



**Procurement of Goods
Under
National Competitive Bidding**

**INVITATION OF QUOTATIONS FOR SUPPLY AND
DELIVERY OF CAMERA & LIGHTING EQUIPMENT FOR
VAPA TV**

INVITATION NO: UVPA/SUP/FLQ/2022/11



**University of the Visual and Performing Arts
No. 21, Albert Crescent,
Colombo 07, Sri Lanka**

INVITATION FOR BIDS
MINISTRY OF EDUCATION
UNIVERSITY OF THE VISUAL AND PERFORMING ARTS

Procurement for Supply and Delivery of Camera & Lighting Equipment for VAPA TV

Identification No. UVPA/SUP/FLQ/2022/11

1. The Chairman, Departmental Procurement Committee on behalf of the Vice Chancellor, University of the Visual & Performing Arts now invites sealed bids from eligible and qualified bidders for procurement for Supply and Delivery of Camera & Lighting Equipment for VAPA TV.
2. Bidding will be conducted through National Competitive Bidding Procedure.
3. Interested eligible bidder may obtain further information from Assistant Bursar/Supply of University (T.P. 0112033710 → 1202 or 0719687220) and inspect the bidding document at the address given below 07.02.2022 to 24.02.2022 between 9.00 a.m. to 3.00 p.m. on working days or through the University Website (<https://vpa.ac.lk/>).

Assistant Bursar/ Supplies

University of the Visual and Performing Arts

No 21, Albert Crescent, Colombo 07

4. Qualification and Evaluation requirements.
 - a. Bidders past selling and maintaining experience of similar equipment over past 03 Years (2019-2021).
 - b. Experience in the successful supplies, delivery and maintaining at least 02 contracts of the same nature and complexity equivalent to this supply over the last 5 years to the media related institutes (2017-2021)
5. A complete set of bidding documents in the English language may be collected by interested bidders on the submission of the written application to the address above or by downloading through the University Website (<https://vpa.ac.lk/>) and upon payment of a non-refundable fee of Rs.4,000/=, either payment through the University Payment Gateway or as bank deposit to the Current account no **84072227** of the Bank of Ceylon Independence Square Branch.
6. Completed bids must be delivered with a duplicate to the address above on or before **2.30 p.m. on 25.02.2022**. Late bids will be rejected. Bids will be opened immediately after bid closing in the percent of the bidders, representative who choose to attend at the address above.
7. All bids must be accompanied by a payment receipt of a non-refundable deposit and bid security of **Rs.260,000.00** issued by a commercial bank operating in Sri Lanka. Bid security shall be valid until 25.05.2022.
8. Duly filled sealed bids marked “Invitation for Supply and Delivery of Camera & Lighting Equipment for VAPA TV - UVPA/SUP/FLQ/2022/11” on the top left-hand corner of the envelope should be submitted.

Registrar

University of the Visual & Performing Arts

No. 21, Albert Crescent, Colombo 07

03.02.2022

Section I Instructions to Bidders

Section I. Instructions to Bidders (ITB)

ITB shall be read in conjunction with 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. Source of Funds
 - 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 the National Procurement Agency:
 - Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
 - 3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
 - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public

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

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 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 a 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 Agency (NPA), at the date of submission of bids or the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk.

4.4 Foreign Bidder may submit a bid only if so stated the in

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the BDS.

5. Eligible Goods and Related Services 5.1 All goods supplied under this contract shall comply 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. Sections of Bidding Documents 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

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- 62 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) Bid Security or Bid-Securing Declaration, in

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accordance with ITB Clause 20;

- (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
- (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) 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, 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;

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(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

145 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.

146 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 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

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.

172 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.

173 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.

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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 criterion specified in Section III, Evaluation and Qualification Criteria.
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 or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka 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 a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
 - (c) be substantially in accordance with the form included

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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 or Bid Securing Declaration 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 or the Bid Securing Declaration executed:

- (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

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only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking 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 261.
- If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
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.
25. Withdrawal, and Modification of Bids
- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the

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withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WIT HDRAWAL,” or “MODIFICAT ION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

252 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.

253 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

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

262 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.

All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid- Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1.

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

Evaluation and Comparison of Bids

27. Confidentiality
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons 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

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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. Nonconformities, Errors, and Omissions
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of 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

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

- 304 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid- Securing Declaration shall be executed.
31. Preliminary Examination of Bids
- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.
32. Examination of Terms and Conditions; Technical Evaluation
- 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
- 34.1 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.

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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 a Bid, the Purchaser shall consider the 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 set out 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 stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 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

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with ITB Clause 35.

37. Postqualification of the Bidder
- 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 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.

Section I Instructions to Bidders

- | | |
|--------------------------|--|
| 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 or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <i>University of the Visual and Performing Arts</i> Address: No 21, Albert Crescent, Colombo 07
ITB 1.1	The name and identification number of the Contract are: Supply and Delivery of Camera & Lighting Equipment for VAPA TV – UVPA/SUP/FLQ/2022/11
ITB 2.1	The source of funding is: GOSL
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: Mrs. Praboda Wickramarathne (Asst. Bursar/Supplies) Address: University of the Visual and Performing Arts 21, Albert Crescent, Colombo 07 Telephone: 011-2033710 /0719687220 Facsimile Number: 011-2690245 Electronic mail address: praboda.w@vpa.ac.lk
	C. Preparation of Bids
ITB 11.1 (e) ⁸	The Bidder shall submit the following additional documents: a) Business registration and VAT registration b) Bidder should have a proven, i. Track record in selling and maintaining Camera and/or Lighting equipment for a minimum period of 03 Years. (2019-2021) ii. Experience in the successful supplies, delivery and maintaining at least 02 contracts of the same nature and complexity equivalent to this supply over the last 5 years (2017-2021) c) Manufacturer's Authorization (Authorization through another supplier is not accepted) for relevant items d) Statement – Should mentioned the comprehensive warranty period. e) Broachers with specifications should be submitted for relevant items. Bidder should provide documentary evidence to substantiate these conditions.

ITB 17.3 ¹¹	Period the Goods are expected to be functioning (for spare parts): Required
ITB 18.1 (b)	After sales service is: Required
ITB 19.1 ¹²	The bid shall be valid until 25th April, 2022.
ITB 20.1	The bid shall include a Bid Security (issued by commercial bank operating in Sri Lanka) included in Section IV Bidding Forms
ITB 20.2 ¹³	The amount of the Bid Security shall be: Rs. 260,000.00 <i>The validity period of the bid security shall be until 25th May, 2022.</i>
	D. Submission and Opening of Bids
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: Supply and Delivery of Camera & Lighting Equipment for VAPA TV VAPA TV - UVPA/SUP/FLQ/2022/11
ITB 23.1	For bid submission purposes, the Purchaser's address is: Attention: Assistant Bursar – Supplies Address: 2nd Floor, Administrative Building, University of the Visual and Performing Arts No 21, Albert Crescent, Colombo 07
	The deadline for the submission of bids is: Date: 25th February, 2022 Time: 2.30 P.M.
ITB 26.1	The bid opening shall take place at: Address: Supplies Division, Finance Branch – 2nd Floor University of the Visual and Performing Arts 21, Albert Crescent, Colombo 07 Date: 25th February, 2022 Time: 2.30 P.M
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: is selected and the adjustment is 1% per week

<p>ITB 35.4²⁶</p>	<p>The following factors and methodology will be used for evaluation:</p> <ul style="list-style-type: none"> <i>a)</i> The total price as quoted; <i>b)</i> Price adjustment for correction of arithmetical errors; <i>c)</i> Price adjustment due to discounts offered. <i>d)</i> Bidders past selling and maintaining experience of similar equipment over past 03 Years. (2019-2021) <i>e)</i> Experience in the successful supplies, delivery and maintaining at least 02 contracts of the same nature and complexity equivalent to this supply over the last 5 years (2017-2021) <i>f)</i> Comprehensive warranty. <i>g)</i> Manufacturer’s Authorization where necessary (Authorization through another supplier is not accepted). <i>h)</i> Offered items should have to be branded and duplicates shall not consider - Broachers with specifications should be submitted for relevant items.
<p>ITB 35.5</p>	<p>Bidders may quote for single or more items according to their capacity to perform the contract. However, the number of units should comply with 100% of the quantity in each lot and item since bid evaluation and award will be made lot / item wise.</p>

Section III. Evaluation and Qualification Criteria

Contents

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)

Section III Evaluation and Qualification Criteria

1. Evaluation Criteria (ITB 35.3 (d))

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

(a) Delivery schedule

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

2. Evaluation Criteria (ITB 35.4)

- (a) The
- (b)
- (c) price as quoted;
- (d) Price adjustment for correction of arithmetical errors;
- (e) Price adjustment due to discounts offered.
- (f) Bidders may quote for single or more items according to their capacity to perform the contract. However, the number of units should comply with 100% of the quantity in each item since bid evaluation and award will be made item wise.
- (g) Bidders past selling and maintaining experience of similar equipment over past 03 Years (2019-2021).
- (h) Experience in the successful supplies, delivery and maintaining at least 02 contracts of the same nature and complexity equivalent to this supply over the last 5 years (2017 – 2021)
- (i) Comprehensive warranty offered.
- (j) Manufacturer's Authorization where necessary (Authorization through another supplier is not accepted).
- (k) Offered items should have to be branded and duplicates shall not consider - Broachers with specifications should be submitted for relevant items.

3. Multiple Contracts (ITB 35.5)

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

The Purchaser shall:

- (a) evaluate total lots or contracts that include items per lot and quantity per item as specified in ITB Sub Clause 14.8
- (b) take into account:
 - (i) the lowest-evaluated bid for the total lot and
 - (ii) the price reduction per total lot and the methodology for its application as offered by the Bidder in its bid

4. Domestic Preference (ITB 34.1)

Domestic preference is not allowed

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Bid Submission Form

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

Date:

No.:

To: **University of the Visual and Performing Arts**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services **Supply and Delivery of Camera & Lighting Equipment for VAPA TV – UVPA/SUP/FLQ/2022/11**
- (c) The total price of our Bid without VAT, including any discounts offered is:
- (d) The total price of our Bid including VAT, and any discounts offered is:
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Section IV Bidding Forms

Signed:

In the capacity of

Name:

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

Dated on _____ day of _____, _____

Price Schedule

[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

Section IV Bidding Forms

PRICE SCHEDULE

Note: 1. Unless otherwise allowed under ITB Clause 15, the bidders are required to quote the prices under 'A' Columns;

2. Bidders may quote prices under 'B' columns only if the ITB Clause 15 provides provisions to bid in foreign currencies for the line item

1	2	3	4	5	6	7	8	9	10
	Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)								
	A								
Line Item No.	Description of Goods or related services	Qty and unit	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)
1	Camera (Annexure I)	05							
1.1	Tripod (Annexure I.I)	05							
1.2	Heavy Duty Tripod Dolly with Rubber Wheels (Annexure I.II)	05							
1.3	Dual Side Head Set (Annexure I.III)	03							
1.4	LED Battery Video Light (Annexure I.IV)	03							
1.5	Shotgun Electret condenser microphone (Annexure I.V)	02							
1.6	7" 4K On-Camera Monitor with Battery, Articulating Arm, and HDMI Cable Kit (Annexure I.VI)	03							
2	Portable 1k (Fresnel Lens- LED Lights) (Annexure II)	06							
3	Cross Converter (Annexure III)	04							
4	Rack mountable 8channels Intercom System (8 user wired) (Annexure IV)	02							
5	Professional broadcast deck (record and playback using SD cards and SSD media) (Annexure V)	02							
6	Live production switcher (Annexure VI)	02							
7	Switcher with 4 standards converted HDMI inputs supports direct live streaming (Annexure VII)	01							
8	HD and Ultra HD streaming solution (Annexure VIII)	01							
9	Smart Digital Interactive Touch board (Annexure IX)	01							
10	Action camera with a 23MP sensor + Accessories bundle (Annexure X)	03							
11	Gimbal Stabilizer (Annexure XI)	02							
12	Quad copter (Annexure XII)	01							
13	Light and compact portable audio recorder (Annexure XIII)	02							
14	Studio Monitor (Annexure XIV)	03 pairs							
15	Mixing Console (Annexure XV)	01							
16	Dynamic Microphone (Annexure XVI)	08							
17	Wireless Lavalieri Microphones (Annexure XVII)	08							
18	Studio Front Lights Detail (Annexure XVIII)	06							
19	LED Spotlight (Annexure XIX)	06							
20	DMX512 USB Connector (Annexure XX)	01							
21	XLR 5pin Female Connector (Annexure XXI)	16							
22	XLR 5Pin Male Connector (Annexure XXI)	16							
23	XLR 5Pin Male to XLR 3 Pin Female Connector (Annexure XXI)	02							
24	XLR 5Pin Female to XLR 3 Pin Male Connector (Annexure XXI)	02							
25	LED - CYC Light (Annexure XXII)	04							
						Total			

Bid Guarantee

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- *[insert issuing agency's name, and address of issuing branch or office]* -----

Vice Chancellor

**University of the Visual and Performing Arts,
21, Albert Crescent, Colombo 07**

Date: ----- *[insert (by issuing agency) date]*

BID GUARANTEE No.: ----- *[insert (by issuing agency) number]*

We have been informed that ----- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ----- *(insert date)*

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

[signature(s) of authorized representative(s)]

Bid-Securing Declaration

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

Date:

Name of contract: **Supply, Delivery, Installation and Maintaining of Camera & Lighting Equipment for VAPA TV**

Invitation for Bid No: **UVPA/SUP/FLQ/2022/11**

To: Vice Chancellor, **University of the Visual and Performing Arts**

We, the undersigned, declare that:

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

Signed

Name

Duly authorized to sign the bid for and on behalf of

Dated on

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: **Vice Chancellor**
University of the Visual and Performing Arts

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:

Name:

Title:

Duly authorized to sign this Authorization on behalf of:

Dated on

Section V. Schedule of Requirements

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- 2. List of Related Services and Completion Schedule..... 36
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1. List of Goods and Delivery Schedule

[“Bidder’s offered Delivery date” to be filled by the Bidder]

Line Item N□	Description of Goods	Qty	unit	Final (Project Site) Destination as specified in BDS	Warranty Period	Delivery Date ¹		
						Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date
01	Camera (Annexure I)	05	Item	University of the Visual and Performing Arts, 21, Albert Crescent, Colombo 07.		Within 2 weeks from the date of effectiveness the Contract	Within 4 weeks from the date of effectiveness the Contract	
1.1	Tripod (Annexure I.I)	05	Item					
1.2	Heavy Duty Tripod Dolly with Rubber Wheels (Annexure I.II)	05	Item					
1.3	Dual Side Head Set (Annexure I.III)	03	Item					
1.4	LED Battery Video Light (Annexure I.IV)	03	Item					
1.5	Shotgun Electret condenser microphone (Annexure I.V)	02	Item					
1.6	7" 4K On-Camera Monitor with Battery, Articulating Arm, and HDMI Cable Kit (Annexure I.VI)	03	Item					
02	Portable 1k (Fresnel Lens- LED Lights) (Annexure II)	06	Item					
03	Cross Converter (Annexure III)	04	Item					
04	Rack mountable 8channels Intercom System (8 user wired) (Annexure IV)	02	Item					
05	Professional broadcast deck (record and playback using SD cards and SSD media) (Annexure V)	02	Item					
06	Live production switcher (Annexure VI)	02	Item					
07	Switcher with 4 standards converted HDMI inputs supports direct live streaming (Annexure VII)	01	Item					
08	HD and Ultra HD streaming solution (Annexure VIII)	01	Item					
09	Smart Digital Interactive Touch board (Annexure IX)	01	Item					
10	Action camera with a 23MP sensor + Accessories bundle (Annexure X)	03	Item					
11	Gimbal Stabilizer (Annexure XI)	02	Item					
12	Quad copter (Annexure XII)	01	Item					
13	Light and compact portable audio recorder (Annexure XIII)	02	Item					
14	Studio Monitor (Annexure XIV)	03	Pair					
15	Mixing Console (Annexure XV)	01	Item					
16	Dynamic Microphone (Annexure XVI)	08	Item					
17	Wireless Lavalier Microphones (Annexure XVII)	08	Item					
18	Studio Front Lights Detail (Annexure XVIII)	06	Item					
19	LED Spotlight (Annexure XIX)	06	Item					
20	DMX512 USB Connector (Annexure XX)	01	Item					
21	XLR 5pin Female Connector (Annexure XXI)	16	Item					
22	XLR 5Pin Male Connector (Annexure XXI)	16	Item					
23	XLR 5Pin Male to XLR 3 Pin Female Connector (Annexure XXI)	02	Item					
24	XLR 5Pin Female to XLR 3 Pin Male Connector (Annexure XXI)	02	Item					
25	LED-CYC Light (Annexure XXII)	04	Item					

2. List of Related Services and Completion Schedule

Not Applicable. Please mentioned the warranty period on the List of Goods and Delivery Period Schedule.

3. Technical Specifications

2. Camera (Annexure I)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	Power Requirements	DC In: 8.4V, Battery: 7.2 V		
02	Recording Format (Video)	XAVC QFHD: MPEG-4 AVC/H.264 4:2:0 Long profile XAVC HD : MPEG-4 AVC/H.264 4:2:2 Long profile MPEG HD422: MPEG-2 422P@HL 4:2:2 Long profile MPEG HD420: MPEG-2 MP@HL 4:2:0 Long profile MPEG HD Proxy: MPEG-4 AVC/H.264 4:2:0 Long profile AVCHD : MPEG-4 AVC/H.264 AVCHD 2.0 format compatible		
03	Recording Format (Audio)	XAVC QFHD : Linear PCM 2ch, 24bit, 48kHz XAVC HD : Linear PCM 2ch, 24bit, 48kHz XAVC Proxy : AAC-LC 2ch, 16bit, 48kHz MPEG HD422 : Linear PCM 2ch, 24bit, 48kHz MPEG HD420 : Linear PCM 2ch, 16bit, 48kHz MPEG HD Proxy : AAC-LC 2ch, 16bit, 48kHz AVCHD : Linear PCM 2ch, 16bit, 48kHz Dolby Digital 2ch, 16bit, 48kHz		
04	Recording Frame Rate	XAVC QFHD (3840 x 2160) @29.97p, 25p, 23.98p 100Mbps/60Mbps XAVC HD (1920 x 1080) @59.94i, 50i, 50 Mbps/35 Mbps/25 Mbps MPEG HD422 (1920 x 1080) @59.94i, 50i, 29.97p, 25p, 23.98p, 50 Mbps MPEG HD420 (1920 x 1080) @59.94i, 50i, 29.97p, 25p, 23.98p, HQ mode (35Mbps)		
05	Recording/Playback Time	XAVC-L QFHD 100 mode, Approx. 65 min with 64 GB memory card XAVC-L QFHD 60 mode, Approx. 100 min with 64 GB memory card		

Section V Schedule of Requirements

		MPEG HD422 @LPCM 2ch 50 Mbps, Approx. 110 min with 64 GB memory card MPEG HD420 @LPCM 2ch HQ Mode, Approx. 170 min with 64 GB memory card		
06	Lens Mount	Fixed		
07	Zoom Ratio	12x (optical), servo		
08	Focal Length	f = 9.3 - 111.6 mm equivalent to f = 29.0 - 348.0 mm on 35 mm lens (16:9)		
09	Iris	F2.8 - F4.5 auto/manual selectable		
10	Focus	AF/MF selectable, 10 mm to ∞ (Wide), 1000 mm to ∞ (Tele)		
11	Image Stabilizer	ON/OFF selectable, shift lens		
12	Effective Picture Elements	3840 (H) x 2160 (V)		
13	Built-in Optical Filters	ND filters OFF: CLEAR 1: 1/4ND 2: 1/16ND 3: 1/64ND		
14	Minimum Illumination	1.7 lux (Low Lux)		
15	Shutter Speed	[50i]: 1/6 - 1/10,000		
16	White Balance	Preset (Indoor: 3200K, Outdoor: 5600K \pm 7 steps, Color temperature set range: 2300-15000K), One push A, B, Auto selectable		
17	Audio Input	XLR-type 3-pin (female) (x2), line/mic/mic +48 V selectable		
18	Video Output	Integrated into Multi/Micro USB jack (x1), RCA pin(x1), Composite 1.0Vp-p, 75 Ω		
19	Audio Output	Integrated into Multi/Micro USB jack(x1), RCA pin(Monaural)(x1)		
20	SDI Output	BNC (x1), 3G/HD/SD SMPTE ST 424/ST 292-1/ST 259 standards		
21	Headphone Output	Stereo mini jack (x1)		
22	HDMI Output	HDMI connector (Type A)		
23	Built-in Microphone	Omni-directional stereo electret condenser microphone		
24	Media Type	MS/SD(1),SD(1)		
25	Accessories	Lens hood Large eyecup Shoe cap Accessory shoe kit USB cable AC Adaptor Power cord Rechargeable battery pack Charger wireless Remote Commander Lithium battery Rechargeable battery pack (Extra)		

Section V Schedule of Requirements

		Dual Charger (Extra) 50M BNC Video Cable 128 GB Memory Card (SDXC Class10) – 02 256 GB Memory Card (SDXC Class10) – 02		
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1.1. Tripod (Annex I.I)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
1.	Removable Head			
2.	Quick Release Plate			
3.	Adjustable tripod feet			
4.	Durable and lightweight			
5.	Legs	Three Adjustable Sections with Horizontal Flip Locks		
6.	Minimum Load Capacity	06 Kg		
7.	flat based system for use with sliders			
8.	Fluid torque system			

1.2. Heavy Duty Tripod Dolly with Rubber Wheels (Annex I.II)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
1.	Adjustable Leg Mounts			
2.	Compatible to the camera tripod	Tripod clamp knob fits for tripod leg size		

1.3. Dual Side Head Set (Annex I.III)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
1.	User-replaceable ear pads			
2.	Headphone Input	Stereo mini jack		
3.	Closed-back, supra-aural earcups with low-profile, on-camera design			
4.	No microphone			

1.4. LED Battery Video Light (Annex I.IV)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
1.	Number of Battery Required	01		
2.	Power Consumption	Approx. 16W		
3.	Illuminance	Approx. 2,100 lx/1m (BOOSTER mode)		
4.	Lighting Distance	21lx/10m		

Section V Schedule of Requirements

5.	Lighting Angle	Approx. 65 deg		
6.	Remaining Battery Indicator	Yes		
7.	Supplied Accessory	Battery Adaptor (w/DC IN terminal) (1) Shoe Adaptor (1)		

1.5. Shotgun Electret condenser microphone (Annex I.V)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
1.	Capsule Type	Mono Electret Condenser		
2.	Frequency Response	40 Hz to 20 kHz		
3.	Directivity	Uni-directional (super-cardioid)		
4.	Dynamic Range	107 dB or more		
5.	Wind Noise	45 dB SPL or less (with windscreen)		
6.	Connector	XLR-3-12C (male)		
7.	Mic Cable	XLR 3-pin Cable Required		
8.	Power Requirements	External, DC 40 V to 52 V		
9.	Supplied Accessories	Windscreen (1) Stand adaptor (2) Operating instructions (1) Mic spacer (1) Mic holder (1) XLR 3-pin Cable		

1.6. 7" 4K On-Camera Monitor with Battery, Articulating Arm, and HDMI Cable Kit (Annex I.VI)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
1.	Panel Type	IPS-Type LCD		
2.	Display Size	7.0" / 17.8 cm		
3.	Resolution	FULL HD		
4.	Aspect Ratio	16:09		
5.	Touchscreen	No		
6.	Video	1 x HDMI Type A (HDMI 1.4) Input 1 x 3.5 mm (Composite) Input		
7.	Embedded Audio	HDMI		
8.	Audio	2 x 1/8" / 3.5 mm Headphone Input/Output		
9.	Built-In Speaker	1		
10.	Format Support	HDMI (12-Bit)		
11.	DC Input Power	7 to 24 VDC		
12.	Power Consumption	8 W (Maximum)		

Section V Schedule of Requirements

2. Portable 1k (Fresnel Lens - LED Lights) (Annexure II)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	Color Temp.	Adjustable 27000k to 65000k		
02	Input Voltage	240V		
03	Flicker free			
04	high efficiency thermal design			
05	Less weight			
06	Accessories	Light Stand Dual Battery Charger Rechargeable battery 02		

Section V Schedule of Requirements

3. Cross Converter (Annexure III)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	1. HDMI to SDI while simultaneously converting SDI to HDMI 2. HDMI to HDMI while simultaneously converting SDI to SDI 3. HDMI to SDI and HDMI 4. SDI to SDI and HDMI			
02	INPUTS	HDMI, (3G/HD/SD)-SDI 10-bit		
03	OUTPUTS	HDMI, (3G/HD/SD)-SDI Active Loop-Through		

Section V Schedule of Requirements

4. Rack mountable 8channels Intercom System (8 user wired) (Annexure IV)

Item no	Feature	Conformity to Specification	Conformity to Specification Yes / No	Bidders Response
01	Tally	2 x 15 Pin DSub Sockets for Tally A and B		
02	MIC / Headset	3.5 mm Stereo Jack Socket for Headphone / Microphone combination Headset Impedance 8-600 Ohms 100 mW (min)		
03	Headphone	¼” (6.3mm) Stereo Headphone Socket Headset Impedance 8-600 Ohms 100 mW (min)		
04	Frequency Response	550-3.6 kHz, <+/- 3dB		
05	Operating Range	Up to 200 meters between base station and slave		
06	Built-in Speaker	70mm x 30mm 32 Ohm 3 Watts		
07	Light Socket (DC 12 V)	3 PIN XLR Connector PIN 2: 12V PIN 3: GND Light Power Consumption: 12 V / 100 mA (MAX.)		
08	Microphone	3 PIN XLR / ¼” (6.3mm) Jack Microphone Socket Switchable Condenser / Dynamic Input Microphone Level -67 dB		
09	Accessories	1 Base Unit 6 x Belt Pack 6 x Carry Case 6 x Cable 5pin XLR to XLR 6 x 3.5mm Jack to 3.5mm Jack Cable 7 x Headset with microphone 1 x Single side Headset 6 x Tally LED Indicator 1 x XLR Gooseneck Microphone 1 x XLR Gooseneck Light 1 x 12V 1A Power Supply Unit		

Section V Schedule of Requirements

5. Professional broadcast deck (Annexure V)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01.	SDI Video Inputs	1		
02.	SDI Video Outputs	2		
03.	SDI Monitor Outputs	1		
04.	SDI Rates	270Mb, 1.5G, 3G, 6G.		
05.	HDMI 2.0 Video Inputs	1		
06.	HDMI 2.0 Video Outputs	1		
07.	Built in Speaker	Mono		
08.	Audio Output	1 x 6.35 mm headphone jack.		
09.	Screen	2.2 inch LCD		
10.	Timecode Connections	1 x XLR In, 1 x XLR Out		
11.	Reference Connections	1 x BNC In, 1 x BNC Out. Tri-Sync or Black Burst.		
12.	SDI Audio Inputs	16 channels embedded audio.		
13.	SDI Audio Outputs	16 channels embedded audio		
14.	HDMI Audio Inputs	8 channels embedded audio		
15.	HDMI Audio Outputs	8 channels embedded audio		
16.	Computer Interface	1 x USB Type-C 3.0 (up to 5Gb/s) for external drive recording, webcam out, Software configuration and updates.		
17.	HD Video Standards	1080i50		
18.	Audio Sampling	Television standard 24- bit, 48 kHz sample rate		
19.	Video Sampling	4:2:2 YUV		
20.	Color Precision	10- bit		
21.	Media	2 x 2.5 inch disc slots 2 x SD card slots 1 x USB-C 3.0 expansion port for external recording of SD, HD, 2K DCI, Ultra HD and 4K DCI.		
22.	Media Type	SATA-II or SATA-III 2.5 inch solid state media. UHS-I and UHS-II SD cards		
23.	Supported Codecs	H.264 SDI 4:2:2 10- bit, H.264 High 4:2:0 8- bit, H.264 Medium 4:2:0 8- bit, H.264 Low 4:2:0 8- bit for all formats up to 1080p60		

Section V Schedule of Requirements

6. Live Production Switcher (Annexure VI)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	Total Video Inputs	08		
02	Total Outputs	12		
03	Total Aux Outputs	1		
04	SDI Rates	1.5G, 3G, 6G, 12G		
05	Total Audio Inputs	2 x XLR. 1 x Microphone		
06	Total Audio Outputs	1 x Headphone		
07	SDI Video Inputs	8 x 10-bit HD/UHD switchable. 2 channel embedded audio.		
08	Video Input Re- Sync	On all 8 inputs		
09	Frame rate and format convertors	On all 8 inputs		
10	SDI Program Outputs	9 x 10-bit HD/UHD switchable		
11	SDI Audio Outputs	2 Ch embedded into SDI output.		
12	Total Multi Views	1		
13	SDI Multi View Outputs	1		
14	HDMI Multi View Outputs	1		

Section V Schedule of Requirements

7. Switcher with 4 standards converted HDMI inputs supports direct live streaming (Annexure VII)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	Total Video Inputs	04		
02	Total Outputs	02		
03	Total Aux Outputs	1		
04	Total Audio Inputs	2 x 3.5mm stereo mini jack.		
05	Total Audio Outputs	embedded audio only		
06	HDMI Video Inputs	4 x HDMI type A, 10-bit HD switchable. 2 channel embedded audio.		
07	HDMI Program Outputs	1		
08	Computer Interface	1 x USB Type-C 3.1 Gen 1 for external drive recording, webcam out, software control, software updates and panel connection.		
09	Upstream Keyers	1		
10	Downstream Keyers	1		
11	Advanced Chroma Keyers	1		
12	Direct Streaming	direct live streaming using Real Time Messaging Protocol (RTMP) over ethernet or a shared mobile internet connection over USB- C		
13	Direct Recording	1 x USB-C 3.1 Gen 1 expansion port for external media to direct record a .mp4 H.264 with AAC audio		

Section V Schedule of Requirements

8. HD and Ultra HD streaming solution (Annexure VIII)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	SDI Video Inputs	01		
02	SDI Video Outputs	1 x loop out, 1 x monitor out.		
03	HDMI Outputs	1 x monitor out		
04	Webcam Output	1 x USB-C up to 2160p60		
05	Ethernet	Ethernet supports 10/100/1000 BaseT for live streaming, software control and software updates		
06	Direct Streaming	direct live streaming over ethernet using Real Time Messaging Protocol (RTMP)		
07	HD Video Input Standards	1080i50		
08	Video Streaming Standards	1080p50		
09	Closed Captions	supports embedding CEA- 608 and CEA- 708 closed captions in your live RTMP stream		

Section V Schedule of Requirements

9. Smart Digital Interactive Touch board (Annexure IX)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	Whiteboard Type	Interactive Whiteboard		
02	Writing tools	Finger/touch pen		
03	Panel Size	55"		
04	OSD language	English		
05	Touch screen	10 TouchPoint		
06	System	Windows 10		

Section V Schedule of Requirements

10. Action camera with a 23MP sensor + Accessories bundle (Annexure X)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	Sensor Resolution	Effective: 23 Megapixel		
02	Recording Media	Single Slot: microSD/microSDHC/microSDXC		
03	Video Format	5312 x 2988p at 50 fps (100 Mb/s MP4 via H.264/AVC, H.265/HEVC)		
04	Waterproof Depth Rating	33.0' / 10.0 m (Camera)		
05	Less weight			
06	Accessories bundle	Magnetic Swivel Clip Spare battery Shorty 128GB SD card Camera case Chesty (for 1 camera) The Remote Dual Battery Charger + Spare Battery (for 1 camera) Suction Cup (for 2 camera's) Handlebar / Seatpost / Pole Mount (for 2 camera's) Replacement Folding Fingers (for 2 camera's) Swivel Camera Mount (for 2 camera's) Grab Bag (for 2 camera's)		

Section V Schedule of Requirements

11. Gimbal Stabilizer (Annexure XI)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	Foldable			
02	Designed for Mirrorless & DSLR Cameras			
03	RSC 2 + 1080p Transmitter			
04	Load Capacity	3 Kg		
05	Battery Runtime	14 Hours		

Section V Schedule of Requirements

12. Quad copter (Annexure XII)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	GNSS Support	GPS, GLONASS		
02	Gimbal-Stabilized 4K60 / 20MP Imaging			
03	Flight Autonomy with Redundant Sensors			
04	1" 20MP CMOS Sensor			
05	Video Format	4096 x 2160p at 24/25/30 fps (100 Mb/s MOV via H.265)		

Section V Schedule of Requirements

13. Light and compact portable audio recorder (Annexure XIII)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	32-Bit Float recording for full dynamic range and clip free recording			
02	Rec Hold function to avoid accidental operation of buttons			
03	80 Hz low cut filter			
04	Up to 15 hours of operation			
05	Records directly to micro SD, SDHC, and SDXC cards up to 512 GB			
06	Stereo 1/8" Phone/Line Output jack with dedicated volume control			
07	1/8" Mic In mini phone jack with Plug-in power (2.5V)			
08	High precision internal clock to avoid audio and video syncing issues			

Section V Schedule of Requirements

14. Studio Monitor (Annexure XIV)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	Monitor Type	Active 2-Way		
02	Enclosure	Bass-Reflex		
03	Power Rating	70 W		
04	Impedance	4 Ohms		
05	Drivers	LF Driver: 1 x 5" / 12.7 cm Cone HF Driver: 1 x 1" / 2.54 cm Dome		
06	Amplification	1 x LF Amplifier: Class-D Rated at 45 W 1 x HF Amplifier: Class-D Rated at 25 W		
07	Frequency Range	74 Hz to 24 kHz (at -3 dB) 54 Hz to 30 kHz (at -10 dB)		
08	Analog Input Sensitivity/Gain	-10 dBu		
09	EQ	1 x LF Shelf: -4 to 0 dB at 500 Hz (2 dB Increments) 1 x HF Shelf: -2 to +2 dB at 2 kHz (2 dB Increments)		

Section V Schedule of Requirements

15. Mixing Console (Annexure XV)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	Channels	16		
02	Preamps	12 x Ghost		
03	Equalization	Soundcraft Sapphyre EQ: 4-band (2 bands of swept mids)		
04	Input Limiter	dbx: 4		
05	Effects	Lexicon: Single engine		
06	USB Interface	2 x input 2 x output		
07	Auxiliary	4		
08	Subgroup Outputs	4 mono / 2 stereo		
09	Faders	3.9" (100 mm)		
10	Other	<ul style="list-style-type: none"> • High-Performance 16-input small format analogue mixers with onboard effects • Effects Engine featuring award-winning Reverbs, Delays, Choruses and Modulations • Limiters (High-ratio Compressors) on input channels • 2-in/2-out USB audio playback and recording* • Switchable Hi-Z inputs for guitars, basses and other instruments • Hi-Pass Filters (low-cut) and 48V Phantom Power on all mic channels • Robust metal construction for tour-grade build quality and reliability • Internal universal power supply 		

Section V Schedule of Requirements

16. Dynamic Microphone (Annexure XVI)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	Microphone Type	Dynamic		
02	Polar	Cardioid		
03	Frequency Response	50Hz-15kHz		
04	Max SPL	94dB SPL		
05	Output Impedance	150 ohms		
06	Sensitivity	54.5 dBV / Pa (1.88 mV)		
07	Connector	XLR		

Section V Schedule of Requirements

17. Wireless Lavalier Microphones (Annexure XVII)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01.	Wireless Technology	Digital 2.4 GHz		
02.	Included Transmitters	1 x Bodypack		
03.	Diversity	TDMA		
04.	RF Frequency Band	2400 to 2483.5 MHz		
05.	RF Channel Scanning	Auto-Scan		
06.	Max Operating Range	246.1' / 75 m		
07.	Max Microphones per Band	4		
08.	Built-In Recorder	No		
09.	Timecode Support	No		
10.	Control App Support	No		
11.	Audio Codec	APT-X Live		
12.	Latency	< 4 ms		
13.	Encryption	<i>None</i>		
14.	Modulation	GFSK		
	Receiver			
15.	Receiver Type	Plug-In		
16.	Mounting Options	Plug-In		
17.	Number of Audio Channels	1		
18.	Audio I/O	1 x XLR 3-Pin Male Balanced Output		
19.	Audio Output Level	12 dBu (Max)		
20.	Frequency Response	80 Hz to 18 kHz		

Section V Schedule of Requirements

21.	USB/Lightning Connectivity	1 x USB Type-C (Charging)		
22.	Power Requirements	Battery		
23.	Battery Type	1 x Built-In Rechargeable		
24.	Internal Battery Capacity	850 mAh		
25.	Battery Charging Time	3 Hours		
26.	Approx. Battery Life	5 Hour		
27.	Display & Indicators	1 x LED (Battery Status, Power, Sync)		
28.	Dimensions	4 x 0.9 x 1.1" / 101.6 x 22.9 x 27.9 mm		
	Transmitter			
29.	Transmitter Type	Bodypack		
30.	RF Output Power	Up to 10 mW (EIRP)		
31.	Audio I/O	1 x 1/8" / 3.5 mm TRS Female Input (Lockable)		
32.	Muting	Mute Switch		
33.	Audio Input Level	5 V RMS (Max)		
34.	Auto-Level Control	Yes		
35.	Frequency Response	80 Hz to 18 kHz		
36.	Sync Method	Manual		
37.	Antenna	Internal		
38.	Power Requirements	Battery		
39.	Battery Type	1 x Built-In Rechargeable		
40.	Internal Battery Capacity	850 mAh		
41.	Battery Charging Time	3 Hour		

Section V Schedule of Requirements

42.	Approx. Battery Life	5 Hour		
43.	USB/Lightning Connectivity	1 x USB Type-C (Charging)		
44.	Display & Indicators	1 x LED (Battery Status, Sync)		
45.	Dimensions	4 x 1.1 x 0.9" / 102 x 28 x 24 mm		
	Microphone			
46.	Microphone Type	Lavalier		
47.	Color	Black		
48.	Sound Field	Mono		
49.	Capsule	Electret Condenser		
50.	Polar Pattern	Omnidirectional		
51.	Frequency Range	50 Hz to 18 kHz		
52.	Equivalent Noise Level	32 dB		
53.	Maximum SPL	130 dB SPL		
54.	Sensitivity	17 mV/Pa at 1 kHz		
55.	Output Connectors	1 x 1/8" / 3.5 mm TRS Male Unbalanced (Lockable)		
56.	Cable Length	5.2' / 1.6 m		
57.	Operating Voltage	10 V		
58.	Operating Temperature	32 to 140°F / 0 to 60°C		

Section V Schedule of Requirements

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	Light Fixture	Beam Angle 45° Color Temperature 3200 to 5600K Color Accuracy Standard CRI 97 Number of LEDs 2448		
02	Power	AC Input Power 100 to 240 VAC, 50 / 60 Hz AC Input Power 100 to 240 VAC, 50 / 60 Hz Power Source AC Adapter Max Power Consumption 150 W		
03	With clamp			

Section V Schedule of Requirements

19. LED Spotlight (Annexure XIX)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	Light Fixture	Beam Angle 120° Color Temperature 5600K Color Accuracy Standard CRI 97 TLCI 97 Cooling System Fan Dimming Yes, 0 to 100% Housing Material Aluminum Photometrics 120° at 5600K: 3465.2 fc / 37,300 Lux at 2.99' / 0.91 m Fixture Dimensions 17.3 x 9.1 x 8.0" / 440.0 x 230.0 x 202.0 mm Fixture Weight 8.8 lb / 4 kg		
02	Connectors	Battery Plate None		
03	Lens	Reflector Mount Bowens S-Type		
04	Mounting	Fixture Mount 5/8" Receiver		
05	Yoke	Yoke Type Yoke/Bracket		
06	Remote Operation	Remote Control Type DMX, Proprietary Wireless		
07	Power	AC Input Power 100 to 240 VAC, 50 / 60 Hz DC Input Power 60 VDC Power Source AC Adapter Max Power Consumption 300 W		
08	With clamp			

Section V Schedule of Requirements

20. DMX512 USB Connector (Annexure XX)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
01	General Specifications	Power Requirements 300mA supplied by USB Weight 0.66 LBS / 0.3 KG Shipped Weight 0.88 LBS / 0.4 KG Width 2.27" / 57.5MM Height 1.58" / 40MM Depth 3.03" / 77MM Operating Environment 0°-50°C in noncondensing environment		
02	Functional Specifications	USB port works with USB 1.1 or 2.0 DMX Input - 5 Pin XLR (use optional) DMX Output - 5 Pin XLR (will be passive throughput if input is active) 1500V isolation between data & power lines to protect your computer from surges Microprocessor enabled RDM enabled (though more limited in capabilities than the RDM USB Pro) Internal frame buffering Drivers for Windows, OSX and Linux Universe & user config EEPROM Refresh Rate configurable from 1 to 40Hz with a full 512 channel frame Break configurable from 96uS to 1.3mS MaB configurable from 10.6uS to 1.3mS Upgradeable firmware		

Section V Schedule of Requirements

21. XLR Cable (Annexure XXI)

Item no	Feature		Conformity to Specification Yes / No	Bidders Response
21	<i>XLR 5-pin female connector</i>	16		
22	<i>XLR 5-pin male connector</i>	16		
23	<i>XLR 5-pin male to XLR 3-pin female connector</i>	02		
24	<i>XLR 5-pin female to XLR 3-pin male connector</i>	02		
01	Conductors	7/0.127mm (0.088mm ²) plain copper wire		
02	Insulation	PVC, OD 1.0mm, red, black		
03	Screen	0.1mm plain copper wire, helically wound, 80% optical coverage		
04	Pair jacket	Soft PVC, OD 3.2mm, black		
05	Conductors	3 individual wires, 7/0.2mm tinned copper wire, PVC insulated, blue, green, yellow		
06	Overall screen	Aluminum /polyester tape		
07	Outer sheath	Soft PVC, OD 8.3mm ±0.1mm, matt black		

Section V Schedule of Requirements

22. LED-CYC Light (Annexure XXII)

Item no	Feature	Conformity to Specification Yes / No	Bidders Response
01	Kelvin presets & custom settings, 2500K-9900K		
02	Green/Magenta control		
03	Kino Flo presets and Gels		
04	Dial-in any color through Hue Angle and Saturation control		
05	RGB control		
06	CIE xy		
07	FX (Effects) control		
08	Camera Profiles (LUTs)		
09	Color Space		
10	Universal input 100VAC-240VAC and 24VDC		
11	Manual and DMX dimming, DMX wireless (Lumen Radio)		
12	Honeycomb Louver, Center Mount and Yoke Mount		

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Section VI. 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 referencetherein.
 - (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 therefrom, 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 whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

Section V Schedule of Requirements

- (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.
 - (l) “The Project Site,” 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” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 4. Interpretation
 - 4.1 If the context so requires it, singular means plural and vice versa.
 - 4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether

Section VI Conditions of Contract

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 to 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.

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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 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents 12.1 Subject to 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

Section VI Conditions of Contract

vary from the prices quoted by the Supplier in its bid.

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| 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 |

Section V Schedule of Requirements

remain vested in such third party.

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| 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. Subcontracting | 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. |
| | 20.2 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. |

Section VI Conditions of Contract

- (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.

Section V Schedule of Requirements

- 254 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.
- 255 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 impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 256 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 257 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.
- 258 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.
- 26.1 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
26. Liquidated Damages

Section VI 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.

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

Section V Schedule of Requirements

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.

- 282 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.
- 283 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.
- 284 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.
- 285 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,

Section VI Conditions of Contract

- (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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

312 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.

313 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

Section V Schedule of Requirements

- practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
32. Change Orders and Contract Amendments
- 321 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.
- 322 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.
- 323 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.
- 324 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
- 331 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.
- 332 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

Section VI Conditions of Contract

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

Section V Schedule of Requirements

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.

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: University of the Visual and Performing Arts
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: University of the Visual and Performing Arts No 21, Albert Crescent, Colombo 07
CC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: G. K. D. P. M. Wickramaratne Assistant Bursar / Supplies Address: University of the Visual and Performing Arts, No 21, Albert Crescent, Colombo 07 Telephone: 0112026776 /0719687220 Facsimile number:0112690245 Electronic mail address: praboda0331@gmail.com
CC 12.1	Details of Shipping and other Documents to be furnished by the Supplier are Delivery notes and Warranties with Invoices.
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 and that all other contracted Services have been performed. (i) On Delivery: Up to a maximum of Ninety (90) percent of the Contract Price, shall be paid on receipt of the Goods and upon submission of the documents specified in CC Clause 12. On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within ninety (90) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

Section VII Contract Data

CC 17.1	A Performance Security shall be required
CC 25.1	The inspections and tests shall be once a three month for the item supplied
CC 25.2	The Inspections and tests shall be conducted at: University of the Visual and Performing Arts, No 21, Albert Crescent, Colombo 07
CC 26.1	The liquidated damage shall be: 0.5% per week
CC 26.1	The maximum amount of liquidated damages shall be: 10 %

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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.

Section VIII Contract Forms

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]* -----

Vice Chancellor

University of the Visual and Performing Arts, 21, Albert Crescent, Colombo 07

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)]