



## **NATIONAL INSURANCE TRUST FUND**

### **BIDDING DOCUMENT NATIONAL COMPETITIVE BIDDING NITF / NCB / 2019 / 06**

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 01 NO.  
400kVA GENERATOR AT UPTO BUILDING. NO -95, CHITTAMPALAM A  
GARDINER MAWATHA, COLOMBO 02**

Chief Executive Officer  
National Insurance Trust Fund Board 95, Chittampalam A Gardiner Mawatha, Colombo 02

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## Section I : Instructions to Bidders (ITB)

### 1. Background

The Chairman, Department Procurement Committee, (herein after called DPC), on behalf of National Insurance Trust Fund Board (herein after called NITF), invites sealed bids from bidders for the Supply, Installation, Testing and Commissioning of 01 No. 400kVA Generator at the UPTO Building, 95, Sir Chittampalam A. Gardiner Mawatha, Colombo 02, Sri Lanka. (Building next to Cinnamon Lakeside Hotel / opposite Air Force Headquarters). We are soliciting proposals for Supply, Installation, Testing and Commissioning of Generator, capacity of 400kVA with AMF Changeover Facility.

### 2. Scope of Bid

National Insurance Trust Fund Board (herein after called NITF), invites sealed bids from bidders for the Supply, Installation, Testing and Commissioning of 01 No. 400kVA Generator (Brand New) at the UPTO Building, 95, Sir Chittampalam A. Gardiner Mawatha, Colombo 02, Sri Lanka, from the companies who have experience in carrying out Supply, Installation, Testing and Commissioning of Generator systems.

Scope should be as mentioned below:

- 2.1 Supply of 01 No. 400kVA, 400V, 50Hz, 3 Phase, Automatic Mains Failure Type Brand New Diesel Generator with built-in fuel tank and silencer mounted on a common base.
- 2.2 Supply of Generator Control/Automatic Mains Failure (AMF) Panel:
  - 2.2.1 The separately floor mounted generator control cubical and AMF panel should be of sheet steel vermin and dust proof with lockable hinged front doors.
  - 2.2.2 fuel efficiency the full load current continuously. The ATS shall have two separate contactors with mechanical interlock.

### 2.3 Battery Charger:

A Trickle Charger shall be provided complete with Ammeter & Voltmeter for charging of batteries. It shall have provision for the charging to be either from the main supply or the Generator.

### 2.4 Fuel Efficiency and Spare Parts Availability

The fuel efficiency details of the Generator should be submitted with the proper engineering specification.

Availability and supply details of the spare parts.

### 2.5 Sound Proof Canopy:

Generator shall be housed in a canopy made with acoustic materials to reduce Noise level to 85 D.B. at 1 meter distance from the canopy. Provision shall be provided for fresh air intake and air-exhaust preventing leakage of sound. Canopy shall have easy access to generating set for comfortable maintenance.

### 2.6 Supply of Warranty Certificate

Warranty min. 6000 hours or 01 year whichever occurs first from the date of installation,

Testing and commissioning by the supplier at the NITF Site. (The manufacturer's scope and the local agent's scope shall be elaborated separately).

Any defect found during this warranty period shall be attended by the Bidder at his own cost. (Labour & Spare Parts) and any defective parts should be replaced with new parts free of charge.

### 2.7 After-Sales Services

Contractor shall provide the details of after-sales services to be provided during the warranty period. Contractor shall clearly mention the services offered free of cost and services which are charged.

### 2.8 Supply Installation, testing and commissioning certificates and training:

Contractor shall provide a Testing and Commissioning report certified by a Chartered Electrical Engineer. The report shall include the results of generator load tests, sound

level tests and earthing system tests. The contractor should submit the completion certificate once the testing and commissioning completed.

## 2.9 Applicable Standards:

Latest publications of the following standards are applicable.

2.9.1 Diesel engine - BS 5514/ ISO 3046/ JIS B 8002

2.9.2 Alternator - B.S. 5000/ IEC EN 60034/ EN ISO 12100 / BS

## 2.10 General:

2.10.1 All the damages caused to existing premises while installing the system shall be made good and finished to the existing condition.

2.10.2 Insurance for works, Erection all risk cover – 110% of Initial contract price including testing and commissioning until such the handing over the project.

2.10.3 Insurance of NITF Property and Third Party -

“Insurance cover to the amount of Rs.5M for the entire period of supply, Installation, testing and commissioning work for the loss or damage to the properties of NITF premises including Third Party before commencing the execution of the work.

Limit of Liability – Per event 2 M

Aggregate for the period 6M

2.10.4 Insurance of Workmen –

A copy of insurance policy for the workmen of the contractor as per the Workmen Compensation Act shall be forwarded to NITF prior to commencement of the work.

2.10.5 Insurance cost should be borne by the supplier.

2.10.6 Location visit can be arranged before the bid submission.

## 3. Source of Funds

Payments under this contract will be financed by the source specified in the BDS.

## 4. Ethics, Fraud and Corruption

4.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

- Parties associated with Procurement Actions, namely, National Competitive Bidders and officials shall ensure that they maintain strict confidentiality throughout the process;
- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. National Competitive Bidders are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

4.2 NITF requires the bidders, suppliers, contractors and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of NITF to establish bid prices at artificial, non-competitive levels; and
- d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

4.3 If NITF found any unethical practices as stipulated under ITB Clause 3.2, NITF will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## 5. Eligibility of Bidders

5.1 Experience in carrying out supply, installation, testing and commissioning of power generators having capacity 400kVA generator (At least 05 similar projects completed within last 05 years) and shall be actively involved in the field of supply and installation of power generator systems for at least 05 years.

5.2 Contract management staff with specified qualification and experience.

5.3 A Bidder who is under a declaration of ineligibility by the Government of Sri Lanka (GOSL) and or NITF, at the date of submission of bids or at the date of contract award, shall be rejected.

## Contents of Bidding Documents 6. Sections of Bidding Documents

6.1 The Bidding Documents consist of I Volume, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 7.

### Invitation for Bid

- Section I - Instruction to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Bidding Forms
- Section IV - Contract Agreement
- Section V - Format for Advance guarantee

6.2 The Bidder is expected to examine all instructions, forms and terms in the bidding documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid. The Bidder should take the absolute responsibility of examine all instructions filling of Forms and submission of the required documents.

## 7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact NITF in writing at NITF address or by e mail specified in the BDS. NITF will respond in writing to any request for clarification. NITF will not respond to any clarification what so ever raised by any bidder and or representative after the pre bid clarification meeting held on 20<sup>th</sup> May 2019 at 11.00 a.m., NITF, 95, Sir Chittampalam A. Gardiner Mawatha, Colombo 02. NITF shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should NITF deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 7.

## 8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, NITF may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

## 9. Proposal Guidelines and Requirements

The successful bidder of this procurement will have demonstrated the following:

- Excellence and experience as a total solutions provider in the field of installation and maintenance of the power systems.
- A best-in-class reputation for executing to a high standard on tight deadlines.

The response to this proposal should pay the attention to followings:

- 9.1 The job should be completed within immediate effect.
- 9.2 Performance bond is 5% of the contact value and performance bond should be valid 01 year from the date of awarding the job.
- 9.3 An advance payment of 20% will be made to a vendor if the advance guarantee as per the format given is submitted.  
Progress payments upto 50% will be made after the recommendation of the engineer. A Retention of 10% will be made from the total contract value for the period of six months from the completion date.
- 9.4 Currency of the Quotation should be LKR Only.  
-Partial bids & optional bids are not entertained.  
-Alternative bids are not accepted.
- 9.5 The bidder shall furnish as part of its bid, a bid security, as specified in the BDS. Bid security is LKR 185,000.00 which should be valid 91 days from the date of bid closing date.
- 9.6 Bids shall remain valid until the dates specified in the BDS (91 days from closing date of bid – 26<sup>th</sup> August 2019).

## 10. Proposal Submission

Quotations must be submitted in sealed envelopes, addressed to the Chairman Procurement Committee, National Insurance Trust Fund, No. 95, Chittampalam A Gardiner Mawatha, Colombo 02, Sri Lanka not later than at 1400hrs, 27<sup>th</sup> May 2019 and should be clearly marked “Quotation for Supply, Installation, Testing and Commissioning of Generator for – UPTO Building” at the top left corner of the envelope.

Quotations will be opened immediately after closing time, in the presence of relevant parties or their authorized representatives, by a Tender Opening Committee at the office of NITF, No. 95, Sir Chittampalam A Gardiner Mawatha, Colombo 02. Quoted price only will be declared at the Tender Opening.

Late submissions will be rejected. Partial bids are not accepted.

NITF will arrange meetings for any clarification if required.

The procurement committee reserves the right to accept or reject quotations whose quotations are not acceptable to the NITF without giving any reason.



## 11. Contract Terms

NITF will negotiate contract terms and final pricing upon selection. All contracts are subject to review by management of NITF. The contract will be awarded upon signing an agreement or contract, which outlines terms, scope, budget, deliverables, timeline and other necessary items.

## 12. Contact Information

JAD Siriwardena  
AGM Finance  
National Insurance Trust Fund  
No. 97, Maradana Road,  
Marandana  
Tel: 011-2026600 Ext 1500

## Section II Bidding Data Sheet (BDS)

The following specific data for the product 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	The Purchaser is: National Insurance Trust Fund Board
ITB 1	The name and identification number of the Contract are: Request for Proposals for Supply, Installation, Testing and Commissioning of 01 No. 400kVA Generator at UPTO Building. No -95, Chittampalam A Gardiner Mawatha, Colombo 02 Contract Number: NITF/NCB/2019/06
ITB 3	The source of funding is: By National Insurance Trust Fund Board
ITB 7	A Pre-bid meeting will be held: Yes Date :20 <sup>th</sup> May 2019 Time:11:00 hrs. Venue: National Insurance Trust Fund Board, No.95, Sir Chittampalam A Gardiner Mawatha, Colombo 02
ITB 9.5	Bid shall include a Bid Security issued by a commercial bank licensed by the Central Bank of Sri Lanka
ITB 9.5	The amount of the Bid Security shall be as follows; Sri Lankan Rupee One Hundred and Eighty Five Thousand (LKR 185,000.00) Bid Security shall be issued in favor of;  Chairman, Procurement committee National Insurance Trust Fund No.95, Chittampalam A Gardiner Mawatha, Colombo 02. Sri Lanka.
ITB 9.6	The bid validity period shall be 91 days from the date of bid closure; accordingly the bid shall be valid until 26 <sup>th</sup> August 2019
	D. Proposals Submission
ITB 10	The inner and outer envelopes shall bear the following identification marks: Quotations for Supply, Installation, Testing and Commissioning of 01 No. 400kVA Generator – UPTO Building

ITB 10	<p>For bid submission purposes, the NITF's address is: Attention: Chairman of Procurement Committee Address: National Insurance Trust Fund No.95, Chittampalam A Gardiner Mawatha, Colombo 02.</p> <p>The deadline for the submission of bid is: Date: 27<sup>th</sup> May 2019 Time: 14:00 hrs</p>
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ITB 10	The Bid opening shall take place at: Address: National Insurance Trust Fund Board,
	<p style="text-align: center;">No.95, Chittampalam A Gardiner Mawatha, Colombo 02. Sri Lanka</p> <p>Date: 27<sup>th</sup> May 2019 Time: 14:00 hrs (immediately after deadline for bid submission)</p>
ITB 12	<p>For Clarification of bid purposes only, NITF's address is:</p> <p>Attention: Assistant General Manager-Finance Address: National Insurance Trust Fund No.95, Chittampalam A Gardiner Mawatha, Colombo 02. Telephone:+94 0112026600 Ext-1500 Mobile: +94 718030606 Fax: +94 112323008 E-mail: siri@nitf.lk</p>

**Section III 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 shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]

No.: NITF//NCB/2019/06

To: National Insurance Trust Fund Board

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services.....  
.....  
[\* insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid without VAT, including any discounts offered is:  
.....  
..... [insert the total bid price in words and figures];
- (d) The total price of our Bid including VAT, and any discounts offered is:  
.....[insert the total bid price in words and figures];
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 9.6, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 10, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 9.2;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

In the capacity of .....[insert legal capacity of person signing the Bid Submission Form]

Name:

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

Duly authorized to sign the bid for and on behalf of:.....

[insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

\_\_\_\_\_

## Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid Submission]

No.: NITF/NCB/2019/06

To: National Insurance Trust Fund Board.  
No.95, Chittampalam A Gardiner Mawatha, Colombo  
02.

### WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with ... .. of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

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## Section IV Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) [ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of ..... or corporation and having its principal place of business at [ insert address of Purchaser] (hereinafter called “the Purchaser”), and
- (2) [ insert name of Supplier ], a corporation incorporated under the laws of [ insert: country of Supplier] and having its principal place of business at [ insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bid for certain products and ancillary services, viz., [insert brief description of products and Services] and has accepted a Bid by the Supplier for the supply of those products and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) ] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and 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 Functional 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 Products 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 Products 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 and on behalf of the Purchaser

Signed: [insert signature]

in the capacity of [ insert title or other appropriate designation]

in the presence of [insert identification of official witness]

For and on behalf of the Supplier

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

in the capacity of [ insert title or other appropriate designation]

in the presence of [ insert identification of official wine

**ACCEPTABLE FORMAT FOR ADVANCE PAYMENT  
GUARANTEE**

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

----- [*Name and address of Agency, and Address of Issuing Branch or Office*] -----

**Beneficiary:** ----- [*Name and Address of Employer*]

**Date:** -----

**ADVANCE PAYMENT GUARANTEE No.:** -----

We have been informed that ----- [*name of Contractor/supplier*] (hereinafter called "the Contractor") has entered into Contract No. ----- [*reference number of the contract*] dated ----- with you, for the ----- (*insert "construction" or "supply"*) of ----- [*name of contract and brief description*] (hereinafter called "the Contract").

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

At the request of the Contractor, we ----- [*name of issuing agency*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [*amount in figures*] (-----) [*amount in words*]<sup>1</sup> 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 under the Contract.

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

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

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

\_\_\_\_\_  
[signature(s)]

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract