## **BIDDING DOCUMENT**

## FOR

# SUPPLY, INSTALLATION & COMMISSIONING OF THERMAL CTP MACHINE

## FOR THE ASSOCIATED NEWSPAPERS OF CEYLON LTD (LAKE HOUSE) IMP/ADV/2023/ 02

THE ASSOCIATED NEWSPAPERS OF CEYLON LTD. (LAKE HOUSE) NO. 35 D.R. WIJEWARDENE MAWATHA COLOMBO 10. SRI LANKA

### SUPPLY, INSTALLATION & COMMISSIONING OF THERMAL CTP MACHINE FOR THE ASSOCIATED NEWSPAPERS OF CEYLON LTD

Section I	-	Instructions to Bidders (ITB) and General Conditions
Section II	-	Technical Specifications
Section III	-	Format for Bid Security Guarantee
Section IV	-	Format for Performance Guarantee
Section V	-	Contract Agreement
Section VI	-	Bidding Data Sheet
Section VII	-	Bid Submission Form
Section VIII	-	Invitation for Bid

## The Associated Newspapers of Ceylon Ltd.

Lake House No. 35, D.R. Wijewardene Mawatha, Colombo 10.

Telephone No: - 011-2429422 / 011-2429451

# <u>SECTION I – Instructions to Bidders (ITB) and General</u> <u>Conditions</u>

# **Contents**

No. 1	Type of Machine
No. 2	Bidding Document
No. 3	Clarification and Amendment of Bidding Documents
No. 4	Period of issuing Bidding Document
No. 5	Document Fee
No. 6	Manufacturer's specifications
No. 7	Deadline for submission of bids
No. 8	Withdrawal, and Modification of Bids
No. 9	Business Address
No 10	Time of opening of bids
No.11	Period of Validity
No.12	Bid Prices
No.12 No.13	Mode of payment
No.13 No.14	Details of documents to be submitted with offer
No.14 No.15	Rights of the Procurement committee
No.15 No.16	-
No.17	Terms of Payment Bid Security Guarantee
No.17 No.18	Notification of Award
No.18 No.19	
No.19 No.20	Pre shipment inspection
No.20 No.21	Shipment Desking
	Packing Installation and Commissioning
No.22	Installation and Commissioning
No 23	Training Manuala & Comparel Information
No.24	Manuals & General Information
No.25	Delays in Delivery
No.26	Performance Guarantee
No.27	Agreement
No.28	Defaults by successful bidders
No.29	Names and addressed of Principals
No.30	Foreign Principals
No.31	Local agents
No.32	Law of the Democratic Socialist Republic of Sri Lanka
No.33	Acquaintance of conditions
No.34	Other information
No.35	Fulfillment of conditions
No.36	Language of Bid
No.37	Eligible Goods and Related Services
No.38	Documents Establishing the Conformity of the Goods and Related Services
No.39	Liquidated Damages
No.40	Force Majeure
No.41	Arbitration

### Instructions to Bidders (ITB) and General Conditions for the Supply Installation and Commissioning of Thermal CTP Machine for The Associated Newspapers of Ceylon Ltd

1. The Chairman, Procurement committee on behalf of The Associated Newspapers of Ceylon Ltd. (ANCL) hereby invited sealed bids from manufacturers or their accredited agents in Sri Lanka for the Supply, Installation and Commissioning of Thermal CTP Machine.

<u>Type of Machine</u> Thermal CTP Machine Required No. of units – 01 (one)

#### 2. Bidding Document

Bids must be duly submitted in duplicate on Bidding document which shall be obtained from Head of Procurement, The Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10, Sri Lanka on payment of non refundable document fee.

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.

### 3. Clarification and Amendment of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing addressing the Head of Procurement, The Associated Newspapers of Ceylon Ltd., Lake House, D. R. Wijewardene Mawatha, and Colombo 10.

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. At any time prior to the deadline for submission of bids, the Purchaser may amend the

Bidding Documents by issuing addendum.

Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

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.

#### 04. Period of Issuing of Bidding Document

Bidding Document will be issued up to 2.00 p.m. 28<sup>th</sup> April 2023 by Head of Procurement, The Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10. Bidding Document will also available at the web site https://www.lakehouse.lk/about/tenders.

#### 05. Document Fee

Bidders in the Island will be issued with Bidding document upon a written request and a payment of a non-refundable fee of Rs. 5,000/- or US 15/- per set. Bank draft of Rs. 5,000/- or US 15/- should be attached with the Bidding Document downloaded from the web.

#### 06. Manufacturer's Specifications

The bidders should provide the manufacturer's specifications and other details of items offered and annex descriptive literature etc. in English.

#### 07. Deadline For Submission of Bids

All bids shall be marked "OFFER FOR THE SUPPLY, INSTALLATION, AND COMMISSIONING OF THERMAL CTP MACHINE" on top left hand corner of the envelope, and sent through the post under registered cover, to reach Head of Procurement, The Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10. Sri Lanka, not later than 2.00 p.m. on **02<sup>nd</sup> May 2023**.

If the supplier/principal or their accredited agents in the Sri Lanka do not choose to sent their bids under registered cover, they or their agents shall deposit sealed bids marked as aforesaid in the Company's Tender Box at the above address not later than 2.00 p.m. on 02<sup>nd</sup> May 2023. Proof of posting would not be accepted as a valid reason for the later receipt of bid later than the stipulated time frame.

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.

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.

The Purchaser shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

#### 08. Withdrawal, and Modification of Bids

A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (except that no copies of the withdrawal notice are required) .The corresponding substitution or modification of the bid must accompany the respective written notice. The respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and received by the Purchaser prior to the deadline prescribed for submission of bids.

#### 09. Business Address

Bidders should state in their bids the exact address to which the orders, notices, and other correspondence, relating to the bids and agreements should be sent. Any change of the address should be notified to Head of Procurement, The Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10, Sri Lanka immediately which will be acknowledged by the Chairman, Procurement committee.

#### 10. Time of Opening of Bids

Bids will be opened immediately after the closing of the bid at the Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10, Sri Lanka. Bidders or their accredited agents will be allowed to be present at the opening of bids.

#### **11. Period of Validity**

Prices offered by all bidders shall hold good for acceptance for a minimum period of 120 days from the date of closing of bid.

A bid valid for a shorter date shall be rejected by the purchaser as non responsive.

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. Bid Security 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.

#### 12. Bid Prices

- (a) The bidders should quote their CIF (Liner Vessel) Colombo price indicating FOB and freight charges and insurance separately. The freight invoiced against the shipping invoice should be the actual freight paid indicated in the Bill of Lading or the Freight Receipt issued by the Shipping Company, however, the freight paid against the shipping documents will be the actual freight paid or quoted whichever is lower.
- (b) All quotations must be in words and figures and changes, erasures alterations of amendments should be authenticated by placing the bidder's full signature. In the event of any discrepancy between words and figures, the amount given in words shall prevail.
- (c) The offers shall be either in the currency of the country of the purchaser, or in US Dollar/Pounds sterling/Japanese Yen/Euro or any internationally accepted currency. 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.

#### 13. Mode of Payment

Payment will be made by the Associated Newspapers of Ceylon Ltd by an irrevocable Letter of Credit. Transfer of Credit will not be allowed and third party Bill of Lading will not be accepted. Out of the total contract price 90% will be paid on submission of following documents and the balance payment of 10% will be made after the completion of the contract and satisfactory test report is issued by respective engineers and after acceptance of the Thermal CTP machine by the purchaser for the operation.

(a) Freight prepaid / freight payable at destination full set of clean on board marine bills of lading.

- (b) Manually signed invoices in triplicate showing cost, freight and insurance separately. (The HS classification and FOB cost of each item should be indicated on the invoices)
- (c) Insurance certificate for 10% of CIF value covering institute cargo clause A.
- (d) Certificate from manufacturers stating that the items shipped were manufactured by them.
- (e) Packing list in duplicate indicating Gross weight, Net weight and dimension of each package.
- (f) Certificate from the supplier that he had couriered the copy documents directly to purchaser within 07 days from the date of Bill of Lading.
- (g) Pre shipment Inspection Certificate

If any supplier wishes to grant any other terms ( ie.credit facility/ loan etc..) could be indicate separately.

#### 14. Details of Documents to be Submitted with Bids

Full details of the offer, including complete specifications inclusive of relevant literature should be submitted separately for the item offered. Where the necessary literature and manufacturer's specifications are not sent, the Procurement Committee reserves the right to consider same as an incomplete offer and reject it. In addition to completing the Bidding Document, the following should be furnished in respect of each offer.

- a) List of Printing Organizations, where the machine manufactured and sold by the bidder are used and their contact details
- b) List of installations (Local or foreign) of the quoted model
- c) Manufacturer's Authorization
- d) Packing particulars
- e) All the information in respect of specifications contained in schedules filled and signed by bidder.
- f) All bidders are requested to perfect and return their bidding documents in duplicate completely intact. They should make special note to furnish all details called for in all schedules.
- g) Recommended working environment (Room temperature)
- h) Recommended power requirement.
- i) After sales service and list of names and designations of the technical staff
- j) Certificate of available of spare parts for next 8 years should be available from original equipment manufacturer
- k) After sales maintenance contract for 5 years after the warranty period should available (Labor only). Rates of the above should indicate separately for each year in LKR. Please note services will require in 24x7 basis including public holidays.
- 1) List of major replacement components, mandatory spare parts and services with cost required during initial operating years

#### 15. Rights of The Procurement Committee

- (a) The Procurement Committee does not bind itself to accept the lowest or any bid or any part of a bid.
- (b) The Associated Newspapers of Ceylon Ltd. is not responsible to pay for expenses or losses which may be incurred by any bidder in the preparation and submission of his bid.

(c) Defaulting contractors

Bidders will not be entertained from firms or persons who have been placed on the list of defaulting contractors of the Government of the Democratic Socialist Republic of Sri Lanka

(d) 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

#### 16. Terms of payment

- (a) Conditions of sales (if any) and terms of payment should be clearly stated in the bidding document.
- (b) Documents under the Letter of Credit should be negotiated by the supplier within 21 days of the date of Bill of Lading.

#### **17. Bid Security Guarantee**

All bids should be accompanied by a Bid Bond to the value equivalent to Sri Lanka Rupees 550,000. or USD 1,500/-. This Bid Bond may be offered in one of the following alternative forms.

- (a) An acceptable Bank Guarantee confirmed by a Licensed Commercial Bank / Insurance company operating in Sri Lanka payable to the Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10, Sri Lanka.(Original)
- (b) A cash deposit/Bank Draft to the Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10, Sri Lanka.

The validity of any of the above Guarantee will be at least 120 days from the date of opening of bids. If no Bid Bond is submitted the offer will not be considered. Bid Bond is to be drawn in favor of The Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10, Sri Lanka.

This bond will be refunded to bidder after the procurement is finalized. This sum will be forfeited

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form
- (b) if the successful bidder fails to enter in to an agreement within the period of two weeks after notification of the acceptance of the bidder is given in writing , telephone/fax.or e-mail.

#### **18. Notification Award**

- (a) 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.
- (b) Until formal contract is prepared and executed, the notification of award shall constitute a binding contract.

(c) Upon the successful Bidder's furnishing of the signed Contract Form and performance security , the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security.

#### **19. Pre Shipment Inspection**

The supplier should be able to issue a valid pre shipment inspection certificate from either M/s. General Superintendence Company (Societe General De Surveillance) or any other reputed Surveyor (who is a member of the International Federation of Inspection Agency) acceptable to the Chairman, Procurement Committee, The Associated Newspapers of Ceylon Ltd., 35, D.R. Wijewardena Mawatha, Colombo 10 certifying that the consignment conforms to the specification packing quantity, brand etc. to the specification provided by the purchaser. Charges for the inspection report will have to borne by the seller.

#### 20. Shipment

The successful bidder shall ship the contracted machine on or before 120 days after confirm of the order.

- (a) Immediately the consignments are shipped, the supplier shall forward to the Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10, Sri Lanka, fax or Email stating the name of the vessel and the quantity shipped and also send by air mail within 7 days from the date of Bill of Lading, four copies of each of the documents referred to be in paragraph 13 above.
- (b) On arrival of the shipment in port of Colombo, the Associated Newspapers of Ceylon Ltd. will undertake the clearance of Cargo paying all taxes, and other charges involved in such clearance; meet all expenses with regard to the handling of the cargo and local transportation. It is the obligation of the Associated Newspapers of Ceylon Ltd. to take charge of the Cargo. Once the shipment is arrived in Sri Lanka, the supplier is not bound by any obligation to such clearance and transportation unless there is a breach of contract by the part of supplier in terms of Sec. 28.

#### 21. Packing

The machine should be suitably packed in strong sea-worthy, export packing, and should be shipped in FCL/ FCL Basis.

#### 22. Installation and Commissioning

The successful bidder is required to undertake the Supply, Installation and Commissioning of the machine at the Associated Newspapers of Ceylon Ltd. Installation has to be commenced in the Associated Newspapers of Ceylon Ltd. within a Period of 10 days of the clearance of machine from the Port. The necessary electricity appliances such as main switches, circuit breakers, necessary cables and Labor will be provided by the Associated Newspapers of Ceylon Ltd. in the shifting and handling the machines & installation.

### 23. Training

Supplier should provide a comprehensive training on operation, repair and maintenance to ANCL Staff.

- a. **Operator Training**: A comprehensive and detailed training to impart knowledge for trainees on operation.
- b. **Technical Training**: A comprehensive and detailed training covering all technical areas on electrical, electronic mechanical and pneumatic aspects of repair and maintenance for two engineers (Electronic & Mechanical)

#### 24. Manuals & General Information

Supplier should provide operating and maintenance manuals, and control functions, spare and operating instructions, Spare Parts catalogue, electronic schematic drawings, printed samples, foundation layout, all manuals related to each component and aspects (electrical, electronics, mechanicals etc..) of the full system and other necessary details in English language.

#### 25. Delays in Delivery

Where a successful bidder does not dispatch the machine in due time to arrive in Colombo, in accordance with the stipulated date of delivery, such successful bidder shall if so required by the company, be bound to supply such machine of the (as may be required to carry on production uninterrupted by) at his own expense by dispatching them by air freight, passenger vessel of other fast moving vessel or by making any other suitable arrangements in order that the machine will reach Colombo as prescribed in bidding document, to enable the company to carry on its production programme uninterruptedly. Should the supplier fail to arrange for supplier in the manner aforesaid, the company will have the right to make other alternative arrangements and to claim from the supplier any additional expense, losses or damaged incurred thereby by the company.

#### 26. Performance Guarantee

The successful bidder is required to furnish a Performance Bond supported by guarantee from a Licensed Commercial Bank operating in Sri Lanka up to minimum of 5% value (CIF) of the supply. Validity of the Performance Bond should be covered the full period of contract from the date of opening of Letter of Credit up to the nine months period of commissioning the machines so supplied and installed . In the case of delay for default, The Associated Newspapers of Ceylon Ltd shall have the option of terminating the contract and recover losses/cost from the performance bond without prejudice any other claims that may be lodged in this regards.

#### 27. Agreement

The successful bidder must enter into an Agreement with the Company, within 02 weeks of the written intimation of award of the bid. The contract should not be transferred, assigned or sublet without the written consent of the Associated Newspapers of Ceylon Ltd. to another party.

#### 28. Defaults by Successful Bidders

- (a) If for any reason in the opinion of the Procurement Committee successful bidder becomes incapable or unable to supply the machine offered in his bid, the company shall have the right to obtain such machine from other sources and the defaulter is liable to pay to the company all losses, damages, and expenses incurred by the company in consequence of such default or breach.
- (b) If a successful bidder default in the supply or otherwise commits a breach of the contract or any part thereof, he shall be liable to pay to the company all losses, damages, and expenses incurred by the company in consequence of such default or breach.

#### 29. Names and Addresses of Principals

In case of bids forwarded by the Local Agents, their principal's name and address and also the fax/email address shall be given. The Procurement Committee reserves the right to reject bids which do not furnish this information.

#### **30.** Foreign Principals

Direct offers made by Foreign Principals should indicate the name and address of the Local Agent, if any, and be accompanied by duly executed Power of Attorney Authorizing such Local Agents to act on behalf of the Foreign Principal.

#### 31. Local Agents

(a)No bids received from accredited agents on behalf of manufacturing principals will be considered unless the principal's agent holds a Power of Attorney from the manufacturing Principals empowering him or them to bid on their behalf of the manufacturing principals to fulfill all the terms and conditions of the said supply. A copy of the Power of Attorney must be attached to the bid.

(b) Local agents should declare:-

(i) in respect of private companies the name of the current directors and share holders

and

(ii) in respect of public companies the name of current directors

(c) The principals should disclose the name and addresses of their local and foreign agents, If any, and state commission payable locally in Sri Lanka Rupees.

(d) The local agents should comply with the provisions of the Public Contracts Act No. 3 of 1987.

#### 32. Law of the Democratic Socialist Republic of Sri Lanka

The bid and any contract resulting there form shall be governed by and constituted according to the law of the Democratic Socialist Republic of Sri Lanka.

#### **33.** Acquaintance of Conditions

Bidders must fully acquaint themselves with the conditions of the bid. No plea of insufficient information will be entertained at anytime.

#### 34. Other Information

Any other information required by the bidders can be ascertained upon application to Head of Procurement, The Associated Newspapers of Ceylon Ltd., Lake House, D. R. Wijewardene Mawatha, Colombo 10, Sri Lanka.

#### **35. Fulfillment of Conditions**

All schedules shall be completed in full and duly signed in the appropriate place provided.

#### 36. Language of Bid

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

#### **37. Eligible Goods and Related Services**

All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

#### 38. Documents Establishing the Conformity of the Goods and Related Services

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 this bidding document. 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 II, 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.

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.

#### **39. Liquidated Damages**

Should the successful bidder anticipate at any time during the Contract period that he will be unable to fulfill the Terms and Conditions of the Contract within the time specified, he shall forthwith give Notice in writing to Chairman ,Procurement committee , The Associated Newspapers of Ceylon Ltd. explaining the cause for the delay. Notwithstanding any such Notice or failure to fulfill the Terms of his Contract within the time specified, the successful bidder (without prejudice to any other liabilities incurred by him under the Contract) be liable to pay the Associated Newspapers of Ceylon Ltd., Lake House in Colombo on demand as and by way of Liquidated damages and not as a penalty a sum equivalent to 2% of the Contract Value for each week for which the delivery is delayed.

#### 40. Force Majeure

i) In the event that the Supplier or the Purchaser has delayed in performing any of their respective obligations under the Contract and such delay is caused by Force Majeure, including but no limited to war, civil insurrection, fire, floods, epidemic, earthquakes, quarantine, restrictions and freight embargoes, such delay may be excused and the period of such delay may be added to the time of performance of the obligations delayed.

ii) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions 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 reasonably practicable, and shall seek all reasonable alternative means for Performance not prevented by for Force Majeure event.

#### 41. Arbitration

- i. Any dispute, difference, controversy or claim arising out of or relating to the contract from the said bid and the Award or any breach, termination arising invalidity or interpretation thereof if cannot be settled amicably, shall be settled by Arbitration in Sri Lanka in accordance with the Arbitration Act No. 11 of 1995.
- ii. The place of Arbitration shall be Colombo, Sri Lanka.
- iii. The Language to be used in the Arbitral proceedings shall be ENGLISH.

Chairman
Procurement Committee
The Associated Newspapers of Ceylon Ltd.,
Lake House,
35, D.R. Wijewardene Mawatha,
Colombo 10,
Sri Lanka.

.....

Issuing Officer For Head of Procurement

I/We hereby agree to abide by the above conditions		
Date	Signature and Seal of Bidder	
Name and Address of Bidder	r:-	
Date:		
Telephone No:-		
Tele/fax Number:-		
Email Address:-		

### **<u>SECTION II –</u> TECHNICAL SPECIFICATION**

Specifications and supplier guidelines for a Thermal CTP machine.

<b>Technical Specificat</b>	ion.	
Type of the machine		External Drum, Thermal plate compatible computer to plate
		and computer to press machine
Imaging System	-	External Drum technology
Light source	-	Laser Diode (Warranty period should be clearly specified,
		Separate warranty is required)
Maximum Plate size	-	770 mm X 1030 mm or more (customizable)
Minimum Plate size	-	370 mm x 451 mm or small (customizable)
Plate Type	-	Thermal Aluminum Plate and Thermal Aluminum Process Less
		Plate, Should be quoted for a compatible plate type together with the machine
Plate Thickness	-	0.15mm to 0.30mm
Resolution	-	Support minimum 1200dpi to maximum 4000dpi and
		Customizable (Should be able to select in between 1200 dpi to 4000 dpi), should supports hybrid dot pattern
		Should support the 4000dpi with optical resolution
Productivity	-	50 or more plates/hour of 889 mm X 586 mm sizes at 2400dpi
Power Compatibility	-	Should be compatible with 220-240V AC 50/60Hz or 415V AC
		50/60Hz, 3 phases
<b>RIP</b> Software	-	RIP Software Pdf to 1-bit-Tiff file based prepress workflow
		(Converted to 1 bit tiff files format and should support any client software for workflow PC)
RIP Software license	-	2 nos of software licenses, should offer a service level
		agreement on handling the mandatory system upgrades in the years to come
Server computer	-	Suppler should provide the servers or specification required
Environment	-	Operating Temperature Range 15-40 deg
Interface	-	Gigabit Ethernet and support USB2.0 / USB3.
Plate grip	-	6.0 mm or small
Plate Loading	-	Auto & Manual feed, (Auto feed should support with the feeding stacker),
		Should support interleave removing and maximum number of
		trays (minimum 3is preferred)
Plate output	-	Auto feed online processor (Single cassette, 100 plates auto
		feeding)
Warranty	-	Minimum of 12 months comprehensive warranty should
		be available from the date of commissioning.

#### Specifications - Compatible plate processor for the above CTP

2.	Plate Processor Plate width	- -	Should be compatible offline processor above CTP. 850 mm
3.	Facility	-	Should be available for developing, washing, drying, gumming.
4.	Tank Capacity	-	Tank size should be between 20L to 40L.
5.	Brush Technology	-	Double brush should be available.
6.	Control Panel	-	Touch system control panel should be available with the
			facility of programmable channels for the required parameters.
7.	Power	-	220–240 V AC single phase or 400–415 V AC 3 phase with 50/60Hz
8.	Warranty	-	Minimum of 12 months comprehensive warranty should
			be available from the date of commissioning.

#### Terms and Conditions

- 1. Manufacture of the quoted brand should have at least 8 years of experience in the manufacturing process.
- 2. Local agent of the quoted brand should have at least 8 years of experience of after sales service and preventive maintenance of the quoted brand in Sri Lanka.
- 3. Local agent must have technical staff and workshop facilities to carry out necessary repairs and services of the supplied unit.
- 4. List of names and designations of the technical staff should be available with the bidding document.
- 5. Spare parts for the next 8 years should be available from the manufacturer to carry out the necessary services and repairs. (Certificate of available of spare parts for next 8 years should be available from original equipment manufacturer).
- 6. After sales maintenance contract for 5 years after the warranty period should available (Labor only). Rates of the above should indicate separately for each year in LKR. Please note services will require in 24x7 basis including public holidays.
- 7. List of installations (Local or foreign) of the quoted model should be available with the bidding documents.
- 8. Tenderer must have 24 hour technical physically online support service and workshop facilities to carry out necessary repairs and services supplied brand's
- 9. Must provide the full/all access rights (including the usernames, passwords, keys,etc..) to the software and hardware systems/components delivered with the CTP machine.
- 10. Plate calibration –Comprehensive knowledge transfer should be provided along with the required logins credentials

#### Training

Supplier should provide CTP operation & maintenance training to Associated Newspapers of Ceylon Ltd (ANCL) staff. The successful bidder is required to undertake the supply, installation & commissioning of the exposure unit at the ANCL.

In Addition, the bidder is also required to undertake in-house training of four technical personnel of the company at the successful bidder's factory premises at country of origin not less than two weeks per trainee. Costs of training to be included under the installation cost while the cost of air-tickets and daily stipend for the trainees of the ANCL need to borne by the supplier. Two on maintenance and two on operation sides.

### Manuals & General Information

Operating and maintenance manuals, control functions of the exposure unit and operating instructions should also be in English.

Should provide all the manuals related to each component and aspects (electrical, electronics, mechanical, etc..) of the full system.

Printed samples, foundation layout drawing giving total weight, height, length, spare parts catalogue and preferably electronic schematic drawings and other necessary details should be provided.

Free spare parts and accessories provided along with the solution.

### The following information should also be provided with proposals

- 1. List of installations and their contact details (two technical engineer Contact number for 24hour online support)
- 2. Recommended working environment (Room temperature)
- 3. Recommended power requirement.
- 4. space requirement for the installations of the offered model

## **SECTION III - FORMAT FOR BID SECURITY**

## **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 official-----

**Beneficiary:** ------ (Insert by PE) name and address of Employer/Purchaser)

**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 execution/supply (selected appropriate) of (insert name of Contact) 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.

- (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") of the IFB") of the IFB' or
- (c) Having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required , or Iii) fails or refuses to furnish the Performance security, in accordance with the IFB.

This Guarantee shall expire: (a) if 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 of authorized representative (s))

## **SECTION IV - FORMAT FOR PERFORMANCE GUARANTEE**

	[Issuing agency's Name, and address of Issuing Branch of
Office]	
<b>Beneficiary:</b> -	(Name and Address of Employer)
·	
Date:	

PERFORMANCE GUARANTEE No. -----

We have been informed that	[name of Contractor/Supplier]
(Hereinafter called "the contractor") has entered	into Contract No
(reference number of the c	ontract) dated with
you, for the [insert	"construction"/supply" ] of
[ name of contract and	d brief description of Works ] (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 Contractor, we	[name of Agency]
hereby irrevocably undertake to pay you any sums not exceeding in total an amou	int of
(amount in figures) (	
) (amount in words), such sum being payable, upon	receipt by us of
your first demand in writing accompanied by a written statement stating that the G	Contractor is in
breach of its obligation (s) under the Contract, without your needing to prove or t	o show grounds
for your demand or the sum specified therein.	

This guarantee shall expire, no later than the ------ day of ------ 20 [insert date, 09 months beyond the scheduled contract completion date ] and any demand for payment under it must be received by us at this office on or before that date.

Signature

-----

## **SECTION V - CONTRACT AGREEMENT**

#### THIS CONTRACT AGREEMENT is made

The [insert: number ] day of [insert: month], [insert: year]

### BETWEEN

- (Insert complete name of Purchaser), a (insert description of type of legal entry, 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 constructed 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 documents)
- 3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall Prevail in the order listed above.
- 4. In consideration of the payments to be made by the purchaser to the Supplier As hereinafter mentioned. The supplier hereby covenants with the purchaser to provide

the Goods and Services and to remedy defects therein 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 law 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)

## **SECTION VI - BIDDING DATA SHEET**

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

Item No	ITB Clause Reference	A. General		
01	ITB 1	The Purchasers is: The Associated Newspapers of Ceylon Ltd.		
02	ITB 1	<ul> <li>(a) The name and identification number of the Contract is: Supply, Installation and Commissioning of Thermal CTP Machine</li> <li>(b) The number, identification and names of the lots comprising this procurement are same as above.</li> </ul>		
03		The source of funding is : The Associated Newspapers of Ceylon Ltd.		
04	ITB 30	Foreign bidders are allowed to participate in bidding.		
05	ITB 3	B. Contents of Bidding Documents For <u>Clarification of bid purposes</u> only, the Purchaser's address is:Attention: Head of Procurement Address: The Associated Newspapers of Ceylon Ltd. 35, D. R. Wijewardena Mawatha, Colombo 10, Sri Lanka. Telephone: + 94 112429422 Facsimile number: + 94 112429455 A Pre-Bid Meeting will be held at The Associated Newspapers of Ceylon Ltd. on 03 <sup>rd</sup> April 2023 at 11.00a.m		

		C. Preparation of Bids
06	ITB 14	<ul> <li>The bidder shall submit the following additional documents</li> <li>(a) List of Printing Organizations, where the machine manufactured and sold by the bidder are used and their contact details</li> <li>(b) List of installations (Local or foreign) of the quoted model</li> <li>(c) Manufacturer's Authorization</li> <li>(d) Packing particulars</li> <li>(e) All the information in respect of specifications contained in schedules filled and signed by bidder.</li> <li>(f) Recommended working environment (Room temperature)</li> <li>(g) Recommended power requirement.</li> <li>(h) after sales service and List of names and designations of the technical staff</li> <li>(i) Certificate of available of spare parts for next 8 years should be available from original equipment manufacturer</li> <li>(j) After sales maintenance contract for 5 years after the warranty period should available (Labor only). Rates of the above should indicate separately for each year in LKR. Please note services will require in 24x7 basis including public holidays.</li> <li>(k) List of major replacement components, mandatory spare parts and services with cost required during initial operating years.</li> </ul>
07	ITB 12	The bidder shall quote the local expenditure in Sri Lankan Rupees and the foreign expenditure in foreign currencies of either US Dollars, Euro, Japanese Yen , sterling pounds or any internationally accepted currency
08		Period of time the Goods are expected to be functioning (for the purpose of spare parts): 8 years
09		After sales service is required. Prefers to deal with manufacturer/ producer for efficient project implementation .If the Bidder is or will be represented by an Agent in Sri Lanka, comprehensive documentary evidence required for agent's technical competency & past experience of maintaining similar equipments, list of employed qualified technicians, spares availability.
10	ITB 11	The bid shall be valid until 120 days from closing date of the tender
11	ITB 17	Bid shall include a Bid Security

12	ITB 17	The amount of the Bid Security shall be <b>LKR.550,000</b> / <b>USD 1,500</b> The validity period of the bid security shall be 120 days from the closing date of the bid.
		D. Submission and Opening of Bids
13	ITB 07	The inner and outer envelopes shall bear the following identification marks "OFFER FOR THE SUPPLY, INSTALLATION, AND COMMISSIONING OF THERMAL CTP MACHINE"
14	ITB 07	For bid submission purposes, the Purchaser's address is:The ChairmanProcurement CommitteeThe Associated Newspapers of Ceylon LimitedNo. 35 D.R. Wijewardana MawathaColombo 10,Sri LankaAttention: Head of ProcurementAddress: The Associated Newspapers of Ceylon LimitedNo. 35 D.R. Wijewardana MawathaColombo 10,Sri LankaAddress: The Associated Newspapers of Ceylon LimitedNo. 35 D.R. Wijewardana MawathaColombo 10,Sri LankaTelephone: + 94112429422The deadline for the submission of bids is:Date: 02/05/2023Time: 02.00pm
15	ITB 07	Bid opening Shall take place The Associated Newspapers of Ceylon Limited No. 35 D.R. Wijewardana Mawatha Colombo 10 Sri Lanka. Date : 02/05/2023 Time : 2.00 pm
16		<ul> <li>The Following factors and methodology will be used for evaluation:</li> <li>Price of responsive bid</li> <li>Compliance with required specifications and terms</li> <li>Acceptable delivery period</li> <li>Warranty and after sale service</li> <li>Appliance with Terms and condition of this bidding documents</li> </ul>

### SECTION VII- BID SUBMISSION FORM

The Chairman Procurement Committee The Associated Newspapers of Ceylon Limited No. 35 D.R. Wijewardana Mawatha Colombo 10.

### Supply, Installation and Commissioning of Thermal CTP Machine

Subject to the terms and conditions given in the Bidding Documents in respect of above Procurement. We/I hereby offer and quote for our best quality Thermal CTP Machine at our best price.

(1)	Name & Address of Supplier/	
	Principal or Manufacturer	
		•••••
	<ul> <li>a. Telephone Nos.</li> <li>b. Fax Nos.</li> <li>c. Email address</li> <li>d. Contact person &amp; Mobile No. (If any)</li> </ul>	
(2)	Name & Address of	
	Accredited Local Agent	
	<ul> <li>a) Telephone Nos.</li> <li>b) Fax Nos.</li> <li>c) Email address</li> <li>d) Contact person &amp; Mobile No. (If any)</li> </ul>	
(3)	Quoted Currency	
(4)	Terms of Payment	

(5)	Brand Name Model No	
-----	------------------------	--

(5.1)	Price Schedule - Imported and Supply Thermal CTP Machine – without offline Processor					
	Total FOB	Total Freight	Insurance	Total CIF	Local Agents Commission	Total CIF + Agent's Commission
In figures						
In words						

Note,

State whether Local agents Commission is on FOB or CIF and whether included in the price quoted or not. If no specific mention is made, it will be presumed that the Local Commission is included in the quoted price.

(5.2)	Price Schedule - Offered within Sri Lanka(in Sri Lankan Rupees)				
	Thermal CTP Machine - without offline Processor				
	Price excluding	Transportation,	Total excluding	VAT	Total Including
	VAT	Insurance and	VAT		VAT
		other			
In figures					
III liguies					
In words					

## 6. Offline Processor

Brand Name

Model No

(6.1)	Price Schedule - Imported and Supply offline Processor					
	Total FOB	Total Freight	Insurance	Total CIF	Local Agents Commission	Total CIF + Agent's Commission
In figures						
In words						

(6.2)	Price Schedule - Offered within Sri Lanka(in Sri Lankan Rupees) Offline Processor				
	Price excluding VAT	Transportation, Insurance and other	Total excluding VAT	VAT	Total Including VAT
In figures					
In words					

(7)	Any other charges	
(8)	Charges for Training & Commissioning	
(9)	Country of origin (Certificate of origin to be issued)	
(10)	Period of delivery (Should be as per arranged)	
(11)	Bid Bond No. Name of issuing Bank/ Insurance Institute (Bid bond validity –120 days from opening date)	
(12)	Any other facilities	
(13)	Details of contract person (Period/clauses/ Amount /value etc.)	

We/I hereby certify that the bidding documents I/we purchased from ANCL on payment of Rs. 5,000/= / USD 15 non refundable fee. A photocopy of receipt No. issued on same is attached herewith.

We/I undersigned do hereby undertake to supply the goods described herein, in accordance with the terms and conditions and execute the orders to the entire satisfaction of The Associated Newspapers of Ceylon Ltd., if our/my offer is accepted.

Date: .....

Company Seal.....

Signature;.....

\*\*\* If the provided spaces are insufficient you may use annexure.

\*\*\* If bidder expects to quote for more than one model for each option, use separate sheet in same format for each model.

#### The Associated Newspapers of Ceylon Limited

#### PROCUREMENT NOTICE SUPPLY, INSTALLATION AND COMMISSIONING OF THERMAL CTP MACHINE

The Associated Newspapers of Ceylon Limited hereby invites sealed bids from Manufacturers and Principals or their accredited Agents in Sri Lanka up to 2.00 p.m. on 02<sup>nd</sup> May 2023 for the supply, installation and commissioning of Thermal CTP machine.

Type of Machine Thermal CTP Quantity Required 01 (One)

Bids are to be made in duplicate on the Bidding Document which could be obtained from Head of Procurement, The Associated Newspapers of Ceylon Ltd., 35, D.R. Wijewardene Mawatha, Colombo 10. on payment of a non-refundable fee of Rs. 5000.00 or USD 15.00. Same documents could be downloaded from https:// www.lakehouse.lk/about/tenders web sites, in such cases, a non-refundable bank draft in favour of The Associated Newspapers of Ceylon Limited for the value of Rs 5,000 or US\$ 15, be submitted along with the Bid Documents. Bids submitted on any form other than the stipulated form will be rejected. Bidding documents, specifications and conditions applicable to the bid will be issued during office hours until 2.00 pm on 28<sup>th</sup> April 2023.

Bids enclosed in sealed envelopes should be forwarded under registered cover marked "Offer for the Supply, Installation and Commissioning of Thermal CTP machine" to reach Head of Procurement, The Associated Newspapers of Ceylon Ltd., 35, D. R. Wijewardene Mawatha, Colombo 10, Sri Lanka not later than 2.00 p.m. on 02.05.2023. If the supplier / principal or their accredited agents in Sri Lanka do not choose to send their bids under registered cover, they or their agents shall deposit sealed bids marked as aforesaid in the Tender Box, at the office of Head of Procurement, at the above address not later than 2.00 p.m. on 02.05.2023.

Bids will be opened immediately after closing at the above address on 02.05.2023 and the bidders or their duly authorized representatives may be present at the opening of the bids.

All bids should be accompanied by a Bid Bond to the value equivalent to Sri Lanka Rs. 550,000.00 or USD 1,500/-. Those who are Agents or authorized distributors are required to submit the letter of accreditation or the Power of Attorney issued by the principals authorizing them to participate in this procurement on behalf of the manufacturer.

The Procurement Committee, The Associated Newspapers of Ceylon Limited reserves the right to accept or reject any or all of the bid or part thereof.

A Pre-Bid Meeting will be held at The Associated Newspapers of Ceylon Ltd. on 03<sup>rd</sup> April 2023.

Head of Procurement THE ASSOCIATED NEWSPAPERS OF CEYLON LTD. No. 35, Lake House, D.R. Wijewardene Mawatha, Colombo – 10. For Further Details : Head of Procurement - +94 112429422 /- +94 112429451

