



University of Ruhuna

Wellamadama
Matara.

01.07.2025


The Manager

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Invitation for Bids (IFB)

**Contract: Supply, Delivery, Installation, Commissioning, Testing and Maintenance of
Network Equipment- RUH/SUP/C/2025/S6/004**

1. The Chairman, Department Procurement Committee on behalf of the University of Ruhuna now invites sealed bid from you for **Supply, Delivery, Installation, Commissioning, Testing and Maintenance of Network Equipment** indicated in the annexed bid document.
2. Bidding will be conducted through National Shopping method of procurement.
3. You may obtain further information if any from the **Deputy Bursar/ Supplies**, University of Ruhuna, Wellamadama, Matara. (T/P 041- 2227027/ 041-2033263) e-mail: supply@admin.ruh.ac.lk
4. Bids must be delivered by mail in sealed envelopes addressed to **Chairman, Department Procurement Committee, General Administration Branch** University of Ruhuna, Wellamadama, Matara before **02.00 p.m on 11.07.2025**
Late bids will be rejected.
5. This contract is subject to
 - I. Providing of Performance Security of 10% of the total contract price in accordance with the format given by us and issued in favor of the Vice Chancellor, University of Ruhuna.
 - II. Entering into a formal agreement with the University of Ruhuna.
6. **Please examine the installation areas & submit the quotation with additional charges.**


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Deputy Bursar(Supplies)
University of Ruhuna,
Wellamadama,
Matara.

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF EDUCATION



UNIVERSITY OF RUHUNA

**PROCUREMENT OF GOODS UNDER
NATIONAL SHOPPING PROCEDURE**

**INVITATION OF QUOTATIONS
FOR
SUPPLY, DELIVERY, INSTALLATION, COMMISSION, TESTING AND
MAINTENANCE OF
NETWORK EQUIPMENT FOR THE
UNIVERSITY OF RUHUNA**

Tender File No: - RUH/SUP/C/2025/S6/004

Bidder
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MAY 2025

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Volume 01

Section I. Instructions to Bidders (ITB)

| A: General | |
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| 1. Scope of Bid | 1.1 The Purchaser named in the Data Sheet invites you to submit a quotation for the supply of Goods as specified in Section III Schedule of Requirements. Upon receipt of this invitation, you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. The Purchaser may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a quotation after expressing the intention as above. |
| B: Contents of Documents | |
| 2. Contents of Documents | <p>2.1 The documents consist of the Sections indicated below.</p> <p>Volume I</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section VI. Conditions of Contract (CC) • Section VIII. Contract Forms <p>Volume II</p> <ul style="list-style-type: none"> • Section II. Bidding Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms • Section V. Schedule of Requirements <p>Volume III</p> <ul style="list-style-type: none"> • Section VII. Contract Data |
| C: Preparation of Bidding Documents | |
| 3. Documents Comprising your Quotation | <p>3.1 The Quotation shall comprise the following:</p> <ul style="list-style-type: none"> (a) Quotation Submission Form and the Price Schedules; (b) Technical Specifications & Compliance with Specifications |
| 4. Quotation Submission Form and Price Schedules | <p>4.1 The bidder shall submit the Quotation Submission Form using the form furnished in Section V. 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.</p> <p>4.2 Alternative offers shall not be considered. The Bidders are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.</p> |
| 5. Prices and Discounts | <p>5.1 Unless specifically stated in the Bidding Data Sheet, all items must be priced separately in the Price Schedules.</p> <p>5.2 The price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discount offered.</p> |

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| | <p>5.3 The applicable VAT shall be indicated separately.</p> <p>5.4 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 Quotation submitted with adjustable price shall be treated as non-responsive and may be rejected.</p> |
| 6. Currency | 6.1 The Bidders shall quote only in Sri Lanka Rupees. |
| 7. Documents to Establish the Conformity of the Goods | <p>7.1 The bidder shall furnish as part of its quotation the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, "Technical Specifications & Compliance with Specifications".</p> <p>7.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given.</p> <p>7.3 If stated in the Data Sheet the bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.</p> |
| 8. Period of Validity of quotation | 8.1 Quotations shall remain valid for the period of Ninety (90) days after the quotation submission deadline date. |
| 9. Format and Signing of Quotation | 9.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the bidder. |
| 10. Site Visit | 10.1 The bidder may visit the site in advance, if necessary, before submitting the bids. |

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| | D. Submission and Opening of Bids |
| 11. Submission, Sealing and Marking of Bids | <p>11.1 Bidders may always submit their bids by mail or by hand.</p> <p>(a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.</p> |
| 12. Deadline for Submission of Bids | 12.1 Bids must be received by the Purchaser at the address no later than the date and time specified in the BDS. |
| 13. Late Bids | 13.1 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. |
| 14. Bid Opening | 14.1 The Purchaser shall conduct the bid opening at the address, date and time specified in the BDS. |
| 15. Non- Collusion Affidavit | 15.1 The bidder shall submit a Non-Collusion Affidavit along with their bid. This affidavit must confirm that the bidder has not engaged in any form of collusion or conspiracy with other bidders, competitors, or any third parties regarding the preparation or submission of the bid. |

| E: Evaluation and Comparison of Quotations | |
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| 16. Clarifications | <p>16.1 To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any bidder for a clarification of his quotation. Any clarification submitted by a bidder in respect to his quotation which is not in response to a request by the Purchaser shall not be considered.</p> <p>16.2 The Purchaser's request for clarification and the response shall be in writing – clarification request done by supply officer</p> |
| 17. Responsiveness of Quotations | <p>17.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received.</p> <p>17.2 If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.</p> |
| 18. Evaluation of quotations | <p>18.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</p> <p>18.2 To evaluate a quotation, the Purchaser may consider the following:</p> <ul style="list-style-type: none"> (a) the Price as quoted; (b) price adjustment for correction of arithmetical errors; (c) price adjustment due to discounts offered. <p>18.3 The Purchaser's evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods. .</p> |
| 19. Purchaser's Right to Accept any Quotation, and to Reject any or all Quotations | <p>19.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to bidders.</p> |
| 20. Domestic Preference | <p>20.1 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 II, Evaluation and Qualification Criteria.</p> |

| F: Award of Contract | |
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| 21. Acceptance of the Quotation | 21.1 The Purchaser will accept the quotation of the bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued. |
| 22. Notification of acceptance | 22.1 Prior to the expiration of the period of validity of quotation, the Purchaser will notify the successful bidder, in writing, that his quotation has been accepted. |
| 23. Signing of Contract | <p>23.1 Within Seven (07) days after notification, the Purchaser shall complete the Agreement and inform the successful Bidder to sign it.</p> <p>23.2 Within Seven (14) days of receipt of such information, the successful Bidder shall sign the Agreement (Note: This requirement applies to contracts where the value of Goods exceeds Rs. 1 Mn.)</p> |
| 24. Performance security | <p>24.1 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. (Note: Performance Security is applicable for capital goods contracts where the value of Goods exceeds Rs. 1 Mn and for recurrent goods where the value of Goods exceeds Rs. 5 Mn)</p> <p>24.2 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. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the purchaser to be qualified to perform the Contract satisfactorily.</p> <p>24.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.</p> <p>24.4 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 warranty obligations under the Contract.</p> |
| 25. Payment | 25.1 Payment shall be made within one month after receiving the invoice for the system supplied, installed, commissioned, tested and certified. |
| 26. Liquidated Damages | 26.1 The supplier should deliver the items within the delivery period stipulated in the schedule of requirements. The supplier should make payment to the purchaser each week of delays in delivery, a maximum of 0.5% of the contract value per week. However, the quantum of liquidated damages/delay damages shall not exceed 10% of the contract value. |

27. Non-Collusion Affidavit

27.1 The bidder shall submit a **Non-Collusion Affidavit** along with their bid. This affidavit must confirm that the bidder has not engaged in any form of collusion or conspiracy with other bidders, competitors, or any third parties regarding the preparation or submission of the bid.

Section VI

Conditions of Contract

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| 1. Definitions | <p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <p>(a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</p> <p>(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.</p> <p>(c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p> <p>(d) "Day" means calendar day.</p> <p>(e) "Completion" means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>(f) "CC" means the Conditions of Contract.</p> <p>(g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Contract Data.</p> <p>(i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.</p> <p>(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. Section VI General Conditions of Contract 51</p> <p>(k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(l) "The Project Site," where applicable, means the place named in the Contract Data.</p> |
| 2. Contract Documents | <p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p> |
| 3. Fraud and Corruption | <p>3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics</p> |

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| | <p>during the procurement and execution of such contracts. In pursuit of this policy:</p> <p>(i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <p>(iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and</p> <p>(iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.</p> |
| 4. Interpretation | <p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether 52 Section VII. General Conditions of Contract written or oral) of the parties with respect thereto made prior to the date of Contract.</p> <p>4.3 Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>4.4 Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p> |
| 5. Language | <p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p> |
| 6. Joint Venture, Consortium or Association | <p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p> |
| 7. Eligibility | <p>7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied with standards which University of Ruhuna accepted.</p> |
| 8. Notices | <p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt. Section VI General Conditions of Contract 53</p> |

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| | 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 | <p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.</p> <p>10.3 Notwithstanding any reference to arbitration herein, (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.</p> |
| 11. Scope of Supply | 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 12. Delivery and Documents | 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with 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 | <p>15.1 The Contract Price shall be paid as specified in the Contract Data.</p> <p>15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> |
| 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 | <p>17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.</p> <p>17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> |

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| | <p>17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.</p> <p>17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including one year period.</p> |
| 18. Copyright | <p>18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party</p> |
| 19. Confidential Information | <p>19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.</p> <p>19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</p> |
| 20. Subcontracting | <p>20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.</p> |
| 21. Specifications and Standards | <p>21.1 Technical Specifications and Drawings</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the</p> |

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| | 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 the responsibility of the supplier. |
| 25. Inspections and Tests | <p>25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.</p> <p>25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the 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.</p> <p>25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.</p> <p>25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.</p> |

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| 26. Liquidated Damages | <p>26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum amount of 10% from the contract sum. General Conditions of Contract maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.</p> |
| 27. Warranty | <p>27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.</p> <p>27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> |
| 28. Patent Indemnity | <p>28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the contract by reason of:</p> <ul style="list-style-type: none"> (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. <p>28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall</p> |

| | |
|---|---|
| | <p>promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p> |
| 29. Limitation of Liability | <p>29.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement</p> |
| 30. Change in Laws and Regulations | <p>30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.</p> |
| 31. Force Majeure | <p>31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination or default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek</p> |

| | |
|--|--|
| | all reasonable alternative means for performance not prevented by the Force Majeure event. |
| 32. Change Orders and Contract Amendments | <p>32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (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. <p>32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p> |
| 33. Extensions of Time | <p>33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.</p> |
| 34. Termination | <p>34.1 Termination for Default</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 |

| | |
|-----------------------|--|
| | <p>Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>34.2 Termination for Insolvency. (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser</p> <p>34.3 Termination for Convenience. (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> (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 | <p>35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p> |

Section VIII Contract Forms

1. Contract Agreement

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

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

(2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency (ies)] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Contract Data
- (c) Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award
- (g) [Add here any other document(s)]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Purchaser

Signed: [insert signature]

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

in the presence of [insert identification of official witness]

For and on behalf of the Supplier

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

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

in the presence of [insert identification of official witness]

2. Performance Security

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated] ----- [Issuing Agency's Name, and Address of Issuing Branch or Office] ----- * Beneficiary: ----- [Name and Address of Employer] -----

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- Supply of ----- [name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required. At the request of the Supplier, we ----- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount in figures] (-----) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein. This guarantee shall expire, no later than the day of, 20... [insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

[Signature(s)]

3. Manufacturer's Authorization

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

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

No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

WHEREAS

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

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

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

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

Title: [insert title]

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

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

4. Non-collusion Affidavit (Template)

(Procurement Guideline Reference - 1.5)

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

a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;

b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and

c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

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

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

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

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

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

Volume II

Section II: Bidding Data Sheet

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the relevant ITB Clauses.]

| ITB Clause Reference | A. General |
|----------------------|---|
| 1.1 | The Purchaser is: Vice Chancellor, University of Ruhuna |
| | C: Preparation of Bids |
| 5.1 | If the bidder is allowed to quote for lesser number of items than the total number of specified, indicate the details: Bidders are allowed to quote for any item or all the items. |
| 5.3 | Please be advised to submit a copy of your current VAT Registration Certificate together with your quotation to ensure compliance with tax regulations. |
| 7.3 | Manufacturer's Authorization is required. |
| 10.1 | The bidder may visit the site in advance, if necessary, before submitting the bids, Contact Person: -Deputy Bursar Address: Supplies Division, University of Ruhuna, Wellamadama, Matara Telephone: 0412033263/0142227027 Ext 12065 Electronic mail address: dbs@admin.ruh.ac.lk |
| | Submission and Opening of Bids |
| 12.1 | The address for submission of Quotations is " Tender File No " marked on the top left-hand corner of the envelope and addressed to Deputy Bursar, Supplies Division, University of Ruhuna, Wellamadama, Matara The deadline for the submission of bids is: Date: 11.07.2025 Time: 2.00 p.m. |
| 14.1 | The quotations shall be opened at the following address: University of Ruhuna, Wellamadama, Matara Date: 11.07.2025 Time: 2.00 p.m. |
| | E: Evaluation and Comparison of Quotations |
| 18.3 | Other factors that will be considered for evaluation are (List and describe the Methodology): 1. Delivery period 2. Should satisfy the given requirements. |
| 20.1 | Domestic preference shall not be a bid evaluation factor. |

Section III: Evaluation and Qualification Criteria

1. Evaluation Criteria (ITB 16.1)

Evaluation of Bids shall be done by item-by-item basis examining the specifications offered. All technical specifications of the goods offered in the Bid should be submitted together with the Bid.

2. Domestic Preference (ITB 18.1) – Not Applicable

Any damage to the properties of University of Ruhuna during supply and installation of said goods shall be repaired to the satisfaction of University Officials.

Section IV

Bid Submission Form

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

Date:

To:.....

[insert complete name of Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the document issued;
- (b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements, the following Goods [insert a brief description of the Goods];
- (c) The total price of our quotation including any discounts offered is: [insert the total quoted price in words and in figures];
- (d) Our quotation shall be valid for the period of time specified in ITV Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITV Sub-Clause 11.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

Signed:

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

Name:

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

Date

PRICE SCHEDULE

| Item No. | Description | Qty. | Unit Rate. (Without VAT) (Rs. & Cts.) | Total Amount (Without VAT) (Rs. & Cts.) | VAT (Rs. & Cts.) |
|----------|---|------|---|---|---------------------|
| 1 | International Branded Wireless Access Point | 08 | | | |
| 2 | DC Power Supply | 01 | | | |
| 3 | Power Extension Cord | 10 | | | |
| 4 | Digital Voice Recorder | 01 | | | |
| 5 | 24 Ports Access Switch | 01 | | | |

We agree to supply, delivery, installation & maintenance the above goods in accordance with the technical specifications for a total contract price of Rupees..... (amount in figures)

(.....amount in words) within the period specified in the Invitation for Quotations.

We also confirm that the warrantee/guarantee specified shall apply to the offered goods.

.....
Signature & Seal of the Bidder

.....
Name of the Bidder

.....
Date

Section V: Schedule of Requirements

1. List of Goods and Delivery Schedule

Note: - Bidders are required to quote for all the items or any item.

Evaluation will be done by item wise separately or package wise.

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

| Item No. | Brief Description of the Goods | Qty. | Delivery Date (from the date of the Purchase Order) | Bidder's offered Delivery Date | Place of Delivery | Installation and warranty Requirements |
|----------|---|------|---|--------------------------------|----------------------|--|
| 01 | International Branded Wireless Access Point | 08 | | | University of Ruhuna | Warranty required. Installation should be done by supplier |
| 02 | DC Power Supply | 01 | | | University of Ruhuna | Warranty required. Installation should be done by supplier |
| 03 | Power Extension Cord | 10 | | | University of Ruhuna | Warranty required. Installation should be done by supplier |
| 04 | Digital Voice Recorder | 01 | | | University of Ruhuna | Warranty required. Installation should be done by supplier |
| 05 | 24 Ports Access Switch | 01 | | | University of Ruhuna | Warranty required. Installation should be done by supplier |

If no delivery period is specified, it will be considered that the Supplier has agreed to the delivery date as per the requirements specified in the bidding document.

.....
Signature

.....
Rubber Stamp

.....
Date

2. Technical Specification & Compliance

(No alternative design shall be considered. The bidder shall follow the technical specifications given in relevant drawings and other requirements given in the bidding document.)

| Item No | Brief Description of the Goods | Qty. | Specifications |
|---------|---|------|----------------|
| 1 | International Branded Wireless Access Point | 08 | Annexure 01 |
| 2 | DC Power Supply | 01 | Annexure 02 |
| 3 | Power Extension Cord | 10 | Annexure 03 |
| 4 | Digital Voice Recorder | 01 | Annexure 04 |
| 5 | 24 Ports Access Switch | 01 | Annexure 05 |

Please note that all the categories under the Bidders Compliance **should be filled**. Instead of just referring the user manual/specification bulletin only will cause the bids to be rejected

Section VII Contract Data

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

| | |
|------------|--|
| CC 1.1(i) | The Purchaser is: Vice Chancellor/University of Ruhuna |
| CC 1.1 (m) | The Project Site(s)/Final Destination(s) is/are: |
| CC 7 | Add 'or the standard acceptable to the client' |
| CC 8.1 | For notices, the Purchaser's address shall be: Attention: Address: Telephone: |
| CC 11 | Goods shall be supplied in compliance with the quality and the specification given. |
| 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: Full payment shall be made within thirty (30) days of presentation of claim supported by a certificate from the purchaser declaring that the items have been successfully installed, commissioned and tested. |
| CC 17.1 | A Performance Security is: 10% of the contract sum and the validity shall be contract period+ Warranty Period+ 28 days from date of acceptance of the order. The performance Security shall be issued by a commercial bank operating in Sri Lanka and addressed to the Vice Chancellor, University of Ruhuna. |
| CC 20 | Sub-contracting is: not allowed |
| CC 26.1 | The liquidated damage shall be: 0.5%per week |
| CC 26.1 | The maximum amount of liquidated damages shall be: 10 % |

Purchasing of **International Branded Wireless Access Point** with equal or greater than the minimum requirements

Purchasing following Nos. of **International Branded network equipment** with equal or greater than the

| Items | Quantity |
|--|----------|
| 1. WiFi Access point (See Section 1 for the specification) | 1 |
| 2. Power Injector (See Section 2 for the specification) | 1 |

Section 1: Specification for WiFi Access Point

| Sr. No | Specifications | Compliance Yes / No | Remarks |
|----------|---|---------------------|---------|
| 1 | AP Type | | |
| 1.1 | Indoor Access Point | | |
| 1.2 | dual radio , ceiling or wall mount | | |
| 1.3 | Supported Radio Technologies | | |
| | 802.11b | | |
| | 802.11a/g/n/ac | | |
| | 802.11ax | | |
| 1.4 | Should support at least 1.49Gbps aggregated throughput | | |
| 2 | Radio | | |
| 2.1 | Software configurable dual radio | | |
| 2.2 | 2x2:2 MIMO Type | | |
| 2.3 | support for to 256 clients association, at least 75 active transmitting clients per radio | | |
| 2.4 | Should support at least 16 BSSIDs per radio | | |
| 2.5 | Configurable transmit power in 0.5dBm increments | | |
| 2.6 | Dynamic frequency selection (DFS) | | |
| 3 | Wi-Fi Antennas | | |
| 3.1 | 2 Integrated dual band omni-directional antennas | | |
| 3.2 | 4.9dBi in 2.4GHz and 5.7dBi in 5GHz or more | | |
| 4 | Interfaces | | |
| 4.1 | Should support: 1 x GE Auto-sensing link speed (10/100/1000BASE-T) and MDI/MDX POE-PD: 48Vdc (nominal) 802.3af/at POE (class 3 or 4) | | |
| 4.2 | USB 2.0 Type-A host Interface (5W Power to attached device) | | |
| 4.3 | Integrated Zigbee Radio | | |
| 4.4 | Integrated Bluetooth 5 Low Energy radio | | |
| 4.5 | Multi color LEDs to visually indicate system and radio status | | |
| 4.6 | Console Interface and reset button | | |
| 5 | Management Features | | |
| 5.1 | System should be able to manage via web, Telnet, Controller | | |

| | | | |
|-----------|--|--|--|
| | based or Cloud based without additional hardware | | |
| 5.2 | Access point should support both controller less and controller based operations | | |
| 5.3 | Should support Zero-touch provisioning | | |
| 6 | Other Features | | |
| 6.1 | Wireless Roaming, Client Steering | | |
| 6.2 | Advanced cellular Coexistence(ACC) | | |
| 6.3 | System should automatically identify and groups Wi-Fi 6 and MU-MIMO-capable APs together to ensure users experience the full capabilities of the OFDMA and MU-MIMO capabilities by | | |
| 6.4 | Wall/Ceiling Mounting Brackets | | |
| 6.5 | Need POE injector compatible with the specify product | | |
| 7 | Security | | |
| 7.1 | Should support 802.1x authentication, captive portal for guest users, WPA3 enhanced Open Security | | |
| 7.2 | Support application visibility for 3000+ applications and should support filtering, bandwidth throttling and applying QoS | | |
| 7.3 | Should support Deep Packet Inspection(DPI) and allow to apply access policies based on L2-L4 information, application, device and location for wifi users | | |
| 7.4 | Kensington security slot for hardware security | | |
| 8 | Power | | |
| 8.1 | Should support 802.3af/802.3at PoE/PoE+ and DC power supply | | |
| 9 | Environmental Specifications | | |
| 9.1 | Temperature: 0C to +50C / +32F to +122F | | |
| 9.2 | Humidity: 5% to 93% non-condensing | | |
| 10 | Reliability | | |
| 10.1 | Mean Time Between Failure (MTBF) : 148yrs or more at +25C operating temperature | | |
| 11 | Warranty and Support | | |
| 11.1 | 5 Year warranty with advance replacement without any additional charge | | |
| 12 | Certification | | |
| 12.1 | UL2043 plenum rating | | |
| 12.2 | Wi-Fi Alliance: Wi-Fi CERTIFIED a, b, g, n, ac Wi-Fi CERTIFIED 6 (ax) WPA, WPA2 and WPA3 – Enterprise with CNSA option, Personal, WMM, WMM-PS, Wi-Fi Vantage, Wi-Fi Agile Multiband Wi-Fi Location | | |

| | | | |
|---|---|--|--|
| | Passpoint (release 2) | | |
| 12.3 | Bluetooth SIG | | |
| 12.4 | Ethernet Alliance (POE, PD device, class 4) | | |
| Operating Environment | The server should work properly in coastal environmental conditions. | | |
| Spare Parts | Availability of spare parts for minimum five years | | |
| Manufacture Experience | The manufacturer should have a minimum of 3 years' experience in manufacturing of the same brand (proof of document should be attached) | | |
| Manufacturer Authorization Certificate | Manufacturer Authorization Certificate should be provided (originals should be provided on request) | | |
| Warranty Agreement | A warranty agreement is required to be signed by both parties which mainly included; A suitable replacement should be provided if repair time for any breakdown period exceeds 48 hours during the warranty period Please specify any deviation if applicable | | |
| Warranty Information | Should fix a sticker with Supplier Name, Contact Numbers, Date of Commissioning, and Warranty Period | | |
| Brochure | The supplier should provide a brochure of make/model quoted as per above specification | | |
| Maintenance Agreement | Cost for the maintenance agreement per year excluding parts A maintenance agreement is required to be signed by both parties after the warranty period expires. | | |

Section 2: Specification for Power Injector

| | | | |
|-----------------------------|--|--|--|
| Make | Specify | | |
| Model | Specify | | |
| Country of Origin | Specify | | |
| I/O Ports | 1 x 10/100/1000 Mbps Data In port | | |
| | 1 x 10/100/1000 Mbps PoE+ Data Out port | | |
| | 1 x Power input port | | |
| Performance | Full Duplex Gigabit speeds | | |
| | PoE+ Delivery: 30W (IEEE 802.3at) | | |
| | PoE Delivery: 15.4W (IEEE 802.3af) | | |
| Other Features | Wall-mountable design | | |
| | No configuration needed | | |
| Security Features | Short circuit protection | | |
| Management | Not needed | | |
| Power Supply | Input: 100~240V AC, 50/60Hz, 0.6A max. | | |
| | Power Consumption: Max 1.03W (No PD connected) | | |
| Warranty and Support | 3-year limited warranty | | |
| | CE, FCC certified | | |
| | RoHS, WEEE compliant | | |
| | NDAA/TAA compliant | | |

DC Power Supply

| Key Features | Required Minimum Specification | Bidders Response | |
|-----------------------------|--|------------------|-------------------------|
| | | Yes/No/Specify | If No, Bidders Response |
| OUTPUT RATINGS | | | |
| Brand | Please specify | | |
| Model | Please specify | | |
| Country of origin | Should be compatible with European, Japan,USA | | |
| Country of manufacture | Please specify | | |
| CH1/CH2 Independent | 0 - 30V / 0 - 6A; 0 – 60V / 0 – 3A | | |
| CH1/CH2 Series | 0 - 60V / 0 - 6A; 0 – 120V / 0 – 3A | | |
| CH1/CH2 Parallel | 0 - 30V / 0 - 12A; 0 – 60V / 0 – 6A | | |
| CH3 | 0.1 – 5V / 3A | | |
| | | | |
| VOLTAGE REG | | | |
| Line | ≤ 0.01% +3mV | | |
| Load | ≤ 0.01% +5mV (rating current ≤ 6A) | | |
| | ≤ 0.01% +8mV (rating current ≤ 12A) | | |
| Ripple & Noise | ≤ 5mVrms (5Hz – 1MHz); ≤ 50mVpp (20Hz – 20MHz) | | |
| Recovery Time | ≤ 100μs (50% load change, minimum load 0.5A) | | |
| | | | |
| CURRENT REGULATION | | | |
| Line | ≤ 0.2% + 3mA | | |
| Load | ≤ 0.2% + 3mA | | |
| Ripple & Noise | ≤ 3mArms | | |
| | | | |
| TRACKING OPERATION | | | |
| Tracking Error | Please specify | | |
| Series Regulation | Please specify | | |
| Ripple & Noise | Please specify | | |
| | | | |
| OUTPUT ON/OFF RESPONSE TIME | | | |
| Voltage Up (10% - 90%) | Please specify | | |
| Voltage Down (90% - 10%) | Please specify | | |
| | | | |
| OVP | | | |
| Accuracy | ± (0.5% of reading + 0.5V) | | |
| | | | |
| METER | | | |
| Type | 3 ½ digit 0.5” LED display | | |
| Accuracy | ± (0.5% of reading +2 digits) | | |
| Resolution | 100mV/10mA | | |
| | | | |
| TEMPERATURE COEFFICIENT | | | |

| | | | |
|------------------------------|--|--|--|
| Voltage | $\leq 100\text{ppm}/^{\circ}\text{C} + 3\text{V}$ | | |
| Current | $\leq 150\text{ppm}/^{\circ}\text{C} + 3\text{A}$ | | |
| FAN NOISE | $\leq 50\text{dB}$ | | |
| | | | |
| OPERATION ENVIRONMENT | | | |
| Ambient temperature | $0 \sim 40\text{ }^{\circ}\text{C}$; Relative humidity $\leq 80\%$ | | |
| | | | |
| STORAGE ENVIRONMENT | | | |
| Ambient temperature | $10 \sim 70\text{ }^{\circ}\text{C}$; Relative humidity $\leq 70\%$ | | |
| POWER SOURCE | AC 230 , 50/60 Hz | | |
| Warranty | 2 years | | |

| Key Features | Required Minimum Specification | Bidders Response | |
|--|---|------------------|-------------------------|
| | | Yes/No/Specify | If No, Bidders Response |
| Brand | Please specify | | |
| Model | Please specify | | |
| Electrical Ratings | | | |
| Voltage Rating | 220-250V AC | | |
| Current Rating | Please specify | | |
| Power Rating | Up to 3250W | | |
| Cable Specifications | | | |
| Cable Type | 3-core copper cable (Live, Neutral, Earth) | | |
| Conductor Material | 100% pure copper (OFC – Oxygen-Free Copper preferred) | | |
| Conductor Size | Please specify | | |
| Insulation | Please specify | | |
| Cable Length | Please specify | | |
| Cable Jacket | High-durability, flexible, abrasion-resistant, and heat-resistant | | |
| Plug and Socket Outlets | | | |
| Plug Type | BS 1363 (UK Type) / as per local standards | | |
| Socket Type | 3-pin grounded outlets | | |
| Socket Material | Please specify | | |
| Shuttered Sockets | Please specify | | |
| Compatibility | Please specify | | |
| Safety Features | | | |
| Surge Protection | Integrated surge suppressor | | |
| Earthing | Proper grounding on all outlets | | |
| Indicator Light | Please specify | | |
| Switch | Individual ON/OFF switches | | |
| Certifications & Compliance | | | |
| Certifications | CE / RoHS / ISO 9001 / BS 1363 / SLS (Sri Lanka) / UL (USA) | | |
| Environmental Compliance | The device should work properly in coastal environmental conditions. | | |
| Testing | Passed hi-pot test, insulation resistance, continuity, and load tests | | |
| Warranty | Minimum 3 years warranty or above | | |
| Manufacture Experience | The manufacturer should have a minimum of 3 years' experience in manufacturing of the same brand (proof of document should be attached) | | |
| Manufacturer Authorization Certificate | Manufacturer Authorization Certificate should be provided (originals should be provided on request) | | |

| | | | |
|----------------------|--|--|--|
| Warranty Information | Should fix a sticker with Supplier Name, Contact Numbers, Date of Commissioning, and Warranty Period | | |
| Brochure | The supplier should provide a brochure of make/model quoted as per above specification | | |

Digital Voice Recorder

| Key Features | Required Minimum Specification | Bidders Response | |
|--|---|------------------|-------------------------|
| | | Yes/No/Specify | If No, Bidders Response |
| Model | <<Please specify>> | | |
| Series | <<Please specify>> | | |
| Recording Format | LPCM / MP3 | | |
| Recording Modes | LPCM 44.1 kHz/16 bit; MP3 (192/128/48 kbps) | | |
| Playback Format | LPCM, MP3 | | |
| Built-in Memory | 4 GB internal memory | | |
| Memory Expansion | microSD/microSDHC/microSDXC | | |
| Battery Type | 2 x AAA batteries (alkaline) | | |
| Battery Life | Up to 62 hours or above | | |
| Built-in Microphone | Stereo directional microphone | | |
| Built-in Speaker | Mono speaker (approx. 28 mm) | | |
| USB Connectivity | Yes, Direct USB (slide-out) | | |
| PC Compatibility | Windows & Mac compatible (Plug and Play) | | |
| Noise Cut Function | <<Please specify>> | | |
| Low Cut Filter | <<Please specify>> | | |
| Digital Pitch Control | <<Please specify>> | | |
| A-B Repeat | <<Please specify>> | | |
| Display | LCD with backlight | | |
| Dimensions (W x H x D) | <<Please specify>> | | |
| Weight | Approx. 74 g (with batteries) | | |
| Warranty | Minimum 3 years warranty or above | | |
| Operating Environment | The device should work properly in coastal environmental conditions. | | |
| Manufacture Experience | The manufacturer should have a minimum of 3 years' experience in manufacturing of the same brand (proof of document should be attached) | | |
| Manufacturer Authorization Certificate | Manufacturer Authorization Certificate should be provided (originals should be provided on request) | | |
| Warranty Information | Should fix a sticker with Supplier Name, Contact Numbers, Date of Commissioning, and Warranty Period | | |
| Brochure | The supplier should provide a brochure of make/model quoted as per above specification | | |

Purchasing following Nos. of International Branded network equipment with equal or greater than the

| Items | Quantity |
|---|----------|
| 1. Layer 2 managable Switches (See Section 1 for the specification) | 1 |
| 2. 1G SFP LC SX transceivers (See Section 2 for the specification) | 1 |
| 3 SC-LC fiber patch cords MM/SM (See Section 2 for the specification) | 1 |

Section 1: Specification for Layer 2 managable Switch

Bidder's Response Column must be filled by the bidder

| Key Features | Required Minimum Specification | Bidders Response | |
|-----------------------------------|---|------------------|-------------------------|
| | | Yes/No/Specify | If No, Bidders Response |
| Type | Ethernet Switch | | |
| OSI Layer | Layer 2 + static routing | | |
| Managed Device | Managed via CLI, Web & Cloud | | |
| Stackable Switch | Stacking not required | | |
| Interfaces | | | |
| Ports | 24 fixed 10/100/1000BASE-T PoE ports Supports PoE Standards IEEE 802.3af, 802.3at | | |
| Uplink/Additional Port(s) | 4 x SFP slots | | |
| Console Port Type | 1x USB-C Console Port | | |
| Performance | | | |
| Switch Fabric Capacity | 56 Gbps or above | | |
| PoE capability | 370W Class 4 PoE/PoE+ | | |
| Throughput | At least 41.6 Mpps or above | | |
| MAC Address Entries | Minimum 8K entries | | |
| Latency | 1Gbps of < 1.5 μ s (64-byte packets) | | |
| Flash | 16 GB eMMC or above | | |
| SDRAM | 8GB or above | | |
| Switching and Routing | | | |
| VLAN | Support up to 4K VLANs | | |
| | Multiple VLAN Registration Protocol (MVRP) | | |
| Layer 4 Prioritization | Layer 4 prioritization via ACLs and 802.1p | | |
| | Rate limiting and traffic shaping | | |
| Security | | | |
| | Supports access control lists | | |
| | Supports 802.1X network access control | | |
| | RADIUS, TACACS+ | | |
| | ARP Inspection | | |
| | DHCP Snooping | | |
| | DoS Attack prevention | | |
| Standards and Protocols | | | |
| LAN Standards | IEEE 802.1d Spanning Tree Bridge • IEEE 802.1w Rapid Spanning Tree Protocol (RSTP) • IEEE 802.1p LAN Layer 2 QoS/CoS Protocol for Traffic Prioritization • IEEE 802.1Q Virtual LANs (VLAN) • IEEE 802.3u 100 Mbps (Fast Ethernet) • IEEE 802.3ad Link aggregation • IEEE 802.3x Flow Control • IEEE 802.3x • IEEE 802.1AB Link Layer Discovery Protocol | | |
| Remote Management Protocol | HTTP • Telnet • RMON • SNMP v1/v2c/v3 • TFTP • SSHV2 • SSL | | |
| Protocols | ARP • BOOTP • ICMP • IGMP • IP • RADIUS • TCP • UDP • HTTP • DHCP | | |
| Product Name | Please Specify | | |
| Dimensions | Rack Mounting Height 1U | | |

| | | | |
|--|---|--|--|
| Warranty | Minimum 3 years warranty / Specify warranty period minimum 3 year or Limited Lifetime Warranty | | |
| Operating Environment | The switch should work properly in coastal environmental conditions. | | |
| Spare Parts | Availability of spare parts for minimum five years | | |
| Manufacture Experience | The manufacturer should have a minimum of 3 years' experience in manufacturing of the same brand (proof of document should be attached) | | |
| Manufacturer Authorization Certificate | Manufacturer Authorization Certificate should be provided (originals should be provided on request) | | |
| Warranty Agreement | A warranty agreement is required to be signed by both parties which mainly included; A suitable replacement should be provided if repair time for any breakdown period exceeds 48 hours during the warranty period Please specify any deviation if applicable | | |
| Warranty Information | Should fix a sticker with Supplier Name, Contact Numbers, Date of Commissioning, and Warranty Period | | |
| Brochure | The supplier should provide a brochure of make/model quoted as per above specification | | |
| Maintenance Agreement | Cost for the maintenance agreement per year excluding parts A maintenance agreement is required to be signed by both parties after the warranty period expires. | | |
| Section 2: Specification for the Transceiver and fiber Patch Cord | | | |
| Transceivers | 1G SFP LC SX transceivers (according to the link/switch) with minimum 1 year warranty | | |
| Patch Cord | SC - LC fiber patch cords (MM/SM) (according to the transceiver/link/switch) with ITU-T G.651 and ISO/IEC 793-2 Type A1b or A1a, respectively with minimum 1 year warranty | | |