



The Associated Newspapers of Ceylon Limited

## PROCUREMENT NOTICE

### SUPPLY, INSTALLATION AND COMMISSIONING OF A COMPUTER TO PLATE EXPOSURE UNIT (CTP) WITH AN ON-LINE PROCESSOR

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 Monday 21 February 2011, for the supply, installation and commissioning of a Computer to Plate Exposure Unit with an on-line processor.

Type of Machine

**Computer to Plate Exposure Unit (CTP) with an On-line Processor**

Quantity Required

**01 (One)**

Tenders are to be made in duplicates on the forms obtainable from the the General Manager, The Associated Newspapers of Ceylon Ltd., 35, D.R. Wijewardene Mawatha, Colombo 10 on payment of a non-refundable tender fee of Rs. 5000.00 or US \$ 50.00. Tenders submitted on any form other than the form issued by the General Manager will be rejected.

Tender documents, specifications and conditions applicable to the tender will be issued by The General Manager, The Associated Newspapers of Ceylon Ltd., 35, D. R. Wijewardene Mawatha, Colombo 10 up to 10.00 a.m. on 21 February 2011.

Tenders enclosed in sealed envelopes should be forwarded under registered cover marked “**Tender for the Supply, Installation and Commissioning of a Computer to Plate Exposure Unit (CTP) with an on-line Processor**” to reach the Chairma, The Associated Newspapers of Ceylon Ltd., 35, D. R. Wijewardene Mawatha, Colombo 10, not later than 2.00 p.m. on 21 February 2011. 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 Associated Newspapers of Ceylon Ltd., 35, D. R. Wijewardene Mawatha, Colombo 10, Sri Lanka, not later than 2.00 p.m. on 21 February 2011.

Tenders will be opened immediately after closure of the Tender at the above address on 21 February 2011 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. 200,000.00 or US \$ 2,000.

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 the General Manager, 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](http://www.dailynews.lk) & [www.sundayobserver.lk](http://www.sundayobserver.lk)

**General Manager**  
**The Associated Newspapers of Ceylon Limited**  
**35, D.R.Wijewardana Mawatha**  
**Colombo 10**  
**30 January 2011**

**TENDER FOR**  
**SUPPLY, INSTALLATION & COMMISSIONING OF**  
**A COMPUTER TO PLATE EXPOSURE UNIT (CTP)**  
**WITH AN ON- LINE PROCESSOR**

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

TENDER NO.:

**TENDER FOR  
SUPPLY , INSTALLATION & COMMISSIONING OF  
A COMPUTER TO PLATE EXPOSURE UNIT (CTP) WITH  
AN ON- LINE PROCESSOR**

- |               |   |  |
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**THE ASSOCIATED NEWSPAPERS OF CEYLON LTD.**  
LAKE HOUSE  
NO. 35, D.R. WIJEWARDENA MAWATHA,  
COLOMBO 10.

TELEPHONE NO: - 011-2429391

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**The Associated Newspapers of Ceylon Ltd.**

**General Conditions of Tender for the Supply Installation and Commissioning of  
A Computer To Plate Exposure Unit (CTP) with an On-Line Processor**

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 Computer To Plate Exposure Unit (CTP)

**Type of Machine**

Computer To Plate Exposure Unit (CTP)

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 The General Manager, 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 2.00pm on 21 February 2011 by The General Manager, The Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10.

**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 per set.

**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 COMPUTER TO PLATE EXPOSURE UNIT" on top left hand corner of the envelope, and sent through the post under registered cover, so as to reach the The Chairman, The Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10. Democratic Socialist Republic of Sri Lanka not later than 2 p.m. on 21 February 2011 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 not later than 2.00 p.m. on 21 February 2011. 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 The General Manager, 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, Democratic Socialist Republic of 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.

## **10. OFFERS**

- (a) The tenderers should quote their CIF (Liner Vessel) Colombo price indicating FOB and freight rates 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.

## **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. Letter of Credit will provide for payments against the following documents

- (a) Freight prepaid freight payable at destination clean on board marine.
- (b) Manually signed invoices in triplicate showing cost and freight separately. (The HS classification and FOB cost of each item should be indicated on the invoices)
- (c) Certificate from manufacturers stating that the items shipped were manufactured by them.
- (d) Packing list in duplicate indicating Gross weight, Net weight and dimension of each package.

- (e) Certificate from the supplier that he had couriered directly to the department non-negotiable within 07 days from the date of Bill of Lading.

### **Advance Payment**

If any party interested or requested an advance payment only for maximum of 30% of the total contract value could be released on production of a valid bank guarantee issued by the Licensed Commercial Bank in Sri Lanka. As per the ANNEXURE VI out of the balance 70% maximum of 60% of the total value could be released after receipt of the goods evidencing that shipment has been effected, and the relevant bank document submitted to the bank. However, balance 10% of the total contract will be retained until completion of the contract and satisfactory test report is issued by respective engineers and after acceptance of the press system by the buyer for the operation.

## **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 offers.

- (a) List of Printing Organizations, where the machine manufactured and sold by the tenderer are used
- (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 entertain 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 BOND**

All Tenders should be accompanied by a Bid Bond to the value equivalent to Sri Lanka Rupees 200,000.00. This Bid Bond may be offered in one of the following alternative forms.

- (a) A cash deposit/Bank Draft to the Associated Newspapers of Ceylon Ltd., Lake House, 35, D.R. Wijewardene Mawatha, Colombo 10, Sri Lanka.
- (b) 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.

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.

The Local Agents could submit 2 Tenders for one item under a single Bid Bond provided however, all the other Tender conditions are complied.

## **16. 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 buyer. Charges for the inspection report will have to borne by the seller.

## **SHIPMENT**

The successful tenderer shall ship the contracted machine to reach the Colombo Sea Port on or before 21.08.2011.

- (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. 21 (b) of the terms of reference.



## **17. PACKING**

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

## **18. 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. Once the machine arrived 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 Labour will be provided by the Associated Newspapers of Ceylon Ltd. in the shifting and handling the machines & installation.

## **19. 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 of other fast moving vessel or by making any other suitable arrangements in order that the machine will reach Colombo in due time, 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.

## **20. PERFORMANCE BOND**

The successful tenderer is required to furnish a Performance Bond supported by guarantee from a Licensed Commercial Bank operating in Sri Lanka up to maximum 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 Management of 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.

## **21. 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.

## **22. 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.

## **23. 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 reserved the right to reject tenders which do not furnish this information.

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. OTHER INFORMATION**

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

## **29. FULFILMENT OF CONDITIONS OF TENDER**

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

## **30. LIQUIDATED DAMAGES**

Should the successful Tenderer anticipate at any time during the carrying of the Contract 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 the General Manager, 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.

## **31.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 Force Majeure event.

## **32. 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 General Manager

I/We hereby agree to abide by the above conditions

.....  
Date

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

Name and Address of Tenderer:-

.....

Date:-.....

Telephone No:- .....

Tele/fax Number:- .....

Email Address:- .....

**TECHNICAL SPECIFICATIONS FOR**  
**A COMPUTER TO PLATE EXPOSURE UNIT (CTP) WITH AN ON- LINE PROCESSOR**

**TECHNICAL SPECIFICATIONS:-**

1. Sizes of plates used:
  - i. 550 X 650 X 0.30 mm
  - ii. 715 X 915 X 0.30 mm
  - iii. 770 X 1030 X 0.30 mm
  - iv. 607 X 889 X 0.30 mm
  - v. 458 X 610 X 0.30 mm
2. Manual plate loading to handle above plate sizes.
3. Output speed required at peak times: 20 plates (Broad sheet) / hour @ 200 lpi screen
4. Should be able to expose long run plates without baking: Upto 200,000 impression/ plate
5. Resolution: Minimum 2800 dpi (100- 200 lpi)
6. Violet Laser:
7. Screening Technology: AM , FM & Hybrid screen
8. A new RIP to support PDF, PDF/X and other industry standard formats.
9. Post-RIP (after RIPing) : Imposition soft ware to create multiple-up pages
10. Print control software to run on PC

**Training:** Supplier should provide CTP operation & maintenance training to ANCL staff. The successful tenderer is required to undertake the supply, installation & commissioning of the exposure unit at the Associated Newspapers of Ceylon Ltd. In Addition, the tenderer is also required to undertake in-house training of four technical personnel of the company at the successful tender's factory 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. will be borne by the ANCL. Two on maintenance. Two on Operation.

**Manuals & General Information**

Operating and maintenance manuals, control functions of the exposure unit and operating instructions should be in English. Printed samples, foundation layout drawing giving total weight, spare parts catalogue and preferably electronic schematic drawings and other necessary details should be provided.

**The following information should also be provided with proposals:**

List of installations (preferably in the region) and their contact details

Types of plates used on the CTP machine proposed; Provide a list of recommended plate manufacturers – indicating plate specification, run length, types of processing, nature of chemicals or whether chemical less / dry processing is possible.

Availability of different plate types and suppliers in the market who supplies plate for the proposed CTP machine

Availability of short run low cost plates

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.

Recommended compressed air supply and quality of air

Specify the Plate Processor manufacturer if OEM

## Format for Bid Security Guarantee

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

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

(signature of authorized representative (s) )

## ACCEPTABLE FORMAT FOR PERFORMANCE GUARANTEE

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-----[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, 28 days 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



## 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)

**ACCEPTANCE FORMAT FOR ADVANCE PAYMENT  
GUARANTEE**

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Advance payment securities issued in the format given below is acceptable:

------(Name and address of Agency, and Address of Issuing Branch or office ) -----

**Beneficiary:** -----(Name and Address of Employer)

**Date:** -----

**Advance payment 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 “or “supply” of -----(name of contract, and brief description) (hereinafter called “the Contract”).

Furthermore we understand that, according to the conditions of the Contract, an advance payment in the sum -----(amount in figures) (-----) (amount in words) is to be made against an advance payment guarantee.

At the request of the Contractor, we ----- (name of issuing agency) hereby irrevocable undertake to pay you any sum or sums not exceeding in total an amount of----- (amount in figures) (-----) (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor in breach of its obligation under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

This guarantee shall expire, Insert the date, 28 days beyond the expected expiration date of the Contract.

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

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-----  
(Signature (s) )

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1. The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Annexure I

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

Supply, Installation and Commissioning of a Computer To Plate Exposure Unit (CTP)  
for Commercial Printing Department-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 Computer To Plate Exposure Unit (CTP) at our best prices.

- (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 .....

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/ Insurance Institute .....
- (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.