



The Associated Newspapers of Ceylon Limited

PROCUREMENT NOTICE
Tender No: IMP/ 2013/ CE/ 01

**SUPPLY, INSTALLATION AND COMMISSIONING OF
A PERFECT BOOK BINDING MACHINE**

The Associated Newspapers of Ceylon Limited will receive tenders from Manufacturers and Principals or their accredited Agents in Sri Lanka up to 2.00 p.m. on 27th May 2013 for the supply, installation and commissioning of a Perfect Book Binding Machine.

Type of Machine

Perfect Book Binding Machine

Quantity Required

01 (One)

Tenders are to be made in duplicates on the forms obtainable from Head of Division Supply Chain Management, The Associated Newspapers of Ceylon Ltd., 35, D.R. Wijewardene Mawatha, Colombo 10. on payment of a non-refundable tender fee of Rs. 5,000.00 or US \$ 50.00 or can be downloaded from www.dailynews.lk and www.sundayobserver.lk web sites. Tenders submitted on any form other than the stipulated form will be rejected. Tender documents, specifications and conditions applicable to the tender will be issued during the office hours until **3.00 pm on 23rd May 2013**.

Tenders enclosed in sealed envelopes should be forwarded under registered cover marked "**Tender for the Supply, Installation and Commissioning of a Perfect Book Binding Machine**" to reach **The Chairman, The Associated Newspapers of Ceylon Ltd., 35, D. R. Wijewardene Mawatha, Colombo 10, Sri Lanka not later than 2.00p.m. on 27th May 2013**. If the supplier / principal or their accredited agents in the Democratic Socialist Republic of Sri Lanka do not choose to send their tenders under registered cover, they or their agents shall deposit sealed tenders marked as aforesaid in the **Tender Box, at the Chairman's Office, The Associated Newspapers of Ceylon Ltd., 35, D. R. Wijewardene Mawatha, Colombo 10, Sri Lanka, not later than 2.00 p.m. on 27th May 2013**.

Tenders will be opened immediately after closure of the Tender at the above address on **27th May 2013** and the tenderers or their duly authorised representatives may be present at the opening of the tenders.

All Tenders should be accompanied by a Bid Bond to the value equivalent to Sri Lanka Rs. 250,000.00. Those who are Agents or authorised distributors are required to submit the letter of accreditation or the Power of Attorney issued by the principals authorising them to participate in this tender on behalf of the manufacturer.

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

Further details, if any, may be obtained from Head of Division Supply Chain Management, The Associated Newspapers of Ceylon Ltd., 35, D.R. Wijewardene Mawatha, Colombo 10, during normal working hours.

This Procurement Notice is available on www.dailynews.lk & www.sundayobserver.lk

Head of Division Supply Chain Management

The Associated Newspapers of Ceylon Limited,
No. 35, Lake House, D.R. Wijewardana Mawatha,
Colombo 10, Sri Lanka.

TP – +94 011 2429422

TENDER FOR
SUPPLY, INSTALLATION & COMMISSIONING OF
A PERFECT BOOK BINDING MACHINE
FOR THE COMMERCIAL PRINTING DEPARTMENT - ANCL

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

TENDER FOR
SUPPLY , INSTALLATION & COMMISSIONING OF
A PERFECT BOOK BINDING MACHINE
FOR THE COMMERCIAL PRINTING DEPARTMENT- ANCL

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THE ASSOCIATED NEWSPAPERS OF CEYLON LTD.
LAKE HOUSE
NO. 35, D.R. WIJewardena MAWATHA,
COLOMBO 10.

TELEPHONE NO: - 011-2429422

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The Associated Newspapers of Ceylon Ltd.

General Conditions of Tender for the Supply Installation and Commissioning of A Perfect Book Binding Machine for Commercial Printing Department- ANCL

- 01.** Tenders are hereby invited by the Chairman of the Tender Board from manufacturers or their accredited agents in Sri Lanka for the supply of a Perfect Book Binding Machine

Type of Machine

Perfect Book Binding Machine

Required No. of units – 01 (one)

02. FORM OF TENDER

Tenders must be duly submitted in duplicate on offer forms which may be obtained from Head of Division Supply Chain Management, The Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10, Sri Lanka.

03. PERIOD OF ISSUE OF TENDER FORMS

Tender forms will be issued up to 3.00 pm. on 23rd May 2013 by Head of Division Supply Chain Management, The Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10. Tender forms will also available at the web site www.dailynews.lk and www.sundayobserver.lk . Prior to closing up the tender, prospective suppliers downloaded the tender documents from the web should inform by email to chathurika.act@lakehouse.lk (Head of Division Supply Chain Management) that they intended to forward a tender.

04. TENDER FEE

Tenderers in the Island will be issued with tender forms upon a written request and a payment of a non-refundable tender fee of Rs. 5,000/- or US\$ 50/- per set. Bank draft of Rs. 5,000/- or US \$ 50/- should be attached with the tender forms downloaded from the web.

05. MANUFACTURER'S SPECIFICATIONS

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

06. CLOSING DATE OF TENDER

All tenders shall be marked "TENDER FOR THE SUPPLY , INSTALLATION, AND COMMISSIONING OF A PERFECT BOOK BINDING MACHINE" on top left hand corner of the envelope, and sent through the post under registered cover, so as to reach The Chairman, The Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10. Sri Lanka. Democratic Socialist Republic of Sri Lanka not later than 2.00 p.m. 27th May 2013. If the supplier/principal or their accredited agents in the Democratic Socialist Republic of Sri Lanka do not choose to sent their tenders under registered cover, they or their agents shall deposit sealed tenders marked as aforesaid in the Company's Tender Box at the above address not later than 2.00 p.m. on . 27th May 2013. Proof of posting would not be accepted as a valid reason for the later receipt of tender later than the stipulated time frame.

07. BUSINESS ADDRESS

Tenderers should state in their tenders the exact address to which the orders, notices, and other correspondence, relating to the tenders and agreements should be sent. Any change of the address should be notified to Head of Division Supply Chain Management, 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, Tender Board.

08. TIME OF OPENING OF TENDERS

Tenders will be opened immediately after the closing of the tenders at the Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10, Sri Lanka. Tenderers or their accredited agents will be allowed to be present at the opening of tenders. Any tenderers, if he/she so wishes, with or by the permission of the Chairman, Tender Board may scrutinize the duplicate of any tender that has been submitted so as to verify the tendered price in respect of the material tendered for.

09. PERIOD OF VALIDITY

Prices offered by all tenderers shall hold good for acceptance for a minimum period of 90 days from the date of closing of tender.

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.

10. OFFERS

- (a) The tenderers 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 tenderer'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 tenderer, 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.

11. 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 officers and after acceptance of the Perfect Book Binding 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% above 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.
- (h) Certificate of Origin.

12. DETAILS OF DOCUMENTS TO BE SUBMITTED WITH OFFER

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

- (a) List of Printing Organizations, where the machine manufactured and sold by the tenderer are used and after sales services .
- (b) Packing particulars
- (c) All the information in respect of specifications contained in schedules filled and signed by tenderer.
- (d) All tenders are requested to perfect and return their tender documents in duplicate completely intact. They should make special note to furnish all details called for in all schedules.

13. RIGHTS OF THE TENDER BOARD

- (a) The Tender Board does not bind itself to accept the lowest or any tender or any part of a Tender.
- (b) The Associated Newspapers of Ceylon Ltd. is not responsible to pay for expenses or losses which may be incurred by any tenderer in the preparation of his tender or otherwise howsoever.

(c) Defaulting contractors

Tenders 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

14. TERMS

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

15. BID SECURITY GUARANTEE

All Tenders should be accompanied by a Bid Bond to the value equivalent to Sri Lanka Rupees 250,000.00. This Bid Bond may be offered in one of the following alternative forms.

- (a) An acceptable Bank Guarantee confirmed by a Licensed Commercial Bank operating in Sri Lanka payable to the Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10, Sri Lanka.
- (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 6 months from the date of opening of tenders. 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 amount will be refunded to tenderer after the tender is finalized. This sum will be forfeited if the successful tender fails to enter in to an agreement within the period of two weeks after notification of the acceptance of the tender is given in writing or telephone/fax/email.

16. 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.

17. 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, Tender Board, 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.

18. SHIPMENT

The successful tenderer shall ship the contracted machine to reach the Colombo Sea Port on or before 90 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 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 11 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. 23 (b) of the general conditions of the tender.

19. PACKING

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

20. INSTALLATION AND COMMISSIONING

The successful Tenderer 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.

21. Warranty

Supplier should provide comprehensive on site warranty after installation and commissioning. The Period of warranty should not be less than one (01) year.

22. TRAINING

Supplier should provide a comprehensive on site 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)

23. DELAYS IN DELIVERY

Where a successful tenderer does not dispatch the machine in due time to arrive in Colombo, in accordance with the stipulated date of delivery, such successful tenderer 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 or other fast moving vessel or by making any other suitable arrangements in order that the machine will reach Colombo as prescribed in tender 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.

24. PERFORMANCE GURANTEE

The successful tenderer 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.

25. AGREEMENT

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

26. DEFAULTS BY SUCCESSFUL TENDERERS

- (a) If for any reason in the opinion of the Tender Board successful tenderer becomes incapable or unable to supply the machine offered in his tender, 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.
- (c) If a successful tenderer 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.

27. NAMES AND ADDRESSES OF PRINCIPALS

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

28. 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.

29. LOCAL AGENTS

- (a) No tenders 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 tender 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 Tender.
- (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.

30. LAW OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

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

31. ACQUAINTANCE OF CONDITIONS OF TENDER

Tenderers must fully acquaint themselves with the conditions of the tender. No plea of Insufficient information will be entertained at anytime.

32. OTHER INFORMATION

Any other information required by the tenderers can be ascertained upon application to Head Division of Supply Chain Management, The Associated Newspapers of Ceylon Ltd., Lake House, D. R. Wijewardene Mawatha, Colombo 10.

33. FULFILMENT OF CONDITIONS OF TENDER

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

34. LIQUIDATED DAMAGES

Should the successful Tenderer anticipate at any time during the Contract period that he will be unable to fulfil the Terms and Conditions of the Contract within the time specified, he shall forthwith give Notice in writing to Head of Division Supply Chain Management, 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 Tenderer (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.

35. 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 not 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.

36. ARBITRATION

- 1) Any dispute, difference, controversy or claim arising out of or relating to the contract from the said Tender 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.
- 2) The place of Arbitration shall be Colombo, Sri Lanka.
- 3) The Language to be used in the Arbitral proceedings shall be ENGLISH.

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

.....
Issuing Officer
For Head of Division Supply Chain Management

I/We hereby agree to abide by the above conditions

.....
Date

.....
Signature and Seal of Tenderer or his Local Agent

Name and Address of Tenderer:-

.....

Date:-.....

Telephone No:-

Fax Number:-

Email Address:-

TECHNICAL SPECIFICATIONS FOR A PERFECT BINDER

General: The Perfect Binder must be a reputed make and a proven model manufactured utilizing the latest technology to provide maximum energy efficiency and should have state-of-the-art facilities for efficient and user friendly operation.

Year of manufacture must be indicated.

The machine should be tropicalized to be suitable for environmental conditions in Sri Lanka.

The machine should be designed for continuous trouble free operation

| | |
|----------------------------|---|
| Binding Mode: | Should be able to binding with milling & without milling |
| No. of Clamps: | Min. 04 |
| Book Block Size: | Min. 150X110 mm- Maximum book block size should be specified |
| Cover Size: | Min. 150X220 mm - Maximum book block size should be specified |
| Book Thickness: | Min. 0.5 mm-Maximum thickness capability should be specified |
| Cover Weight Range: | Normal 100-300 gsm |
| Cover Pile Height: | Min. 125 mm – Cover feeder must be able to handle the range of thickness 100-300 gsm |
| Cover Feeding: | Advance sensor detector to avoid double cover feeding, advance suction feeding system. |
| Warm up time: | Max. 80 min. |
| Milling Depth: | Upto 4 mm |
| Gluing: | Capable to use both PUR & EVA adhesive |
| Side Gluing: | Should have a facility for separate side gluing for high quality binding |
| Speed: | Min. 1000 cycle/ hr |
| Nipping: | Improved rigid mechanism, nipping height adjustment & Cover registry |
| Scoring: | Scoring width & position should be able to change according to the book thickness & the thickness of the cover for quality sharp , square spine corners |
| Book delivery: | Improved mechanism to be incorporated to avoid the damage of the book spine |

Power Supply: The machine should be designed to directly feed 400V, 50 Hz, three phase electrical supply with +/- 5% of variation.

Power consumption and line currents at maximum load condition must be indicated.

Manuals and General Information:

The successful Tenderer should provide following manuals in English language.

- a. Operation instruction Manual
- b. Maintenance Manual
- c. Technical Manual including troubleshooting guide, control functions and all electronic schematic drawings, layout diagrams, mechanical diagrams, pneumatic diagrams, etc.
- d. Parts Catalogue. .
- e. Printed samples, foundation layout drawing giving total weight and other necessary details should be provided

The following information should also be provided with proposals:

List of installations and their contact details

Back-up service available locally and internationally

Availability of workshop / Human resource – to provide support services during the warranty period

Recommended working environment

Recommended power requirement.

ANNEXURE 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.

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") 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))

ANNEXURE IV - FORMAT FOR PERFORMANCE GUARANTEE

-----[Issuing agency’s Name, and address of Issuing Branch of Office] -----

Beneficiary: ----- (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 contract) dated ----- with you, for the ----- [insert “construction”/supply”] of ----- [name of contract and 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 amount 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 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, 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

ANNEXURE V - 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 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)

ANNEXURE VI - OFFER SHEET

**The Chairman
Tender Board
The Associated Newspapers of Ceylon Limited
No. 35 D.R. Wijewardana Mawatha
Colombo 10.**

Supply, Installation and Commissioning of a Perfect Book Binding Machine to A.N.C.L.

Subject to the terms and conditions given in the Tender Documents in respect of above tender. We/I hereby offer and quote for our best quality Counter Stacker at our best price.

- (1) Name & Address of Supplier/ Principal or Manufacturer
.....
.....
.....
 - a. Telephone Nos.
 - b. Fax Nos.
 - c. Email address
 - d. Contact person & Mobile No.
(If any)

- (2) Name & Address of Accredited Local Agent
.....
.....
.....
 - a. Telephone Nos.
 - b. Fax Nos.
 - c. Email address
 - d. Contact person & Mobile No.
(If any)

(3) Price schedule

- a. Total FOB cost of equipment – in words
.....
(US \$ or other currency) in figures
.....
- b. Total sea freight charges – in words
.....
(US\$ or other currency) - in figures
.....
- c. Total insurance charges– in words
(US\$ or other currency) - in figures
- d. Total CIF value - in words
.....
- in figure
- e. Local Agent’s Commission
(In figures)
(In words)
(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)
- (4) Any other charges
.....
.....
- (5) Civil works
(Please include all charges to be
.....
.....
- (6) Country of origin (Certificate
of origin to be issued if requested)
- (7) Period of delivery
(Should be as per arranged)

(8) Bid Bond No.

Name of issuing Bank

(9) Terms of payment
.....
.....

(10) Any other facilities
.....
.....

(11) Details of contract
(Period/clauses/
Amount/value etc.)
.....

We/I hereby certify that the tender documents I/we purchased from Imports Dept. on payment of Rs. 5,000/= 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.