

Original



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**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING
AND MAINTENANCE OF 72 NOS. DX- SPLIT NON-INVERTER
COMPRESSOR TYPE AIR-CONDITIONING SYSTEM FOR THE
DEPARTMENT BUILDING COMPLEX OF THE FACULTY OF
MANAGEMENT & FINANCE UNIVERSITY OF COLOMBO**

PROCUREMENT NO.: NCB/HVAC/2026/FMF

BIDDING DOCUMENT

Bid Opening on	05/11/2026
Bid Validity up to	04/02/2027
Bid Bond Validity up to	04/03/2027
Bid Security	Rs. 300,000.00
Beneficiary	Vice Chancellor University of Colombo

Client

The Chairman,
Department Procurement Committee,
On behalf of University of Colombo,
94, Cumarathunga Munidasa Mawatha,
Colombo 3

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University of Colombo

INVITATION FOR BIDS (IFB)

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND MAINTENANCE OF 72 NOS. DX- SPLIT NON-INVERTER COMPRESSOR TYPE AIR-CONDITIONING SYSTEM FOR THE DEPARTMENT BUILDING COMPLEX OF THE FACULTY OF MANAGEMENT & FINANCE UNIVERSITY OF COLOMBO

PROCUREMENT NO.: NCB/HVAC/2026/FMF-1

1. The Chairperson, Department Procurement Committee invites sealed bids from interested eligible and qualified bidders for Supply, Installation, Commissioning testing and Maintenance of 72 Nos. DX- SPLIT Non-Inverter Compressor Type Air-Conditioning System for the Department Building Complex of the Faculty of Management & Finance, University of Colombo.
2. Bidding will be conducted through the National Competitive Bidding (NCB – Single Stage One Envelope Bidding Procedure) specified in the National Procurement Guidelines 2024 and are opened to all eligible bidders as defined in the Guidelines.
3. To be eligible for contract award, the successful bidder shall not have been blacklisted. The qualification criteria for the eligible bidders shall include the following. (Additional qualification requirements are given in the Procurement Documents)
 - a) **General Experiences**
 - i. The Bidder should have at least ten (10) years of experience in Supply, Delivery, Installation, Commissioning, Testing and Maintenance of DX- SPLIT Non-Inverter Compressor Type Air-Conditioning System.
 - ii. Must operate at least one maintenance workshop owned and managed by the bidder.
 - iii. The bidders shall also register themselves with the Registrar of Public Contracts, Sri Lanka in terms of the Public Contract Act No. 03 of 1987. The Original Certificate of Registration (PCA 03) shall be submitted with the bid.
 - b) **Specific Experience in contract of similar nature.**

The Bidder shall have successfully completed at least two similar nature & complexity contracts over last ten years involving the Supply, Delivery, Installation, Commissioning, Testing and Maintenance of DX- SPLIT Non-Inverter Compressor Type Air-Conditioning System with each contract covering a minimum of 50 machines. Completion shall be supported with proof of successful completion.
4. Interested Bidders may obtain further information from Deputy Bursar, Faculty of Management & Finance, University of Colombo, No.166, Bauddhaloka Mawatha, Colombo 07 or through Telephone: 0112583106, mobile 0770042834, Email: db@fmf.cmb.ac.lk and inspect the Bidding Document free of charge during 9.00 a.m. to 3.00 p.m. in working days

commencing from 12th October 2026 up to 4th November 2026 at the office of **Finance Division, Faculty of Management & Finance, No.166, Baudhaloka Mawatha, Colombo 07.**

Procurement Document is published on University of Colombo web site (<https://cmb.ac.lk/category/procurements>) only for reference purpose.

5. A complete set of Bidding Documents in English may be purchased from the office (address above para 4) by interested bidders on the submission of a written request on a business letterhead with the receipt for the Non- Refundable payment of **LKR 5,000.00** paid to the main collection account of the University of Colombo under the reference number **505170600013** at any branch of People's Bank.
6. Bids in two copies (Original & Duplicate) must be delivered to the tender box available **at Supplies Division, University of Colombo, No 94, Cumarathunga Munidasa Mawatha, Colombo 03 on or before 2.30 p.m. on 5th November, 2026.**
7. Late bids will be rejected. Bids will be opened soon after closing the bids in the presence of the bidders' or their representatives, who choose to attend.
8. All bids must be accompanied by a Bid Security in the form of bank guarantee of not less than Sri Lankan Rupees Three hundred thousand. (LKR 300,000.00). **Bid security shall be valid up to 4th March 2027**, from the date of closing of bids and **Bid Security shall be** obtained from any Commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
9. A Pre-Bid Meeting will be held at 10.30 a.m. on **22nd October, 2026 in the Dean's office, Faculty of Management and Finance, University of Colombo 07.** All interested Bidders may participate in the Pre-Bid meeting.
10. The Purchaser reserves the right to accept or reject any bid, and to amend the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

The Chairman,
Department Procurement Committee,
On behalf of University of Colombo,
94, Cumarathunga Munidasa Mawatha,
Colombo 03
12.10.2026

SECTION – 01
Bidding Documents Volume 1
Section I – Instructions to Bidders (ITB)

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

General

1. Scope of Bid

- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents
- (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. Scope of Bid

- 2.1 Payments under this contract will be financed by the source **specified in the BDS**.

3. Ethics, Fraud and Corruption

- 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by 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 official in the procurement process or in contract execution;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and
 - (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 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders

- 4.1 All bidders shall possess legal rights to supply the Goods under this contract.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (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 National Procurement (NPA), (Presently National Procurement Commission of Department of Public Finance) at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of www.treasury.gov.lk
- 4.4 Foreign Bidder may submit a bid only if so stated in the BDS.
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 shall be complied with other internationally accepted standards.

Contents of Bidding Documents

6. **Eligible Bidders**
- 6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.
- Volume 1**
- Section I. Instructions to Bidders (ITB)
 - Section VI. Conditions of Contract (CC)
 - Section VIII. Contract Forms
- Volume 2**
- Section II. Bidding Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria
 - Section IV. Bidding Forms
 - Section V. Schedule of Requirements
 - Section VII. Contract Data
 - Invitation for Bid
- 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 requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.
- 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 addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12, 14, and 15;**
 - (b) Bidder's details

- (c) Recurrent Cost Details
 - (d) Non Collusion Declaration
 - (e) Bid Security, in accordance with **ITB Clause 20**;
 - (f) documentary evidence in accordance with **ITB Clauses 18 and 29**, that the Goods and Related Services conform to the Bidding Documents;
 - (g) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (h) any other document required in the BDS.
- 12. Bid Submission Form and Price Schedules**
- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, if a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.
- 14.4 (i) Prices indicated on the Price Schedule shall 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 shall not be included in the price but shall be indicated separately; (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination; (iv) the price of other incidental services
	14.5	The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31
	14.6	All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
15. Currencies of Bid	15.1	The Bidder shall quote in Sri Lankan Rupees or Foreign Currencies and payment shall be payable only in Sri Lankan Rupees.
16. Documents Establishing the Eligibility of the Bidder	16.1	To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
17. Documents Establishing the Conformity of the Goods and Related Services	17.1	To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
	17.2	The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

- 17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 18. Documents Establishing the Qualifications of the Bidder**
- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
 - (b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) That the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criterion.
- 19. Period of Validity of Bids**
- 19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 20. Bid Security**
- 20.1 The Bidder shall furnish as part of its bid, a Bid Security, as specified in the BDS.

- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lankan Rupees, and shall:
- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
 - (b) Be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the NPC (Department of Public Finance) website; www.treasury.gov.lk In relation to the foreign bank the contractor should advise through Central Bank of Sri Lanka approved Commercial Bank operating in Sri Lanka.
 - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;
 - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (F) Remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
- 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 its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
 - (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
 - (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 42;
 - (ii) Furnish a Performance Security in accordance with ITB Clause 43.

**21. Format and
Signing of Bid**

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as “ORIGINAL.” In addition, the Bidder shall submit a copy of the bid and clearly mark it as “COPY.” In the event of any discrepancy between the original and the copy, the original shall prevail.
- 21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

**22. Submission, Sealing
and Marking of
Bids**

Submission and Opening of Bids

- 22.1 Bidders may always submit their bids by mail or by hand.
 - (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- 22.2 The inner and outer envelopes shall:
 - (a) Bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
 - (c) bear the specific identification of this bidding process as indicated in the BDS; and
 - (d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

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| 23. | Deadline for Submission of Bids | 23.1 | Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS. |
| | | 23.2 | The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 24. | Late Bids | 24.1 | The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder. |
| 26. | Bid Opening | 26.1 | The Purchaser shall conduct the bid opening in public at the Address, date and time specified in the BDS . |
| | | 26.2 | First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further. |
| | | 26.3 | All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected a 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.

27. Confidentiality

Evaluation and Comparison of Bids

- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 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 its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

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) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (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. Non-conformities,
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 its 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, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited

**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 has 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 2
- (d) Recurrent Cost Details

32. Preliminary Examination of Bids

- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.
- 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 in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference

- 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35. Evaluation of Bids

- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate following:

- (a) the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
- (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those setouts in Section III, Evaluation and Qualification Criteria;
- (e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors listed in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids

35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

37. Past qualification of the Bidder

37.1 The bidders should be prepared to provide samples if requested by the University for further evaluation. All the items supply under the purview of this procurement should strictly be confirmed the quality of the sample and the specifications...

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest

evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

39. Award Criteria

39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Purchaser's Right to Vary Quantities at Time of Award

40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

41. Notification of Award

41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

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

41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42. Signing of Contract

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

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

43. Performance Security

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders

pursuant to ITB Sub-Clause 20.4.

- 43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION – 02

STANDARD FORMS (CONTRACT)

- Letter of Acceptance
- Form of Agreement
- Form of Performance Security
- Form of Advance Payment Security

Letter of Acceptance

Letterhead paper of the Employer / Procuring Entity]
[Date]

To: [Name and address of the Supplier]

This is to notify you that your Bid dated **[insert date]** for execution of the **[insert name of the Contract and identification number, as given in the Contract Data / BDS]** for the Accepted Contract Amount of the equivalent of **[insert amount in numbers and words], [insert name of currency]**, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within **[insert number]** days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section **[insert Section number]**, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Form Contract Agreement

THIS CONTRACT AGREEMENT is made the [insert: number] day of [insert: month], [insert: year].

BETWEEN

- (1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of or corporation and having its principal place of business at [insert address of Purchaser] (hereinafter called —the Purchaser)), and
- (2) [Insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called —the Supplier)).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, via[insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the SUPPLY AND INSTALLATION of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(is)] (hereinafter called —the Contract Price)).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier 's Bid and original Price Schedules
 - (f) The Purchaser 's Notification of Award
 - (g) [Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and
In the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the
Purchaser Signed: [insert
signature]

In the capacity of [insert title or other appropriate designation] in the presence of [insert
Identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]
In the capacity of [insert title or other appropriate designation]
In the presence of [insert identification of official witness]

Form of 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: Vice Chancellor, University of Colombo 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 AND INSTALLATION 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]

FORM OF ADVANCE PAYMENT SECURITY

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

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

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

[Issuing agency's letterhead]

***Beneficiary:** Vice Chancellor, University of Colombo **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 AND INSTALLATION of [insert types of Goods to be delivered] (hereinafter called "the Contract").

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s) 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 purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [insert date ⁵¹].

.....
.....

[Signature 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 (is) 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 established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”

SECTION – 03

CONDITIONS OF CONTRACT

1. Definitions

1.1 The following words and expressions shall have the meanings 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 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.
- (f) —CC means the Conditions of Contract.
- (g) —Goods means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under The Contract.
- (h) —Purchaser means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) —Related Services means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) —Subcontractor means any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (k) —Supplier^l means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) —The Project Site, ^l where applicable, means the place named in the Contract Data.
- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts Thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read As a whole.
- 3. Fraud and Corruption**
- 3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and Execution of such contracts. In pursuit of this policy:
- (i) —corrupt practice^{ll} 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^{ll} means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) —collusive practice^{ll} 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^{ll} 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 or Association**

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

Consortium or association shall not be altered without the prior consent of the Purchaser.

7. **Eligibility**

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied

Shall be complied with other internationally accepted standards, such as British 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 and installation	11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents	12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13. Supplier's Responsibilities	13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14. Contract Price	14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
15. Terms of Payment	15.1 The Contract Price shall be paid as specified in the Contract Data. 15.2 The Supplier 's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty-eight (28) days after submission of 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 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty- eight (28) 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 copyright 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 it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such

Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from The Purchaser for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Sub-contracting

- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or Later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

- 21.1 Technical Specifications and 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 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 any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

- | | | |
|----------------------------------|------|---|
| 22. Packing and Documents | 22.1 | The Supplier shall pack the Goods as is required to prevent Their damage or deterioration during transit to their final destination, as indicated in the 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 Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier. |
| 25. Inspections and Tests | 25.1 | The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data. |
| | 25.2 | The inspections and tests may be conducted on the premises of The Supplier or its Subcontractor, at point of delivery, and/or at the Goods ‘final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. |
| | 25.3 | The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and Board and lodging expenses. |
| | 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 inspection impede the progress of manufacturing and/or the Supplier ‘s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected. |

- 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 specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 26. Liquidated Damages**
- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.
- 27. Warranty**
- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.

- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such 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.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**28. Patent
Indemnity**

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

Contract by reason of:

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

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

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the

Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, 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**
- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.
- 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, —Force Majeure means an Event or situation beyond the control of the Supplier that is not foreseeable is unavoidable, and 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 its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 32. Change Orders and Contract Amendments**
- 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) The Related Services to be provided by the Supplier.

- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or 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 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 33. Extensions of Time**
- 33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.
- 34. Termination**
- 34.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or

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

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

34.2 Termination for Insolvency.

- (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 its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (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 Goods 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. |
| 36. Retention money | 36.1 Retention Money: The amount of the retention is 5% on the contract value Release of retention money: After the effects liability period /Warranty period of twelve month. |
| 37 Sample of the Item | 37.1 The bidders should be prepared to provide samples if requested by the University for further evaluation. All the items supply under the purview of this procurement should strictly be confirmed the quality of the sample and the specifications. |

SECTION 4
FORM OF BID AND QUALIFICATION INFORMATION

FORM OF BID

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

Date:.....

[Insert date of Bid Submission]

No.:

[Insert number of bidding process]

**To: Chairman,
Department Procurement Committee
University of Colombo**

We, the undersigned, declare that:

(a) We have Examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedules of Requirements the following Goods;

.....

(c) The total price of our Bid without VAT, including any discounts offered is; [insert the total bid price in words and figures];

.....

.....

.....

(d) The total price of our Bid including VAT, and any discounts offered is: [insert the total bid price in words and figures];

.....

.....

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (h) Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any Part of the contract has not been declared blacklisted by the National Procurement Agency;
- (i) We understand that this bid, together with your written acceptance thereof included In your notification of award, shall constitute a binding contract between us, until a Formal contract is prepared and executed.
- (j). we understand that you are not bound to accept the lowest evaluated bid or any other Bid that you that you may receive.

.....

Signed: [insert signature of person whose name and capacity are shown]
In the capacity of [insert legal capacity of person signing the Bid Submission Form]

.....

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

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

.....

[Insert complete name of Bidder]

Dated onday of [Insert date of signing]

"

Qualification Information

This Section compliments the Instruction to Bidders. It contains the criteria that the purchaser uses to evaluate a bid and determine whether A Bidder has the required qualifications. No other criteria shall be used.

1. Evaluation Criteria (ITB 35.3 {d})
2. Evaluation Criteria (ITB 35.4
3. Multiple Contracts (ITB 35.5)
4. Domestic Preference (ITB 34.1)
5. Post qualification Requirements (ITB 37.2

Evaluation Criteria (ITB 35.3 (d))

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

- (a) Delivery schedule 27

Option 1

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both date inclusive) specified in Section VI, Delivery schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, as adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.

Option 2

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

Option 3

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

(b) Deviation in payment schedule. (insert 1 of the following)

(I) Bidders shall state their bid price for the payment schedule outline In the Contract Data. Bid shall be evaluated on the basis of this base price. Bidders are, however, permitted to state and alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule out lined in the Contract Data.

Or

(II) The Contract Data stipulate the payment schedule specified by the purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms out lined in the bid as compared with those stipulated in the Contract Data, at the rate per annum specified in BDS Sub-Clause 35.3(d).

(c) Cost of major replacement components, mandatory spare parts, and service. [Insert one of the Following]

(i) The list of items and quantities major assemblies, components and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 17.3, is in the List of Goods. And adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only. At quantities

Or

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

(d) Specific additional criteria

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

2. Evaluation criteria (ITB 35.4)
(describe the methodology)

3. Multiple Contract (ITB 35.5)

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

The Purchaser shall:

- (a) Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub -Clause 14.8

I (b) take into account:

- (i) the lowest - evaluated bid for each lot and
- (ii) The price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

3. Post qualification Requirements (ITB 37.2)

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

a) Financial Capability

The Bidders shall furnish documentary evidence that it meets the following financial requirement (s): [list the requirement (s)]

b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirements (s): [list the requirement (s)]

- c) The Bidder shall furnish documentary evidence to demonstrate that the Goods its offers meet the following usage requirement:[list the requirement (s)]

4 Domestic preference (ITB 34.1)

If the Bidding Data Sheet show specifies, the Purchaser will grant a margin of preference to Goods manufactured in Sri Lanka for the purpose of bid

comparison, in accordance with the procedure outlined in subsequent paragraphs.

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

- a) **Group A:** Bids offering Goods manufactured in Sri Lanka, for which (i) labor, raw materials, and components from within Sri Lanka account for more than thirty (30) percent of the price quoted; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such Goods at least since the date of bid submission.
 - b) **Group B:** All other bids
- All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bid shall be compared with each other and if as a result of this comparison a bid from Group A, it shall be selected for the award.

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

Signature and seal of the Bidder:

SECTION - 5
BIDDING DATA & CONTRACT DATA

BIDDING DATA
Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is University of Colombo
	Name of the procurement Supply, Delivery, Installation, Commissioning, Testing And Maintenance of 72 Nos. DX- SPLIT Non-Inverter Compressor type Air Conditioners for the Department Building Complex of the Faculty of Management & Finance, University of Colombo. PROCUREMENT NO.: NCB/HVAC/2026/FMF-1
ITB 2.1	Source of Funds: GOSL
	B. Contents of Bidding Documents
ITB 7.1	Contract details for clarification Contact Person: Deputy Bursar/ Faculty of Management& Finance Address: Faculty of Management & Finance University of Colombo No.166, Bauddhaloka Mawatha, Colombo 07, Telephone Number:0112583106 mobile 0770042834,0776127459, Email:db@fmf.cmb.ac.lk Late date for clarification: on or before 2.30 pm on 27th October 2026. All clarification should be forwarded to above email address
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents with the bid:

	i. If the bid submitted by a party other than the manufacturer, such as an importer, a trader, an agent, who will act as the supplier and sign the contract, such bidders shall submit a statement by the manufacturer certifying that the bidder is authorized to offer goods manufactured by him and the manufacturer will assume all warranty obligations (Use the format given in this document for section V Bidding Forms “Manufacturer’s Authorization” ii. The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a. Bids submitted by a limited liability Company or a Corporation: A notarized Power of Attorney; or a Board resolution certified by a Company Secretary. b. Bids submitted by a single Proprietor: Signature of the Proprietor or notarized Power of Attorney. c. Bids submitted by a Partnership: Notarized Power of Attorney. A Copy of the partnership agreement shall be submitted with the power of Attorney. iii. Valid Business registration iv. Annual service agreement for first five years from date of installation. v. The requirements under the Public Contract Act (PCA) No. 03 of 1987. The bidder should submit the original with the bid. vi. Non-collusion Declaration vii. Company article association viii. Audited Financial Statement for the previous three consecutive financial years. ix. Documents to prove bidder’s experience for last 10 (ten) years for similar nature contracts. x. Two of similar nature contracts with minimum of 50 or more numbers of Air conditioners during last ten (10) Years with proof of successful completion xi. A Copy of the payment receipt of purchasing Bidding Documents should be attached with the Bid. xii. Manufacture Certificate to prove International Warranty with 10 years spare parts availability. xiii. Power of Attorney or Board Resolution authorizing the person to sign the bid on behalf of the company, issued through an appropriate Company Board Resolution
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ITB 13.1	Alternative or optional bids shall not be considered. One bid is allowed for a bidder.		
ITB 14.3	Bid must be submitted for all quantity - High Wall Type, Non-Inverter compressor model		
	Item	Total Capacity	Qty.
	1	9,000 Btu/hr.	56
	2	12,000 Btu/hr.	12
	3	18,000 Btu/hr.	4
ITB 15.1	Bidders are permitted to submit their price in Sri Lankan rupees and Payments shall be made only in LKR		
ITB 17.3	List of general maintenance, spares required after the warranty period should be specified		
ITB 18.1 (a)	Manufacturer’s Authorization shall be required using the form included in Section IV, Bidding Forms		
18.1 (b)	After-sales service is: Required five years maintenance after warranty		
ITB 19.1	The bid shall be valid up to 4 th February 2027		
ITB 20.1	The bid shall include bid security guarantee issued by a commercial bank operated in Sri Lanka using the form included in Section IV Bidding Forms. i. An unconditional on demand bank guarantee ii. issued by any commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka iii. in favor of The Vice Chancellor, University of Colombo		
ITB 20.2	The value of the bid security must be rupees Three hundred thousand (LKR 300,000.00), The bid security shall be valid until 4 th March 2027		
	D. Submission and Opening of Bids		
ITB 22.2 (c)	The inner and outer envelopes shall be marks as “NCB/HVAC/2026/FMF-1 Supply, Installation, Maintenance of 72 nos.DX- SPLIT Non-Inverter Air-Conditioning System-Faculty of Management & Finance University of Colombo’.		

ITB 23.1	Address for bid submission Deputy Bursar, Supplies, University of Colombo, No 94 Cumarathunga Mawatha, Colombo 3. On or before 02.30 pm 05th November , 2026
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference is not allowed
ITB 35.3(d)	a) Deviations in delivery schedule -shall not apply b) Deviations in payment schedule -shall not apply c) Life time cost The life cycle cost (recurrent costs) shall be considered in the evaluation of the bid price. The recurrent cost shall be outlined by the bidder in section IV -Recurrent Cost details of the bidding forms. For evaluation purpose only the net present value (NPV) of the net cash outflows over a 05 years period will be added to the bid price. The risk-free interest rate published by the Central bank on 28 days prior to the bid opening date.
ITB 35.4	The following factors will be used for evaluation: 01. Compatibility with qualification criteria outlined in IFB and described in section III 02. Completeness of submission of bidding forms outlined in section IV- Bidding forms 03. Completeness of submission of required schedules outlined in section V – Schedule of Requirements) 04. Duly sign of bid submission 05. Submission of a Non-Collusion Declaration 06. Compatibility with schedules of requirements 07. Compatibility with international standards 08. Price and discount offered by the bidder 09. Warranty period 10. Recurrent cost calculation
ITB 35.5	Bidder shall quote for all items The lowest evaluated bid of entire items shall be considered for post qualification

ITB 37.2	Post qualification criteria 01. Submission of manufacturer authorization 02. Financial capacity a. The average annual turnover for immediately preceding three years shall be minimum Rs.30Mn. b. Average working capital of last 03 years should be positive (Current Assets – Current Liabilities) or c. The bidder shall provide minimum of Rupees ten Million (Rs.10Mn) of Credit facility and it shall be obtained from a commercial bank approved by the Central Bank.
Pre bid meeting	Pre Bid Meeting will be held on 22.10.2026, 10.30 hrs. at the Deans Office, Faculty of Management & Finance, University of Colombo, No.166, Bauddhaloka Mawatha, Colombo 07.
Appeal	All procurement appeals must be submitted within seven (07) days of the bidder being notified by the Vice Chancellor, University of Colombo regarding the intention to award the contract to the successful bidder. A non-refundable payment of LKR 10,000.00 must be paid to the main collection account of the University of Colombo under the reference 505170600013 to any branch of People's Bank. Each appeal must be addressed to The Vice Chancellor, University of Colombo.

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)	The Purchaser is: Vice Chancellor, University of Colombo
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: Faculty of Management & Finance University of Colombo No.166, Bauddhaloka Mawatha, Colombo 07,
CC 8.1	Purchase's address shall be, Faculty of Management & Finance University of Colombo No.166, Bauddhaloka Mawatha, Colombo 07,
CC 12.1	Details of Shipping and other Documents to be furnished by the Supplier are – not applicable
CC 15.1	CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: A: For Goods offered within Sri Lanka Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered, Installed and properly Commissioning with the appraisal report of end users.
CC 17.1	A Performance Security 10 % of the awarding price be required valid for period of 468 days of from the date of letter of award.
CC 25.1	The inspection and test shall be required on all component & services includes use acceptance test at the premises of the Faculty of Management & Finance, UOC
CC 25.2	The inspection & Test shall be conducted a team appointed by the University
CC 26.1	The liquidated damage shall be 1% per week from the Contract Price
CC 26.1	The maximum amount of liquidated damages shall be 10 %

SECTION – 06
SPECIFICATIONS

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A. DX- SPLIT AC SYSTEM FOR DEPARTMENT BUILDING

1. GENERAL

The proposed HVAC system design under this tender is for the Department building at Faculty of Management & Finance. This system comprises a DX-split, non-inverter compressor type air conditioning system with 56 Nos. 9,000 Btu/hr. high wall units, 12 Nos. 12,000 Btu/hr. high wall units & 04 Nos. 18,000 Btu/hr. high wall units.

2. SYSTEM DESCRIPTION

The DX-Split system comprises high-wall indoor units with outdoor units.

Item	Total Capacity	Qty.	Remarks
1	9,000 Btu/hr.	56	High Wall Type, non-inverter compressor model
2	12,000 Btu/hr.	12	High Wall Type, non-inverter compressor model
3	18,000 Btu/hr.	04	High Wall Type, non-inverter compressor model

Electrical power wiring terminated with a suitable MCB shall be installed by the client under “customer’s commitments.” The actual power requirement should be obtained from the selected bidder after the tender award.

3. STANDARDS AND REGULATIONS

All equipment is to comply with current Sri Lanka regulations, the relevant British and American codes of practice.

A competent Engineer must be in regular attendance throughout the whole contract. The whole of the installation shall be executed in conformity with the drawings, specifications, and internationally accepted codes of practice and regulations.

4. GENERAL REQUIREMENTS

Quality of Equipment and Materials

All equipment and materials shall be brand new, of a quality accepted by CLIENT and presenting no dent, damage or breakage during transportation or installation.

All Metal parts shall be protected on site from rust, corrosion and dirt by proper storage, packaging and covering. All rusted parts of metal, subject to the Engineer's approval, shall be cleaned of corrosion products and given two coats of anti-rust paint before installation.

The HVAC contractor must possess the following facilities:

1. Workshop for air conditioner repairs and maintenance.
2. Technicians trained specifically for the brand of AC equipment offered.
3. Engineer responsible for overseeing the installation.
4. Stock of important spares for offered AC units.

Painting, Tags, Nameplates

All steel works in connection with supports for pipe units etc., exposed to the elements are to be painted with two coats of an approved rust preventive paint, preferably zinc-rich primer and two coats of enamel paint of Grey colour or as approved by the CLIENT.

All exposed metal surfaces of refrigeration and electrical apparatus, motors, guards, un-insulated pipe work, etc., must be painted with one coat of undercoat and two coats of enamel paint finish to approve colour.

5. DRAWINGS, SUBMITTALS, INSTRUCTIONS, MANUALS & SAMPLES

General

All drawings and material submissions, other information and samples must be supplied to CLIENT as and when agreed during the WORKSITE meetings, in the progress chart or as instructed by CLIENT.

Submittals & Engineers' Approval

The Contractor shall submit for approval detailed information data for the units he proposes to install. Such submittals shall contain the following information:

1. Model number
2. Name of manufacturer and country of origin
3. Manufacturer's data showing the capacity of equipment, physical dimensions a list of all components and their characteristics.
4. Performance of the units at design conditions.

All materials and installations are subject to inspection by the CLIENT. Any part rejected shall be immediately dismantled, removed from the site and replaced or repaired to conform to the specifications and to the full satisfaction of the CLIENT.

Any interim approval given by the CLIENT does not relieve the Contractor of his obligations under this CONTRACT.

Manufacturer's catalogues, performance data, wiring diagrams and installation drawings relevant only to the particular items concerned. General catalogues will not be acceptable.

Record drawings (as-built drawings)

The work contractor shall provide as-built drawings of the whole of the air conditioning and ventilation system in such detail as to facilitate the operation, servicing, repair or replacement of any part of the installations.

A complete register of drawings shall be included. The record drawing shall record the arrangements of works, as installed and indicate the following.

- 1.) Size and detail of the plant and equipment.
- 2.) Schedule of valves, terminals, devices, etc., including reference number, location and duties.
- 3.) Lay out all ducts and pipes (including sizes), and the position of all regulating and isolating devices.
- 4.) All flow quantities, pressure drops and capacities.
- 5.) Flow diagrams of each system.
- 6.) Manufacturer's drawings
- 7.) Control equipment and diagrams of the application of automatic controls.
- 8.) Wiring diagrams of all electrical services supplied under the contract.
- 9.) The record drawings shall show clearly the arrangements of works, as actually installed, and shall show all the layouts of ducts, pipes, the position of all regulating devices, location and sizes of all plant and equipment.
- 10.) All ductwork shall be drawn to scale and indicated by double lines. In general arrangement drawings, pipes may be indicated by lines.

6. EQUIPMENT

6.1 DX- SPLIT SYSTEM

Outdoor Units

All condensing units shall comprise inverter-driven compressors, refrigerant R-32. The amount of refrigerant should be regulated freely according to the load on the indoor unit by the inverter-driven compressor in the outdoor unit.

Indoor Units

Supply and install, DX-split system as indicated in the schedule of equipment. High wall indoor units as indicated on drawings, each capable of the duty as mentioned in the schedule of equipment. Space available for the units shall be confirmed with the civil and architectural proposals of the main contract, and the sizes of units shall be selected to fit into the space available.

Indoor Units-High Wall Units

Indoor units are high wall type units comprising an indoor unit and an outdoor condensing unit.

1. The unit shall have a wireless remote controller
2. Auto swing mechanism for air delivery.
3. Auto operation
4. Auto-restart function
5. Energy-saving hydrophilic coating on the cooler coil
6. Washable Air Filter

7. NOISE CONTROL

Noise control requirements

In order to meet the NC levels stated below, it may be necessary to provide silencers adjacent to the air conditioning units. Acoustic lining of ductwork will generally not be acceptable.

Silencers shall be constructed from galvanized mild steel sheet 1.2 mm thick with mild steel angle flanges. The splitter acoustic lining shall be resin-bonded material with a perforated sheet steel facing and shall have a Class 1 Fire rating to B.S. 476.

Silencers shall be manufactured and constructed to an approved detail drawing submitted by the Works Contractor. Due regard to the air velocity and pressure drop shall be taken by the Works Contractor in sizing the silencers, to ensure a satisfactory installation. The pressure drop across the silencers shall be added to the specified external resistance of the air handling units.

The Works Contractor shall supply to the Engineer for approval. Detailed calculations showing noise levels in each section of ductwork and silencer selections based on the calculations. Ductwork shall be installed in accordance with Section 12-3.06. Where the Works Contractor has difficulty in preventing noise regeneration, the Works Contractor shall agree on the attenuation measure necessary with the Engineer.

Noise

In general, the following noise rating shall not be exceeded.

	<u>dB (A)</u>	<u>NC Level</u>
Meeting/Offices	35-45	25-35

Sound measurements shall be made at 1 meter distance from the grille or diffuser within the area served and measured on Scale 'A' by the approved sound level meter.

The size of the duct mentioned in the drawing is shown without considering the silencers. The contractor shall increase the size of the duct or plenum suitably to accommodate the silencers which he proposes.

Vibration control

To restrict the noise transmission caused by structural vibration, measures shall be taken to isolate plant, pipes and ducts from the building structure, by using anti-vibration mountings and flexible connections.

The chillers and air handling units shall be mounted on anti-vibration units in the form of multi-layer rubber pads with galvanized sheet inserts. Chillers may alternatively be mounted on springs suitably selected and approved by the manufacturer. Water pumps shall be provided with pads installed directly underneath concrete inertia blocks on which the pumps are installed.

Multi-layer pads shall be composed of rubber sheets, preferably with a square grid pattern on both sides, and galvanized steel sheet inserts of 16 gauges. The composite pad thickness shall be selected to suit the equipment, but shall be not less than 32 mm. Spring-type vibration isolators shall be fitted with a limit stop to prevent excessive movement, and there shall be a compensating pre-setting. Care shall be taken to prevent any anti-vibration devices from being loaded beyond their safe limits during the erection of machinery.

Anti-vibration mountings shall be installed in accordance with the manufacturer's written instructions, and shall not cause any change to equipment or pipe work position, resulting in piping stresses or misalignment.

Rigid connections between equipment or services and the building structure that degrade the noise and vibration isolation system will be rejected. The electrical connections to isolated types of equipment shall be looped to allow free motion of isolated equipment.

8. ELECTRICAL AND CONTROL REQUIREMENTS

Power installation

The Works contractor shall supply and install all power wiring and materials required for the proper operation of the air conditioning units and exhaust fans.

The materials to be provided shall include, but not be limited to, circuit breakers, starters, switches, motors, cables, conduits and isolators as required for the proper and safe operation of all equipment. Contractors, overload relays, control relays, push buttons, Indication lamps, selector switches, etc., to be of an approved manufacturer.

All materials and equipment used for the Works shall be of the best quality and of **robust** Construction, and all materials and installations shall comply fully with the following

- a) Ministry of Electricity and Water Regulations.
- b) Relevant British Standards.
- d) IEE (Institute of Electrical Engineers, UK) regulations-15th edition, as amended to the date of contact.
- d) All other pertaining local regulations.

Electricity supply available at the site for the air conditioning and ventilation services has the following characteristics:

All Electrical equipment and accessories (motors, control gear, etc.) shall be dust protected and vermin-proof. In addition, they shall be of a totally enclosed construction.

Each and every electrical component shall be provided with a Substantial earth terminal suitably located to facilitate each connection.

All motors shall comply with BS 500 Part II or BS 1608 as appropriate and shall be provided with Class B insulation to BS 2751 as a minimum standard. All motors shall be designed to suit the maximum temperature of air passing over the motors and the additional temperature rise caused by exposure to the sun. This type of winding insulation shall, however, be not less than Class B.

Each motor shall be of CMR Class rating and shall be of such duty and output as to adequately perform its function under normal conditions of service without overloading.

Electric motors up to and including 0.37 kW shall be suitable for operation at 240 volts single phase. Motors rated above 0.37 kW shall be of the three-phase squirrel cage induction type with drip-proof housing to BS 3979 in exposed locations; motors shall be totally enclosed fan-cooled. Motors mounted in air supply ducts and in other locations where directly positioned in the air stream shall be totally enclosed fan-cooled. All motors and associated equipment shall be tropicalized. All motors shall be totally enclosed IP44.

Motors shall be complete with a thermostatic control element for protection against overheating.

The bus bar short circuit withstand capacity for the AHU panel should be 22 KA for 3 seconds.

All motor shafts shall be provided with a keyway unless the motor is of the flange-mounted type, in which case, they shall be adjustable rails.

Fan motors shall be of adequate capacity to operate with an increase in fan speed of 10% from the design values specified.

Control panels shall contain control and protection devices for power circuits to all air handling units, fan coil units and fans indicated on the drawings. Control devices shall be type-D MCBs, to BS 3871 Pt. 1.

There will be a motor control centre as part of the HVAC supply. The control centre should have incoming isolators, MCCB for protection of individual starters, starters for fans, etc., mounted on a box-type panel with proper isolation for ease of maintenance. All power and control wiring should be numbered and colour-coded.

9. INSPECTION, TESTING AND COMMISSIONING

General requirements

All works may be inspected at any stage during the progress of work as well as after the completion of the works.

The Works Contractor shall submit to the CLIENT for approval the test and commissioning

procedures to be carried out for the execution of the works. Failure to comply with the approved procedure will result in the rejection of the related works

All works shall be tested and commissioned in accordance with the relevant British Standards, Specifications and Codes of Practice to the entire satisfaction of the Engineer.

Any defects pointed out at any time, during the progress of work and or during the test, shall be rectified and retested at no additional cost to the client.

At least two copies of Test Certificates, if the tests are carried out at the manufacturer's plants, must be forwarded to the CLIENT prior to the dispatch of materials to the site.

All the test points required for carrying out the testing and commissioning of the system, including the measuring instruments to measure pressure, temperature, pressure drop, velocity, volume, flow rate, or any conditions to be measured, shall be provided by the works Contractor.

The works contractor shall carry out all the performance tests initially before requesting the Engineer to witness the test. The works contractor shall ensure that the system is free from any dirt, welding snag or any other foreign matter before the system is finally filled with working fluid. A copy of the test showing the final operating points shall be submitted to the engineer.

During the tests, all the readings of pressure, temperature, flow rates, pressure drop, and power consumption shall be tabulated, and at least two copies submitted to the engineer for approval.

The works contractor shall provide all labour, instruments, materials, tools, plant and equipment required to carry out the testing and commissioning described or implied.

At the beginning of the project, the works contractor shall provide to the engineer all the necessary testing and commissioning, measuring instruments for his own exclusive use during the whole of the project duration.

a) Motors

- i. Name of manufacturer
- ii. Model or serial No
- iii. Voltage, phase and frequency
- iv. Rated HP
- v. Rated RPM
- vi. Measured full load amperage and voltage (each phase for a three-phase motor)

b) On completion of the adjustment and balancing of all systems, three copies of the full report in approved format shall be submitted to the Engineer. The report shall include the following items.

Summary of all systems

Testing method and instrumentation: Air

system testing and balancing

Attachments including system schematics with numbered terminals, with the above data.

Reliability test on completion

The air conditioning system shall be fully balanced after installation. Performance testing of the system shall then be carried out during a period of peak summer design conditions. The Works Contractor shall liaise with the engineers regarding the timing of the tests, which shall include

- a) Demonstration that the systems are capable of achieving the specified internal conditions and handling the correct air flow rates.
- b) Measurements of air or water pressure drops through all filters and cooling coils
- c) Measurements of air temperature and water temperature change through all cooling coils at the air volume flow rate.
- d) Measurements of outside air condition at every two hours and at the beginning and end of each testing period.
- e) Measurements of dry and wet bulb temperature, together with a record of the time that the measurements were made, of the supply air and room temperatures.
- f) Measurements of all running currents of all associated electric motors.
- g) If in the opinion of the engineer, the specified NC is being exceeded in any areas, noise level tests shall be carried out.
- h) Noise level shall be measured for each octave band with the air conditioning and ventilation system in operation under normal running conditions, in each room served. The background noise level in each room shall be measured at the same time.

After finishing the above tests and adjustments, the Contractor shall be responsible for running a Reliability Trial Test for the whole Plant installed. The trial of the plant shall take place during the appropriate seasons when design conditions are met. The trial shall last for a period of fourteen (14) consecutive days during which the whole of the plant shall operate continuously without re-adjustment or repair to the satisfaction of the Engineer.

During the Reliability Trial Test, performance tests shall be conducted on the refrigerating and air conditioning equipment. The test data shall not deviate by more than three Percent (3%) from the specified capacity data. Should any part of the apparatus or system fail to meet the Specification requirements, it shall be adjusted, repaired or replaced to the satisfaction of the Engineer. As soon as all tests prescribed in this clause are carried out satisfactorily in the opinion of the Engineer, a formal letter of completion shall be drawn up in three (3) copies and signed by the Engineer.

10. WARRANTY

The contractor shall guarantee for a period of 01 year after the practical completion of the installation that all plant and equipment shall operate free of any defects due to material and bad workmanship and that any part found defective during this period shall be replaced free of cost by the contractor. If the defects are not rectified within a reasonable period, the client may proceed to do so by another agency at the contractor's entire risk and expense without prejudice to any right of the client.

11. ANNUAL MAINTENANCE CONTRACT (AMC) FOR HVAC SYSTEM

Service And Maintenance After the Free Maintenance Period for the HVAC System

1. All machines shall undergo routine (standard) service at three-month intervals. High-pressure cleaning shall be carried out whenever required, based on the condition of the units, the recommendation of the service technician, and the approval of the client.
2. The contract covers the repair and replacement of all controls, condensers, compressors, and fan motors, including gas charging.
3. In case of a machine breakdown, the call must be attended to immediately on the same day.
4. The contractor must regularly deploy sufficient technicians and helpers for machine servicing and breakdown attendance.
5. On acceptance of the rates quoted by the contractor, the contractor will be allowed to start the work.
6. The payment will be made quarterly only after satisfactory completion of three months' service.
7. The contract may be renewed for another year on the same terms and conditions if performance is found to be satisfactory.
8. If the contractor shall make a default in any one or more of the following respects, that is to say:
 - a.If the contractor, for a responsible cause, wholly suspends the carrying out of the work before completion thereof
 - b.If the contractor fails to proceed regularly or diligently with work or
 - c.If the contractor refuses or persistently neglects to comply with the written notice from the client asking him to remove defective work or improper materials or goods, the client has the right to terminate the contract immediately

Charges for the Annual Maintenance Contract (After free maintenance period)

Year	Standard Service (Per Annum) Rs.	High-Pressure Service (Per Service) Rs.
2 nd Year		
3 rd Year		
4 th Year		
5 th Year		
6 th Year		

* The bidder shall supply a sample of his proposed service and maintenance contract document.

12. SCHEDULE OF DRAWINGS

Item	Drawing number	Description
1	CDC/25/14/MFWB/01	HVAC LAYOUT - GROUND FLOOR
2	CDC/25/14/MFWB/02	HVAC LAYOUT - FIRST FLOOR
3	CDC/25/14/MFWB/03	HVAC LAYOUT - SECOND FLOOR
4	CDC/25/14/MFWB/04	HVAC LAYOUT- SECTIONAL ELEVATION

13. LIST OF RECOMMENDED MANUFACTURERS

Item	Description	Manufacturer/ Brand Name	Country of Origin
1	DX-Split Units	Daikin	Japan/India
		Toshiba	Japan/Thailand
		Hitachi	China
		Samsung	South Korea
		LG	South Korea
		Media	China
		Haier	China
		Hisense	China
		YORK	China

Note:

Reference is made here to certain manufacturers' products and items identified by registered trademarks. This has been done for the sole purpose of defining and establishing standards of quality and performance, and not with the intention of restricting the procurement of materials or fittings to a particular manufacturer. The tenderer shall ensure that all products, even though they are from the above list, meet the specification requirements.

SECTION – 07

BILL OF QUANTITIES & SCHEDULES

- Pricing Preamble
- Bill of Quantities
- Goods Delivery schedule

Price Schedule

Item No.	Description of Items	Unit (A)	Unit Price (Rs.) (B)	Installation & Commissioning C	Any other Charges D	Discount (Rs.) (If any) E	Total Price after Discount (Rs.) (F) A X (B+C+D-E)	VAT & any others taxes if applicable (Please Specify) (Rs.) G	Final Price (Rs.) (H) (F+G)	Name of Brand & Country of Origin
	Air Conditioners- High Wall Type, Non-Inverter compressor model									
1.	AC - 9,000 BTU	56								
2.	AC - 12,000 BTU	12								
3.	AC -18,000 BTU	04								
Sub Total										
VAT										
Grand Total										

Bill of Quantities

PROPOSED NEW HVAC SYSTEM FOR THE DEPARTMENT BUILDING AT FACULTY OF MANAGEMENT & FINANCE, UOC SRI LANKA

BILL OF QUANTITIES FOR HVAC

		BILL OF QUANTITIES Specialized works	BILL NO. 1	SPEC. DIV. NO.	PAGE NO.
ITEM REF.	ITEM DESCRIPTION	QTY.	UNIT	UNIT RATE LKR	TOTAL PRICE RUPEES
1/ 1	AIR CONDITIONING & VENTILATION SYSTEM For the full description of materials and workmanship refer "Specification of Works" and "Drawings". The Bills of quantities comprises the following sections SECTION01 - PRELIMINARIES SECTION02 - AIR CONDITIONING EQUIPMENT GRAND SUMMARY SECTION 01 - PRELIMINARIES The cost of any other items that are necessary For the work, but not listed below or elsewhere in The "Bills of Quantities " shall be deemed to be included in the tender rates. Contractor is deemed to have noted the extent of site and space for erecting temporary buildings That will accommodate his staff, offices, accommodation, stores and workshops etc. If insufficient contractor to include in his rates for providing such services elsewhere. All temporary works such erected should be dismantled and removed from site on completion of the work. Allow for civil works such as concrete plinths, wall & slab openings, closing all gaps making Good etc. Client's operation and maintenance staff training		Item		

1/ 2	MOBILIZATION	1	Item		
1/ 3	Allow for mobilization	1	Item		
1/ 4	Allow for de mobilization	1	Item		
	TO COLLECTION				

PROJECT NAME PROPOSED NEW HVAC SYSTEM FOR DEPARTMENT BUILDING AT FACULTY OF MANAGEMENT & FINANCE, UOC SRI LANKA		BILL OF QUANTITIES Specialized	BILL NO. 1	SPEC. DIV. NO.	PAGE NO. 2
ITEM REF.	ITEM DESCRIPTION	QTY.	UNIT	UNIT RATE LKR	TOTAL PRICE RUPEES
	BONDS AND GUARANTEES				
1/ 5	Allow lump sum for Providing "Contractors All Risks Insurance "Policy as the conditions of contract.	1	Item		
1/ 6	Allow lump sum for providing for providing Insurance against third party liability as the Conditions of contract.	1	Item		
1/ 7	Allow lump sum for providing "Workmen's Compensation" insurance policy as per clause Conditions of contract.	1	Item		
1/ 8	Allow lump sum for providing Bid Security as per "Instruction to Bidders" from approved Bank	1	Item		
1/ 9	Allow lump sum for providing unconditional Performance Security Bond for 10% of the Contract Sum from approved bank	1	Item		
1/10	Allow lump sum for providing unconditional Advance payment Security for 20% of the Contract Sum from Approved Bank	1	Item		
	CONTRACTOR'S OPERATIONS				
	AS BUILT DRAWINGS AND MANUALS				
1/11	Allow a lump sum for providing "As built drawings" "operational manuals"	1	Item		
	NOTE: Proper shop drawings shall be approved by the HVAC consultants before fabrication & installation of HVAC components.				
	TO COLLECTION				

PROJECT NAME		BILL OF QUANTITIES	BILL NO.	SPEC. DIV . NO.	PAGE NO.
PROPOSED NEW HVAC SYSTEM FOR DEPARTMENT BUILDING AT FACULTY OF MANAGEMENT & FINANCE, UOC SRI LANKA		Specialized works	1		3
ITEM REF.	ITEM DESCRIPTION	QTY.	UNIT	UNIT RATE LKR	TOTAL PRICE RUPEES
	<u>SECTION 02 - AIR CONDITIONING EQUIPMENT</u>				
	<u>DX SPLIT AC UNITS</u>				
2/1	DX Split AC, Non-inverter Compressor type, manufactured confirming ISO 9001 certification, R32 refrigerant, UL registration complete with air-cooled Condenser, DX-evaporator & wireless remote controller.				
2/1/1	Supply of DX-Split, High Wall type Indoor units. Total Cooling capacity :9,000 Btu/hr. (0.75TR)	56	Nos.		
2/1/2	Supply of DX-Split, High Wall type Indoor units. Total Cooling capacity :12,000 Btu/hr. (1TR)	12	Nos.		
2/1/3	Supply of DX-Split, High Wall type Indoor units. Total Cooling capacity :18,000 Btu/hr. (1.5TR)	04	Nos.		
2/2	<u>Installation of DX-Split Units</u> Installing, commissioning, testing & balancing and handover Of the above unit, including 1-fullyear free service. Rates include hoisting, brackets, copper piping, thermal insulation for the suction pipes pressure testing, refrigerant charge, filter/drier, Anti-vibration pads for the unit, PVC molding to cover exposed refrigerant pipes, drain with thermal Insulation. Power wiring and control wiring with all accessories.				
2/2/1	DX-Split, High Wall type unit	72	Nos.		
2/3	Allow for both suction & liquid copper piping , thermal insulation for the suction pipes refrigerant piping NOTE: All Additional costs for anticipated extra piping should include in item and no extra costs will be paid other than the BOQ figure. Refrigerant piping for DX systems Shall be hard copper and Welding of pipes shall be with N2 flush.				

2/3/1	Both suction & liquid refrigerant Piping for DX-Split, including PVC Trucking.	1	Lot		
2/4	Condensate drain pipes for the DX Split units, Including fittings, thermal insulation (Nitrile Rubber) etc.				
2/4/1	DN 1"Ø	1	Lot		
3/1	<u>SECTION 03 - ANNUAL MAINTENANCE CONTRACT</u> All machines shall undergo routine (standard) Service at three-month intervals. High-pressure cleaning shall be carried out whenever required, based on the condition of the units, the recommendation of the service technician, and The approval of the client. Refer AMC clauses	1	Lot		
	TO COLLECTION				

PROJECT NAME PROPOSED NEW HVAC SYSTEM FOR DEPARTMENT BUILDING AT FACULTY OF MANAGEMENT & FINANCE, UOC SRI LANKA		BILL OF QUANTITIES Specialized works	BILL NO. 1	SPEC. DIV. NO.	PAGE NO. 4
ITEM REF.	ITEM DESCRIPTION	QTY.	UNIT	UNIT RATE LKR	TOTAL PRICE RUP
	<u>GRAND SUMMARY</u> SECTION 01 - PRELIMINARIES SECTION02-AIR CONDITIONING EQUIPMEN				
SUB TOTAL LESS: DISCOUNT IF ANY SUB TOTAL AFTER DISCOUNT CONTINGENCIES 20% <i>for client's use</i>					
TOTAL CARRIED TO FORM OF BID (<i>less contingencies</i>)					
TOTAL AMOUNT IN WORDS - SRI LANKAN RUPEES (EXCLUDING VAT.) CARRIED FORM OF BID: (RS..... /) SIGNATURE OF THE TENDERER					

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND MAINTENANCE OF 72 NOS. DX- SPLIT Non-INVERTER COMPRESSOR TYPE AIR-CONDITIONING SYSTEM FOR THE DEPATMENT BUILDING COMPLEX OF THE FACULTY OF MANAGEMENT &FINANCE UNIVESITY OF COLOMBO

Bill of Quantities
Main Summary

Name of the Item	Amount (Excluding VAT) (SLR)	Amount in Words (Excluding VAT) (SLR)
AC - 9,000 BTU		
AC - 12,000 BTU		
AC - 18,000 BTU		
Grand Total (SLR)		

Note:
Unit price means selling price + Cost of Delivery, WITHOUT installation at the University premises.
Amount in
words.....
.....
VAT No.

Date:

Signature Rubber Stamp

List of Goods Delivery, Installation & Commissioning Schedule

Item No.	Description	Delivery & Installation & Commissioning	Delivery Date	Bidders offer Schedule Time
01	AC - 9,000 BTU	Included in Total price	Within the 6 to 10 weeks from the date of purchase order	
02	AC - 12,000 BTU			
03	AC - 18,000 BTU			

*Delivery Schedule should be confirmed by the manufacturer/agent. Signature:

Official Seal :

Date :

SECTION – 08

DRAWINGS

SECTION – 09
STANDARDS FORMS (BID)

FORM OF BID SECURITY

[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:** **The Vice-Chancellor, University of Colombo**

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---

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

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

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

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the bidder and of the performance security issued to You by the Bidder, or (b) if the bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ----- (insert date) Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.-----[signature(s) of authorized representative (s)]

SECTION – 10

- Manufacturer's Authorization
- Non-collusion Declaration
- Credit Facility
- Details of previous supply

Manufacturer's Authorization

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

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

No: [insert number of bidding process]

To: The Vice –Chancellor
 University of Colombo

WHEREAS

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

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

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

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

Title: [insert title]

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

Dated on _____ date of _____ [insert date of signing]

Non-collusion Declaration

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

(a) I, nor any other member, agent or representative of the firm/ company/corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No - NCB/HVAC/2026/FMF-1);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to A bid by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission. I hereby declare that all the statements made by me above are true and correct.

.....
Signature of the Declarant

Credit Facility

To: The Vice Chancellor, University of Colombo

Date:

BANK CERTIFICATE

Name of the Procurement: Supply, Installation, Commissioning and Maintenance of 72 Nos. DX-SPLIT Non-inverter Compressor type Air-Conditioning System for the Department Building Complex of the Faculty of Management & Finance, University of Colombo.

This is to certify that M/s. Is a
.....

(Please mention the relationship with the bidder.) If the contract for the Supply, Installation, Commissioning and Maintenance of 72 Nos. DX- SPLIT Non-inverter Compressor type Air-Conditioning System for the Department Building Complex of the Faculty of Management & Finance, University of Colombo is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs. to meet their working capital requirements for executing to the above contract during the contract period. (Signature) Authorized Officer Name of Bank Address of the Bank

Details of previous supply

The bidder shall complete this table and attached with the bid. Letter of acceptances and letters/certificates of contract completion of each contract should be attached.

SN	Employer	Contact Details	Date of contract Award	Quantity	Amount LKR

Name of Bidder:

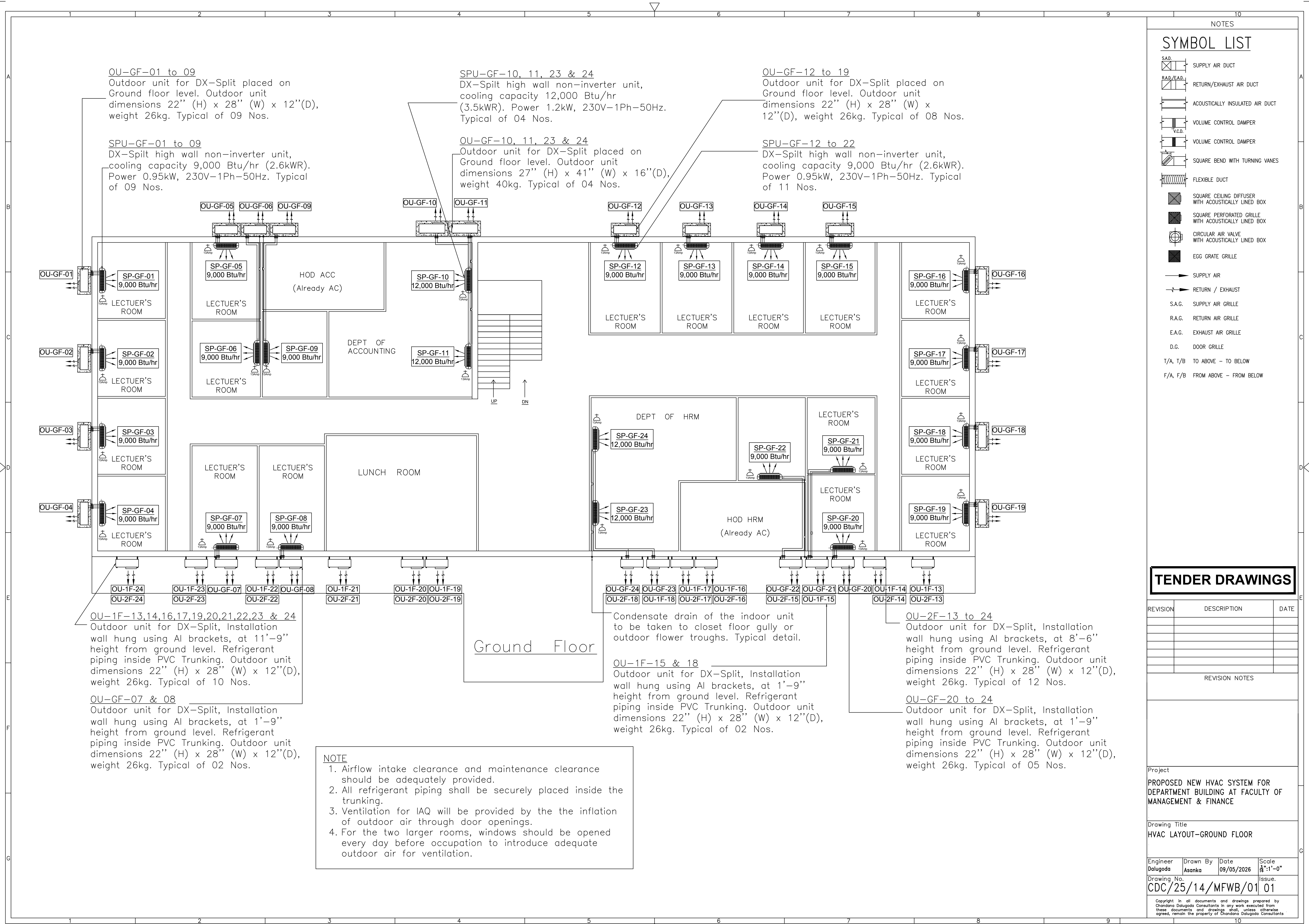
Signature of Bidder:

..... Date:

(Insert complete name of Bidder)

(Signature of person signing the Bid)

(Insert Date)



NOTES		
SYMBOL LIST		
	S.A.D.	SUPPLY AIR DUCT
	R.A.D./E.A.D.	RETURN/EXHAUST AIR DUCT
		ACOUSTICALLY INSULATED AIR DUCT
	V.C.D.	VOLUME CONTROL DAMPER
		VOLUME CONTROL DAMPER
		SQUARE BEND WITH TURNING VANES
		FLEXIBLE DUCT
		SQUARE CEILING DIFFUSER WITH ACOUSTICALLY LINED BOX
		SQUARE PERFORATED GRILLE WITH ACOUSTICALLY LINED BOX
		CIRCULAR AIR VALVE WITH ACOUSTICALLY LINED BOX
		EGG GRATE GRILLE
		SUPPLY AIR
		RETURN / EXHAUST
	S.A.G.	SUPPLY AIR GRILLE
	R.A.G.	RETURN AIR GRILLE
	E.A.G.	EXHAUST AIR GRILLE
	D.G.	DOOR GRILLE
	T/A, T/B	TO ABOVE - TO BELOW
	F/A, F/B	FROM ABOVE - FROM BELOW

TENDER DRAWINGS

REVISION	DESCRIPTION	DATE

REVISION NOTES

Project

PROPOSED NEW HVAC SYSTEM FOR DEPARTMENT BUILDING AT FACULTY OF MANAGEMENT & FINANCE

Drawing Title
HVAC LAYOUT-GROUND FLOOR

Engineer Dalugoda	Drawn By Asanka	Date 09/05/2026	Scale 1/8"=1'-0"
Drawing No. CDC/25/14/MFWB/01	Issue. 01		

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OU-1F-01 to 03
Outdoor unit for DX-Split, Installation wall hung using Al brackets, at 8'-10" height from ground level. Refrigerant piping inside PVC Trunking. Outdoor unit dimensions 22" (H) x 28" (W) x 12"(D), weight 26kg. Typical of 03 Nos.

SPU-1F-01 to 03
DX-Split high wall non-inverter unit, cooling capacity 9,000 Btu/hr (2.6kWR). Power 0.95kW, 230V-1Ph-50Hz. Typical of 03 Nos.

OU-1F-04 to 09
Outdoor unit for DX-Split, Installation wall hung using Al brackets, at 8'-10" height from ground level. Refrigerant piping inside PVC Trunking. Outdoor unit dimensions 27" (H) x 41" (W) x 16"(D), weight 40kg. Typical of 06 Nos.

SPU-1F-04 to 09
DX-Split high wall non-inverter unit, cooling capacity 12,000 Btu/hr (3.5kWR). Power 1.2kW, 230V-1Ph-50Hz. Typical of 06 Nos.

OU-1F-10 to 12
Outdoor unit for DX-Split, Installation wall hung using Al brackets, at 8'-10" height from ground level. Refrigerant piping inside PVC Trunking. Outdoor unit dimensions 22" (H) x 28" (W) x 12"(D), weight 26kg. Typical of 03 Nos.

SPU-1F-10 to 24
DX-Split high wall non-inverter unit, cooling capacity 9,000 Btu/hr (2.6kWR). Power 0.95kW, 230V-1Ph-50Hz. Typical of 15 Nos.

Condensate drain of the indoor unit to be taken to closet floor gully or outdoor flower troughs. Typical detail.

- NOTE
1. Airflow intake clearance and maintenance clearance should be adequately provided.
 2. All refrigerant piping shall be securely placed inside the trunking.
 3. Ventilation for IAQ will be provided by the the inflation of outdoor air through door openings.
 4. For the two larger rooms, windows should be opened every day before occupation to introduce adequate outdoor air for ventilation.

First Floor

SPU-1F-10 to 24
DX-Split high wall non-inverter unit, cooling capacity 9,000 Btu/hr (2.6kWR). Power 0.95kW, 230V-1Ph-50Hz. Typical of 15 Nos.

Refrigerant piping goes down to the outdoor units, placed at ground floor level. Typical detail for the Dx split 1F-13 to 1F-24.

NOTES

SYMBOL LIST

	SUPPLY AIR DUCT
	RETURN/EXHAUST AIR DUCT
	ACOUSTICALLY INSULATED AIR DUCT
	VOLUME CONTROL DAMPER
	VOLUME CONTROL DAMPER
	SQUARE BEND WITH TURNING VANES
	FLEXIBLE DUCT
	SQUARE CEILING DIFFUSER WITH ACOUSTICALLY LINED BOX
	SQUARE PERFORATED GRILLE WITH ACOUSTICALLY LINED BOX
	CIRCULAR AIR VALVE WITH ACOUSTICALLY LINED BOX
	EGG GRATE GRILLE
	SUPPLY AIR
	RETURN / EXHAUST
	S.A.G. SUPPLY AIR GRILLE
	R.A.G. RETURN AIR GRILLE
	E.A.G. EXHAUST AIR GRILLE
	D.G. DOOR GRILLE
	T/A, T/B TO ABOVE - TO BELOW
	F/A, F/B FROM ABOVE - FROM BELOW

TENDER DRAWINGS

REVISION	DESCRIPTION	DATE
R1		

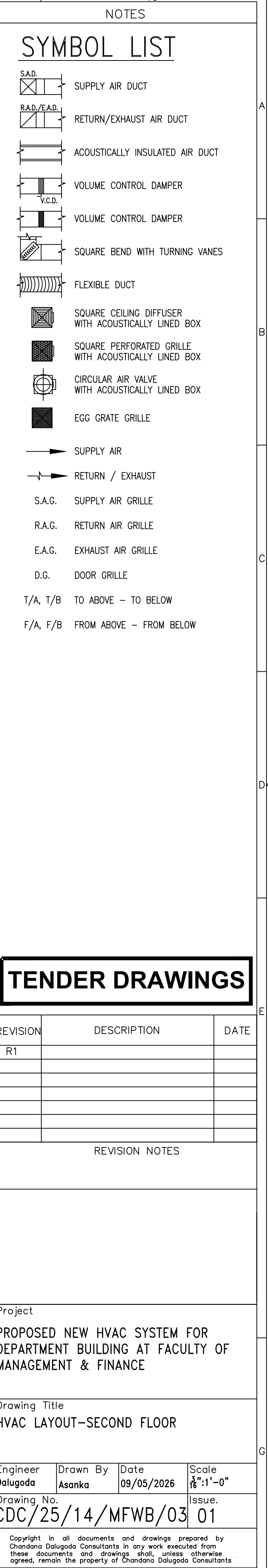
REVISION NOTES

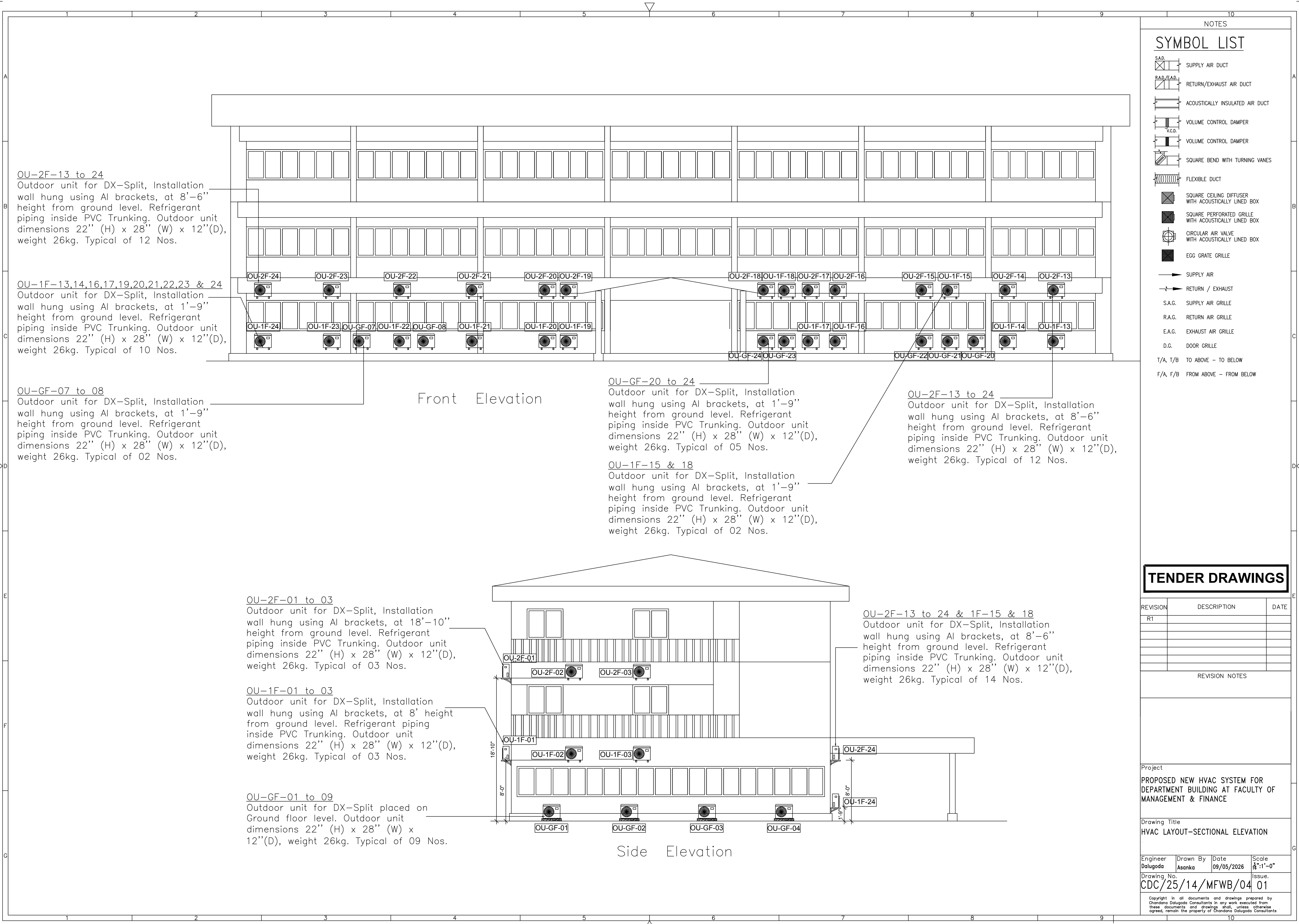
Project
PROPOSED NEW HVAC SYSTEM FOR DEPARTMENT BUILDING AT FACULTY OF MANAGEMENT & FINANCE

Drawing Title
HVAC LAYOUT-FIRST FLOOR

Engineer Dalugoda	Drawn By Asanka	Date 09/05/2026	Scale 1/8"=1'-0"
Drawing No. CDC/25/14/MFWB/02	Issue. 01		

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NOTES

SYMBOL LIST

- S.A.D. SUPPLY AIR DUCT
- R.A.D./E.A.D. RETURN/EXHAUST AIR DUCT
- ACOUSTICALLY INSULATED AIR DUCT
- VOLUME CONTROL DAMPER
- VOLUME CONTROL DAMPER
- SQUARE BEND WITH TURNING VANES
- FLEXIBLE DUCT
- SQUARE CEILING DIFFUSER WITH ACOUSTICALLY LINED BOX
- SQUARE PERFORATED GRILLE WITH ACOUSTICALLY LINED BOX
- CIRCULAR AIR VALVE WITH ACOUSTICALLY LINED BOX
- EGG GRATE GRILLE
- SUPPLY AIR
- RETURN / EXHAUST
- S.A.G. SUPPLY AIR GRILLE
- R.A.G. RETURN AIR GRILLE
- E.A.G. EXHAUST AIR GRILLE
- D.G. DOOR GRILLE
- T/A, T/B TO ABOVE – TO BELOW
- F/A, F/B FROM ABOVE – FROM BELOW

TENDER DRAWINGS

REVISION	DESCRIPTION	DATE
R1		

REVISION NOTES

Project
PROPOSED NEW HVAC SYSTEM FOR
DEPARTMENT BUILDING AT FACULTY OF
MANAGEMENT & FINANCE

Drawing Title
HVAC LAYOUT-SECTIONAL ELEVATION

Engineer Dalugoda	Drawn By Asanka	Date 09/05/2026	Scale 1/8":1'-0"
Drawing No. CDC/25/14/MFWB/04	Issue: 01		

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