



## **SRI LANKA PROVINCE OF THE SOCIETY OF JESUS**

St. Xavier Residence, No: P/U/47, St Xavier Mawatha,  
Akkarapanaha, Kimbulapitiya Road, Negombo 11500, Sri Lanka  
Tel.: (+94 31) 2221927; Fax: (+94 31) 2225027; Mobile: (+94) 774363144  
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# **TENDER DOSSIER**

## **MAGIS AID 12970/01/7 - EDIRI**

### **N. Ref. MAGIS-AICS-OT-002**

### **Background information**

#### **Contracting authorities**

The Trustees of the Society of Jesus in Sri Lanka, in partnership with Magis Foundation E.T.S.

#### **Introduction of the contracting authorities**

**The Trustees of Society of Jesus in Sri Lanka** (Charitable Trust), known as the Jesuits of Sri Lanka, is recognised by Decree No.2147/47- 2019 of 29/10/2019. It consists of several educational and training facilities, like 8 Loyola Campus higher education centres (Mannar, Vavuniya, Trincomalee, Hatton, Batticaloa, Mullaitivu, Thanamalwila and Boragas) and the Tulana Research Centre/Tulana Library, in the city of Kelaniya.

The Society of Jesus (Jesuits) arrived in Sri Lanka at the beginning of the 20th century. They promote mutual understanding, respect and cooperation between people of different faiths, contributing to peace building. They collaborate with other religious and secular organisations, government agencies and civil society groups to address the many challenges the country is facing and to promote a more fair and compassionate society.

**Fondazione MAGIS E.T.S.** – Movimento e Azione dei Gesuiti Insieme per lo Sviluppo (Movement and Action of Jesuits Together for the Development) – is the foundation that coordinates the missionary and international cooperation activities of the Euro-Mediterranean Province of the Society of Jesus. Founded in 1988, MAGIS focuses on supporting vulnerable communities in the world's poorest countries through humanitarian aid and development projects. MAGIS started his activities in Sri Lanka in 2005, with projects about post-tsunami relief, then continuing with support for economic self-sufficiency, ecology and education, especially for women in need and young people. The interreligious dialogue has been a cross-cutting activity of all the initiatives of MAGIS in Sri Lanka since 2005.

#### **Name of the initiative**

Paths and practices of education, dialogue and reconciliation in Sri Lanka - EDIRI - AID 12970/01/7

#### **Description of the initiative**

The initiative has been funded by AICS – Agenzia Italiana per la Cooperazione allo Sviluppo (Italian Agency for Cooperation and Development). AICS, being an Italian state entity and considering that Italy is a Member State of the European Union (EU), has decided to align, for



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the procurement procedures, with the EU directives as described in the PRAG (Practical guide on contract procedures for European Union external action) 2021.1, accessible at this link: <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG>. The main purpose of the initiative is to support the population belonging to the Christian minority in Sri Lanka, but also for other groups in several areas, promoting a process of reconciliation between the various ethnic and religious communities, in the post-war period, which is based on the activation and development of an educational programme and specific interreligious dialogue. The project intends to support the social and cultural activity promoted by the local Partner, addressing the difficult access to quality higher education and the lack of social cohesion in the post-conflict period.

### Object of the tender

#### Description of the procurement

This is a tender for the procurement of electronic equipment for the Loyola Campuses of Mannar and Vavuniya and for the Tulana Research Centre. The Loyola Campuses need the equipment in order to increase the quality of their didactic offer, while the Tulana Research Centre needs the equipment in order to run a renovated library established in one of its structures. Being that the three locations are far from each other, the tender has been divided into three lots, each one representing one of the delivery location:

Lot number	Title
1	Electronic equipment for the new Computer Lab of the Loyola Campus of Mannar
2	Electronic equipment for the Loyola Campus of Vavuniya
3	Electronic equipment for the new library of the Tulana Research Centre, located in Kelaniya.

The items with their technical specifications, units, warranty delivery and services required are explained in the Annex 1 of this dossier.

#### Payment terms

The contracting authority reserves itself the right **to increase or decrease quantities of any of the items indicated in the Annex 1 in a way to change the total expenditure for a given lot by a maximum of ±15%**. Unit price shall remain valid irrespective of quantities.

Payments shall be made exclusively via bank transfer. No other payment methods are permitted due to mandatory traceability requirements.



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The tenderer must indicate in their financial offer their preferred payment structure, which will be subject to negotiation before the contract is signed. The payment structure may include:

- **Advance payment:** Upon signing the contract (if applicable).
- **Progress payments:** Installments based on delivery progress (to be defined in terms of amount and schedule).
- **Final balance (10%):** A mandatory payment to be made 15 calendar days after receipt of the completed service delivery, serving as a performance guarantee.

### **Advance Payment Conditions**

If the tenderer in his tender requests an **advance payment**, it cannot exceed 30% of the total contract value. **No guarantee is required if no advance payment is requested.**

In the case of an advance payment, the tenderer must provide a bank guarantee within **7 days** of signing the contract. The guarantee must be equivalent to **5% of the total** contract value and made in favor of the contracting authority.

Alternatively, the tenderer may provide a **nominal bank check for 5% of the total contract value**, made out to the contracting authority name. The check will be securely held by the contracting authority and returned to the supplier as outlined below.

Failure to provide the required bank guarantee within 7 days of contract signing will result in the contract being deemed invalid and of no effect.

### **Final Payment and Guarantee Release**

The final **10% of the contract amount will be paid 15 calendar days after final acceptance** of the completed service delivery, serving as a performance guarantee.

The bank guarantee or nominal check will be released at the same time as the **10% performance guarantee payment.**

The tenderer is responsible for coordinating with their bank to prepare the necessary documentation for the release of the guarantee. The contracting authority will provide the required supporting documents to facilitate the process.

### **Foreign Exchange**

The tenderer shall bear direct foreign currency exchange rate risk up to a maximum variation of  $\pm 3\%$ . If the exchange rate varies beyond  $\pm 3\%$  during the period from tender closing date to the date of CUSDEC Form of imported materials, the price of imported materials shall be adjusted for the excess deviation beyond  $\pm 3\%$ , based on the selling Telegraphic Transfers (TT Sell) exchange rate between LKR and USD ("base rate") published by CBSL on the date of tender closure and the date of CUSDEC Form.



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**Responsible body**

Name	Organisation	Role	Contacts
Alberto Pifferi	Magis Foundation ETS	Program Manager	<a href="mailto:pifferi.a@fondazionemagis.org">pifferi.a@fondazionemagis.org</a>
Milroy R. Fernando SJ	Society of Jesus in Sri Lanka	Country Director	<a href="mailto:cd.LoyolaCampus@gmail.com">cd.LoyolaCampus@gmail.com</a>
Anton Jaan Jenushan Miranda	Society of Jesus in Sri Lanka	Manager Finance	<a href="mailto:mf.loyolacampus@gmail.com">mf.loyolacampus@gmail.com</a>

**Timetable**

	DATE	TIME (UTC +05:30)
<b>Deadline for requesting clarification from the contracting authority</b>	09/05/2025	6:00 PM
<b>Last date for the contracting authority to issue clarification</b>	16/05/2025	6:00 PM
<b>Deadline for submitting tenders</b>	23/05/2025	6:00 PM
<b>Opening of the envelopes</b>	29/05/2025	10:00 AM
<b>Start of the evaluation of tenders</b>	29/05/2025	10:00 AM
<b>Notification of award</b> (expected date)	30/05/2025	-



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<b>Contract signature</b> (the proposed date is tentative, will be confirmed later)	02/06/2025'	-
<b>Start date</b> (the proposed date is tentative, will be confirmed later)	02/06/2025'	-

**Conditions of participation**

The law and tax rules to be applied are those of the Democratic Socialist Republic of Sri Lanka.

For this contract award procedure, participation is open to all natural persons who are nationals of and legal persons which are effectively established in Sri Lanka.

**Number of tenders**

No restrictions may be made in the number of lots a tenderer can be awarded. The tenderer may submit a tender for one lot only, several lots or all of the lots, but only one tender per lot. Contracts will be awarded lot by lot and each lot will form a separate contract.

**Grounds for exclusion**

Tenderers must submit the annexed document Declaration of honour, in order to certify that they are not in any of the exclusion situations. The contracting authority will verify through the EU IT systems (EDES) that the tenderer is not in an exclusion situation.

**Sub-contracting**

Subcontracting is only valid if it is the subject of a written agreement by which the Contractor entrusts a third party with the performance of part of its Contract.

In any event, the Contractor will be fully responsible for the services subcontracted in this way. Subcontractors must meet the eligibility criteria for the award of the contract. They shall not be in any of the exclusion situations described in the tender documents and not subject to EU restrictive measures.

**Joint Venture or Consortium**

Where the tenderer is a joint venture or a consortium of two or more persons, each of these persons must sign the offer and they will be jointly liable for the offer and any contract that may result from it. Those persons shall appoint from among themselves a lead partner authorised to represent the consortium. The composition of the consortium may not be changed without the prior written consent of the Contracting Authority. The tender may be signed by the



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representative of the Consortium only if he has been expressly instructed to do so, in writing, by the members of the Consortium.

The tenderer and **any other entity implicated in the tender** will have to fill out, stamp and sign the Legal entity form as per PRAG (attached).

### **Submission of tenders**

Tenders must be sent to the contracting authority before the deadline specified in the timetable. They must be sent:

**EITHER** by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip, to:

*Loyola Campus - Mannar, Thalaimannar Road, Mannar*

**OR hand delivered** by the participant in person or by an agent **directly** to the premises of the contracting authority in return for a **signed and dated receipt**, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

*Loyola Campus - Mannar, Thalaimannar Road, Mannar,*

*Opening hours: 8.30AM - 4.30PM*

The contracting authority may, for reasons of administrative efficiency, reject any tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the evaluation report.

*The contracting authority strongly recommends using proven post service providers (such as DHL, Fedex, Pronto, etc...) for tracking and avoiding delays in delivery of the tender envelope.*

The technical and financial offers plus the administrative documents must be placed together in three (3) sealed envelopes. The 3 envelopes (A, B and C) must then be placed in another sealed envelope/sealed package, unless their volume requires a separate submission for each lot. The tender must be divided into 3 sealed envelopes:

- **“Envelope A — Technical offer”**, one for each lot you wish to participate in, with the lot number indicated outside;
- **“Envelope B — Financial offer”** one for each lot you wish to participate in, with the lot number indicated outside;
- **“Envelope C — Administrative documents”**

The outer envelope should provide the following information:

- the address for submitting tenders indicated above;
- the code “MAGIS-AICS-OT-002 AID 12970/01/7 - EDIRI”;
- the words “Not to be opened before the tender-opening session”;
- the name of the tenderer.



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## **Content of tenders**

General Information:

1. **Tender language:** English
2. **Tender Currency:** Sri Lankan Rupees (LKR)
3. **Tender Time Zone:** Sri Lanka (GMT+5:30)

Failure to comply with the requirements set out below constitutes an irregularity which may lead to the rejection of the tender. Offers, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in English. Supporting documents provided by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. All tenders submitted must comply with the requirements set out in the tender documents and include:

### Part A: Technical offer

- A detailed list of the proposed supplies, in accordance with the technical specifications found in the Annex 1 section 1.
- Warranty type and specification as stated in the Annex 1 section 2.
- A technical proposal for after-sales service and installation for the items identified in the Annex 1 section 3, specifying the kind of installation done and the time needed
- Delivery service used and maximum estimated delivery time in days, as stated in Annex 1 section 4.
- A clear description of possible auxiliary service provided.

The Technical Offer can be drafted in a free format but it must contain the full quantities indicated for each lot in the Annex 1 section 1. It is possible to attach additional documents if needed to better describe the services and items offered. The envelope containing each offer must have the number of the lot written on it.

### Part B: Financial offer

- A detailed list of the proposed supplies indicating the total units and the unit price
- The cost for installation services described in the Technical offer
- A clear description of the possible discount(s) provided
- The total cost with and without the discount(s) applied.
- Payment methodology proposed by the tenderer (advance, progress and balance).

The Financial Offer can be drafted in a free format but it must contain the full quantities indicated for each lot in the Annex 1 section 1. The envelope containing each offer must have the number of the lot written on it.

The tenderer may include in its tender the overall discount that it would grant in the event of the award of certain lots or all the lots for which it has submitted a tender. The discount must be clearly indicated for each lot so that it can be announced at the public meeting for the opening of



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tenders. The contract will be awarded on a lot-by-lot basis, but the contracting authority may choose the most advantageous overall solution after taking into account the discounts granted.

In case the financial offer does not indicate the taxes due, the offer will be intended as taxes included.

Payments under this contract will be made in Sri Lankan Rupees (LKR) and the offer must be done in this currency.

### Part C: Administrative documents and selection criteria

- The “tender submission form” duly filled in the yellow parts and signed
- The “Declaration of honour” duly filled and signed
- The “Legal entity form” duly filled and signed
- Copy of the certificate of the issue of Business Registration number
- Manufacturer Authorization Letter(s) (the tenderer must be an authorized reseller for the tendered brands of equipment)
- (only for Lot 1) The tenderer must have completed at least two (02) procurement of a minimum of 25 Desktop Computers of the tendered brand in Sri Lanka during the last 5 years. The tenderer is required to provide the sales invoices or the necessary documentary proof for the mentioned experiences

The above documents of the “Part C” are necessary in order to comply with the **selection criteria** that will be evaluated at the opening of the envelopes and that must be fully respected to access the evaluation phase.

### **Period during which tenders are binding**

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award.

The selected tenderer must maintain its tender for a further 60 days.

### **Additional information before the deadline for submitting tenders**

Tenderers may submit questions to both the following email addresses up to 15 days before the deadline for submission of tenders:

- Alberto Pifferi, [pifferi.a@fondazionemagis.it](mailto:pifferi.a@fondazionemagis.it)
- Anton Jaan Jenushan Miranda, [mf.loyolacampus@gmail.com](mailto:mf.loyolacampus@gmail.com)

To ensure the maximum transparency, all answers at the tenderer questions will be published in the page “Open Tenders” of MAGIS ETS website, accessible at this link:

[www.fondazionemagis.org/cosa-facciamo/open-tenders/](http://www.fondazionemagis.org/cosa-facciamo/open-tenders/).



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It is forbidden to have private meetings. Any tenderer seeking to arrange individual meetings with the contracting authority, the partner or the donor may be excluded from the tender procedure.

### **Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted with the same modalities. The outer envelope (and the relevant inner envelope) must be marked 'Amendment' or 'Withdrawal' as appropriate.

### **Costs for preparing tenders and ownership**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer.

The contracting authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

### **Opening session**

The opening session is performed by the evaluation committee indicated below. The tender opening session is a formal, public process. Although it is public, participation in the tender opening session is restricted to representatives of the companies that are tendering for the contract. The committee opens the envelopes and establishes if each tender respects the selection criteria stated previously.

To participate in the opening session, interested parties must send an email to one of the responsible bodies at least 3 (three) days before the date of the session.

The date and place of the opening session of the tenders is 29/05/2025 at 10:00 AM in Mannar Loyola Campus.

*Please note that during the opening session of the offers, the representatives of the companies can only attend as "observers" and cannot under any circumstances intervene, speak, or do anything that could in any way influence the committee. Any interference would lead to the risk of exclusion of their offer.*

### **Evaluation of tenders**

Only the offers that have passed the selection phase (opening session) will be evaluated.



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In case, after submission of tenders, any type of conflict of interest is raised by one of the members of the committee, he/she will be substituted and the tenderers will be informed accordingly via email to the address they have provided in the form.

### **Evaluation of technical offers**

The quality of each technical offer will be reflected in a final score (**maximum: 100 points**) weighted in accordance with the following award criteria:

- Technical requirements compliance
  - Weight: 75 points
- Delivery time
  - Weight: 5 points
- Warranty
  - Weight: 15 points
- Additional services:
  - Weight: 5 points

No other award criteria will be used.

The committee can request further information to the tenderers in written form. The additional information cannot change in any way the total cost of the offer.

### **Evaluation of financial offers**

Upon completion of the technical evaluation, the envelopes containing the financial offers will be opened. Any obvious arithmetical errors are corrected without penalty to the tenderer (in the event of a discrepancy between a unit price and the total amount obtained by multiplying this unit price by the quantity, the unit price indicated will be used. The amounts thus corrected will be binding for the tenderer. If the tenderer does not accept them, his offer will be rejected). Abnormally low amounts will be requested to be justified by the tenderer following PRAG's instructions, if the justification is not provided or considered insufficient the tender will be excluded.

The quality of each financial offer will be reflected in a final score (**maximum: 100 points**) weighted in accordance with the following award criteria:

- Total cost
  - The lowest price will be awarded 100 points, while the other ones will be awarded according to the equation  $X = 100 \cdot (P_0 \div P_1)$  where:
    - $X$  is the score of the offer examined
    - $P_0$  is the lowest price
    - $P_1$  is the price of the offer examined



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### **Choice of selected tenderer**

The best price-quality ratio is established by weighing technical quality against price on a 60/40 basis. This means that the final score of a tender is the sum of the 60% of the score of the technical offer and the 40% of the score of the financial offer.

### **Confidentiality**

The entire evaluation procedure is confidential, subject to the contracting authority's legislation on access to documents. The evaluation committee's decisions are collective and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The copy of the evaluation report can be accessed at the formal written request of the tenderer.

### **Ethics clauses / Corruptive practices**

#### **Absence of conflict of interest**

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

#### **Respect for human rights as well as environmental legislation and core labour standards**

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

<b>Zero tolerance for sexual exploitation, abuse and harassment</b>
The contracting authority applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.
Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.



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### **Anti-corruption and anti-bribery**

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The contracting authority reserves the right to suspend or cancel the contract if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

### **Unusual commercial expenses**

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

### **Breach of obligations, irregularities or fraud**

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

### **Contract(s)**

#### **Notification of award**

Tenderers will be notified of the outcome of this procurement procedure via formal email, to the address they have provided in the form. By submitting a tender, each tenderer agrees to be informed of the results of the procedure via email. This notification shall be deemed to have been received on the date on which the contracting authority sends it.

#### **Signature of the contract(s)**

Within 30 days of receipt of the contract already signed by the contracting authority, the selected tenderer shall sign and date the contract and return it to the contracting authority. Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the contracting authority may award the tender to another tenderer or cancel the tender procedure.

The second tenderer may refuse the award of the contract if, when receiving a notification of award, the 90 days of validity of their tender has expired.



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The other tenderers will, at the same time as the notification of award is submitted, be informed by electronic means that their tenders were not selected.

Signing the contract also implies acceptance of the ethical and anti-corruption clauses contained in this dossier.

### **Binding clause**

After the end of the contract the provider remains committed to the Contracting authority by:

- the warranty clause
- definitive acceptance of the items delivered
  - The signature of the delivery note only certifies the delivery, not the acceptance of the items
  - The contracting authority will carry out a quantitative and qualitative check with the due times and only at that moment will it accept or reject the items received

### **Cancellation of the tender procedure**

The tender can be cancelled at any time, even after the opening of the envelopes, for the following reasons:

- due to force majeure
- changes in the project or in the program with budget changes
- change of donor strategy
- not enough (valid) offers
- irregularities in the tender

In the event of cancellation of the tender procedure, the contracting authority will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers. In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been advised of the possibility of damages. The invitation or publication of the call does not commit the contracting authority to implement the programme or project announced.