



**IFB No: MOE/STHRD/RJ-E93**

**Procurement of Supply, Delivery & Installation  
of Laptop Computers to the Department of  
Information & Communication Technology,  
Faculty of Technology, Rajarata University of Sri  
Lanka - Mihintale.**

**VOLUME II**

**STHRD Project  
Faculty of Technology  
Rajarata University of Sri Lanka  
Mihintale**

**Closing Date 26.09.2024 @ 1400 hours**



**RAJARATA UNIVERSITY OF SRI LANKA**  
**Science & Technology Human Resource Development Project (STHRDP)**

Project Implementation Unit

Faculty of Technology

Rajarata University of Sri Lanka, Mihintale

Phone Office: +94252266228

Deputy Project Director: +94252266380

**Invitation for Bids**

Loan No. and Title:	3698/3699-SRI: Science and Technology Human Resource Development Project
Contract Nos. and Title:	MOE/STHRD/RJ-E64: Procurement of Supply, Delivery & Installation of Desktop Computers to the Department of Information & Communication Technology, Faculty of Technology, Rajarata University of Sri Lanka - Mihintale.
	MOE/STHRD/RJ-E93: Procurement of Supply, Delivery & Installation of Laptop Computers to the Department of Information & Communication Technology, Faculty of Technology, Rajarata University of Sri Lanka - Mihintale.
Deadline for submission of Bids:	27.09.2024 14:00hours (local time)

1. The Democratic Socialist Republic of Sri Lanka has received financing from the Asian Development Bank (ADB) toward the cost of implementing the Science and Technology Human Resource Development Project (STHRD Project) under the Ministry of Education and it intends to apply part of the proceeds of this financing to payments under the contract named above. Bidding is open to Bidders from eligible source countries of ADB.
2. The Chairperson, Department Procurement Committee of the Rajarata University of Sri Lanka on behalf of the Deputy Project Director, Science and Technology Human Resource Development Project, Faculty of Technology, Rajarata University of Sri Lanka (“the Purchaser”) invites sealed bids from eligible Bidders for **Procurement of Supply, Delivery & Installation of Computers as mentioned above** to the Department of Information and Communication Technology, Faculty of Technology, Rajarata University of **Sri Lanka (the “Goods”)**
3. Open competitive bidding will be conducted in accordance with ADB’s Procurement of Goods Single Stage – One Envelope procedure.
4. Only eligible Bidders with the following key qualifications defined in the Bidding Document may participate in this bidding:

Detail of the bid	Successful completion at least 2 contract as main supplier within the last five years with nature, and complexity similar to the scope of supply described in Section 6. (From 01.01.2019)	Minimum average annual turnover of following which is calculated as total payments received by the Bidder for contracts completed or under execution over the last three years.2022/2023 2021/2022, 2020/2021 (LKR)
MOE/STHRD/RJ-E64: Procurement of Supply, Delivery & Installation of Desktop Computers to the Department of Information & Communication Technology, Faculty of Technology,	not less than LKR 85.0Mn for Item 1 Desktop Computer type I, LKR 35.0Mn for Item 2 Desktop Computer type II, LKR 4.0Mn for Item 3 Desktop Computer type III	LKR 250.0Mn for Item 1 Desktop Computer type I, LKR 95.0Mn for Item 2 Desktop Computer type II, LKR 10.0Mn for Item 3 Desktop Computer type III and LKR 5.0Mn for Item 4 Work station Desktop Computer

Rajarata University of Sri Lanka - Mihintale.	and LKR 2.0Mn for Item 4 Work station Desktop Computer	
MOE/STHRD/RJ-E93: Procurement of Supply, Delivery & Installation of Laptop Computers to the Department of Information & Communication Technology, Faculty of Technology, Rajarata University of Sri Lanka - Mihintale.	Contract valued not less than LKR 17.50Mn for Item 1 Laptop Computer type I, LKR 7.50Mn for Item 2 Laptop Computer type II and 11.0Mn for item 3 Laptop Computer type III	LKR 50.0Mn for Item 1 Laptop Computer type I, LKR 25.0Mn for Item 2 Laptop Computer type II and 35.0Mn for item 3 Laptop Computer type III

Note: As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive. (2022/2023)

5. To obtain further information and inspect the Bidding Documents, Bidders should contact:

Senior Procurement Officer, Project Implementation Unit, Science and Technology Human Resource Development Project, Faculty of Technology, Rajarata University of Sri Lanka, Mihintale, ZIP code: 50300, Sri Lanka  
Telephone: 0714477898, Fax: 025 2266380, Mail: sporj-sthrd@mohe.gov.lk

The pre-bid meeting will be held at 10.00 A.M. on 06.09.2024 and interested bidders are invited to participate to the meeting.

6. To purchase the Bidding Documents in English, eligible Bidders should write to the address above requesting the Bidding Documents and pay a non-refundable fee of LKR 25,000/= (LKR Twenty five thousand only) for IFB no. MOE/STHRD/RJ-E64 and LKR 10,000 (LKR Ten thousand) for bid no. MOE/STHRD/RJ-E93 by cash or bank draft in favor of Deputy Project Director, STHRD Project Rajarata University of Sri Lanka or deposit to A./C No.83804379 maintain at Bank of Ceylon Mihintale. The document/s will be issued up to 15.00 hrs. on 26.09.2024 on week days. No liability will be accepted for loss or late delivery.
7. Deliver your bid to the following address on or before 14.00 Hrs. of 27.09.2024. together with a Bid Security as described in the Bidding Document.

Deputy Project Director,  
Project Implementation Unit,  
STHRD Project, Ground Floor,  
Faculty of Technology,  
Rajarata University of Sri Lanka,  
Mihintale, Sri Lanka

Bids will be opened promptly after the deadline for bid submission in the presence of Bidders' representatives who choose to attend and No liability will be accepted for loss or late delivery.

Chairperson  
Department Procurement Committee  
Rajarata University of Sri Lanka  
Mihintale

Date: 30.08.2024

## Section 2: Bid Data Sheet

<b>A. General</b>		
<b>ITB 1.1</b>	The number of the Invitation for Bids (IFB) is: MOE/STHRD/RJ-E93	
	The Purchaser is: Deputy Project Director	
	The name of the open competitive bidding (OCB) is: <b>Procurement of Supply, Delivery &amp; Installation of Laptop Computers to the Department of Information &amp; Communication Technology, Faculty of Technology, Rajarata University of Sri Lanka - Mihintale.</b>	
	The identification number of the OCB is: MOE/STHRD/RJ-E93	
	The number and identification of items comprising this OCB is: No. of three (3) items	
	S/N	Item Name
1	Laptop Computers type I	27
2	Laptop Computers type II	14
3	Laptop Computers type III	30
<b>ITB 2.1</b>	The Borrower is: The Democratic Socialist Republic of Sri Lanka	
<b>ITB 2.1</b>	The name of the Project is: Science and Technology Human Resource Development Project (STHRD Project)	
<b>B. Contents of Bidding Document</b>		
<b>ITB 7.1</b>	<p>For <b>clarification purposes</b> only, the Purchaser's address is:</p> <p>Attention: Senior Procurement Officer</p> <p>Street address:</p> <p style="padding-left: 40px;">Project Implementation Unit, Science and Technology Human Resource Development Project Ground Floor Faculty of Technology Rajarata University of Sri Lanka Mihintale, ZIP code: 50300 Sri Lanka</p> <p>Telephone: 0714477898 Fax: 025 22 66 380 E-mail: sporj-sthrd@mohe.gov.lk</p>	
<b>C. Preparation of Bids</b>		
<b>ITB 10.1</b>	The language of the Bid is: English	

<b>ITB 11.1 (i)</b>	<p>The Bidder shall submit with its Bid the following additional documents: For private/government entities: a copy of the company/business constitution/incorporation/registration document showing the reference no and date and place of issue.</p> <p>For a joint venture: in addition to the appropriate information as above for each partner; a copy of the Joint Venture Agreement, or a Letter of Intent to enter into such an agreement together with a copy of the proposed agreement/memorandum.</p> <p>All documents to be signed by all legally authorized signatories of all the parties. in accordance with ITB 16.1 (a) and (b).</p> <p>Certificates, evidencing involvement in similar Schedule of Supply during the last 3 years. (Specially contract completion certificate)</p> <p>Audited Financial Statements as required</p> <p>PCA 3 Certificate issued by the Public Contract Registrar of Sri Lanka. (This is not considered for the bid evaluation process)</p>
<b>ITB 12.2</b>	<p>The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.</p>
<b>ITB 13.1</b>	<p>Alternative Bids shall not be permitted.</p>
<b>ITB 14.5</b>	<p>The Incoterms edition is: Incoterms 2010</p>
<b>ITB 14.6 (a) (i), (ii) and (iii)</b>	<p>For goods offered from within the Purchaser’s country, the Bidder shall quote prices as per the price schedule “<b>Price Schedule for Goods to Be Offered within the Purchaser's Country</b>” with “<b>Price Schedule for Related Services</b>”.</p> <p>The Bidder shall quote prices using following incoterms</p> <p>The prices of the goods quoted EXW in local currency. (Ex - Works, Ex – Factory, Ex-Warehouse. Ex-Showrooms or Off-the Shelf as applicable)</p>
<b>ITB 14.6 (b) (i)</b>	<p>For Goods offered from outside the Purchaser’s country, the Bidder shall quote prices as per the price schedule “<b>Price Schedule for Goods to Be Offered from Outside the Purchaser's Country</b>” with “<b>Price Schedule for Related Services</b>”.</p>
<b>ITB 14.6 (b) (ii)</b>	<p>In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser’s country using the following Incoterms: Not Applicable</p>
<b>ITB 14.7</b>	<p>The prices quoted by the Bidder shall not be adjustable.</p>
<b>ITB 14.8</b>	<p>Prices quoted for item shall correspond to 100 % of the items with all required accessories.</p>
<b>ITB 15.1</b>	<p>Payments shall be made strictly on the currencies quoted by the bidders</p> <p>The bidder quoted in foreign currencies shall have a foreign currency account to receive the payments</p>

<b>ITB 19.2</b>	The Bidder is required to submit documentation to substantiate that it is an authorized local agent of the goods being procured. The manufacturer authorization should be available separately for this bid. The format is attached with the Section 4 Form of Bid. (any other document will not be accepted)												
<b>ITB 19.3</b>	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country.												
<b>ITB 20.1</b>	The bid validity period shall be 119 days (as at 24.01.2025) from the date of bid opening.												
<b>ITB 21.1</b>	<p>The Bidder shall furnish a bid security as follows.</p> <p>Obtain a un conditional bank draft from the Commercial Bank registered under the Central Bank of Sri Lanka in favor of Vice Chancellor, Rajarata University of Sri Lanka,</p> <p>The amount of the Bid security is</p> <table border="1"> <thead> <tr> <th>S/N</th> <th>Item Name</th> <th>Bid Security Amount By draft</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Laptop Computers type I</td> <td>250,000.00</td> </tr> <tr> <td>2</td> <td>Laptop Computers type II</td> <td>100,000.00</td> </tr> <tr> <td>3</td> <td>Laptop Computers type III</td> <td>160,000.00</td> </tr> </tbody> </table> <p>The bid Security should be valid for 147 days from the date of Bid opening (bid Security should be valid till 21.02.2025) (The format of the Bid security is attached in the Section 4 Bidding Forms)</p>	S/N	Item Name	Bid Security Amount By draft	1	Laptop Computers type I	250,000.00	2	Laptop Computers type II	100,000.00	3	Laptop Computers type III	160,000.00
S/N	Item Name	Bid Security Amount By draft											
1	Laptop Computers type I	250,000.00											
2	Laptop Computers type II	100,000.00											
3	Laptop Computers type III	160,000.00											
<b>ITB 21.2</b>	The ineligibility period will not be applicable.												
<b>ITB 21.4</b>	<p><i>[Choose one of the following options as appropriate]</i></p> <p>No further instruction.</p> <p><i>or</i></p> <p>Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), also shall be rejected by the Purchaser as nonresponsive.</p>												
<b>ITB 22.1</b>	In addition to the original Bid, the number of copies is: 01 (One)												
<b>ITB 22.2</b>	<p>If the signatory of the bid does not have legally power to sign the bid, the written confirmation of Authorization to sign on behalf of the Bidder shall consist of <b>a Power of Attorney is presented.</b></p> <p>The Bidder shall submit an acceptable authorization with the bid.</p>												
<b>D. Submission and Opening of Bids</b>													
<b>ITB 23.1</b>	<p>Bidders shall submit their Bids by Post, Courier or by hand.</p> <p><i>or</i></p> <p>Bidders shall submit their Bids electronically. NOT APPLICABLE</p>												

<b>ITB 23.1 (b)</b>	Electronic bidding submission procedures shall be: NOT APPLICABLE
<b>ITB 23.2 (c)</b>	The additional identification marks are: NOT APPLICABLE
<b>ITB 24.1</b>	<p>For <b>bid submission purposes</b> only, the Purchaser's address is:</p> <p><b>Attention:</b></p> <p style="padding-left: 40px;">Deputy Project Director</p> <p><b>Address:</b></p> <p style="padding-left: 40px;">Project Implementation Unit, STHRD Project, Ground Floor, Faculty of Technology, Rajarata University of Sri Lanka, Mihintale 50300 Sri Lanka</p>
<b>ITB 24.1</b>	<p><b>The deadline for bid submission is:</b></p> <p style="padding-left: 40px;">Date: 27.09.2024</p> <p style="padding-left: 40px;">Time: 1400 hours.</p> <p style="padding-left: 40px;">The pre-bid meeting will be held on 06.09.2024 @ 10.00hours all the interested bidders are welcomed to the meeting.</p>
<b>ITB 27.1</b>	<p><b>The bid opening shall take place at:</b></p> <p style="padding-left: 40px;">Project Implementation Unit, STHRD Project, Ground Floor, Faculty of Technology, Rajarata University of Sri Lanka, Mihintale Sri Lanka</p> <p style="padding-left: 40px;">Date: 27.09.2024</p> <p style="padding-left: 40px;">Time: 1400 hours. (Soon after closing the bid)</p>
<b>ITB 27.1</b>	The electronic bid opening procedure shall be as follows: NOT APPLICABLE
<b>ITB 27.3</b>	The Bid Submission Sheet and Price Schedules shall be initialed by TWO representatives of the Purchaser attending Bid opening.
<b>E. Evaluation and Comparison of Bids</b>	

<b>ITB 34.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in United State Dollars into a single currency is: LKR</p> <p>The source of the selling exchange rate shall be: Central Bank of Sri Lanka</p> <p>The date for the selling exchange rate shall be: Bid submission date given in ITB 24.1</p>
<b>ITB 35.1</b>	Domestic preference Shall not apply.
<b>ITB 38.2</b>	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates <b>shall not be permitted.</b>
<b>ITB 40.1</b>	Standstill provisions shall not apply.
<b>F. Award of Contract</b>	
<b>ITB 42.1</b>	<p>The maximum percentage by which quantities may be increased is: Based on the availability of the budget (The decision of the DPC shall be the final)</p> <p>The maximum percentage by which quantities may be decreased is: Based on the available budget (The decision of the DPC shall be the final)</p>
<b>ITB 46.1</b>	<p>The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to:</p> <p>For the attention: Prof. Sujeewa Lewangamage</p> <p>Title/position: Project Director</p> <p>Purchaser: Science and Technology Human Resource Development Project</p> <p>E-mail address: pd-sthrd@mohe.gov.lk</p> <p>Fax number: 0112791278</p>



# Section 3: Evaluation and Qualification Criteria

## Table of Contents

<b>1. Evaluation Criteria</b> .....	<b>-3</b>
<b>1.1 Technical Criteria</b> .....	<b>3-3</b>
<b>1.2 Domestic Preference</b> .....	<b>3-3</b>
<b>1.3 Economic Criteria</b>	
1.3.1 Adjustment for Scope .....	3-3
1.3.1.1 Local Handling and Inland Transportation .....	3-3
1.3.1.2 Minor Omissions or Missing Items .....	3-3
1.3.2 Adjustment for Deviations from the Terms of Payment .....	3-3
1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule .....	3-4
1.3.4 Operating and Maintenance Costs .....	3-4
1.3.5 Spare Parts .....	3-4
1.3.6 Performance and Productivity of the Goods .....	3-4
<b>1.4 Multiple Lots (Contracts)</b> .....	<b>3-4</b>
<b>2. Qualification Criteria</b> .....	<b>3-5</b>
<b>Contract Type A. Off-the-Shelf Items</b> .....	<b>3-5</b>
<b>2.1 Eligibility</b> .....	<b>3-5</b>
2.1.1 Nationality .....	3-5
2.1.2 Conflict of Interest .....	3-5
2.1.3 ADB Eligibility .....	3-5
2.1.4 Government-Owned Enterprise .....	3-5
2.1.5 United Nations Eligibility .....	3-5
<b>2.2 Experience and Technical Capacity</b> .....	<b>3-6</b>
2.2.1 Contractual Experience .....	3-6
<b>2.3 Financial Situation</b> .....	<b>3-7</b>
2.3.1 Historical Financial Performance .....	3-7
2.3.2 Size of Operation (Average Annual Turnover) (Optional) .....	3-7
<b>Contract Type B. Custom-Designed, High-Value, and Technically Complex Items</b> .....	<b>3-8</b>
<b>2.1 Eligibility</b> .....	<b>3-8</b>
2.1.1 Nationality .....	3-8
2.1.2 Conflict of Interest .....	3-8
2.1.3 ADB Eligibility .....	3-8
2.1.4 Government-Owned Enterprise .....	3-8
2.1.5 United Nations Eligibility .....	3-8
<b>2.2 Historical Contract Nonperformance</b> .....	<b>3-9</b>
2.2.1 History of Nonperforming Contracts .....	3-9
2.2.2 Suspension Based on Execution of Bid-Securing Declaration .....	3-9
2.2.3 Pending Litigation .....	3-10

<b>2.3</b>	<b>Experience and Technical Capacity .....</b>	<b>3-11</b>
2.3.1	Contractual Experience.....	3-11
2.3.2	Technical Experience.....	3-11
2.3.3	Production Capacity .....	3-12
<b>2.4</b>	<b>Financial Situation .....</b>	<b>3-13</b>
2.4.1	Historical Financial Performance .....	3-13
2.4.2	Size of Operation (Average Annual Turnover).....	3-13
2.4.3	Cash Flow Capacity .....	3-14

# 1. Evaluation Criteria

## 1.1 Technical Criteria

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6 (Schedule of Supply) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids. **NOT APPLICABLE.**

## 1.2 Domestic Preference

If domestic preference is provided for under ITB 35.1, the following procedure shall apply: **NOT APPLICABLE**

## 1.3 Economic Criteria

### 1.3.1 Adjustment for Scope

#### 1.3.1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country provided In Section 4 (Bidding Forms). These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs shall be borne by the supplier.

#### 1.3.1.2 Minor Omissions or Missing Items

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

### 1.3.2 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted.

### 1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply) are not permitted.

### 1.3.4 Operation and Maintenance (O&M) Costs

Not Applicable

### 1.3.5 Spare Parts

Not Applicable

**1.3.6 Performance and Productivity of the Goods**

Not Applicable

**1.4 Multiple Lots (Contracts)**

If Goods and Related Services are grouped in multiple lots, the following provision must be used:

Goods are grouped in lots. The Purchaser will evaluate and compare Bids on the basis of a lot, or a combination of lots, or as a total of lots to arrive at the least cost combination for the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a Bidder as defined in ITB 4.1 submits successful Bids for multiple lots (lowest evaluated substantially responsive Bids), the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated qualifying requirements relating to: NOT APPLICABLE

## 2. Qualification Criteria

### Contract Type A: Off-the-Shelf Items

#### 2.1 Eligibility

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

##### 2.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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##### 2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
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##### 2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
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##### 2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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##### 2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
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## 2.2 Experience and Technical Capacity

### 2.2.1 Contractual Experience

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion at least 2 contract as main supplier within the last 5 years from 01.01.20219 up to date, valued not less than LKR 17.50Mn for Item 1 Laptop Computer type I, LKR 7.5Mn for Item 2 Laptop Computer type II and 11.0Mn. for item no. 3 Laptop Computer type III with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1 <sup>a</sup>

<sup>a</sup> In addition to the submission of Form EXP-1, the Bidder shall provide the Signed Contract Agreement.

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 3 years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive. (2022/2023)	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN – 1

### 2.3.2 Size of Operation (Average Annual Turnover): Optional

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of LKR 50.0Mn for Item 1 Laptop Computer type I, LKR 25.0Mn for Item 2 Laptop Computer type II and 35.0Mn. for item no. 3 Laptop Computer type III calculated as total payments received by the Bidder for contracts completed or under execution over the last 3 years. (2022/2023, 2021/2022, 2020/2021)	Must meet requirement	Must meet requirement	Must meet _____ of the requirement	Must meet _____ of the requirement	Form FIN – 2

# Section 4: Bidding Forms

## Table of Forms

Bid Submission Sheet .....	4-2
Price Schedule for Goods to Be Offered from Within the Purchaser's Country .....	4-7
Price Schedule for Goods to Be Offered from Outside the Purchaser's Country.....	4-8
Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country .....	4-9
Bid Security.....	4-9
Bid-Securing Declaration.....	4-10
Manufacturer's Authorization .....	4-11
Affiliate Company Guarantee .....	4-12
Bidder's Qualification.....	4-13
Form ELI – 1: Bidder's Information Sheet .....	4-14
Form ELI - 2: Joint Venture Information Sheet.....	4-15
Form CON - 1: Historical Contract Nonperformance .....	4-16
Form EXP - 1: Contractual Experience .....	4-17
Form EXP - 2: Technical Experience .....	4-18
Form EXP - 3: Production Capacity .....	4-19
Form FIN - 1: Historical Financial Performance .....	4-20
Form FIN - 2: Size of Operation (Average Annual Turnover).....	4-21
Form FIN - 3: Cash Flow Capacity .....	4-22



## Bid Submission Sheet

**- Note -**

The Bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the Bidder's complete name and address.

Date: \_\_\_\_\_  
 Open Competitive Bidding (OCB) No.: MOE/STHRD/RJ-E93  
 Invitation for Bid (IFB) No.: MOE/STHRD/RJ-E93  
 Alternative No.: \_\_\_\_\_

To: Vice Chancellor, Rajarata University of Sri Lanka

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:

S/N	Item Name	Quantity	Bid Price	VAT & Other taxes	Total Bid Price
1	Laptop Computer Type I	27			
2	Laptop Computer Type II	14			
3	Laptop Computer Type III	30			

- (d) The total price of our Bid, excluding any discounts offered in item (d) below, is

*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*

*The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the bid.*

- (e) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]*

Methodology of Application of the Discounts: The discounts shall be applied using the following method: *[specify in detail the method that shall be used to apply the discounts]*

- (f) Our Bid shall be valid for a period of *[insert validity period as specified in ITB 20.1 of the BDS.]* days starts from the date fixed for the bid submission deadline in accordance with ITB 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
- (h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (i) We, our directors, key officers, key personnel, including any subcontractors, consultants, subconsultants, manufacturers, service providers or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

- (i) Parties involved in the conflict of interest: \_\_\_\_\_
- (ii) Details about the conflict of interest: \_\_\_\_\_
- (j) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Documents.
- (k) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Asian Development Bank; or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.<sup>1</sup>
- (l) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

If under ongoing investigation and/or sanction proceedings by the Asian Development Bank or any multilateral development bank, please state details:

- (i) Name of the multilateral development bank: \_\_\_\_\_
- (ii) Reason for the ongoing investigation/allegations: \_\_\_\_\_

<sup>1</sup> These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check [www.adb.org/integrity](http://www.adb.org/integrity) for updates.

- (m) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

- (i) Name of Institution: \_\_\_\_\_  
 (ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [start and end date]: \_\_\_\_\_  
 (iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: \_\_\_\_\_

- (n) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries', including any Subcontractors, consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

- (i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: \_\_\_\_\_  
 (ii) Court, area of jurisdiction and/or the enforcement agency: \_\_\_\_\_  
 (iii) Resolution [i.e. dismissed; settled; or convicted/duration of penalty]: \_\_\_\_\_  
 (iv) Other relevant details [please specify]: \_\_\_\_\_

- (o) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, can make and receive electronic fund transfer payments through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer, please state the details:

- (i) Nature of the restriction: \_\_\_\_\_  
 (ii) Jurisdiction of the restriction: \_\_\_\_\_  
 (iii) Other relevant details: \_\_\_\_\_

- (p) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Purchaser's country and/or are not prohibited to receive payments for particular goods or services by the Purchaser's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

- (q) We understand that it is our obligation to notify the Purchaser of any changes in connection with the matters described in paragraphs (i), (k), (l), (m), (n), (o), (p) and (t) of this Bid Submission Sheet.
- (r) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>2</sup>
- (s) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (t) We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: <sup>3</sup>

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

- (u) 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.
- (v) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (w) At any time following submission of our Bid, We shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (x) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (y) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (z) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2017, as amended from time to time).

<sup>2</sup> Use one of the two options as appropriate.

<sup>3</sup> If none has been paid or is to be paid, indicate "None."

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

**Price Schedule for Goods  
to Be Offered from Within the Purchaser's Country**

Procurement of Supply, Delivery & Installation of Laptop Computers to the Department of Information & Communication  
Technology, Faculty of Technology, Rajarata University of Sri Lanka  
IFB No. MOESTHRD/RJ-E93

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
1	Laptop Computer Type I			27				
2	Laptop Computer Type II			14				
3	Laptop Computer Type III			30				
<b>Total Amount</b>								

**Notes:**  
 Column 4: In accordance with margin of preference ITB 35, if applicable. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.  
 Column 6: Incoterm in accordance with ITB 14  
 Currency in accordance with ITB 15  
 Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.  
 Column 8: Payable in the Purchaser's country if Contract is awarded

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

**Price Schedule for Goods to Be Offered from Outside the Purchaser's Country**

Procurement of Supply, Delivery & Installation of Laptop Computers to the Department of Information & Communication  
Technology, Faculty of Technology, Rajarata University of Sri Lanka  
IFB No. MOE/STHRD/RJ-E93

Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price CIF (...) or CIP (...) US \$	Unit Price FOB (...) or FCA (...) US \$	Total Price CIF or CIP per Item US \$	Total Price FOB or FCA per Item US \$
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
1	Laptop Computer Type I		27				
2	Laptop Computer Type II		14				
3	Laptop Computer Type III		30				
<b>Total Amount</b>							

**Notes:**

Columns 5 and 6: Incoterm in accordance with ITB 14  
Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

**Price Schedule for Related Services**  
**to Be Offered from Outside and Within the Purchaser's Country**  
 Procurement of Supply, Delivery & Installation of Laptop Computers to the Department of Information & Communication  
 Technology, Faculty of Technology, Rajarata University of Sri Lanka  
 IFB No. MOE/STHRD/RJ-E93

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5(a)</b>	<b>5(b)</b>	<b>6(a) = 4 x 5(a)</b>	<b>6(b) = 4 x 5(b)</b>
1	Laptop Computer Type I		27				
2	Laptop Computer Type II		14				
3	Laptop Computer Type III		30				
<b>Total Amount</b>							

**Notes:**

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



## Bid Security Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*<sup>4</sup>

**Beneficiary:** Vice Chancellor, Rajarata University of Sri Lanka  
**Date:** *[insert date (as day, month, and year)]*  
**Bid Security No.:** *[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date (as day, month, and year)]* (hereinafter called "the Bid") for the execution of **Procurement of Supply, Delivery & Installation of Laptop Computers to the Department of Information & Communication Technology, Faculty of Technology, Rajarata University of Sri Lanka - Mihintale** under Invitation for Bids No. **MOE/STHRD/RJ-E93** ("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 bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words]* *[insert amount in figures]* 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 by the Bidder in the Bid Submission Sheet; 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 Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of 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 of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758.<sup>5</sup>

*[Authorized signature(s) and bank's seal (where appropriate)]*

<sup>4</sup> All italicized text is for use in preparing this form and shall be deleted from the final document.

<sup>5</sup> Or the Purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458" as appropriate.

## Bid-Securing Declaration

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

Bid No.: MOE/STHRD/RJ-E93

Alternative No.: [insert identification No if this is a bid for an alternative]

To: Vice Chancellor, Rajarata University of Sri Lanka

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of [insert number of years indicated in ITB 21.2 of the BDS] starting on the date that we receive a notification from the Purchaser that our Bid-Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Bid Submission Sheet; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

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

In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of [insert complete name of the bidder]

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

Corporate Seal (where appropriate)

## Manufacturer's Authorization

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

OCB No.: MOE/STHRD/RJ-E93

To: Vice Chancellor, Rajarata University of Sri Lanka

WHEREAS

We *[insert complete name of the 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 the 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 28 of the General Conditions, 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 the manufacturer]*

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

**-- Note --**

*All italicized text is for use in preparing this form and shall be deleted from the final document.*

*The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization 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 Bid Data Sheet (BDS).*



*If permitted in accordance with ITB 38.2 of the BDS, the Bidder shall provide the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity, or affiliate that the Bidder submits for consideration of the Purchaser in determining its qualifications.*

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## Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the following information requested in the corresponding Information Sheets.

**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>			
		<b>Information of the Bidder</b>	<b>If the Bidder is a subsidiary or branch, information of any parent company/companies</b>
<b>Names</b>	<b>Full legal name(s)</b>		
	<b>Full trading name(s) (if any)</b>		
<b>Addresses</b>	<b>Registered address(es)</b>		
	<b>Trading address(es)</b>		
	<b>Postal address(es) (if different from trading address)</b>		
<b>Type of organization</b>			
<b>Country of constitution/incorporation/registration</b>			
<b>Year of constitution/incorporation/registration</b>			
<b>Corporate or registration number</b>			
<b>In case of a Joint Venture, legal name of each partner</b>			
<b>Bidder's authorized representative</b> (name, address, telephone number(s), fax number(s) and e-mail address)			
<p><b>Attached are copies of the following documents:</b></p> <ol style="list-style-type: none"> <li>1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</li> <li>2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</li> <li>3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</li> <li>4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</li> </ol>			

**Form ELI - 2: Joint Venture Information Sheet**

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information			
<b>Bidder's legal name</b>			
		<b>Information of Joint Venture Partner</b>	<b>If any Joint Venture Partner is a subsidiary or branch, information of any parent company/companies</b>
<b>Names</b>	<b>Full legal name</b>		
	<b>Full trading name(s) (if any)</b>		
<b>Addresses</b>	<b>Registered address(es)</b>		
	<b>Trading address(es)</b>		
	<b>Postal address(es) (if different from trading address)</b>		
<b>Type of organization</b>			
<b>Country of constitution/incorporation/registration</b>			
<b>Year of constitution/incorporation/registration</b>			
<b>Corporate or registration number</b>			
<b>Joint Venture Partner's authorized representative information</b> (name, address, telephone number(s), fax number(s) and e-mail address)			
<p><b>Attached are copies of the following documents:</b></p> <ol style="list-style-type: none"> <li>Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</li> <li>Authorization to represent the firm named above, in accordance with ITB 22.2</li> <li>In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5</li> </ol>			



**Form CON – 1: Historical Contract Nonperformance**

For Contract type B, each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name:

Joint Venture Partner: \_\_\_\_\_

Table 1: History of Nonperforming Contracts			
<p><b>Choose one of the following:</b></p> <p><input type="checkbox"/> No nonperforming contracts.</p> <p><input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).</p>			
Year	Description	Amount of Nonperformed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]

Table 2: Pending Litigation and Arbitration			
<p><b>Choose one of the following:</b></p> <p><input type="checkbox"/> No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.</p> <p><input type="checkbox"/> Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth
[insert year]	Contract Identification, as applicable: [indicate complete contract name/ number, and any other identification] Name of Purchaser, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert full name] Address of Purchaser, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert street/city/country] Matter of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate "Purchaser" or "Contractor"] Status: [indicate status of dispute]	[insert amount]	[insert amount]

**Note -**

Table 2 of this form shall only be included if Criterion 2.2.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

**Form EXP - 1: Contractual Experience**

Fill out one (1) form per contract. Each contract shall be supported by Signed Contract Agreement.

Contractual Experience		
<b>Contract No . . . . . of . . . . .</b>	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Completion Date</b>	
<b>Role in Contract</b>	<input type="checkbox"/> <b>Manufacturer</b> <input type="checkbox"/> <b>Supplier</b> <input type="checkbox"/> <b>Subcontractor</b>	
<b>Total Contract Amount</b>	<b>\$</b>	
<b>If partner in a joint venture or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Purchaser's name</b> <b>Address</b> <b>Telephone/Fax Number</b> <b>E-mail</b>		
Description of the Similarity in Accordance with Criteria 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)		

**- Note -**

*This form shall only be included if either Criterion 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form EXP - 2: Technical Experience**

Fill out one (1) form per contract. Each contract shall be supported by Signed Contract Agreement.

Technical Experience	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
Requirements in Accordance with Criterion 2.3.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)	
<b>(i) Product has been in production for at least . . . . . years.</b>	
<b>(ii) Product (or equipment) has been sold a minimum of . . . . . units of similar type and specification over the last three (3) years.</b>	
<b>(iii) Product has been in operation for a minimum of . . . . . years.</b>	

**- Note -**

*This form shall only be included if Criterion 2.3.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.*

**Form EXP - 3: Production Capacity**

Fill out one (1) form per product and manufacturer.

Production Capacity	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
Requirements in Accordance with Criterion 2.3.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)	
<b>Production facility 1 (include location):</b>	
<b>Production facility 2 (include location):</b>	
<b>Production facility 3 (include location):</b>	

**- Note -**

*This form shall only be included if Criterion 2.3.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.*

**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous ____ Years [\$ Equivalent]		
Year 1: 2020/2021	Year 2: 2021/2022	Year 3: 2022/2023

**Information from Balance Sheet**

<b>Total Assets (TA)</b>			
<b>Total Liabilities (TL)</b>			
<b>Net Worth = TA-TL</b>			
<b>Current Assets (CA)</b>			
<b>Current Liabilities (CL)</b>			
<b>Working Capital = CA - CL</b>			

<b>Most Recent Working Capital</b>		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.
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**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last \_\_\_\_ years, as indicated above, complying with the following conditions:

- 1) Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
- 2) Historical financial statements must be audited by a certified accountant.
- 3) Historical financial statements must be complete, including all notes to the financial statements.
- 4) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**- Note -**

*This form shall only be included if Criterion 2.3.1 (Contract Type A) or 2.4.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form FIN - 2: Size of Operation (Average Annual Turnover)**

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

Annual Turnover Data for the Last . . . Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
2020/2021			
2021/2022			
2022/2023			
<b>Average Annual Turnover</b>			

**Note**  
 This form shall only be included if Criterion 2.3.2 (Contract Type A) or 2.4.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

**Form FIN - 3: Cash Flow Capacity**

Specify proposed sources of financing, such as working capital, liquid assets,<sup>6</sup> lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria).

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (\$ equivalent)</b>
1		
2		
3		

**- Note -**

*This form shall only be included if Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

<sup>6</sup> Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

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# Section 6: Schedule of Supply

## Contents

1. List of Goods and Related Services .....	6-2
2. Delivery and Completion Schedule .....	6-3
3. Technical Specifications .....	6-3
4. Drawings.....	6-8



## 1. List of Goods and Related Services

Lot Name: Procurement of Supply, Delivery & Installation of Laptop Computers to the Department of Information & Communication Technology, Faculty of Technology, Rajarata University of Sri Lanka. MOE/STHRD/RJ-E93				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	Laptop Computers type I	Supply, Delivery & Installation to the Faculty of Technology, Rajarata University of Sri Lanka, Mihintale	Nos	27
2	Laptop Computers type II		Nos	14
3	Laptop Computers type III		Nos	30

### Delivery & Completion Schedule

The delivery period shall start as of from the date of **Signing of Agreement**

Item No.	Description of Goods or Related Services	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods or Completion Date for Related Services
1	Laptop Computers type I	Within 90 Days from signing of agreement	Faculty of Technology, Rajarata University of Sri Lanka, Mihintale	Within 90 Days from signing of agreement
2	Laptop Computers type II			
3	Laptop Computers type III			

## 2. Technical Specifications

Technical specifications for Procurement of Supply, Delivery & Installation of Laptop Computers to the Department of Information & Communication Technology, Faculty of Technology, Rajarata University of Sri Lanka. MOE/STHRD/RJ-E93

Schedule “A” Specification compliance to the Item no.1 Laptop Computer Type I

Description	Minimum Specification	Bidder's compliance (Yes/No)	If “No” Bidders offer
Make	Please specify		
Model	Please specify		
Country of origin	Please specify (Should be a member country of ADB as per the annexure 1)		
Country of Manufacturer	Please specify (Should be a member country of ADB as per the annexure 1)		
Product Brochure	Should be available		
Manufacturer Authorization	Should be available (original should be sent to <a href="mailto:sporj-sthrd@mohe.gov.lk">sporj-sthrd@mohe.gov.lk</a> by the manufacturer)		
Energy Star	Should be available		
Year of Manufacture	2023 or later		
Processor	13th Gen Intel® Core™ i9-13900H or newer		
Processor performance minimum	24 MB cache, 14 cores, up to 5.40 GHz Turbo		
Operating System	Windows 11 Pro English OEM license		
Chip Set	Intel 700 series or equivalent		
Memory	64 GB, 2 x 32 GB, DDR5, 4800 MHz, dual-channel, both dimms upgradable		
Hard disk	2 TB, M.2, PCIe NVMe, SSD		
Display type & Resolution and features	15.6" OLED 3.5K (3456x2160), Touch screen, Anti-Reflective, 144Hz refresh rate		
Graphics	NVIDIA® GeForce RTX™ 4060, 8 GB GDDR6		
Sound	2x Woofer speaker system with Smart Amplifier Technology, Built-in microphone, Surround Sound with Dolby Atmos Technology		
Keyboard	Backlit Black English Keyboard w/ Fingerprint Reader		
Other Accessories	Wireless Combo Keyboard & Mouse (Branded)		

Description	Minimum Specification	Bidder's compliance (Yes/No)	If "No" Bidders offer
	6-in-1 USB-C <b>Branded</b> Multiport Adapter Carrying Bag		
Battery	4 Cell, 90Whr, integrated		
Communications	WiFi compliant with IEEE 802.11 a/b/g/n/ac/ax Bluetooth 5.3 or newer		
Power Supply	330W Adapter Compatible for better performance		
Warranty	3 years Manufacturer's onsite Warranty – Proof should be attached		
Camera	FHD camera Dual-array microphones		
I/O Ports	1x HDMI 2.1 2x USB 3.2 Gen 2 Type-A 1x USB 3.2 Gen 2 Type-C port with DisplayPort and power delivery 1x Thunderbolt™ 4 port 1x Mic-in/Headphone-out Combo Jack 1x RJ45 1x SD Express Card Reader		
Software	Microsoft Office Academic 2021 (Standalone License Package) Antivirus Software (with lifetime subscription or lifetime genuine license)		

Signature: .....

Date: .....

Name, Address & Contact number of the Supplier .....

## Schedule “B” Specification compliance to the Item no. 2 Laptop Computer Type II

Description	Minimum Specification	Bidder’s compliance (Yes/No)	If “No” Bidders offer
Make	Please specify		
Model	Please specify		
Country of origin	Please specify (Should be a member country of ADB as per the annexure 1)		
Country of Manufacturer	Please specify (Should be a member country of ADB as per the annexure 1)		
Product Brochure	Should be available		
Manufacturer Authorization	Should be available (original should be sent to <a href="mailto:sporj-sthrd@mohe.gov.lk">sporj-sthrd@mohe.gov.lk</a> by the manufacturer)		
Energy Star	Should be available		
Year of Manufacture	2023 or later		
Processor	13th Gen Intel® Core™ i7-1360P or newer		
Processor performance minimum	18 MB cache, 12 cores, 16 threads, up to 5.00 GHz Turbo		
Operating System	Windows 11 Pro, English (64bit) OEM license		
Chip Set	Intel 700 Series or equivalent		
Memory	16 GB(8x2), LPDDR5, 4800 MT/s, dual channel both dims upgradable		
Hard disk	512 GB, M.2, PCIe NVMe, SSD		
Display type & Resolution and features	16.0-inch 16:10 FHD+ (1920 x 1200) Anti-Glare 250nits		
Graphics	Intel Iris Xe Graphics		
Sound	Stereo speakers, 2.5 W x 2 = 5 W total		
Keyboard	Backlit Keyboard with Numeric Keypad, English US		
Other Accessories	Carrying bag		
Camera	FHD camera Dual-array microphones		
I/O Ports	2x USB 3.2 Gen 1 Type A ports 1x Thunderbolt 4 port with DisplayPort and Power Delivery 1x USB 3.2 Gen 2 Type-C 1x Mic-in/Headphone-out Combo Jack 1x HDMI 1.4 port 1x RJ45 Ethernet port		

Description	Minimum Specification	Bidder's compliance (Yes/No)	If "No" Bidders offer
	1x SD Express Card Reader		
Power	65W AC rugged adapter, 4.5mm barrel, E4 or Compatible for better performance		
Primary Battery	4 Cell, 54 Wh, integrated		
Communications	WiFi compliant with IEEE 802.11 a/b/g/n/ac/ax Bluetooth 5.3 or newer		
Warranty	3 years Manufacturer's onsite Warranty – Proof should be attached		
Software	Microsoft Office Academic 2021 (Standalone License Package) Antivirus Software (with lifetime subscription or lifetime genuine license)		

Signature ..... Date .....

Name, Address & Contact number of the Supplier .....

## Schedule “C” Specification compliance to the Item no. 3 Laptop Computer Type III

Description	Minimum Specification	Bidder's compliance (Yes/No)	If “No” Bidders offer
Make	Please specify		
Model	Please specify		
Country of origin	Please specify (Should be a member country of ADB as per the annexure 1)		
Country of Manufacturer	Please specify (Should be a member country of ADB as per the annexure 1)		
Product Brochure	Should be available		
Manufacturer Authorization	Should be available (original should be sent to <a href="mailto:sporj-sthrd@mohe.gov.lk">sporj-sthrd@mohe.gov.lk</a> by the manufacturer)		
Energy Star	Should be available		
Year of Manufacture	2023 or later		
Processor	13th Gen Intel® Core™ i5-1335U or newer		
Processor performance minimum	12 MB cache, 10 cores, 12 threads, up to 5.00 GHz Turbo		
Operating System	Windows 11 Pro English (64bit) OEM license		
Chip Set	Intel 700 Series Desktop Chipsets or equivalent		
Memory	16 GB (8x2), DDR4, 3200 MT/s dual-channel, both dimms upgradable		
Hard disk	512 GB, M.2, PCIe NVMe, SSD		
Display type & Resolution and features	15.6-inch FHD (1920 x 1080)		
Graphics	Intel Iris Xe Graphics		
Sound	Stereo speakers, 2 W x 2 = 4 W total		
Keyboard	English US backlit keyboard		
Other Accessories	Carrying bag		
Camera	HD camera, single integrated microphone		
I/O Ports	2x USB 3.2 Gen 1 port 1x USB 3.2 Gen 1 Type-C® port with DisplayPort 1x 3.5mm universal audio port 1x HDMI 1.4 port 1x RJ45 Ethernet port 1x SD Express Card Reader		

Description	Minimum Specification	Bidder's compliance (Yes/No)	If "No" Bidders offer
Power	65W AC rugged adapter, 4.5mm barrel, E4 or Compatible for better performance		
Battery	4 Cell, 41 Wh, integrated		
Communications	WiFi compliant with IEEE 802.11a/b/g/n/ac/ax Bluetooth 5.3 or newer		
Warranty	3 years Manufacturer's onsite Warranty – Proof should be attached		

Signature ..... Date .....

Name, Address & Contact number of the Supplier .....

**Note: Reference page no. and item no. to the brochure should be mention to easy reference**

### **3. Drawings**

**Not applicable**





## Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(j)</b>	The Purchaser's country is: Sri Lanka
<b>GCC 1.1(k)</b>	The Purchaser is: Vice Chancellor, Rajarata University of Sri Lanka
<b>GCC 1.1 (q)</b>	The Site is: Faculty of Technology, Rajarata University of Sri Lanka, Mihintale
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: INCOTERMS 2010
<b>GCC 5.1</b>	The language shall be: English – United States The language for translation of supporting documents and printed literature is: English – United States
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be: <b>Attention:</b> Deputy Project Director <b>Street address:</b> Project Implementation Unit STHRD Project Ground Floor Faculty of Technology Rajarata University of Sri Lanka Mihintale ZIP code: 50300 Country: Sri Lanka Telephone: 0252266228 Fax: 0252266380 E-mail: tcbamunu@tec.rjt.ac.lk
<b>GCC 9.1</b>	The governing law shall be: The laws applicable in Democratic Socialist Republic of Sri Lanka
<b>GCC 10.2</b>	The formal mechanism for the resolution of disputes shall be: according to the United Nations Commission on International Trade Law (UNCITRAL)  <b>For a contract with a Foreign Supplier:</b>

	<p>In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by international arbitration conducted in accordance with the arbitration Rules of Singapore International Arbitration Centre.</p> <p>Place of arbitration: Singapore International Arbitration Centre No. 32, Maxwell Road, #02-01, Maxwell Chambers, Singapore 069115</p> <p><b><u>For a contract with a Local Supplier:</u></b></p> <p>In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration Procedures in the Purchaser's country.</p> <p>Place of arbitration: Development of Commercial Law and Practice, ICLP Arbitration Centre, 53/1, Ananda Coomaraswamy Mawatha, Colombo 00700, Sri Lanka</p>
<b>GCC 11.1</b>	The Scope of Supply shall be defined in: Schedule 6 (Schedule of Supply)
<b>GCC 12.1</b>	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>one original and one copy of the Supplier's invoice showing the contract Item no., full description of the goods, Code/Model no., quantity, unit and total prices, country of origin and the Harmonized Commodity Description and Coding Systems (HS) code <b><u>on item by item basis</u></b>. The full contact details of the Supplier, Purchaser and Consignee, shipping details, total number of packing cases with total volume and nett weight and method of payment must also be shown.</p> <p>one original and one copy of the Supplier's master packing list showing the contract Item no., full description of the goods, Code/Model no., quantity, country of origin and the Harmonized Commodity Description and Coding Systems (HS) code <b><u>on item by item basis</u></b>. The full contact details of the Supplier, Purchaser and Consignee, shipping details, total number of packing cases with total volume and nett weight must also be shown.</p> <p>one original and one copy of individual packing list <b><u>for each case</u></b> (showing the same information as the master packing list) and the individual case nett and gross weight and dimensions. The case number in the form 1 /X to X/X must also be included</p> <ul style="list-style-type: none"> <li>- Certificate of Origin on items by item basis issued by a Chamber of Commerce (or other duly authorized government agency located) in the Supplier's country.</li> <li>- Manufactures and/or suppliers warranty certificates for items where this required in Section 6 - Schedule of Supply.</li> <li>- Nominated agency and/or factory inspection report for items where this required in Section 6 - Schedule of Supply.</li> </ul>
<b>GCC 15.2</b>	The price adjustment shall be: NOT APPLICABLE The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

<b>GCC 16.1</b>	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>Payment shall be made in currencies mentioned in the Letter of Award within (28) days of presentation of claim supported by a written confirmation from the Purchaser declaring that the Goods have been delivered as per the conditions described in Section 6 and that all other contracted services have been performed.</p> <p>(a) On Acceptance: 90% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods upon submission of a claim supported by acceptance certificate issued by the purchaser.</p> <p>(b) Balance 10% of the Contract Price of Goods received shall be paid after the defect liability period of the Goods upon submission of a claim supported by quality and condition certificate issued by the end user.</p> <p>(c) Payments will be made by Cheque or SWIFT transfer.</p> <p>For Goods and Contracted Services supplied from within the Purchaser's country:</p> <p>(a) On Acceptance: 90% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods upon submission of a claim supported by acceptance certificate issued by the purchaser.</p> <p>(b) Balance 10% of the Contract Price of Goods received shall be paid after the defect liability period of the Goods upon submission of a claim supported by quality and condition certificate issued by the end user.</p> <p>(c) Payments will be made by Bank cheque.</p>
<b>GCC 16.4</b>	<p>The currencies for payments shall be:</p> <p>Payments shall be made Strictly in accordance with the prices with currencies quoted in the Bid submission sheet.</p> <p>The Supplier shall provide a Foreign Currency account to receive the relevant foreign currency component of the quoted bid</p>
<b>GCC 18.1</b>	<p>The Supplier shall provide a un conditional Performance Security of minimum 10 percent (10%) of the Contract Price.</p> <p>The Performance Security shall be denominated in the following amounts and currencies:</p> <p>The value of 10% of the Contract amount in the quoted currency, which shall be in proportion to the amounts and currencies of the contract price and valid for 6 months from the expected delivery completion.</p>
<b>GCC 18.3</b>	<p>The forms of acceptable Performance Security are: Section 9-5 Performance Security Form included in the Bidding Document</p> <p>Note that the Performance Security must be issued from a commercial bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka</p>

<b>GCC 18.4</b>	<p>Discharge of the Performance Security shall take place: Pursuant to Clause GCC 18.4, after delivery, installation and acceptance of the goods. the performance security shall be reduced up to 5% of the Contract price to cover the Supplier's warranty obligations in accordance with GCC Clause 28.3</p> <p>After complacent of Warranty period and rectifying the defects or substituted by new goods successfully, the Performance security will be released.</p>
<b>GCC 23.2</b>	<p>The packing, marking, and documentation within and outside the packages shall be: As described in SCC 12.1</p> <p>- Individual packing list for each case</p> <p><b>Outside each case:</b></p> <p>Clearly stenciled in indelible water proof ink</p> <p>Dean's Office, Faculty of Technology, Rajarata University of Sri Lanka, Mihintale 50300, Sri Lanka</p> <p>Contract No. MOE/STHRD/RJ-E93 IFB No. MOE/STHRD/RJ-E93</p> <p>As described in SCC 12.1</p> <p>- Case nett and gross weight and dimensions. - Case number in the form 1 /X to X/X</p>
<b>GCC 24.1</b>	<p>The insurance coverage shall be in accordance with:</p> <p>Pursuant to GCC, Sub clause 24.1, the supplier must insure the Goods in an amount equal to 110% of the CIF, CIP or EXW price of the Goods from Warehouse to Warehouse on All Risks basis, including War Risks and Strikes</p>
<b>GCC 25.1</b>	<p>Obligations for transportation of the Goods shall be in accordance with: INCOTERMS 2010</p>

<b>GCC 26.2</b>	<p>Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the following times or milestones, and places:</p> <p>Goods: As specified in Section 6 (Schedule of Supply)</p> <p>Type of Test: Bidder must provide the certificate(s) obtained from National level certification body accepted by the client.</p> <p>Time or Milestone: Inspection will be at</p> <ul style="list-style-type: none"> <li>i. After delivery</li> <li>ii. After installation</li> </ul> <p>Place:</p> <p>Faculty of Technology, Rajarata University of Sri Lanka, Mihintale</p> <p>Address:</p> <p>Rajarata University of Sri Lanka</p> <p>Mihintale</p> <p>Country: Sri Lanka</p>
<b>GCC 27.1</b>	The applicable rate for liquidated damages for delay shall be: 0.50 % per week or part thereof
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: 10% of the contract value
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: As per mentioned in Section 6 Compliance to the specifications from acceptance for the item</p> <p>The place of final destination shall be:</p> <p>Place, Faculty of Technology, Rajarata University of Sri Lanka</p> <p>Address: Mihintale. 50300</p> <p>Country: Sri Lanka</p>
<b>GCC 28.5</b>	The Supplier shall correct any defects covered by the Warranty within 14 days of being notified by the Purchaser of the occurrence of such defects.
<b>GCC 30.1 (b)</b>	The amount of aggregate liability shall be: 100% of the Contract Price