specify)		
16	Optical Drive	SATA DVD Writer Drive (+/-RW)		

S/No	Component	Minimum Required Specification	Bidder's Response	If "No" Comment on the offer
17	Expansion Slots	Minimum 2 Expansion slots including 1 Nos PCIe x 16. (Bidder must specify)		
18	Power Supply	250 W PFC, auto-sensing, 80PLUS® Bronze. Vendor must provide all necessary cables with standard 13A square pin connector. Bidder Must Specify		
19	Display	19.5" Widescreen Color LED Monitor supporting resolution WXGA or better compatible with the computer. Must be same brand as the Computer. Vendor must provide all necessary cables. Conversion adapters are not accepted.		
20	Audio	High Definition Integrated audio		
21	Network Interface	Gigabit Ethernet Network Interface (10/100/1000) with RJ45 Connector And Internal Wi-Fi Card (USB dongles are not accepted)		
22	I/O Ports	Minimum 6 USB Ports. From that at least 2 USB ports should be USB 3.2 Standard and must be located at the front of the Chassis.		
		1x VGA Port		
		3.5mm Audio In & Out Ports (Front & rear)		
23	Keyboard	USB Wired 104 Key English International Standard Keyboard. Should be same brand as the computer		
24	Mouse	USB Wired Two button with scroll wheel optical mouse with mouse pad. Should be same brand as the computer		

S/No	Component	Minimum Required Specification	Bidder's Response	If "No" Comment on the offer
Software specifications				
25	Operating System	Windows 11 Pro Genuine Product. Preinstalled		
26	Application Softwares	MS Office 2019 Government License		
		Drivers CD for the system		
Standard Compliance & Warranty				
27	Product Certifications of the Quoted Model	Energy Star or any other equivalent certificate issued by a reputed authorized body. Documentary Evidence Must be provided		
		Valid ISO 9001 : 2015 and ISO 14001 : 2015		
		Offered Model must possess FCC & CE or Equivalent Certification		
28	Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided. Originals Should be provided on request		
29	Warranty	Comprehensive on-site manufacturer authorized warranty for 36 Months (Labour & Parts) Excluding Consumables		
30	Supplier aftersales service	Bidder or its parent company or it's subsidiary should have an island wide on-site maintenance and support system Details of nearest contact point to each ATI location must be provided. The List of ATIs has been attached to the bidding document		

S/No	Component	Minimum Required Specification	Bidder's Response	If "No" Comment on the offer
31	Warranty Information	Each computer must be provided with a clearly visible sticker with the following information: -Supplier's Name -Contact Numbers -Date of commissioning of hardware -Warranty period (Start and End dates)		
Price Details				
32	Unit Price (Without VAT)		Rs.	
33	Total Price (Without VAT)		Rs.	
34	VAT		Rs.	
35	Total Price (with VAT)		Rs.	

Signed:

Date:

(Common Seal)

Nearest Contact Points for ATI Locations

NO.	INSTITUTE	Nearest Service / Support Center	Address	Contact Person	Contact Number	Response Time
1	Sri Lanka Institute of Advanced Technological Education,					
2	ATI-Colombo,					
3	ATI -Dehiwala,,					
4	ATI-Kandy,					
5	ATI -Galle,					
6	ATI- Ampara,					
7	ATI- Jaffna,					
8	ATI-Kurunegala,					
9	ATI -Kegalle					
10	ATI-Trincomalee-,					
11	ATI- Badulla,					
12	ATI- Gampaha,					

NO.	INSTITUTE	Nearest Service / Support Center	Address	Contact Person	Contact Number	Response Time
13	ATI Ratnapura,)					
14	ATI -Tangalle,					
15	ATI –Vavuniya					
16	ATI- Batticalo,)					
17	ATI-Sammanthurai,					
18	ATI - Anuradhapura,					

Signed:

Date:

(Common Seal)

Section VI

General Conditions of Contract

1. Definitions

1.1 the following words and expressions shall have the Meaning hereby assigned to them:

- (a) “Contract” means the Contract Agreement Entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any Amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the in the Contract Agreement, subject to such additions and adjustments thereto or Deductions there from, as may be made pursuant to the contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (e) “GCC” mean the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Bid Data Sheet.
- (i) “Related Services” means the services incidental to the supply of goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier

(k) “Supplier” means the nature person, or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

2. Contract Documents 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption 3.1 The Government of Sri Lanka requires the purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the Procurement and execution of such contract.

In pursuit of this policy:

(i) “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the 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.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the 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.

7. Eligibility 7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institution. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

8. Notices 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.

8.2 A notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

9. Governing Law 9.1 The Contract shall be governed by and interpreted in Accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to Resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or 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.

10.3 Notwithstanding any reference to arbitration herein,
(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12. Delivery and Documents

12.1 Subject to GCC 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.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Contract Price 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in his bid.

15. Terms of Payment 15.1 The Contract Price, shall be paid as specified in the Bid Data Sheet

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 GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in No case later than twenty-eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17. Performance Security

- 17.1 Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10 %).
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 The Performance Security shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

- 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 copy right in such materials shall remain vested in such third party.

19. Confidential Information

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the 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 receives from the Purchaser to the extent required for the

Subcontractor to perform his work under the Contract, in which event the Supplier shall obtain from subcontractor an undertaking of confidentiality similar to that imposed on the supplier under GCC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purpose 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 performance of the Contract.

19.3 The above provisions GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 shall comply with the provisions of GCC Clauses 3 and 7

21. Specifications and Standards

21.1 Technical Specifications Drawings;

(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 standard shall be equivalent

or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The supplier shall be 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.
- (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 such codes and standards shall be applied only after approval by the purchaser and shall be treated in accordance with GCC Clause 32.

22. Packing and Documents

- 22.1 The supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

23. Insurance

- 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.

24. Transportation

- 24.1 Unless otherwise specified in the Contractor, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

25. Inspections & Test

- 25.1 The Supplier shall at its own expenses and at no cost to the Purchaser carried out all such tests and /or inspections of the Goods and related services as are specified in the Contract Data
- 25.2 The inspection and tests be conducted on the premise or the Supplier or its Subcontractor, at point of delivery, and/or at the goods' final destination, or in another place as specified in the Contract Data.

Subject to CC sub-Clause 25.3, if conducted on the Premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and Production data shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred 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.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the Place and time, to the Purchaser. The Supplier shall obtain from any relevant third Party or manufacturer any necessary Permission or consent to enable the Purchaser or its designated representative to attend the test and /or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection, not required by the Contract but deemed necessary to verify that the characteristics and Performance of the goods comply with the technical specifications codes and standards under the contract, provided that the supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and or/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 Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

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 specification no cost to the purchaser, upon giving a notice pursuant to CC sub clause 25.4.

25.8 The supplier agrees that neither the execution 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

26. Liquidated Damages

26.1 Except as provided under GCC 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.

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub- Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 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.

27.4 Upon receipt of such notice, the Supplier shall within the period specified in the Related Service and Warranty, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.5 If having been notified, the Supplier fails to remedy The defect within the period specified in the Related Service and Warranty, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity 28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub- Clause 28.2, indemnify and hold harmless the Purchaser and his employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses, of any nature, including attorney's fees and expenses , which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of :

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.1 If any proceeding are brought or any claims is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at his own expense and in the Purchaser's name conduct proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.2 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 proceeding; or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.3 The Purchaser shall, at the Supplier's request, afford all available assistance to the supplier in conducting such proceedings claim, and

shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.4 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 proceeding;, 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.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct.

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and;

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations date

30.1 Unless otherwise specified in the Contract, if after the of 28 days prior to the 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 the 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 GCC Clause 14.

31. Force Majeure
- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purpose 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.
- 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 his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

32. Change Orders and Contract Amendments

- 32.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in anyone or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for , the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery / Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Price to be changed by the Supplier for any Related Services that might need but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification Of the terms of the Contract shall be made except by written amendments signed by the parties.

33. Extension of Time

33.1 If at any time during performance of the Contract, the Supplier or his subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant GCC 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 his discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC 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 GCC Clause 26, unless

an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1

34. Termination

34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract ; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1 (a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency

(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

34.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for his 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.

(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;

(i) To have any portion completed and delivered at the Contract terms and prices; and / or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Good and Related Services and for materials and parts previously Procured by the Supplier.

35. Assignment

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

Inspections and Tests

The following inspections and Tests shall be followed

Refer CC 25.1 & CC 25.2

Section VII

Contract Data

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

CC 1.1(i)	<i>Director General, Sri Lanka Institute of Advanced Technological Education, No. 53A, Waidya Road, Dehiwala</i>
CC 8.1	For notices, the Purchaser's address shall be: Attention: DIRECTOR GENERAL Address: Sri Lanka Institute of Advanced Technological Education, <i>No. 53A, Waidya Road, Dehiwala</i>
CC 12.1	Details Documents to be furnished by the Supplier are as per the delivery schedule in bidding document
CC 15.1	The method and conditions of payment to be made to the supplier under this Contract shall be as follows. For Goods offered within Sri Lanka, Payment shall be made in Sri Lanka Rupees. (A): 20% of the total contract value will be made as a Mobilization Advanced Payment to the successful contractor on submission of a bank guarantee from a recognized commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka. (B): 5% will be withheld from each payment as retention money up to the completion of 03 years warranty period. (c): The Balance 75% of the total contract value will be made after the date of the acceptance certificate issued by the purchaser. ..

CC17.1	A Performance Security shall be required. 10% of the Contract value excluding Taxes for a period of 03 years, issued by any licensed commercial bank operating in Sri Lanka
CC 25.1	The inspections and test shall be conducted in the evaluation process.
CC 25.2	The inspections and tests shall be conducted at the locations specified by the Purchaser.
CC 26.1	The liquidated damage shall be 1% per week
CC 26.1	The maximum amount of liquidate damage shall be 10%

Section VIII
Contract Forms
Contract Agreement

THIS CONTRACT AGREEMENT is made on 2026 BETWEEN (1) ***DIRECTOR GENERAL, Sri Lanka Institute of Advanced Technological Education, No. 53A, Waidya Road, Dehiwala.*** (hereinafter called “the Purchaser”), and(2).....*[insert name of Supplier]*, a (3) 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,*[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 words and 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 General 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) General 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 payment 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:

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

the presence of..... *[insert identification of official witness]*

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- *DIRECTOR GENERAL, Sri Lanka Institute of Advanced Technological Education, No. 53A, Waidya Road, Dehiwala*

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)],

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 : NCB No. and title:.....(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 General 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)⁵⁰ 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 purpose 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 date⁵¹]*.....

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

⁵⁰ *The bank shall insert the amount (s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

⁵¹ *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date establish in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”*

Annexure I - Warranty Conditions

WARRANTY AND MAINTENANCE

1. The Supplier shall warrants that the goods supplied under the contract is new, unused in full accordance with the requirements of the enquiry specifications and incorporate all recent improvements in design and materials unless prescribed otherwise by the Purchaser in the contract.
2. The Supplier shall further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied goods under the conditions prevailing in Sri Lanka. The Supplier also warrants that the goods are not subject to any security, interest, lien or any other encumbrance.
3. The Supplier shall provide round the clock services of an English speaking engineer for each System for a period of three years i.e. for warranty period for operation, maintenance, running and troubleshooting, etc. of System. The engineer will also train and advise the Purchaser's personnel (the Purchaser's staff) on working and maintaining the machinery and other equipment installed on the System in a satisfactory condition.
4. This warranty shall remain valid for a period of 36 months from the date of the officially handing over the ownership of the equipment after successfully completing all acceptance tests to the Purchaser.
5. Cost of any repair, must be carried by the Supplier at no cost to the Purchaser. Penalties shall be applied if the Supplier fails to rectify any such problems within reasonable grace periods.
6. The Purchaser shall promptly notify the Supplier in writing any claim arising out of this warranty. Any communication from the purchaser in form of email, written will be considered as an event of notifying the supplier. On receiving such notice, the Supplier shall, repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination as per the requirements specified in the Bidding document. The Supplier shall

take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.

7. If any defective goods are repaired, rectified or replaced during the warranty period, at the Purchasers discretion the warranty for such goods shall be extended to a further period of twenty four months from the date such repaired, rectified or replaced goods start functioning to the satisfaction of the Purchaser (irrespective of the fact that such extension is beyond the initial warranty period of 36 months).
8. If the Supplier, having been notified, fails to rectify/replace the defect(s) within contracted period the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the Supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the Supplier.
9. The Supplier shall obtain similar guarantees from each one of his Contractor/ Subcontractors. However, the overall responsibility shall lie with the Supplier.

FORCE MAJEURE

1. The Supplier shall not be liable for any sanction if there is delay and/or failure in fulfilling his obligations under the contract as a result of an event of Force Majeure. For this purpose, Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not brought about at the instance of the Supplier claiming to be affected by such event or which if anticipated or foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.
2. If a Force Majeure situation arises, the Supplier shall notify the Purchaser in writing of such conditions and the cause thereof within fourteen days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to

perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the Supplier accordingly and subsequent actions taken on similar lines described conditions of the contract between Purchaser and the Supplier.

CERTIFICATE OF ISSUING OF BID DOCUMENT
(TO BE FILLED BY THE ISSUING OFFICER AT THE ISSUING TIME)

01. Name of the Bidder:
02. Contract No:
03. Serial No of Bid Document:
- a. Issued to:
- b. Address:
- c. Telephone No: Fax No:
- d. Email Address:
04. Bid Document Charges: Rs
05. Receipt No:
06. Number of Copy Issued: 01
07. Authorized Issuing Officers'
- a. Name:
- b. Designation :
08. Issuing Officers'
- a. Name:
- b. Designation:
- c. Signature:
09. Date of Issue:
10. Place of Issue: Accounts Division, Sri Lanka Institute of Advanced Technological Education, No. 53A, Waidya Road, Dehiwala