



Procurement of Goods

Under

National Competitive Bidding Procedure

Invitation of Bids

For

*Procurement of*

**Printing Inks - Intense Black Ink for Rotary - 3000 Kg**

***Contract No:***

**SCP02/NCB03/I.B/Rotary/2024-13**

# Department of Government Printing

## Document Issuance Certificate

01. Standard document Reference Number : .....
02. Contract Number : SCP02/NCB03/I.B/Rotary/2024-13
03. (a) Issued to : .....
- (b) Address : .....
- (c) Telephone Number : .....
- (d) Facsimile Number : .....
04. (a) Bid fee : Rs. 3,000.00 Received in Cash (Non- refundable)
- (b) Receipt Number : .....
05. Number of Copies Issued : .....01.....
06. VAT Registration No. : .....
07. (a) Issuing Officer : .....Gayani Karunarathne
- (b) Designation : .....Assistant Government Printer.....
- (c) Signature : .....
08. Place of Issue : **General Office,  
Supplies Section(Local)  
Department of Government Printing,  
No. 118, Dr. Danister De Silva Mawatha,  
Colombo 08**
09. Seal : .....
10. Date : .....2022/00/00..... Time : .....

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# Section I. Instructions to Bidders (ITB)

## A: General

### 1. Scope of Bid

1.1 Sealed offers are hereby called from reputed suppliers and /or importers by The Chairman, Procurement Committee, Department of Government Printing for the supply and delivery of good(s) as specified in section III - Schedule of requirements.

## B: Contents of Documents

2.1 The documents consist of the Sections indicated below.

- Section I - Instructions to Bidders (ITB)
- Section II - Data Sheet
- Section III - Schedule of Requirements
- Section IV - Technical Specifications & Compliance with Specifications
- Section V - Bid submission Form(s)
- Section VI - Format for Bid Security
- Section VII - Format for Performance Security
- Section VIII - Contract Form

## C: Preparation of Bids

3.1 The Bid shall comprise the following:

- (a) Bid Submission Form
- (b) Technical Specifications & Compliance with Specifications
- (c) Price Schedules
- (d) Delivery Schedule

### 4. Bid Submission Form and Price Schedule

4.1 The Bidder shall submit the bid Submission Form using the form furnished in Section V. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

4.2 Alternative offers shall not be considered. The Bidders are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.

### 5. Prices, Discounts and Taxes

5.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules.

5.2 The price to be quoted in the Bid Submission Form shall be the total price of the Bid, including any discounts offered.

5.3 The applicable Taxes shall be indicated separately.

5.4 Prices quoted by the Bidder shall be fixed during the Bidders's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non responsive and may be rejected.

## **6. Currency**

6.1 The Bidders shall quote only in Sri Lanka Rupees.

## **7. Documents to Establish the Conformity of the Goods**

7.1 The Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, "Technical Specifications & Compliance with Specifications".

7.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given.

7.3 If stated in the Data Sheet the Bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.

## **8. Period of Validity of Bid and Bid Security**

8.1 Bids shall remain valid for the period of ninety (90) days after the bid submission deadline date.

8.2 The Bidder shall furnish as part of its Bid Security as specified in the data sheet

Any Bid not accompanied by Bid Security may be rejected by the Department of Government Printing as non-responsive.

(Format attached)

## **9. Format and Signing of Bid**

9.1 The bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

## **D: Submission and Opening of Bid.**

### **10. Submission of Bid**

10.1 Bidders may submit their bids by mail or by hand in sealed envelopes addressed to the Purchaser bear the specific identification of the contract number.

10.2 If the bid is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid..

### **11. Deadline for Submission of Bid**

11.1 Bid must be received by the Chairman/Government Printer, Department of Government Printing, 118, Dr Danister de Silva Mawatha, Colombo 08 and no later than the date and time as specified in the Data Sheet.

### **12. Late Bid**

12.1 The Department of Government Printing shall reject any Bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 11.1 above.

### **13. Opening of Bids**

13.1 The Department of Government Printing shall conduct the opening of Bid in public at, No 118, Dr. Danister de Silva Mawatha, Colombo 08. Date and time specified in the Data Sheet.

13.2 A representative of the bidders may be present and mark its attendance.

## **E: Evaluation and Comparison of Quotation**

### **14. Clarifications**

14.1 To assist in the examination, evaluation and comparison of the Bids, the Purchaser may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a Bidder in respect to its Bid which is not in response to a request by the Department of Government Printing shall not be considered.

14.2 The Department of Government Printing request for clarification and the response shall be in writing.

### **15. Responsiveness of Bids**

15.1 The Department of Government Printing will determine the responsiveness of the Bid to the documents based on the contents of the Bid received.

15.2 If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Department of Government Printing.

### **16. Evaluation of quotation**

16.1 The Department of Government Printing shall evaluate each Bid that has been determined, to be substantially responsive.

16.2 To evaluate a Bid, the Department of Government Printing may consider the following:

- (a) the Price as Bid;
- (b) Price adjustment for correction of arithmetical errors;
- (a) Price adjustment due to discounts offered.

16.3 The Department of Government Printing's evaluation of a bid may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods. .

### **17. Department of Government Printing Right to Accept any Bid, and to Reject any or all Bids**

17.1 The Procurement committee of the Department of Government Printing reserves the right to accept or reject any quotation, and to annul the process and reject all Bids at any time prior to acceptance, without thereby incurring any liability to bidders.

## **F: Award of Contract**

### **18. Acceptance of the Bid**

18.1 The Department of Government Printing will accept the bid of the bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.

### **19. Notification of acceptance**

19.1 Prior to the expiration of the period of validity of bid, the Department of Government Printing will notify the successful Bidder, in writing, that its bid has been accepted.

### **20. Performance Security**

20.1 Within seven (7) days of the receipt of notification of award, the successful Bidder, if required, shall furnish the Performance Security in accordance with the Data Sheet (format attached)

20.2 If the successful bidder fails to supply the item in accordance with schedule of Requirement the Department of Government Printing has a right to cancel the Procurement and purchase from other source additional expenses or losses may be incurred in this regard will be claimed from the Performance Bond.

### **21. Specifications and standards**

21.1 Technical Specifications and Drawings

(a) The Goods and related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in section V of schedule of requirements and, when no applicable standard is mentioned, the standards shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the purchaser, by giving a notice of such disclaimer to the purchaser.

### **27. Warranty**

27.1 The supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

27.2 Subject to CC Sub-Clause 21.1(b) the supplier further warrants that the Goods shall be free from defects arising from any act or omission of the supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.

27.4 The purchaser shall give notice to the supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the supplier to inspect such defects.

27.5 Upon receipt of such notice, the supplier shall, within the period specified in the contract data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the purchaser.

27.6 If having been notified, the supplier fails to remedy the defect within the period specified in the contract Data, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## Section II. Bidding Data Sheets (BDS)

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

### ITB Clause Reference **A. General**

ITB 1.1 The Purchaser is : **Department of Government Printing**

ITB 1.1 The name and identification number of the Contract are: SCP02/NCB03/I.B/Rotary/2024-13

### **B. Contents of Bidding Documents**

ITB 7.1 For Clarification of bid purposes only, the Purchaser's address is:

Attention: **Assistant Government Printer**

Address: **Chairman/Government Printer, Departmental Procurement Committee, Department of Government Printing, No. 118, Dr. Danister De Silva Mawatha, Colombo 8**

Telephone: **011-2691460**

Facsimile number: **011-2694898**

Electronic mail address: **gpm@sl.lk**

### **C. Preparation of Bids**

ITB 11.1 (e) The Bidder shall submit the following additional documents : **(Refer ITB clause 11 too)**

- 1. Power of Attorney issued by the Manufacturer.**
- 2. Sample to be submitted with offer**
- 3. Dully Completed Biding Documents.**

ITB 19.1 The bid shall be valid until: **06.05.2024**

ITB 20.1 Bid shall include a **Bid Security (issued by bank surety) included in Section VI Bidding Forms**

ITB 20.2 The amount of the Bid Security shall be: **Rs.30,000.00**

**The validity period of the bid security shall be until : 06.06.2024**

**If no Bid Security is submitted the offer will not be considered.** The Bank Which Issues the Bank guarantee must be registered in central Bank. Bank guarantee Should be completed according to the format given in section (iv). Insurance guarantee is not accepted. Bid Bond is to be drawn in favor of the Government Printer, Department of Government Printing, 118 , Dr. Danister de Silva Mawatha, Colombo 8, Sri Lanka.(ITB -8)

**Amount of Performance Bond is -**

The successful Bidder must be prepared to furnish a performance bond supported by a guarantee from an approved bank operating in Sri Lanka up to a maximum of 10% of total Delivered price to the Department (exclusive VAT) or value of the supply whichever is applicable, as required by the Government Printer, Department of Government Printing, 118, Dr. Danister de Silva Mawathe, Colombo 08, Sri Lanka. **The period of the validity of Performance bond should be a month from a final delivery date.**

**21 Samples to be submitted with offer -**

i. 02 Kg should be submitted from each category as per samples at the opening of Bid.

**D. Submission and Opening of Bids**

22 The inner and outer envelopes shall bear the following identification marks:

**Bid for purchase of printing Ink**

No	Category A	Qty.
1.	Intense Black Ink for Rotary Letter Press Machine	3000 Kg

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**2. ( to be marked and submitted in two separate Envelops.)**

For bid submission purposes, the Purchaser's address is:

**Chairman/Government Printer,  
Departmental Procurement Committee,  
Department of Government Printing,  
No. 118, Dr. Danister De Silva Mawatha,  
Colombo 08.**

The deadline for the submission of bids is :

Date : **21.03.2024** Time : **02.00 Pm**

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The bid opening shall take place at :

Address : **General Office, Supply Section (Local), Department of Government Printing, No. 118, Dr. Danister De Silva Mawatha, Colombo 08. Immediately after closing the same**

Date : **21.03.2024** Time : **02.00 Pm**

**E. Evaluation and Comparison of bids**

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The following factors and methodology will be used for evaluation:

*(list the factors and methodology)*

\* **Acceptable delivery period(s)**

\* **Prices of the responsive bid(s)**

\* **Sample will be evaluated base on the result of the blind test which will test by the appropriate section.**

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Alternative bids shall not be considered. Any additional offers may be submitted along with the main offer without accompanying separate bid bonds for the additional offer.

### Section III - Schedule of Requirements

No	Category	Qty.
1.	Intense Black Ink for Rotary Letter Press Machine	3000 Kg

### Section IV Technical Specification and Compliance

No	Category	Qty.	Supplier offer
1.	Intense Black Ink for Rotary Letter Press Machine	3000 Kg	

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## Section V - Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions will accepted.]*

Bid Ref. No.

Date:

To: The Chairman/Government Printer,  
Procurement Committee,  
Department of Government Printing,  
118, Dr. Danister de Silva Mawatha,  
Colombo 08.

We, the undersigned, declare that:

(a) We have examined and have no reservations to the document issued;  
(b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following  
Goods .....

*[insert a brief description of the Goods];*

(c) The total price of our quotation including any discounts offered is:

(i) In words .....

(ii) In figures .....

(d) Our Bid shall be valid for the period of time specified in ITP Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITP Sub-Clause 11.2, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.

(f) We understand that you are not bound to accept the lowest evaluated Bid or any other Bids that you may receive.

Signed : ..... *[insert signature of person whose name and capacity are shown]*

Name : ..... *[insert complete name of person signing the Bid Submission Form]*

Dated:

Name of Company : .....

Address : .....

Name of the Contact Person : .....

Designation : .....

Contact Nos : .....

Fax Nos: .....

[ The Bidder shall fill in this price Schedule in accordance with the instructions indicated. ]

## Price and Compliance Schedule

1. Name of the Item :
2. Description of Goods 2.1 Brand Name -  2.2 Product Code No -  2.3 Country of Manufacturer -  2.4 Name of the Manufacturer -  2.5 Other details -
3. Quantity Offered -
4. Price Offered - Rs

### 5. Price schedule

Delivery Method	Net Price	Plus 15% VAT	Plus any Other Charges/Taxes	Gross Price	Total

6. Delivery Schedule				
Lot No	Quantity	Unit	GP Requirement	Bidder's Offer
			See Annexed Page 14	

7. Other details
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..... Signed : [ Insert signature of person whose name and capacity are shown]

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Section VI Format for Bid Security

.....  
[Insert issuing agency's name and address of issuing branch or office]

**Beneficiary :** .....  
.....  
.....

Date: .....  
[insert (by issuing agency) date]

**Bid Guarantee No. :** .....  
[Insert (by issuing agency) number]

We have been informed that .....  
[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]

(hereinafter called "the Bidder") has submitted to you its bid dated .....  
[insert (by issuing agency) date]

(hereinafter called "the Bid") for the supply of .....  
.....  
[insert name of Supplier]

under Invitation for Bids No. .... ("the IFB"). Furthermore, we  
[insert IFB number].

understand that, according to your conditions, Bids must be supported by a Bid Guarantee.  
At the request of the Bidder, we .....  
[Insert name of issuing agency]

hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of  
.....  
[insert amount in figures] [insert amount in words]

upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder :

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity,
  - (i) fails or refuses to execute the Contract Form, if required, or
  - (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire:

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

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

[Signature(s) of authorized representative(s)]

Section VII Performance Security

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instruction indicated]

.....  
.....  
[Issuing Agency's name, and Address of Issuing Branch or Office]

\*Beneficiary: .....  
.....  
.....  
[Name and Address of Employer]

Date: .....

PERFORMANCE GUARANTEE NO. :.....

We have been informed that.....

(hereinafter called "the supplier") has entered into Contract

No..... dated ..... with you, for the

Supply of.....

..... (hereinafter called "the contract"). Furthermore, we understand that, according to the conditions of the Contract, Performance Guarantee is required.

At the request of the Supplier, we The **Department of Government Printing.**

hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of..... such sum

being payable and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove to show grounds for your demand or the sum specified therein.

This Guarantee shall expire, no later than the .....day of.... 20.....  
[insert date, 28days beyond the scheduled completion date including the warranty period]  
and any demand for payment under it must be received by us at this office on or before that date.

.....  
[Signature(s)]

**9. Section VIII. Contract Forms**

**1. Format for Contract Agreement**

THIS CONTRACT AGREEMENT is made

the..... day of: ..... **2022**  
[insert: number] [insert: month], [insert: year]

BETWEEN

(1) .....

.....

.....

*[here in after called "the Purchaser"]*, and

(2) .....a

[insert name of Supplier],

corporation incorporated under the laws of.....and

*[insert: country of Supplier]*

having its principal place of business at.....

*[insert: address of Supplier]*

(hereinafter called "the Supplier")

WHEREAS the Purchaser hereby bids for .....

.....  
*[insert brief description of Goods and Services]*

and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of

.....  
*[insert Contract Price in words and figures, expressed in the Contract currency(lies)]*

(hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract :
  - (a) This Contract Agreement
  - (b) Contract Data
  - (c) Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier's Bid and original Price Schedules
  - (f) The Purchaser's Notification of Award
  - (g) [Add here any other document(s)]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Democratic Socialist Republic of Sri Lanka* on the day, month and year indicated above.

For an on behalf of the Purchaser

Signed:..... in the capacity of  
 [insert signature]

Deputy Government Printer, No. 118, Dr. Danisoor De Silva Mawatha, Colombo 08.

in the presence of.....  
 [insert identification of official witness]

For and on behalf of the Supplier

Signed:..... in the capacity of  
 [insert signature of authorized representative(s) of the Supplier]

.....in the presence of  
 [insert title or other appropriate designation]

.....  
 [insert identification of official witness]

