



**SRI LANKA PORTS AUTHORITY
COLOMBO- 01**

**BIDDING DOCUMENT
FOR
FOREIGN PURCHASE**

**BIDDING FOR THE SUPPLY OF 03 NOS. OF SENSOR
MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL
SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL
ENGINES**

CES/FP/04/PT/6813(EL)

**CHIEF MANAGER
(SUPPLIES & MATERIAL MANAGEMENT)
SUPPLIES & MATERIAL MANAGEMENT DIVISION,
45, LEYDEN BASTIAN ROAD,
COLOMBO - 01.**



SRI LANKA PORTS AUTHORITY

Invitation for Bids (IFB)

The Chairman, Minor Procurement Committee on behalf of the Sri Lanka Ports Authority now invites sealed bids according to the National Competitive Bidding (NCB) Procedure / International Competitive Bidding (ICB) Procedure from the eligible bidders for the individual procurement listed below.

Reference Identification No.	Name of the Procurement	Bid Security Amount (LKR)	Document Fee Inclusive of VAT (LKR)	Closing Date & Time
CES/FP/05/PT/6810(MAR)	Spares for Hamworthy 2SF4 Air Compressors for M/T Barana II, Vijayabahu, Nandimithra, Velusumana & Therapuththabhaya	80,000.00	1,000.00	02/04/2026 10.00 hrs
CES/FP/04/PT/6813(EL)	03 Nos. of Sensor Multiplexing Units for WECS 2000 Engine Control System of Wartsila W26 Series Marine Diesel Engines	105,000.00	3,500.00	02/04/2026 10.00 hrs
CES/FP/02/PT/6815(MP)	Spares for 15T Mitsubishi Forklift Trucks	80,000.00	1,000.00	02/04/2026 10.00 hrs
CES/FP/03/PT/6816(MP)	Spare Parts for Terberg Yard Tractors	400,000.00	3,500.00	02/04/2026 10.00 hrs
CMS/LP/25/PT/08/066	Spares for UD Nissan Prime Movers	45,000.00	1,000.00	13/03/2026 13.30 hrs
CMS/LP/26/PT/19/051	Spares for Low Bed Trailers - 80 Ton	25,000.00	1,000.00	13/03/2026 13.30 hrs

- Bidders are hereby informed that the provisions of Public Contracts Act No.3 of 1987 are applicable of bids exceeding Five Million Rupees. Accordingly, all parties involved in aforementioned procurement are required to strictly abide by the Act throughout the duration of contract. Furthermore, any bidder who wishes to act as an agent, sub-agent, a representative or a nominee for and on behalf of any foreign manufacturer or a supplier is required to register himself with the Registrar of Public Contracts and submit the duly completed registration certificate along with the bid documents (PCA 03 form).
- Bidders should have fulfilled minimum experiences in the same relevant industry/procurement category, specified in the individual bidding document of the above procurements.
- Interested bidders may obtain further information from The Chief Manager (Supplies & Material Management), Supplies & Material Management Division, Sri Lanka Ports Authority, 45, Leyden Bastian Road, Colombo 01, Sri Lanka Telephone 2482231, 2482965, 2483024, 2482832, 2483566 / Email: cms@slpa.lk and may inspect the bidding documents at the same address on working days from 20.02.2026 up to day prior to the bid closing date individually specified above between 09.00-15.00 hrs, free of charge.
- Bidding documents relevant to International Competitive Bidding (ICB) will be uploaded in the SLPA official website (www.slpa.lk) and Electronic Government Procurement (eGP) System (Promise.lk) and Bidding documents to National Competitive Bidding (NCB) will be uploaded in Electronic Government Procurement (eGP) System (Promise.lk).
- A complete set of bidding documents in English language may be purchased by interested bidders on the submission of a written application to the Chief Manager (Supplies & Material Management), at the address above and upon payment of a non-refundable document fee indicated in the above table from 20.02.2026 during 09.00 and 15.00 hrs., on working days until the day prior to bid closing date. The method of payment for document fee will be in cash.
- Sealed bids accompanied with Bid Security shall be delivered to Chief Manager (Supplies & Material Management), Sri Lanka Ports Authority, 45, Leyden Bastian Road, Colombo 01, Sri Lanka or may deposit the bids in the tender box provided for the purpose at the Ground Floor, Colombo Port Commission Building, Sri Lanka Ports Authority No: 45, Leyden Bastian Road, Colombo 01, Sri Lanka by not later than Bid Closing Date & Time. Late Bids will not be accepted. Bids shall be opened immediately after closing the bids in the presence of the bidders' representatives who were chosen by the bidders to attend physically in the occasion of bid opening room at the below address.

Chief Manager (Supplies & Material Management),
Supplies and Material Management Division,
Sri Lanka Ports Authority,
No.45, Leyden Bastian Road,
Colombo 01.

SRI LANKA PORTS AUTHORITY

***BIDDING DOCUMENT FOR THE SUPPLY OF 03 NOS. OF SENSOR MULTIPLEXING
UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES
MARINE DIESEL ENGINES***

BID NO: CES/FP/04/PT/6813(EL)

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BID FOR THE SUPPLY OF 03 NOS. OF SENSOR MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL ENGINES

BID NO:CES/FP/04/PT/6813(EL)

GUIDELINES TO BIDDERS

This Bidding Document is in two parts, Part - I and Part - II

Part - I : Contains the Standard Conditions applicable to any bid.

Part - II : Contains amendments if any to the clauses in part-I and or additional clauses applicable to THIS BID ONLY.

If there are no amendments or additions, it will be indicated thus in PART - II.

“No amendments to existing clauses in Part - I and no new clauses added to PART - I of this Bidding Document”.

Part - I must be read in conjunction with part - II.

Schedule of Technical Specifications shall be duly filled with information required by the clauses therein and shall be signed by the Bidder and shall be submitted along with the bidding documents. The bids submitted without fulfilling the requirements listed above will be treated as non responsive bids and will be rejected.

Bidders are expected to read and acquaint themselves thoroughly with the bidding conditions given in Parts - I & II prior to making an offer.

SRI LANKA PORTS AUTHORITY
FORM OF BID

BID FOR THE SUPPLY OF 03 NOS. OF SENSOR MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL ENGINES

BIDDING NO: CES/FP/04/PT/6813(EL)

I/We, the undersigned
hereinafter called the Bidder of Bidding Documents for the supply of ***03 NOS. OF SENSOR MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL ENGINES*** a total CPT Bid prices (excluding taxes) of(currency).....
.....(in words)(in figures) stated in the Schedule of Rates annexed hereto. Should this Bid be accepted I/We, covenant and agree with the Sri Lanka Ports Authority to perform and fulfill all and each of the conditions of Bid.

This bid together with your written acceptance thereof, shall constitute a binding contract between us.

Date:

.....
SIGNATURE OF BIDDER
Name:
Designation:
Address:

WITNESSES:

- 01. Signature:
Name & Address:

- 02. Signature:
Name & Address:

Current Directors:	Share Holders (in the case of Private Companies)
01.	01.
02.	02.
03.	03.
04.	04.

Bidding Forms issued in duplicate to Mr./M/s:

Bid Deposit Receipt No:

Date:
APPROVED TENDER DOCUMENT
.....
**CHIEF MANAGER
SUPPLIES & MATERIAL MANAGEMENT**

.....
**ISSUING OFFICER
SRILANKAPORTS AUTHORITY**

APPENDIX TO THE FORM OF BID

SECTION	CLAUSE NO:		
Instructions to Bidder	03.1	Value of Bid Bond	Rs: 105,000.00
Conditions of Contract	02.	Value of Performance Bond	10% of contract sum
-Do-		Validity period of the Performance Bond	Shall be valid beyond 28 (Twenty Eight) days from the date of certification of goods by Sri Lanka Ports Authority.
- Do-	03.	Delivery period	Shipment at port of loading should be not more than three (03) months from the confirmation of the order.
-Do-	07.3	Amount of Liquidated damages	01% of contract value per week or part thereof delay subject to maximum of 10% of contract value.
-Do-	12.	Warranty Certificate	To be submitted at the time of delivery of goods valid for one year from the date of delivery in Form - D-

INSTRUCTIONS TO BIDDERS

01. GENERAL

These Instructions to Bidders, in so far as they may affect the execution of the Contract, shall be deemed to form part of the Conditions of Contract.

02. ISSUE OF BIDDING DOCUMENTS:

Bidding forms will be issued by the Chief Manager (Supplies & Material Management), Sri Lanka Ports Authority, 45, Leyden Bastian Road, Colombo - 01, upto 15.00 Hrs. on **31.03.2026** payment of a non-refundable document fee of **Rs. 3,500.00** (Including VAT) per bid.

Each Bidding Document comprises:

- (a) Form of Bid
- (b) Appendix to the form of Bid
- (c) Instructions to Bidders
- (d) Conditions of Contract Part - I & II
- (e) Schedule of Rates
- (f) Form of Letter of Acceptance of Bidder
- (g) Form of Bid Bond
- (h) Form of Performance Bond
- (i) Form of Agreement
- (j) Form of Warranty
- (k) Specifications

03. MODE OF BID:

Bid should be submitted in duplicate. The Bid must be accompanied by a Bid Bond as perform "A" attached, in favour of Sri Lanka Ports Authority for **Rs.105,000.00** or equivalent amount in Foreign Currency valid for a period of One Hundred and Twenty (120) days from the date of closing of bid and during the period of any extension thereof that may be agreed upon **BETWEEN** the **PURCHASER** (The Sri Lanka Ports Authority) and the **BIDDER**. The Bid Bond shall contain the condition that if an award is made, the successful Bidder will enter into a contract with the Sri Lanka Ports Authority and in which event the Bid Bond of such successful Bidder shall remain in full force and effect after the said period of One Hundred and Twenty (120) days or any extension thereof until the Bidder has entered into a contract and furnished the necessary Performance Bond.

The Sri Lanka Ports Authority has the right at any time to request in writing to any or all Bidders to extend their Bids, validity of Bids and Bid Bonds. The Bid Bond shall contain a condition that if the bidder withdraws the bid after closing of bids and before the expiry of the period of validity of the Bid, the full amount of the Bond shall be forfeited to the Sri Lanka Ports Authority. Bid Bonds submitted by unsuccessful Bidders shall be returned on award of the bid. Bid Bonds shall also be returned if the bidding is cancelled.

03.1 The Bid Bond required shall be furnished by the Bidder by Letter of Guarantee in the Form "A" attached, from any of the following:

- (a) A recognized Bank in Sri Lanka
- (b) A recognized Bank abroad.(confirmed by a recognized Bank in Sri Lanka)
- (c) Construction Guarantee Fund of the Ministry of Urban Development Housing and Construction.

The Bid Bond as per the form "A" attached to this Bidding Document should be submitted along with the bid enclosed in the same envelope. No bid bond will be accepted if not submitted in this manner and if this condition is not fulfilled, the bidder's offer will not be considered under any circumstances. Copies of bonds are not acceptable.

Note:

i. Cash Bid Bonds also acceptable.

ii. Bid bonds submitted by Insurance Corporations/Companies in Sri Lanka are not acceptable.

03.2 Each copy of the bid should be signed by the bidder and enclosed together with a signed copy of the Conditions of Bid in a sealed cover marked **03 NOS. OF SENSOR MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL ENGINES** (Please indicate Bid No., Closing Date and Time) on the left hand top corner and addressed to the Chairman, Procurement Committee, Sri Lanka Ports Authority, 45, Leyden Bastian Road, Colombo - 01, Sri Lanka.

03.3 Bids should be in full accordance with this Bid Document. Literature, catalogues and other technical data in **English** relating to the offer should be forwarded with the bid.

03.4. i. Eligible Bidders

Any interested company incorporated in Sri Lanka and registered with Register of Companies under Companies Act No. 07 of 2007 is eligible to submit a bid for the supply of **03 NOS. OF SENSOR MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL ENGINES** in this procurement.

ii. Qualification Criteria

To qualify for the receipt of award of contract, the Bidder shall

- (a) have minimum of five (05) years experience of it's own in the supply of port equipment & machineries accessories/ spare parts/ specialized subcomponents used in port Equipment & machineries

iii. One Bidder per Bid

Any Bidder, if it so desires, shall submit more than one bid, with each such bid supported by a bid security, which shall not be in common with any other bid(s). Each such bid shall be enclosed in separate envelopes and shall be submitted as individual bid.

iv. Alternative Bids

No alternative bids, whether from same manufacturer or from different manufacturers shall be included in any bid.

v. Public contract act no. 03 of 1987:

Bidders shall comply with Under this act Local agents who represent foreign principals should register themselves under the Public Contract Act No.03 of 1987 if the value of any bid they intend to take part exceeds Rs. 5,000,000.00 and shall submit the relevant PCA form with the offer.

Note: "Value of bid" means the ultimate value of item/items including all the taxes And freight.

03.5 PROFORMA INVIOCE

Bidders shall submit a Performa Invoice/s from the Principals abroad addressed to SLPA according to following instructions.

- (a) FOB price of each individual item and the freight cost in the currency and the country of origin should be given for all items to be imported.
- (b) Cost of the Local Training if available shall be mentioned separately.
- (c) Cost of Foreign Training at the manufactures works should be clearly indicated separately. Offers submitted indicating the above charges as free of charge, without giving actual cost is not acceptable.
- (d) Cost against Inspection and Testing carried out prior to shipment shall be quoted separately and indicated clearly.

Any other local payment involved in (b), (c) or (d) above, will be directly paid to the local agent, in SL Rupees.

Letter of Credit will be established for the value of items to be imported as indicated in (a) above.

Separate Letter of Credit will be established for foreign currency payment involved in (b),(c) and (d) above.

Note

- i. **Non submission of the Pro-forma Invoice/s from the principal suppliers abroad as indicated above along with the offer shall be liable for rejection of the offers.**
- ii. **The bidders are advised not to quote for local agency commission either in Pro-forma Invoice/ Price schedule or in separate document;**

- 03.6 A local firm can act as an agent for only one foreign principal, and such firm can request for only one set of bid directly.

04. CLOSING DATE:

Bid should be sent by post under registered cover, so as to reach the Chairman, Procurement Committee, Sri Lanka Ports Authority, No. 45, Leyden Bastian Road, Colombo - 01, Sri Lanka not later than 10:00 hrs. on **02.04.2026**. Bidders if they so desire may deposit the bid in the tender box provided for the purpose at the office of the Chief Manager (Supplies & Material Management), Sri Lanka Ports Authority, No. 45, Leyden Bastian Road, Colombo - 01, Sri Lanka not later than 10:00 hrs. on **02.04.2026**. The Procurement Committee shall not take any responsibility for Bids lost in the post and shall not accept late Bids.

05. OPENING OF BIDS:

- 05.1 Bids will be opened immediately after the closing at the office of the Chief Manager (Supplies & Material Management), Supplies Division, Sri Lanka Ports Authority, No. 45, Leyden Bastian Road, Colombo - 01, Sri Lanka.
- 05.2 Bidders or their duly authorized representatives may be present at the time of opening of bids.
- 05.3 The officer opening the bids will read the prices of all offers received. Any clarification with respect to the prices could be asked for by the bidders or their representatives at the time of opening of the bids and not afterwards.

06. VALIDITY OF BID:

All bids shall be valid for a period of One Hundred and Twenty (120) days from the date of closing of Bids.

07. PRICES ALSO TO BE QUOTED IN THE CURRENCY OF THE COUNTRY OF ORIGIN AND IN SRI LANKA CURRENCY:

- 07.1 Bidders shall quote their F.O.B. and CPT Colombo Prices as indicated in the form "Schedule of Rates". **Bids submitted without the form "Schedule of Rates" being properly filled will be rejected.** For the purpose of evaluation, the MIDDLE EXCHANGE RATES of the currencies given by the Central Bank of Sri Lanka on the date of opening of bids will be used.
- 07.2 All cost against Pre-delivery inspection, Foreign Training and Local Training to quoted separately and indicated clearly in the schedule of rates.
- 07.3 The total amount of the offer should be written clearly in **Figures** and repeated in **Words**.
- 07.4 If there be any discrepancy between the prices quoted in figures and in words, the price in **WORDS** will be taken to represent the offer.
- 07.5 Any alterations or erasures should be authenticated by placing the full signature of the Bidder as otherwise the offer will be liable to be treated as rejected.

08. BID EVALUATION

The bid evaluation is carried in accordance with the procedures prescribed in CHAPTER 7 of PROCUREMENT GUIDELINES 2024 published by NATIONAL PROCUREMENT COMMISSION of the Democratic Socialist Republic of Sri Lanka in order to determine **Substantially Responsive lowest Evaluated Bid** based on aforementioned procedure.

09. POWER TO ACCEPT OR REJECT BIDS:

The Procurement Committee reserves to itself the right, without question, of rejecting any or all bids and the right of accepting in full or any portion of a bid. Bidders should be prepared to accept and execute in full or part of the bid at the rates quoted in the Bidding form against each item or part.

10. NOTICE OF ACCEPTANCE OF BID:

Acceptance of bid will be communicated by fax, E-mail and confirmed in writing by registered post to the successful Bidder to the address given by him in the bidding form, as soon as possible, after the closing date of bid. Any change of address of the Bidder should be promptly notified to the Chairman, Procurement Committee, Supplies Division, Sri Lanka Ports Authority, No. 45, Leyden Bastian Road, Colombo - 01, Sri Lanka.

11. PROOF OF ABILITY:

Bidder must submit documents or other evidence of their ability to carry out the contract and other factors such as experience, plant facilities, availability of spare parts, availability of after sales service, guaranteed time of delivery and other relevant matters.

12. LOCAL BIDDER TO HOLD POWER OF ATTORNEY:

No local Bidder on behalf of his principals abroad will be considered unless the Bidder holds the Power of Attorney from the principals empowering him to bid and to enter into a valid agreement on their behalf and to fulfill all the terms and conditions of the contract in the event of it being awarded.

13. INFORMATION TO BE SENT WITH BIDS:

The following information shall be submitted with the bid:

- (a) Sufficient descriptive information, drawings and technical literature and data in **ENGLISH language** covering all the items required for the proper evaluation of the bid;
- (b) Information on the offer/offers as required to be provided in the schedule of technical specifications in the English Language.

Note: Clause 13.b is not applicable to this Bidding.

Bids submitted without the above information will be treated as non responsive and are liable to be rejected.

14. Bidders must acquaint themselves fully with the conditions of contract. No plea of lack of information or insufficient information will be entertained at anytime.
15. Any further information required by Bidders can be obtained on application from the office of the Chief Manager (Supplies & Material Management), Sri Lanka Ports Authority, No. 45, Leyden Bastian Road, Colombo - 01, Sri Lanka. (Telephone Nos: 2323102, 2432866 & 2320250 – Fax No: 2381652)
16. A bid is liable to be rejected unless all the conditions laid down herein have been strictly fulfilled.
17. **VALUE ADDED TAX ON PAYMENTS MADE LOCALLY**

Bidders are required to give their VAT Registration No. in the space provided in page No. 19 of this bidding Document. If a bidder is not registered for VAT he should attach a letter from the Commissioner of Inland Revenue to the effect that his Company is not registered under VAT.
18. Accepting, soliciting or offer of bribes is punishable under law and please contact following officers for any complaints or clarifications of this nature on purchases made by Sri Lanka Ports Authority

Chief Manager (Supplies & Material Management)
Chief Engineer (EL)
Purchasing Officer (F/P)

Tel. No. 2323102
Tel. No. 2483081
Tel. No. 2320250

CONDITIONS OF CONTRACT – PART I

01. MODE OF PAYMENT:

Payment will be made by irrevocable Letter of Credit. Confirmation of Letters of Credit will be done only at the request of the supplier and the charges for such confirmation shall be borne by the supplier. Only Ninety percent (90%) of the value of the Letter of Credit will be released once the negotiated documents on the shipment are received by the issuing Bank in Colombo for payment. Supplier is required to submit among other documents for negotiation the certificate required by clause No. 14 on **Genuineness of goods supplied** in the Conditions of Contract of this bidding document. The balance ten percent (10%) of the value of the Letter of Credit shall be released only after the acceptance Certificate is issued by an authorized officer of the Sri Lanka Ports Authority. Advance payment mode will not be accepted.

02. PERFORMANCE BOND:

The successful Bidder shall at his own expense deposit with the Chief Manager (Supplies & Material Management), Sri Lanka Ports Authority within **fourteen (14)** working days of the date of notice of award of the bid, a Performance Bond in favour of the Sri Lanka Ports Authority in the form of a Bank Guarantee as given in Form "B" attached, issued by a reputed Bank in Sri Lanka or a bank in the country of the supplier and confirmed by a Bank in Sri Lanka acceptable to the Sri Lanka Ports Authority for an amount equivalent to Ten percent (10%) of the contract price for the due and punctual performance and fulfillment of contractual obligations. This Bond shall cover a period of 28 (Twenty Eight) days beyond the date of certification of goods by Sri Lanka Ports Authority. Letter of Credit will be established only after receipt of the Performance Bond followed by receiving of bank confirmation of the same.

Note :Performance Bonds issued from Insurance Corporations/ Companies are not accepted.

03. PERIOD OF DELIVERY:

The period for delivery in Colombo of Sri Lanka Ports Authority shall be not more than three (03) months from the date of opening of the Letter of Credit. Bidder shall state precisely when deliveries could be made.

04. CONTRACT NOT TO BE SUBLET:

The successful Bidder shall not assign or sublet without the written authority of the Chairman, Sri Lanka Ports Authority his obligations to supply the items bid for and accepted. If any part of his obligation has been so assigned or sublet by the Bidder he shall nevertheless be held responsible for the due performance of the part so assigned or sublet.

05. PACKING:

- 05.1 The bid price shall include the cost of all necessary packing including cases, material and labour.
- 05.2 Standard Export packing must be done in the best possible manner to withstand rough handling in transit. Packing must be suitable for export by sea freight and storage in the tropics.
- 05.3 The Bidder will be responsible to ensure that adequate packing is done against loss or damage in transit to Colombo.
- 05.4 Equipment or items of the bid shall not be shipped on the deck.

06. SHIPPING:

- 06.1 Wherever possible shipping should be done in vessels arranged by Ceylon Shipping Corporation Ltd.
- 06.2 No sooner the goods are shipped, the Chief Manager (Supplies & Material Management), Sri Lanka Ports Authority, No. 45, Leyden Bastian Road, Colombo-01, should be informed of the name of the vessel and the number of packages shipped.
- 06.3 One copy each of the invoice, packing lists and non-negotiable copies of Bill of Lading should be couriered to the Chief Manager (Supplies & Material Management), No. 45, Leyden Bastian Road, Colombo - 01, Sri Lanka, immediately the shipment is effected to reach him before the arrival of the vessel in Colombo.
- 06.4 A pre-shipment certificate of weight, quality, quantity, specifications, packing and identification of goods that are in conformity with indent should be furnished from a recognized superintendent's company or their accredited agent or any other competent independent company or authority, recognized by the country of origin of goods and acceptable to the Procurement Committee.

07. DELIVERY WITHIN AGREED PERIOD:

- 07.1 The successful Bidder shall supply the **03 NOS. OF SENSOR MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL ENGINES** within the delivery period mentioned at Clause 03 of the Conditions of Contract. On failure to do so Chairman, Sri Lanka Ports Authority shall have the right of collecting the Performance Bond without prejudice to any other claims that may be lodged in this regard.
- 07.2 However, the Chairman, Sri Lanka Ports Authority if satisfied that there are extenuating circumstances shall have the option to grant extensions without prejudice to any other claims that may be lodged in this regard.

07.3 If the successful Bidder fails to supply the **03 NOS. OF SENSOR MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL ENGINES** within the delivery period stated at Clause 03 of the Conditions of Contract and/or the extensions granted, he shall be liable to pay the Sri Lanka Ports Authority at the rate of One percent (01%) of the total contract sum for every week or part thereof of delay, recoverable from the Performance Bond subject to a maximum of Ten percent (10%) of the contract sum.

08. FORCE MAJEURE:

The Bidder is not responsible for delay or non-performance of contractual obligations, and the Sri Lanka Ports Authority is not responsible for delay or non-performance of its contractual obligations caused by war, blockade, revolution, insurrection, civil commotion, riots, strikes, lockouts, fire, floods acts of GOD, acts of Government, Public enemy or epidemics.

09. TAXES AND DUES

09.1 The Bidder shall be liable to pay Sri Lanka Income Tax and Profit Tax in respect of this contract and all other taxes, dues, charges and levies payable by him. No relief will be granted on account of new taxes which have been introduced after the date of submission of the Bid.

09.2 All customs duties, value added tax, Cess and Port dues at the point of entry to the country shall be paid by the Sri Lanka Ports Authority.

10. TESTS AND TRIALS:

The Bidder shall undertake to assemble the equipment, to test it and prove its conformity to specifications and hand it over in working condition to the Chairman, Sri Lanka Ports Authority or to his authorized representative. The Bidder shall bring necessary testing apparatus where applicable required for above.

11. PATENT RIGHTS CLAIMS:

The Bidder shall fully indemnify or defend at his own cost the Sri Lanka Ports Authority against any and all claims at anytime arising on account of patent rights or royalties whether from manufacturers or others on the use by the Sri Lanka Ports Authority of the goods supplied. Further, the Bidder shall agree to pay and discharge any judgments or decrees arising therefrom.

12. WARRANTY:

The successful Bidder will be required to issue a Warranty for the equipment for a period of One (01) Year from the date of acceptance in Sri Lanka by the Sri Lanka Ports Authority. The successful Bidder will accordingly be asked to replace free of cost including labour costs to Sri Lanka Ports Authority the whole or any part of the equipment which fails during the Warranty period owing to faulty design, inferior materials, bad workmanship or patent defects. If any replacement as aforesaid be effected, the Guarantee period will be extended by Six (06) months to ensure that the equipment is in satisfactory operation during

the extended period, in respect of each such replacement as aforesaid, it being the intention that the equipment should be tested with the replaced part or parts for a period of at least Six (06) months.

The expiry of the Warranty period for the whole or any item of equipment in the event of such replacement becoming necessary, would be reckoned to be Six (06) months from the date of such replacement or replacements if the normal period of warranty of One (01) year should expire during this period. However, the warranty period for any item or items replaced shall not exceed Eighteen (18) months from the date of acceptance. The period for which the warranty is operative to be engraved on a plate and affixed to the equipment.

13. INSURANCE:

Insurance will be the responsibility of the Sri Lanka Ports Authority.

14. GENUINENESS OF GOODS SUPPLIED:

Equipment/spare parts/other materials supplied on this bid should be accompanied by a certificate to the effect that the goods shipped are genuine, issued by the manufacturer of the particular make required by the SLPA. As an alternative, a certificate from a surveyor acceptable to Sri Lanka Ports Authority to the effect that the items are genuine, together with a performance warranty certificate for a period of one year issued by the supplier in also acceptable.

15. TRAINING:

15.1 Foreign Training

Foreign Training at the manufactures work of **03 NOS. OF SENSOR MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL ENGINES** should be clearly indicated separately (Airfare charges, food & lodging internal traveling and other allowances payable by the supplier) in the schedule of rates. Offers submitted indicating the above charges are provided free of charge shall not be entertained.

15.2 Local Training

Local Technical personnel of the SLPA should be trained by the Supplier at his cost at the Sri Lanka Ports Authority on the maintenance and repair of **03 NOS. OF SENSOR MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL ENGINES** within three (03) months from the date of commissioning of the equipment.

All costs involved on above Training (Foreign/Local) shall be quoted separately and given in the Pro-forma Invoice as well as in the schedule of rates.

All the arrangement on training (Foreign/Local) shall be communicated through the Chief Manager (Supplies & Material Management)

16. PORT PERMITS:

The successful Bidder shall obtain permits at his own cost from the Sri Lanka Ports Authority for the entry of his men and vehicles into the Port Premises in fulfilling his obligations of the contract and shall observe all rules and regulations of the relevant Port and Customs Authorities.

17. FIRE PREVENTION:

The successful Bidder shall take all necessary precautions to prevent damage to any property of the Sri Lanka Ports Authority due to fire while fulfilling his obligation of the contract within the Port premises.

18. SAFETY PRECAUTIONS:

The successful Bidder shall take all possible precautions for the safety of all persons engaged by him and also comply with statutory requirements and directions that any Statutory Authority or the Chairman of the Sri Lanka Ports Authority may make from time to time.

19. INDIVIDUALS NOT PERSONALLY LIABLE:

No Director or Officer or an employee of the Sri Lanka Ports Authority shall be in anyway personally bound or liable for the acts or obligations of the successful Bidder under the contract or answerable for any default or omission of the successful Bidder in the observance or performance of any of the acts, matters or things which are herein contained.

20. ARBITRATION:

If at any time any question, dispute or difference of opinion shall arise between the Sri Lanka Ports Authority and the Contractor in connection with or arising out of the contract which cannot be settled amicably, either party shall as soon as practicable, give notice to the other in writing of the existence of such question, dispute or difference and the same shall finally be settled by Arbitration, which shall be held in Sri Lanka according to the laws of Sri Lanka.

21. AGREEMENT:

The successful Bidder shall if so required by the Sri Lanka Ports Authority enter into a formal agreement with the Sri Lanka Ports Authority according to the format given in Form "C". However, if no such agreement is entered into, the bid and conditions of bid together with the Sri Lanka Ports Authority's acceptance thereof will constitute a binding contract between the Sri Lanka Ports Authority and the successful Bidder.

22. PUBLIC CONTRACT ACT NO. 03 OF 1987:

Bidders shall comply with the provisions of Public Contract Act No. 03 of 1987 and the regulations made there. Under this act Local agents who represent foreign principals should register themselves under the Public Contract Act No.03 of 1987 if the value of any bid they intend to take part exceeds Rs. 5,000,000.00 and shall submit the relevant PCA form with the offer.

Note: "Value of bid" means the ultimate value of item/items including all the taxes and freight.

23. Concessions granted to Local Manufacturers are governed by Treasury Circular No. Finance 264 of 1989-01-31 and subsequent amendments there-to.

24. **SPECIAL CONDITIONS:**

24.1 Each page of these conditions of contract should be initialed by the Bidder and he must place his full signature in the space provided in pages 1, 16 and 19 of the Bidding Document Bidding Document and return the document along with the bid to the Chairman, Procurement Committee, Sri Lanka Ports Authority, 45, Leyden Bastian Road, Colombo - 01.

24.2 i. The Bidder shall complete and initial each of the pages of the schedule of particulars.

ii. A bid is liable to be rejected if the schedules of particulars and/or part thereof are found to be incomplete in any respect.

25. **JURISDICTION**

The bids and any contract resulting therefrom shall be governed by a construed according to Laws of the Democratic Socialist Republic of Sri Lanka.



CONDITIONS OF CONTRACT - PART II

(Amendments to the Clauses in part I and any new Clauses added)

BID FOR THE SUPPLY OF 03 NOS. OF SENSOR MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL ENGINES

BIDNO:CES/FP/04/PT/6813(EL)

NOTE: This part of the Bidding Document shall be read in conjunction with PART I

(a) AMENDMENTS TO CLAUSES IN PART I OF CONDITIONS OF CONTRACT

CONDITION OF CONTRACT PART - I

- (a) Clause Nos. : 10, 15 & 17 are deleted.
- (b) Clause No : 03 amended to read as "Shipment at port of loading should be not more than three (03) months from the confirmation of the order".
- (c) Clause No : 12 to be amended to read as "The successful bidder shall warrant the usage of goods for the intended applications and guarant replacement of goods or any part thereof; as applicable for faults for a period of one year and attributable to poor workmanship, bad design and manufacturing faults".

(b) NEW CLAUSES ADDED TO THE CONDITIONS OF CONTRACT

NONE

APPROVED TENDER DOCUMENT

CHIEF MANAGER
SUPPLIES & MATERIAL MANAGEMENT

No. of Clauses in Conditions of Contract Part I amended: Two

No. of New Clauses added to the Conditions of Contract Part I: Nil

CHAIRMAN, PROCUREMENT COMMITTEE

.....
ISSUING OFFICER

Date :

I/We agree to abide by the Conditions of Bid laid down above.

.....
SIGNATURE OF BIDDER

Date :

Name & Address of Bidder :-

Company Seal

Name of Current Directors

01.

02.

03.

04.

Name of Share-holders

01.

02.

03.

04.

SCHEDULE OF RATES
(Applicable for offers on CPT Basis)

NOTE:

This form must be properly filled by the Bidder. If it is not filled or inadequately filled, the bid will be rejected. Import & Supply or Ex-stock basis is not allowed for this bid.

01	Description of the item (as given in the Bidding Document)		
02	HS Code Number		
03	FOB Price in Foreign Currency including packing, inland transport/freight, FOB charges etc.(excluding Marine Insurance and freight- Air or Sea to Colombo Sri Lanka) - (A)	In Figures	
		In Words	
04	-Do- in Sri Lanka Rupees	In Figures	
		In Words	
05	Total Freight in foreign Currency (Air or Sea) - (B)	In Figures	
		In Words	
06	-Do- in Sri Lanka Rupees	In Figures	
		In Words	
07	Total CPT in foreign Currency - (A + B)	In Figures	
		In Words	
08	-Do- in Sri Lanka Rupees	In Figures	
		In Words	
09	Any other charges in foreign currency (SGS/Lloyds certificate etc. (all applicable charges if not included here shall be paid by the supplier)	In Figures	
		In Words	
10	-Do- in Sri Lanka Rupees	In Figures	
		In Words	

APPROVED TENDER DOCUMENT

**CHIEF MANAGER
SUPPLIES & MATERIAL MANAGEMENT**

11	Foreign Training charges	In Figures	Not Applicable
		In Words	
12	-Do- in Sri Lanka Rupees (without VAT)	In Figures	
		In Words	
13	Foreign Inspection charges	In Figures	Not Applicable
		In Words	
14	-Do- in Sri Lanka Rupees (without VAT)	In Figures	
		In Words	
15	TRC/SLS/ Licenses or any other charges to be paid in SLRs. When clearing the consignment (all applicable charges if not included here shall be paid by the supplier)	In Figures	Not Applicable
		In Words	
16	Local charges (without VAT) Training, Installation, Testing & Commissioning etc ❖ Each to be described & separately indicated.	In Figures	Not Applicable
		In Words	
17	VAT Amounts included in (12), (14), (15) and (16)	12 In Figures	Not Applicable
		In Words	
		14 In Figures	
		In Words	
		15 In Figures	
		In Words	
		16 In Figures	
		In Words	

APPROVED TENDER DOCUMENT

CHIEF MANAGER
SUPPLIES & MATERIAL MANAGEMENT

A separate list shall be annexed to this Schedule giving the description of individual items of spares with their FOB and CPT value, if so required in the Bid specifications.

Country of Origin :

Make :

Bid Validity :

Port of Loading : (Sea/ Air).....

Delivery Period :

Name & Address of Local Agent :
.....
.....

VAT Registration No. of Local Agent:

Telephone No./ Nos. of the Local Agent :.....

Fax No/Nos. of the Local Agent:

Principal Supplier and Address:
.....
.....

Telephone No./Nos. of the Principal Supplier:

Fax No./Nos. of the Principal Supplier :

Payment Terms:

Beneficiary's Bank Details:
.....
.....

Bids are submitted as above, having examined the Conditions of bid specifications and having furnished the stipulated Bid Bond.

.....
Signature of Bidder

Date:.....

Name & Address of Bidder :

Telephone No:

WITNESSES

Fax No:

01.

Company Seal

02.



LETTER OF ACCEPTANCE OF THE BID

Dear Sir/Sirs,

BID FOR THE SUPPLY OF 03 NOS. OF SENSOR MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL ENGINES

Reference your offer No..... dated submitted on behalf of your Principals M/s.....for the supply of the above. We are pleased to inform you that we have decided to award this bid to you/your Principals for the supply of the above-mentioned goods at a total cost of FOB/CPT and agency commission of Rs.....subject to submission of a Performance Bond equivalent to 10% of the total C&F value, in terms of clause of the Condition of Contract of the bid.

Performance Bond in the format attached shall remain valid up to to cover the delivery period requested, documentation, warranty period etc.

Please be good enough to submit us a fresh Pro-forma Invoice valid for 30 days from the date of issue of the Performance Bond including FOB and CPT SEA/AIR prices along with the Performance Bond within days of this letter to enable us to enter into a contract with you/establish Letter of Credit in favour of your Principals/issue a purchase order.

Yours faithfully,
SRI LANKA PORTS AUTHORITY,

**CHIEF MANAGER
(SUPPLIES & MATERIAL MANAGEMENT)**

FORM - A

BID BOND

TO:

Sri Lanka Ports Authority
Supplies & Material Management Division
No. 45, Leyden Bastian Road
Colombo 01
Sri Lanka.

Sirs,

We the undersigned Bank in order to allow M/s.
(name and address of the Bidder) to submit a Bid Proposal for the supply of
.....for the Sri Lanka Ports
Authority waiving all objections and defenses on the part of the said
M/s.....(Name of the Bidder) or any Third Party,
hereby irrevocably and independently guarantee to pay you on demand and without reference to
the Bidder an amount upto a total sum of We shall effect payment to
you against your statement to the effect that the Bidder :-

- a. has withdrawn his bid after the closing of bids and before the expiry of its validity period of One Hundred and Twenty (120) days;
- b. being the successful Bidder has failed to enter into a written contract with the Sri Lanka Ports Authority in accordance with the bid submitted and award made;
- c. being the successful Bidder has failed to give the bond or bonds that may be required for the faithful performance of the contract. It is fully understood that this guarantee takes effect from the date of the closing of the bid on and shall remain valid for a period of One Hundred and Twenty (120) days thereafter and during the period of any extension thereof that may be agreed upon **BETWEEN** the Sri Lanka Ports Authority **AND** the Bidder.

Notwithstanding anything to the contrary, if the Bidder is successful in his bid, this guarantee shall remain in full force and effect after the period of One Hundred and Twenty (120) days until the Bidder shall have entered into the contract and furnished the necessary Performance Bond. All claims under this guarantee must be submitted to us within Fourteen (14) working days after the expiry date.

It is understood that you will return this guarantee to us on its expiry provided that no claim is payable, but if a claim is payable, this guarantee will only be returned after settlement of the total amount claimed herein.

Dated this day of202...

Signature in the capacity of
duly authorized to sign for and on behalf of

FORM-B

FORM OF PERFORMANCE BOND

TO: The Sri Lanka Ports Authority, Supplies & Material Management Division, No. 45, Leyden Bastian Road, Colombo 01, Sri Lanka.

(NAME OF PURCHASER)

WHEREAS :- **(Name of Supplier)**

hereinafter called "The Supplier" has undertaken, in pursuance of bid No. Dated20... hereinafter called "The Bid" to supply

(Description of Goods and Services)

AND WHEREAS it has been stipulated by you in the said Bid that the supplier shall furnish you with a Bank Guarantee by a reputed Bank acceptable to the Sri Lanka Ports Authority for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Bid.

AND WHEREAS we the a Banking Corporation.....incorporated under the and having its registered office at in consideration of such undertaking as aforesaid, have agreed to give the supplier a Guarantee, **THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, upto a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, at Colombo and without reference to the supplier upon your first written demand declaring the supplier to be in default under the bid and without cavil or argument, any sum or sums within the limits of..... (Amount of the Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

We specifically agree that you shall be at liberty either in one action to sue us and the said Supplier or any other person or persons jointly and severally or to proceed in the first instance against us only and further that we hereby expressly renounce our right to claim that the said Supplier should be excused or proceeded against action by the first instance and the right to claim that you should recover from us a pro rata share of the amount claimed and all other rights, benefits and privileges to which Guarantors or Sureties are may in law be entitled, it being expressly agreed and understood that we shall be liable in all respects hereunder as principal debtor to the extent aforementioned including the liability to be sued before recourse is had against the Supplier. Provided however, that in case the Bank shall have before the said extended the period of validity of the bond upto any date subsequent to the said day of..... then the proceeding provisions of this clause shall stand amended and read as if the date to which the Bond is so extended had been inserted at the time where-ever in the proceeding provisions of the clause the said dateoccurs, and this Bond shall have force accordingly.

This Guarantee is valid until theday of 20....

SIGNATURE AND SEAL OF THE GUARANTORS

.....
.....

Date :

Address:
.....
.....
.....

SUPPLY OF 03 NOS. OF SENSOR MULTIPLEXING UNITS FOR WECS 2000 ENGINE CONTROL SYSTEM OF WARTSILA W26 SERIES MARINE DIESEL ENGINES

TO
THE SRI LANKA PORTS AUTHORITY
FORM OF AGREEMENT (SPECIMEN)

THIS AGREEMENT made thisday of
Two Thousandbetween THE SRI LANKA PORTS AUTHORITY, an authority duly established under the Sri Lanka Ports Authority Act No.51 of 1979 and having its principal place of business at No. 19 Chaithya Road, Colombo 1 (hereinafter referred to as the "Purchaser" which term or expression as herein used shall as and when the context so required or admits of construction, mean and include the said "Purchaser" its successors and permitted assigns) of the ONE PART and
..... (hereinafter called and referred to as the "Supplier" which term or expression as herein used means and includes the said
..... its successors and permitted assigns) of the OTHER PART.

Whereas the Purchaser is desirous of entering into a contract with the Supplier for the Supply of
..... to the Sri Lanka Ports Authority and has accepted a Bid by the Supplier for the execution and completion of the supply of such item (s)/equipment.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed as follows:

1. 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 execute and complete the supply in conformity in all respects with the provisions of the Contract.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) The Form of Bid
 - (b) The Appendix to Form of Bid
 - (c) The Instructions to the Bidders
 - (d) The Conditions of Contract
 - (e) The Letter of Acceptance of Bid
3. The Purchaser hereby covenants to pay the Supplier at the times and in the manner prescribed by the Contract in consideration of the execution and completion of the supply of
..... at the contract price

4. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.

IN WITNESS WHEREOF the SRI LANKA PORTS AUTHORITY and have caused their common seals to be affixed to these presents and to two others of the same tenor and date at the place and on the dates hereinafter mentioned.

The common Seal of the Sri Lanka Ports Authority is hereunto affixed at Colombo on this day of Two Thousand in the presence of and who do hereby attest the sealing thereof.

.....
CHAIRMAN

.....
MANAGING DIRECTOR

WITNESSES:

Signature	Signature
Name	Name
Address	Address

The Seal of M/s is hereunto affixed at Colombo on this day of Two Thousand in the presence of the and who do hereby attest the sealing thereof.

WITNESSES:

Signature	Signature
Name	Name
Address.....	Address.....

FORM - D

.....
.....

.....
(Name and address of the
Principal supplier)

Tel No:

Fax No:

Date:

CERTIFICATE OF WARRANTY (SPECIMEN)

Name of Equipment:

Model No:

Serial No:

Sri Lanka Ports Authority Bid No:

The above equipment supplied by us to the Sri Lanka Ports Authority carries a warranty for a period of 365 days from date of commissioning in Sri Lanka against defects arising as a result of poor workmanship inferior quality of materials used in the manufacture and or any other defects which are not originated as a result of incorrect handling or faulty operations by the Purchaser.

We undertake to make good all such defects at our own expenses.

.....
(Name and Designation of
authorized signatory)

Name and address of Local Agent:

.....
.....
.....
.....

Tel No:

Fax No:

FORM - E

COMPANY NAME
(ADDRESS)

PRO-FORMA INVOICE

**CHIEF MANAGER (SUPPLIES & MATERIAL MANAGEMENT),
SRI LANKA PORTS AUTHORITY,
NO: 45, LEYDEN BASTIAN ROAD,
COLOMBO - 01,
SRI LANKA.**

Invoice No:
Date:
Country of Origin:
Payment Terms:
Port of Loading:

No.	Part No.	Description	Qty	Unit Price	Total Price (Currency)
01.	xxxxxxx	xxxxxxxxxxxx	xxxx	xxxxxxx	xxxxxxx
02.	xxxxxxx	xxxxxxxxxxxx	xxxx	xxxxxxx	xxxxxxx
Total Ex-works Price (in foreign currency) - (A)					xxxxxxx
Inland transport and any other charges additional to Ex-works Price (in foreign currency) - (B)					xxxx
Total FOB (in foreign currency) - (A+B)					xxxxxxx
Freight Air/ Sea (in foreign currency) – indicate a single mode of freight - (C)					xxxx
TOTAL CPT (in foreign currency) - (A+B+C)					xxxxxxx
Cost of the Training (in foreign currency) if applicable					xxx
Cost of the Testing & Inspection(in foreign currency) if applicable					xxx
Cost of the MGC/SGS (in foreign currency) if applicable					xxx

Make :
Delivery Period :
Validity Period :
FCL/ LCL :

No. of Packages :
Net Weight (Approx) :
Gross Weight (Approx) :
Dimension :
Volume (Approx) :

Bank Details

Name of the Bank :
Address of the Bank :
.....
.....
Swift Code(If any) :
Account Number :
Account Name :
IBAN Number :

Manufacturer's Genuineness Certificate and 01 year Performance Warranty Certificate will be provided.

.....
Company Seal

.....
Signature

**Sensor Multiplexing Unit for WECS 2000 Engine Control System of Wartsila W26 Series
Marine Diesel Engines**

SPECIFICATIONS:

Specifications for the spare part are as follows,

**Under mentioned spare parts shall be programmed to install in Wartsila 8L26A
Diesel Engines having following serial numbers**

**Engine Make and Model : Wartsila 8L26A
Engine No : 26734, 26735
Vessel : MT Suranimala (NC 177) Constructed by Colombo Dockyard
LTD in 2004**

Item	Part No	Description	Quantity
1	5160-178	Sensor Multiplexing Unit (Position 02)	03

Certificate confirming that the supplied items are properly programmed for Wartsila Diesel engine having above particulars shall be submitted with the offer.

Test certificate of the spare part shall be supplied with delivery of the item.