



**JAYA CONTAINER TERMINALS LTD
COLOMBO 15**

BIDDING DOCUMENTS

FOR

**SUPPLY OF ENGINE DRIVEN PUMP UNIT FOR PUMPING OF
MARINE GAS OIL AT JAYA CONTAINER TERMINALS LTD**

JCT/DPC/2023/009

**CHAIRMAN
DEPARTMENT PROCUREMENT COMMITTEE
JAYA CONTAINER TERMINALS LTD
69, WALLS LANE,
COLOMBO 15.**



JAYA CONTAINER TERMINALS LTD

INVITATION FOR BIDS

ENGINE DRIVEN PUMP UNIT FOR JAYA CONTAINER TERMINALS LTD

Jaya Container Terminals Limited (fully owned by Sri Lanka Ports Authority) now invites sealed bids from reputed companies of Sri Lanka to Supply, installation & commissioning of an Engine driven pump unit which is used to pumping of marine Gas oil for the premises located at Colombo Oil Bank, No. 69, Walls Lane, Colombo 15.

Relevant Bid forms and information leaflets can be obtained from the Finance Division on payment of non-refundable deposit of Rs.5000/= (inclusive taxes) from 17/11/2023 to 07/12/2023 between 09.00 am to 03.00 pm during office hours. Every bid should be accompanied with a Bid Security of Rupees Four Hundred Thousand (Rs.400,000/-) valid for 120 days from the date of bid opening.

Completed bid documents should either be sent registered post addressed to “Chairman, Department Procurement committee, Jaya Container Terminals Limited, No. 69, Walls Lane, Colombo 15” or placed in the tender box kept at the Finance Division of JCT Limited to be received on or before 02.00 pm on 08/12/2023. Late bids will be rejected and bids will be open soon after closing. Pre bid meeting and site visit will be held on 28.11.2023 at 10.30 a.m. The relevant cover containing the bid should be marked “Bid for Engine driven pump unit” at the left side top corner.

**CHAIRMAN
DEPARTMENT PROCUREMENT COMMITTEE
JAYA CONTAINER TERMINALS LIMITED**

No.69, Walls Lane,
Colombo 15
Contact: 0112540045/0701327648

JAYA CONTAINER TERMINALS LTD

BID NO: JCT/DPC/2023/009

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FORM OF BID

The Chairman,
Department Procurement Committee (JCT Ltd)
Jaya Container Terminals Limited

BID FOR ENGINE DRIVEN PUMP UNIT FOR THE JAYA CONTAINER TERMINALS LTD

(Ref: File No. JCT/DPC/2023/009)

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the “Information and Instructions to Bidders and Terms and Conditions of Bid” pertaining to the above Bid, along with Schedules there to, do hereby undertake to Services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of Rupees.....(In figures)
.....
..... (in letters).The makeup of the aforesaid total Bid Price is given in the accompanying Price Schedules.

2. I/We confirm that this offer shall open for acceptance until and that it will not be withdrawn or revoked prior to that date.

3. I/We submit hereto the following documents as part of my/our bid

	Page Nos.
1. Covering letter (if any)
2. Bid Security –
3. Past records of supply and certificates from relevant authorities
5. Certificate of Registration with the Registrar of Contracts (If the Bid Value exceeds Rs. 5 million)
4. Any other applicable documents.

4. I/We, understand that you are not bound to accept the lowest bid and that you reserve the right to reject any or all bids or to accept any part of a bid without assigning any reasons therefor.

5. My/Our Bank reference is as follows:.....

Date:.....

Signature of Bidder

Name of Bidder (Company Name):.....

Postal Address:.....

E-mail Address: Fax..... Telephone No.....

Bid Deposit Receipt No.....

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 documents will be issued by Finance Division, Jaya Container Terminals Ltd, 69, walls lane, Colombo 15, up to 3.00 Pm on 07/12/2023 on payment of a non-refundable document fee of Rs. **5,000/-** (Including VAT) per bid.

Each bid form comprises:

- (a) Form of Bid
- (b) Instructions to Bidders
- (c) General conditions of Contract
- (d) Price Schedule
- (e) Specifications
- (f) Form of Letter of Acceptance of BID
- (g) Form of Bid Bond
- (h) Form of Performance Bond
- (i) Form of Warranty Bond
- (J) Form of Agreement
- (k) Form of Warranty

03. MODE OF BID:

Bid should be submitted in duplicate. The Bid must be accompanied by a Bid Bond separately each as per form 'A' attached, in favour of Jaya container Terminals Ltd for Rs. 400,000.00 (Four Hundred Thousand) valid for a period of Hundred and twenty (120) days from the date of closing of bids and during the period of any extension thereof that may be agreed upon **BETWEEN** the Jaya container terminals Ltd 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 Jaya Container Terminals Ltd and in which event the Bid Bond of such successful bidder shall remain in full force and effect after the said period of Hundred and twenty (120) days or any extension thereof until the bidder has entered into a contract and furnished the necessary Performance Bond.

The **Jaya Container Terminals Ltd** has the right at any time to request in writing to any or all bidders to extend their 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 **Jaya Container Terminals Ltd**. Bid Bonds submitted by unsuccessful bidders shall be returned on award of the bid. Bid Bonds shall also be returned if the bid is cancelled.

03.1 The Bid Bond required shall be furnished by the bidders 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)

The Bid Bond as per the form 'A' attached to this bid 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:

Cash Bid Bonds also 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 "Bidding for Engine driven pump unit" (Please indicate Bidding No., Closing Date and Time) on the left hand top corner and addressed to the Chairman, Department procurement committee, Jaya container Terminals Ltd, 69, Walls lane, Colombo 15, Sri Lanka.
- 03.3 One set of bid documents must be used for making only one offer on this bid.
- 03.4 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, INSTALLATION & COMMISSIONING OF AN ENGINE DRIVEN PUMP UNIT in this procurement.
- 03.5 Any Bidder, if 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 envelops and shall be submitted as individual bids.

04. CLOSING DATE :

Bid should be sent by post under registered cover, so as to reach the **Chairman, Department Procurement committee, Jaya Container Terminals Ltd, No 69, Walls Lane, Colombo 15, Sri Lanka not later than 14:00 hrs. on 08/12/2023.** Bidders if they so desire may deposit the bid in the tender box provided for the purpose at the office of the **Finance Division, Jaya Container Terminals Ltd, No. 69, Walls Lane, Colombo15, Sri Lanka not later than 14:00 hrs. On 08/12/2023.** The Department Procurement Committee shall not take any responsibility for bids lost in the post and shall **not accept late bids** under any circumstances.

05. OPENING OF BIDS:

- 05.1 Bids will be opened at **14:00 hrs. on 08/12/2023**
At the office of the Chairman - Colombo Oil Bank
No 69, Walls Lane,
Colombo 15.
- 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 authorized representatives at the time of opening of the bids and not thereafter.

06. VALIDITY OF BID :

All bids shall be valid for a period of Ninety (90) days from the date of closing of bids.

07. PRICES:

07.1. Price shall always be entered and signed in the form "SCHEDULE OF PRICES" Contained in this bidding Document. The price quoted should be for the Supply, installation & commissioning and maintenance within the agreed period and be net price after allowing all discounts. The VAT payable on account of this work should be indicated separately with the VAT registration number. The net price should cover travelling and any other expenses that will be incurred on installation work and on any maintenance work carried out during warranty period. Failure to provide the net price may result in a bid being considered as a non responsive bid. The schedule of prices are not entered in this manner will be rejected.

07.2 Any alternations or erasures should be authenticated by the bidder as otherwise the offer will be liable to be treated as unacceptable and rejected.

07.3 The price quoted should be written clearly in ink or typewritten and must be in figures and repeated in words. If there be any discrepancy between unit rate and Line items total, the unit rate will govern.

07.4 The bid price shall include the cost of any samples, packing including cases, materials and labour.

07.5 Service charges after the period of 24 months of warranty offered by the bidder should also be stated in the offer.

08. POWER TO ACCEPT OR REJECT BIDS:

The Department Procurement Committee reserves 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 schedule of against each item or part. Department Procurement Committee is not liable and not bound to accept the lowest priced bid(s).

09. NOTICE OF ACCEPTANCE OF BID:

Acceptance of bid will be communicated by fax and confirmed in writing by registered post to the successful bidder to the address given by him in the bid 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, Department Procurement Committee, Jaya container Terminals Ltd, No. 69, walls lane, Colombo 15, Sri Lanka.**

10. PROOF OF ABILITY:

10.1) Bidders should be prepared to produce documentary evidence of ability to carry out the supply, installation commissioning and maintenance for which bids are invited if called upon to do so ,before the bid is awarded to them.

10.2) Bidders should be prepared to disclose reference sites, the contact persons and other information on their installations which will be kept confidential by the Procurement Committee.

10.3) Bidders should be prepared to produce copies or originals of certificates and agreements pertaining to the bid, which will be kept confidential by the Department procurement committee.

11. INFORMATION TO BE SENT WITH BID:

- Profile of the company
- Certificate of Incorporation
- Company's Audited financial statements for last 03 years
- All bidders are compulsory to submit technical details, certificates & other parameters as requested in Tender specification sheets.
- A minimum of five (05) references from entities to which similar capacity Engine pump were supplied during last three (3) Years
- Submission of PCA 3 form
- All Bidders must participate site visit before submitting the bid document

Pre bid meeting and Site visits will be scheduled on 28th of November 2023 at 10.30 am conducted by Head of Engineering, (Telephone No.0112540045) .

Bidder should have forwarded relevant certificates, sufficient descriptive information, drawings and technical literature and data in ENGLISH LANGUAGE as mentioned under “**specifications**” Bids submitted without those certificates & information will be treated as incomplete and are liable to be rejected.

- 12.** Bidders must acquaint themselves fully with the conditions of contract. No plea of lack of information or insufficient information will be entertained at anytime.
- 13.** Any further information required by Bidders can be obtained on application from the Office of the **Head of Engineering, Jaya Container Terminals Ltd, No. 69, walls lane, Colombo 15, Sri Lanka. (TEL: 2540040-5, FAX 2540042)**
- 14.** A Bidder is liable to be rejected unless all the conditions laid down herein have been strictly fulfilled.

15. INDUCEMENTS FROM BIDDERS

The Department Procurement Committee shall reject a bid if the prospective/ successful bidder gives or agrees to give, directly or indirectly to any Officer or Employee of Jaya Container Terminals Ltd. a gratification/gift in any form as an inducement with respect to an act or decision of or procedure followed by the Jaya Container Terminals Ltd. with regard to this bid. Such rejection of a bid shall be recorded and communicated to the relevant party promptly.

16. VALUE ADDED TAX ON PAYMENTS MADE LOCALLY:

Bidders are required to give their VAT Registration No (if available) in the space provided in page Nos.13 of this bid document. If a bidder is not registered for VAT he should attach a letter from the commissioner General of Inland Revenue to the effect that his company is not registered under VAT.

17. WARRANTY:

- 1) The supplier guarantees to the **Chairman, Jaya Container Terminals Ltd** that the goods supplied under the contract will comply strictly with the requirements of the contract. The supplier shall further guarantee that all materials furnished by the supplier will be new, merchantable of the most suitable grade and fit for their intended purposes.
- 2) All equipment, materials supplied under this Bids shall be new and original from the manufacture's plant. Used materials/equipment will not be acceptable.
- 3) The warranty Agreement should be entered into with **Jaya Container Terminals Ltd**.
- 4) The warranty agreement of all systems shall remain valid for a period of 24 months after commissioning of operation. Any maintenance during this period must be done at the site and it must be done free of charge. I.e. traveling and other expenses will have to be borne by the bidder. Failure to provide the 24 month comprehensive warranty period, covering all the expenses, may result in the bid being considered as a non-conforming bid.

18. GENUINNESS OF GOODS SUPPLIES

Engine driven Pump set supplied on this bids should be accompanied by standard certificate from the manufacturer of the engine pump unit and to the effect that they are genuine. Inspection certificate also to be submitted along with manufactures certificate.

- 19.** Accepting, soliciting or offer of bribes is punishable under law and please contact following officers for any complaints or clarifications of this nature on the purchase to be made by Jaya Container Terminals Ltd.

Chairman Tel.No. 0112527901

CONDITIONS OF CONTRACT

01. MODE OF PAYMENT:

The Full payment will be made by a cheque on successful completion of supply, installation and commissioning of the Engine driven Pump unit to the satisfaction of the Jaya Container Terminals Ltd. Requests for advance payments are not entertained.

02. 2.1 PERFORMANCE BOND:

The successful Bidder shall at his cost and expense deposit with the Finance Division, Jaya container Terminals Ltd within **fourteen (14)** working days of the date of notice of award of the bid, in the form of a Bank Guarantee as given in Form `B' attached here to the Jaya container Terminals Ltd for the due performance of the contract in a sum equivalent to ten percent (10%) of the value of the Pump unit. This bond shall be payable on demand and valid for a period of 09 (Nine) months after successfully and satisfactory execution of the bid. In the event of default on the part of successful bidder, resulting in breach of contract condition the Jaya Container Terminals Ltd may by written notice terminate the contract and proceed to collect the performance Bond without prejudice to any further action that may be deemed necessary against the successful Bidder.

2.2 WARRANTY BOND

The successful bidder should give a warranty bond during the warranty period as per the warranty agreement of the bid document. Warranty bond should be in favor of the Jaya Container Terminals Ltd, in the Form of a bank guarantee as given in form "C" attached here a sum equivalent to ten percent (10%) of the total amount of bid. This bond shall be payable on demand and valid for a period of 24 months w.e.f the commissioning of engine driven pump unit and before final payment issued by JCT Ltd. In the event of default or in breach of warranty condition, the Jaya Container Terminals Ltd may inform by written notice and collect the warranty bond without prejudice to any further action that may be deemed necessary against the successful bidder.

Note:

After the Supply and commissioning of the Engine pump unit, Bidder can convert the Performance bond to a warranty bond in accordance to warranty agreement.

03. COMPLETION OF CONTRACT WITHIN AGREED PERIOD:

The successful bidder shall fulfill all the requirements as mentioned in specification sheets. On failure to do so Chairman, Jaya container Terminals Ltd shall have the right of collecting the Performance Bond without prejudice to any other claims that may be lodged in this regard.

04. FORCE MAJEURE:

The bidder is not responsible for delay or non-performance of his contractual obligations, and the **Jaya container Terminals Ltd** 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, and acts of Government, Public enemy or epidemics.

05. PROOF OF ABILITY

Bidders must be prepared to submit documents or other evidence of their ability to carry out the contract if called upon to do so by Jaya container Terminals Ltd, and other factors such as experience, after sales services etc.

06 THE CONTRACT:

The successful bidder shall if so required by the Jaya Container Terminals Ltd enters into a formal agreement with the Jaya Container Terminals Ltd. But if no agreement is entered into the bid and these conditions of bidder together with the acceptance thereof of the Jaya Container Terminals Ltd will constitute a binding contract between the Jaya Container Terminals Ltd and the successful bidder.

07 CONTRACTING PARTY RESPONSIBLE:

All transactions of the Jaya Container Terminals Ltd with any bid will be on the sole basis and understanding that the bidder is the party fully answerable and liable to the Jaya Container Terminals Ltd in respect of and in connection with his bid.

08 JAYA CONTAINER TERMINALS LTD ENTITLED TO DAMAGES:

If the successful bidder makes default in the supply of materials/goods or otherwise commits a breach of any of the terms of the contract, he shall be liable to pay the Jaya Container Terminals Ltd all losses, damages and expenses incurred by the Jaya Container Terminals Ltd in consequence of such default or breach.

09 OTHER OBLIGATIONS OF THE SUCCESSFUL BIDDER

Certificates as to quality and /or quantity, analysis reports etc. shall be furnished by the successful bidder if so required by the Jaya Container Terminals Ltd from an independent authority named (appointed) by the Jaya Container Terminals Ltd but no such document shall in any way prejudice the rights of the Jaya Container Terminals Ltd to reject material/goods which in its view are not suitable for the purpose intended or do not conform to the specifications.

10 If by reason of any default on the part of the successful bidder or due to the failure of the successful bidder to comply with any or all of the terms and conditions herein set forth, Jaya Container Terminals Ltd incurs any expenditure, loss or damage, such successful bidder shall forthwith, reimburse Jaya Container Terminals Ltd in respect of all such expenditure, loss or damage. In the event such reimbursements are not made, the successful bidder concerned shall be liable to be blacklisted, without prejudice however, to the legal rights and remedies that may be available to the Jaya Container Terminals Ltd.

11 FIRE PREVENTION:

The successful bidder shall take all necessary precautions to prevent damage to any property of the Jaya Container Terminals Ltd , due to fire while fulfilling his obligation of the contract within the Jaya container Terminals premises.

12 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 Jaya container Terminals Ltd may make from time to time.

13. INDIVIDUALS NOT PERSONALLY LIABLE:

No Director or Officer or an employee of the Jaya container Terminals Ltd 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.

14. ARBITRATION:

If at any time any question, dispute or difference of opinion shall arise between the Jaya Container Terminals Ltd 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.

15. 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.

16. SPECIAL CONDITIONS:

16.1 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 page no. 3 and Price Schedules of the bid Document and return the document along with the bid to the Chairman, Department Procurement committee, Jaya container Terminals Ltd, 69, walls lane, Colombo 15.

- 16.2**
- i.** The bidder shall complete and initial each of the pages of the Specification sheets.
 - ii.** A bid is liable to be rejected if the Bill of quantity and/or Part **thereof** are found to be incomplete in any respect.

17. JURISDICTION:

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

18. PATENT RIGHTS CLAIMS:

The bidder shall fully indemnify or defend at his own cost the Jaya Container Terminals Ltd 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 Jaya container Terminals Ltd of the goods supplied. Further,

the bidder shall agree to pay and discharge any sums payable in satisfaction of judgements or decrees arising therefrom.

19. DELIVERY WITHIN AGREED PERIOD

19.1 Should the bidder anticipate a delay at any time during the execution of the delivery of the materials/goods within the time specified in his bid, he shall at once give notice accordingly in writing to the Chairman, Jaya Container Terminals Ltd explaining the cause for the delay.

19.2 In the case of delay, the Chairman, Jaya Container Terminals Ltd shall have the option of either granting an extension or terminating the contract and collecting the performance Bond without prejudice to any other claims that may be lodged in this regard.

19.3 If an extension is granted, the bidder shall affect delivery within such extended period. On failure to affect delivery within such extended period the Chairman, Jaya Container Terminals, will have the right of terminating the contract and collecting the performance bond without prejudice to any other claims that may be lodged in this regard.

19.4 The bidder effecting delivery after the expiry of the extended period will be subject to liquidated damages of one percent per week of the value of any supply which may be in arrears, recoverable from the performance bond.

20. AGREEMENT:

The successful bidder shall if so required by the Jaya container Terminals Ltd enter into a formal agreement with the Jaya Container Terminals Ltd 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 Jaya container terminals Ltd, is acceptance thereof will constitute a binding contract between the Jaya container Terminals Ltd and the successful bidder.

SCHEDULE OF PRICES

BID NO. :JCT/DPC/2023/009

Description of items: Supply, Installation & Commissioning of a Engine driven pump unit.

Price Details:

No.	Description	Amount in Rs.cts.	
		In Figure	
1.	Cost for Supply, installation & commissioning of an Engine driven pump unit.(without VAT)	In Figure	
		In Words	
2	Cost for modification of existing pipe lines arrangement & modification Engine pump bed as described under speciation with including all relevant materials	In Figurer	
		In Words	
	Total cost including item No 1 & 2	In Figurer	
		In Words	
3	15% VAT if applicable	In Figures	
		In Words	
4	Total cost for item 1 & 2 inclusive of VAT for Supply, installation & commissioning of a Engine driven pump unit	In Figures	
		In Words	

VAT Registration number of the bidder:

Delivery period (After placing the Purchase Order):.....

.....
SIGNATURE OF THE BIDDER

.....
DATE

Name of Bidder :.....

Address :.....

Telephone No. : Fax No:.....

NOTES:

- 1. QUOTATIONS NOT GIVING PRICES IN THIS SCHEDULE WILL BE REJECTED.**
- 2. THE TOTAL PRICE GIVEN FOR EACH ITEM SHOULD BE THE NET TOTAL PRICE TAKING ALL DISCOUNTS INTO ACCOUNT. DISCOUNTS GIVEN SEPARATELY WILL NOT BE CONSIDERED IN EVALUATION OF THE BID.**

SPECIFICATIONS FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ENGINE DRIVEN PUMP UNIT FOR PUMPING OF MARINE GAS OIL .

Jaya Container Terminal (JCT) Ltd; of Sri Lanka Ports Authority (SLPA) intends to install a floor mounted Engine driven Pump in the pump house at Bloemendhal Tank farm for pumping of Marine Gas Oil from Colombo Oil Bank to South (Oil) Jetty at SLPA

The main pipe line system has been already installed & the distance between proposed pump & end point of pipe line is 1800 meters. The bidders are advised to inspect the site before forward the offer.

This specification covers the general requirement of design, manufacture, supply, delivery, installation, testing and commissioning of engine driven pump unit.

All the specifications of the offers shall be clearly filled under the column as “Tenderers specification”. The offers submitted with the blank schedule or “v “marks against the specifications will not be considered at the evaluation.

1. DETAILS OF THE PRODUCT TO BE PUMPED

1	Product Type	Marine Fuel Oil of Diesel
2	Product Density	837Kg/m ³
3	Product Temperature at Storage	35 °C
4	Ambient Temp.	35°C

2. PIPING DETAILS OF THE SUCTION SIDE

1	Pipe Diameter	250mm
2	Required Flange size @ pump	250mm
3	Length of Pipe	300 m
4	No. of Bends	7
5	No. of Valves	4

3. PIPING DETAILS OF THE DELIVERY SIDE

1	Pipe Diameter	200 mm
2	Required Size of Flange @ pump	200 mm
2	Length of Pipe	2200 m
3	No. of Bends	30
4	No. of Valves	4
5	Static Lift (Head)	15m
6	Coriolis Type mass Flow Meter	01

4. MAXIMUM SPACE AVAILABLE AT THE BED TO INSTALL THE ENGINE PUMP UNIT

1	Available Length	10 feet
2	Available Width	5 feet

The offered Pump shall be of well proven design for required capacity & all Equipments shall be durable, Corrosion resistant and easy to operate. The system shall perform the following major requirements & specifications

1.SPECIFICATIONS OF PUMP

1) THE PUMP

No.	Description	JCT Ltd;'s Requirement	Bidder's Response
1.1	Make	To be stated	
1.2	Model	To be stated	
1.3	Country of origin	To be stated	
	Country of Manufacture	To be stated	
1.4	Pump Type	Centrifugal, horizontal, double suction ,split case type	
1.5	Pump Flow Rate	Not less than 400 m ³ /Hr at the end point.	
1.6	Maximum Viscosity that can be pump	3.5Cst @ 40 C	
1.7	Speed in RPM	To be stated	
1.8	Pump pressure to meet required flow rate	To be stated	
1.9	Types of lubrication for the bearings & whether the bearings are fitted inboard or outboard.		
1.10	Type of seals		
1.11	Material for housing Internal	Should be high strength cast iron Shaft -High tensile steel Impeller -Bronze	

2). THE ENGINE

No.	Description	JCT Ltd;'s Requirement	Bidder's Response
2.1	Make	To be stated	
2.2	Model	To be stated	
2.3	Country of Origin	To be stated	
	Country of Manufacture	To be stated	
2.4	Engine Power (Minimum power should not be less than 140Kw)	To be attached method of calculation with considering of pipe length, No Bend and friction & other loses.	
2.5	Following facility should be incorporate with Engine and to be provided details in separate sheets.		
	Details of Couplings & Clutch		
	Details of Safety shut down system		
	Over speed protection system		
	Complete system should have a remote monitoring system including relevant software & its license		
	Details of Silencer		
	Details of radiator		
	Engine rpm , radiator water temperature , running hour , Oil pressure, oil low level indication , power and other relevant parameters should be indicate in Engine control panel.		
	Engine manual start/stop key switch shall be fixed on the generator control Panel.		
	Cooling method : Engine shall be water cooled type		
	Fault reset push button for engine alarms		
	Lamp test push button to test all indicator lamps		
	Engine Speed Control: The engine shall be equipped with a suitable governor which is controlled by the electronic governor controller		
	Engine Starting & stopping method:	The engine shall be electric start & stop by key switch, provided with a solenoid energized motor and in addition to key switch, a separate push button shall be provided to stop the	

		engine. alternative methods shall also be consider	
	Batteries:	The batteries shall be of lead acid type. The battery voltage shall be 12/24V DC. Batteries shall be charged by battery charger – battery charger should be supplied by the contractor	
	<u>Engine Protective Devices :</u>	The following engine protective devices shall be provided and the indicating lights shall be provided for use with each device specified.	
		Alarm system for high water temperature and low lubrication oil pressure by separate indicator lamps and buzzer.	
		Automatic engine shutdown for high water temperature and low lubrications oil pressure with separate indicator lamps.	
		Engine over speed automatic shutdown device to shut down the engine in case of engine over Speeding with separate indicator lamp.	
		Engine failed to start indicator light with buzzer.	
		Alarm for low coolant level by indicator light with buzzer.	
	Electronic Service Tool and Engine Management System:	If the engine is governed by Electronic governor or Electronic Fuel Injection by ECM a display unit to show engine status and performance data (current and Past), ECM fault codes, diagnostic and fault logging, resetting, adjusting engine parameters shall be provided. Further connecting cable and associated hardware to connect a PC to electronic governor or ECM and software to access electronic governor or ECM shall be provided.	
3	Local Agent and After Sales Support	There shall be a local agent for engine and pump with workshop facilities to undergo maintenance, major overhauls, etc of the engines with adequate spare parts stock. Contact details of local agent shall be provided.	

4	Engine Details		
		Engine (Diesel) Make /Model Country of Origin	
		Prime Power (Kw)	
		Fuel consumption (Ltrs/Kw@100% load)	
		Engine Governor/Governor controller (Engine shall be equipped with Electronic Governor system) Rating Make /Model Country of Origin	
		Fuel Tank capacity (Ltrs) (for 8 hrs at full load operation)	
		Lub Oil consumption (Ltrs/Kw)	
		Engine starter Motor Make /Model Country of Origin	
		Battery(12/24VDC) with trickle type charger	
		Battery charging alternator and battery charger	
		Dimension of complete set	
		Other relevant details	
		warranty	
		Availability of test report/Manufactures Genuineness certificates.	

3). COMMON TO PUMP & ENGINE

No.	Description	JCT Ltd;s Requirement	Bidder's Response
3.1	Types of mountings	Details to be Provided separately.	
3.2	Foundation Details	Details to be Provided separately.	
3.4	Fuel Tank	Capacity sufficient for 8 hrs. continuous operation @ full load	
3.5	Type of suction filter / strainer	Removable strainer/suction filter should be provided & fixed to the suction line; location as specified by JCT Ltd	
	Availability of Test report & manufactures Geniuses certificates	Should be provided	
	By pass line	By pass line with 4" valve should be in cooperate with complete units. (Pls refer attached drawing & scope of line fabrication details)	

	Two (02) Nos of Pressure gauge to read pressure of discharge & suction side.	Two (02) Nos of 6 inch Dial pressure gauge should be fixe on wall and connect with pump as to read pressure of suction & discharge side of the pump unit.	
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4). WARRANTY

No.	Description	JCT Ltd;'s Requirement	Bidder's Response
4.1	Warranty for the system	The supplier shall guarantee that the design, engineering and equipment supplied shall be free from defects and shall conform to specification. All defective material shall be replaced free of charge during the guarantee period which is 24 months from the date of commissioning.	

5). OTHER DETAILS TO BE PROVIDED

No.	Description	Bidder's Response
5.1	Product catalogs containing technical specification, options, features and functions, dimensional drawings, installation arrangements with proposed piping modifications shall be submitted with the bid.	Please provide separately with all necessary details
5.2	Operation and maintenance manuals containing installation procedures, spare part lists, fault finding guidelines etc. shall be supplied along with the equipment delivery.	

6). WARRANTEE FOR SPARES AND AFTER SALES SERVICE.

No.	Description	Bidder's Response
6.1	Tenderer shall guarantee the prompt availability of spares and services as and when required for a minimum period of ten (10) years from the date of commissioning and willingness to supply spare parts to Jaya Container Terminals Ltd.	Please provide separately with all necessary details
6.2	The tender shall quote for recommended spare parts and accessories necessary for the engine driven pump.	
6.3	Tender shall indicate the availability of local repair facility with the equipment.	
6.4	The contractor shall provide local service facility at any moment when required.	

7). GENERAL CONDITIONS

No.	Description	Bidder's Response
7.1	The tender shall submit documentary evidence of supplying and installation of minimum 05 Nos of similar type of products to the reputed organizations in Sri Lanka or abroad including list of customers/ references with contact details with product details.	Please provide separately with all necessary details

8). PRODUCT PERFORMER TEST BEFORE SHIPMENT AND OPERATIONAL TRAINING AFTER INSTALLATION

No.	Description	Bidder's Response
8.1	Product performance test should be done for complete unit(Engine +pump) with actual product of Gas oil at various temperature range (30 C to 46 C) and Flow rate. Test shall be done in front of Three including officers from Engineering section & technical evaluation committee nominated by Client (for one week) before shipment and all expenses such as Air fare, accommodation & inland transportation should be borne by Supplier. Method of Product performer Test should be attached with offer	
8.2	Officers nominated by client must be given comprehensive local training for servicing, testing of the engine driven pump set. Period to be not less than one week.	

9). INSTALLATION, TESTING & COMMISSIONING

No.	Description	Bidder's Response
9.1	The contractor shall install, test, commission and handover the Engine Pump at the Colombo oil bank in the presence of an officer nominated by client and shall prove the performances of all functionalities such as flow rates, Bearing temperature, vibrations & alignments etc.	
9.2	Test report for vibration & alignment (It should be carried out by reputed 3 rd party such as ITI , SGS ,Geo Chem, inter tech	

	ect..inspectors) should be forwarded	
9.3	Bearing temperature should monitor at least 10 working days with full load condition and should be verified as acceptable limits before release final payment.	
9.4	It necessary to modified existing lines arrangement at the main gantry as per given drawing with fixing of Gate valves (Required modification should be handle by contractor with including relevant steel pipes, valves and other accessories)	
9.5	Dismantling of existing engine pump and preparing of reinforcement concrete bed for new unit should handle by contractor Scope and other details given in Annexure 01 & 02	

10). PROJECT COMPLETION PERIOD

No.	Description	JCT Ltd;'s Requirement	Bidder's Response
10.1	Project Completion Period	To be not More Than 06 months from the Date of Award.	

Note : Bidders are advised to fill **Bidders response** column of above Tables. The offers which Fail to do so will not be considered.

Annexure 01

Scope for dismantling work, laying of new concrete bed and modification of platform

- Dismantling existing pump and engine unit and transfer to the location as directed by JCT Ltd.
- Demolishing existing 9'x3'x6" concrete bed and Placing of a new 10'x5'x6" reinforce M25 grade concrete bed.
- Demolishing existing brick wall and prepare 14"x14" opening for propose suction line. (Including masonry works).
- Renovate existing steel platform at main gantry subsequently completion of steel pipe line modifications .

Scope of modification of pump Suction Line

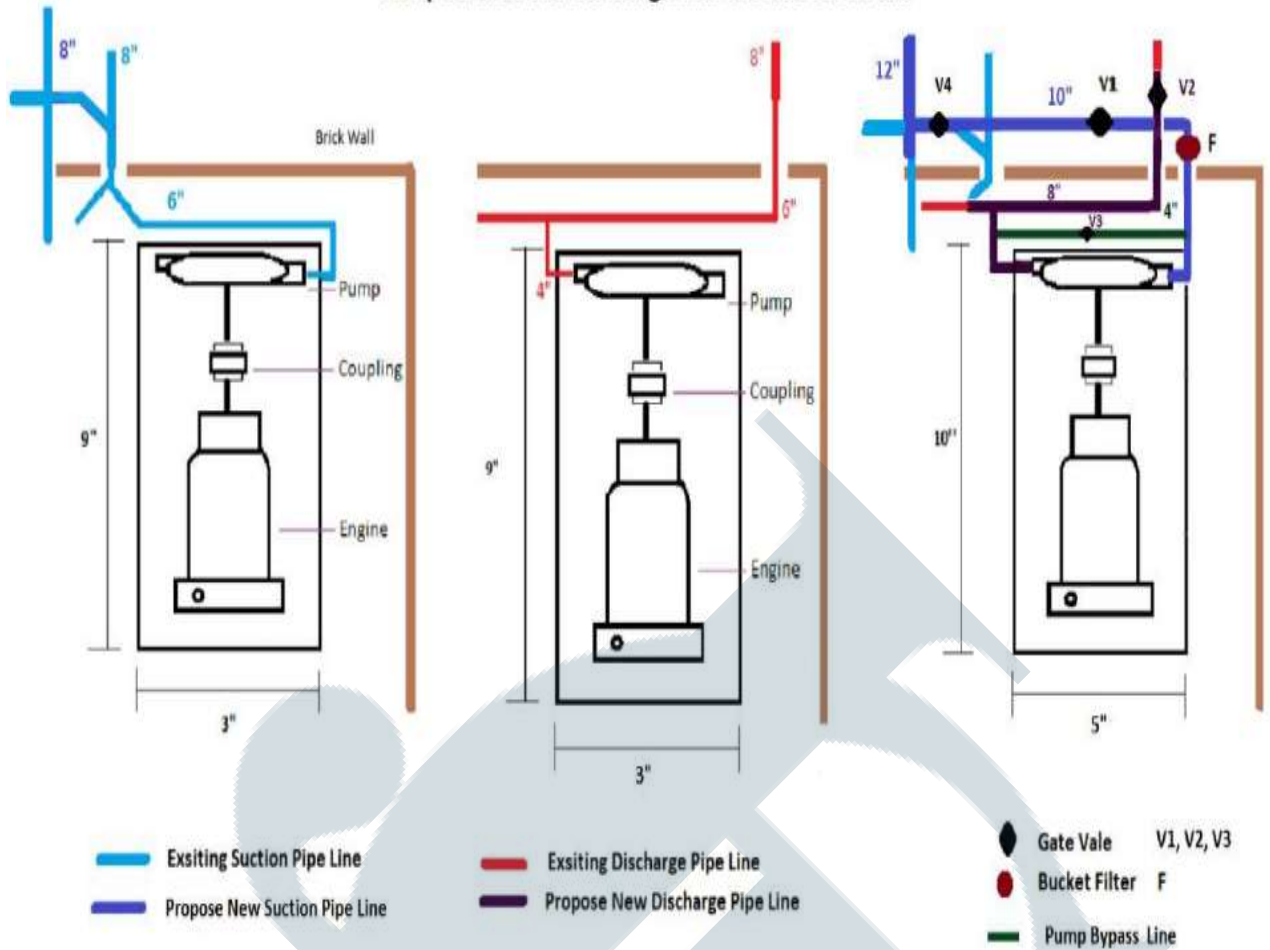
- Dismantling of existing 6" Dia Pump suction line and blank that cutting end. (Approx. 11' pipe length)
- Extend/Fabrication 10" suction line(Approximate 30feet) located at valve gantry up to suction flange of new pump. With Including 2 Nos. of 10" Cast Steel gate valve(speck as API 600, Class 150) and 10" Steel bucket filter (speck as API 600, Class 150)

Scope of modification of pump Discharge Line

- Dismantling of existing 6" Pump discharge line .
- Extend/fabricate 8" discharge line(Approximate 18 feet) located at valve gantry up to discharge flange of the pump. With Including 2 Nos. of 8" Cast Steel gate valve(API 600, Class 150).
- Fabricate the 4inch bypass line with 01 Nos. of 4" Cast Steel gate valve(API 600, Class 150) by connection with suction & discharge line

It is necessary to participate pre bid meeting and site visit before forwarding of the offer.

Pump Suction and Discharge Line Modification Plan



LETTER OF ACCEPTANCE OF THE BID

Dear Sir/Sirs,

BIDDING FOR

Reference your offer no..... Dated for the supply of the above.

We are pleased to inform you that we have decided to award this bid to you for Supply ,installation & commissioning of movable type motor driven pump unite at a total cost ofsubject to submission of a Performance Bond equivalent to 10% of the total value, in terms of clause no. 2 of the Conditions of Contract of the BID.

Performance Bond in the format attached shall remain valid up to to cover the contract period requested.

Please be good enough to submit us the performance Bond within.....days of this letter to enable us to enter into a contract Principals/issue a purchase order.

Yours faithfully,

JAYACONTAINER TERMINALS LTD

.....
CHAIRMAN

FORM - A

BID BOND

TO:

Jaya container Terminals Ltd
No 69, Walls Lane
Colombo 15
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 for the **JAYA CONTAINER TERMINALS LTD** 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 unconditionally upon receipt of first written demand and with reference to the bidder an amount up to 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 Hundred and twenty (120) days;
- b. Being the successful tenderer has failed to enter into a written contract with the Jaya Container Terminals Ltd 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 tender on And shall remain valid for a period of Hundred and fifty (150) days thereafter and during the period of any extension thereof that may be agreed upon **BETWEEN** the Jaya container Terminals Ltd **AND** the Tenderer.

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 Hundred and twenty (120) days until the tenderer 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 of..... 2023.....

Signature in the capacity ofduly authorized to Authorized to sign for and on behalf of.....

FORM B

FORM OF PERFORMANCE BOND

TO: The Jaya container Terminal Ltd, No69, Walls lane, Colombo15

WHEREAS: (Name of Supplier)

Hereinafter called "The Supplier" has undertaken, in pursuance of bid No.
Dated.....2023 hereinafter called "The Bid" to provide
.....

.....
(Description of Service)

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 Jaya Container Terminals Ltd 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, up to 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/or 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 up to any date
subsequent to the said day of then the preceding

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 preceding provisions of the clause the said date Occurs, and this Bond shall have force accordingly

This Guarantee is valid until the ... day of 2023

SIGNATURE AND SEAL OF THE GUARANTORS

.....

Date:

Address:

.....



FORM C

FORM OF WARRANTY BOND

TO: The Jaya container Terminal Ltd, No69, Walls lane, Colombo15

WHEREAS: (Name of Supplier)

Hereinafter called "The Supplier" has undertaken, in pursuance of bid No.
Dated.....2024 hereinafter called "The Bid" to provide
.....

.....
(Description of Service)

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 Jaya Container Terminals Ltd 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, up to 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/or 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 up to any date
subsequent to the said day of then the preceding

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 preceding provisions of the clause the said date Occurs, and this Bond shall have force accordingly

This Guarantee is valid until the ... day of 2024

SIGNATURE AND SEAL OF THE GUARANTORS

.....

Date:

Address:

.....



FORM – D

SUPPLY OF 01 NO . ENGINE DRIVEN PUMP UNIT

FORM OF AGREEMENT

THIS AGREEMENT made on this day ofTwo Thousand and..... between, **JAYA CONTAINER TERMINAL LIMITED** (PB 960), a Company duly incorporated in the said Republic having it's registered address at No. 19, Church Street, Colombo 01 and wholly owned by the Sri Lanka Ports Authority established under Act No. 51 of 1979 (hereinafter referred to as the "purchaser" which term or expression as herein used shall as and when the context so required, means and includes the said "purchaser" its successors and permitted assigns) of the ONE PART and M/s (hereinafter called and referred to as the "Supplier" which term or expression as herein used means and includes the said M/s, 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 01 no. Engine driven pump unit to Jaya Container Terminals Limited and has accepted a bid by the Supplier for the execution and completion of the supply of such item (s)/equipment / services.

NOW THIS AGREEMENT WITNESSTH 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 of Goods and Services in conformity in all respects with the provisions of the Agreement.
2. The following documents of the Bidding Document for Bidding No. **JCT/DPC/2023/009** attached here to shall be deemed to form and be read and construed as part of this Agreement, viz.

- a) The Instructions to the bidders
- b) The Form of bid
- c) The Letter of Acceptance of the bid
- d) The Conditions of Contract
- e) The Schedule of Prices
- f) The Specifications

3. The Purchaser hereby covenants to pay the Supplier at the times and in manner prescribed in the Conditions of Contract in consideration of the execution and completion of the supply of 01 no .Engine driven pump unit at the contact price of Sri Lanka Rs:inclusive of Value Added Tax amounting to Sri Lankan Rs:

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

IN WITNESS WHERE OF the Jaya Container Terminals Limited andhave 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 herein after mentioned.

The common Seal of the Jaya Container Terminals Limited is hereunto affixed at Colombo on thisday of Two Thousand andin the presence ofand..... 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

.....days of Two Thousand

and in the presence of the

..... and

..... who do hereby attest the

sealing thereof.

WITNESSES:

Signature:
.....

Signature:

Name:

Name:

Address:

Address:

FORM - E

Principal

.....
.....
.....
(Name and address of the
Supplier)
Tel No.
Fax No.
Date:

Certificate of Warranty (Specimen)

Name of Item:

Serial No:

Jaya container Terminals Ltd Tender No. JCT/DPC/2023/009

The above engine driven pump set supplied by us to the Jaya container Terminals Ltd carries a warranty for a period of 24 month 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)**