



South Asia Gateway Terminals (Pvt) Ltd.,
P. O. Box 141, Port of Colombo,
Colombo.
Telephone: 011 245 7600
E mail:

TENDER DOCUMENT

To :
Tender No : LCL-016-2021
Title: : Supply and Installation of a Brake Tester for Prime Mover Workshop at South Asia Gateway Terminals

SUPPLY AND INSTALLATION OF A BRAKE TESTER FOR PRIME MOVERS AT SOUTH ASIA GATEWAY TERMINALS

1. DESCRIPTION

This document covers details related to the tender for Supply and Installation of a Brake Tester to check the braking function of Prime Movers and Terminal Trailers at South Asia Gateway Terminals (SAGT).

2. SCOPE

The scope of this project will include:

- 2.1 Supplying of a Brake tester of a reputed and a proven brand with suitable specifications to check the braking function of Prime Movers and Terminal Trailers.
- 2.2 Installation of the above brake tester at SAGT Workshop.
- 2.3 Provide after sales services, technical assistance and spare parts as required and applicable.

3. ENVIRONMENTAL CONDITION

The terminal is operated in a harsh marine environment and the product should withstand the said environmental condition.

4. TECHNICAL SPECIFICATIONS

4.1 Technical Specifications:

The Brake Tester will be used to test the proper functionality and the safe speed braking condition of Prime Movers and Terminal Trailers at SAGT.

Supplier should also clearly mention the technical limitations of the brake tester proposed for SAGT use.

Supplier can request for relevant information of the Prime Movers and Trailers used at the terminal, the load capacity etc., if required.

5. TERMS AND CONDITIONS

- 5.1 The supplier should submit his detailed proposal for supply of the items explained in "2. SCOPE" of this document.
 - 5.2 The detailed technical specifications of the product and a list of customers who use the product should be submitted. Preference will be given for products specifically designed/ suitable for container terminals.
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5.3 All required labor, materials, tools, equipment and manpower required for the total project need to be provided by the supplier.

5.4 Port Entry permits required for workers deployed need to be prepared by the contractor and the necessary approvals for supporting documentation will be arranged by SAGT.

5.5 Spare Parts

Supplier should provide a list of spare parts need to be kept in stock as recommended by the manufacturer to have an uninterrupted use of the unit

5.6 Warranty

The contractor should clearly indicate the warranty terms and conditions. SAGT expects a minimum of 2 years warranty for the product.

5.7 Selection criteria for the successful offer:

- Technical proposals will be examined by the engineering department of SAGT.
- The sourcing committee will take into consideration the financial offer of each bidder.
- Bidders should submit their offers after careful inspection of the site, working conditions of the terminal.

5.8 Safety, health, and environmental standards during installation works

The supplier should strictly follow the SAGT safety, health, and environmental guidelines of SAGT. They will include but not limited to:

- Wearing safety PPE by all workers (such as hard hats, safety shoes, overalls, or luminous safety jackets, fall protection equipment such as full body harness, goggles if required, gloves and any such protective equipment.
- Undergo the safety induction program provided by SAGT safety department.
- Participate in risk assessment prior to the start of the project.
- Obtain daily work permits from the engineering department.
- Any other protective measures for workers and equipment as recommended by the SAGT safety department.
- All health guidelines recommended for prevailing health procedures of the country.

5.9 Procedures applicable to the Port of Colombo, Sri Lanka customs and Sri Lanka Navy

The contractor shall follow all procedures, rules, regulations and guidelines applicable to the port of Colombo and obtain necessary approvals, permits and pay the fees applicable.

5.11 All waste and garbage generated due to project activities need to be cleared, cleaned and disposed to assigned bin in SAGT Garbage disposal area by the contractor.

6 BID BOND

The bidder shall furnish, as part of its Bid, a bid security in the amount stipulated in the bidding data. The Bid Bond (in the format as per Schedule II) shall be a "pay on demand" bank guarantee from a commercial bank carrying on business in Sri Lanka. The Bid bond should be 1% of the total bid value, validity for a period of 120 calendar days.

7 PERFORMANCE BOND

At or before the execution of the Contract, the successful Bidder(s) shall provide a Performance Bond (in the format as per Schedule III) as security for the due performance relating to the repair work. The Performance Bond shall be a "pay on demand" bank guarantee from a commercial bank carrying on

business in Sri Lanka. The performance bond should be 10% of the total contract value. This value may increase with the discretion of the SAGT. validity for a period of 365 calendar days. Contractor should extend the validity period of the bond with request of the client.

8 ADVANCE PAYMENT AND PAYMENT TERMS

Payments will be made with 30 days credit on completion of the delivery and after the submission of the Invoice.

On the request of the Bidder, an advance payment up to 50% of the tendered value can be granted upon submission of a proforma invoice for the value and a bank guarantee to the same. Validity of the bank guarantee should be 180 calendar days. Remaining balance of the tendered value will be paid once the products are delivered to SAGT.

If completion of supply of items take more than 180 calendar days, the supplier should inform that to the Sourcing Committee or the relevant officer at Finance Department in writing and the validity of the bank guarantee for period should be increased and be resubmitted.

However, if the supplier will not be able to complete delivery of items as agreed, liquidated damages of 10% of the total project value will be deducted from the due payments to the supplier.

Special Note:

For international transactions of payments, the current payment restrictions imposed by the government are applicable.

9 BIDDING AND PERIOD OF VALIDITY OF BIDS

- 9.1 The bid shall be signed by the Bidder or a person(s) duly authorized to sign for and on behalf of the bidder.
- 9.2 Bids may be either sent by post under registered cover or hand delivered to the company address. Bidders are required to mark on the top left-hand corner of the envelope as **“Tender for Supply & installation of Brake Tester for at South Asia Gateway Terminals.”**

10 CLOSING DATE FOR SUBMISSION OF BIDS

- 10.1 Bids with all accompanied documents and approved drawings must be sent to the ATTENTION OF THE CHIEF FINANCE OFFICER, South Asia Gateway Terminals (Private) Limited, P. O. Box 141, Colombo 01 or may be submitted by hand to the SAGT City Office located at No 11, York Street, Colombo 01 **not later than 1600 Hrs. on 08 October of 2021.**
- 10.2 South Asia Gateway Terminals (Private) Limited may, at its discretion, extend the deadline for the submission of bids if required.

11 BID EVALUATION

To assist in evaluation of bids, SAGT may at its discretion, ask the bidders for further clarifications of their bid. All responses to requests by the company for such clarifications shall be made in writing as required by SAGT.

12 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after submission, provided that a written notice of the modification or withdrawal is received by SAGT prior to deadline prescribed for submission of bids. The successful Bidder shall not modify, change or substitute the types and specifications of the services indicated in the proposal after the closing date without the prior written consent of SAGT.

13 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

SAGT reserves the right to accept or reject any bid during the bidding process and reject all bids at any time prior to award of the contract, without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) on the grounds for the action.

14 CANVASSING AND INFLUENCING

Any effort by the bidder to influence the bidding and evaluation process or the decision in respect of bid evaluation or contract awarded will result in disqualification of the bidder.

15 NOTIFICATION OF AWARD

- 15.1 SAGT will notify the successful Bidder in writing that the bid has been accepted and on which basis the bid has been accepted.
- 15.2 The Letter of Award together with the Purchase Order and contract agreement will constitute the formation of a contract.

ANNEXURE A

Type of Equipment to be tested using the brake tester:

1. Prime Movers

Brand - TERBERG

Model - YT 220

Axle Loads with Empty PM:

Front: 4,750 kg

Rear: 2,250 kg



2. Terminal Trailers

Brand – Dutch Lanka Trailers

Axle Load with empty Trailer:

When attached to the PM: 3,300 kg per axle

When resting with landing legs: 2,920 kg per axle kg





ANNEXURE B

SCHEDULE 1

FORM OF TENDER (Specimen)

((To be completed on company letterhead))

To: - South Asia Gateway Terminals (Private) Limited, _____ Colombo 1

Tender for design, supply, installation, testing, commissioning and handing over of 02 twin STS spreaders and 06 single STS spreaders for South Asia Gateway Terminals (Pvt) Ltd

1. I/We having examined the Instructions to Bidders and attached Schedules, do hereby offer and undertake to design, supply, installation, testing, commissioning and handing over of "Remote Data Acquisition and Dashboard for Hybrid System installed on RTG cranes" for South Asia Gateway Terminals (Private) Limited in strict accordance with the Instructions to Bidders and attached Schedules, at the rates and prices as set out in the attached bid.
3. And further, on being awarded the contract, I/We do hereby undertake to obtain a guarantee from a reputed Bank or other sureties with your approval, to be jointly and severally bound with us in a sum amounting to% of the total value of the contract, for the due performance of the Contract.
4. And I/we further agree, in the event of my/our failing to execute the said Contract within the time period set out, subsequent to acceptance of this tender by you, if revoked by you, that I/we shall be held responsible for all and any damages suffered by you in consequence of such delay or failure.
5. I/we do hereby agree, that this tender together with your written acceptance thereof, shall constitute a binding contract between the two parties.
6. I/We understand that you are not bound to accept the lowest or any tender you may receive.
7. We further undertake to abide by the conditions in the tender for a period of 60 days from the last date fixed for receipt of tenders and that the same shall remain binding upon me/us and may be accepted at any time before the expiration of such period.

Dated this (.....) day of (.....) 2021 .I.....in the capacity of.....duly authorized to sign for and on behalf of Signature

(Note: Bidders are required to fill up all the blank spaces in this Tender Form.)

SCHEDULE II

FORM OF BID BOND (Specimen)

Whereas South Asia Gateway Terminals (Private) Limited called bids for Tender for Design, Supply, Installation, Testing, Commissioning & Handing over of "Remote Data Acquisition and Dashboard for Hybrid System installed on RTG cranes".

for , it is a provision in the General Instructions to Bidders that bidders are obliged to furnish a Bid Bond along with its bid to ensure the due performance of its obligations under the Instructions to Bidders. Whereas _____ wishes to submit a bid to provide the above mentioned Tender for Design, Supply, Installation, Testing, Commissioning & Handing over of "Remote Data Acquisition and Dashboard for Hybrid System installed on RTG cranes".

And whereas at the request of _____ (the "bidder") and in consideration of South Asia Gateway Terminals (Private) Limited (the "principal") accepting this undertaking in respect of the Tender for Design, Supply, Installation, Testing, Commissioning & Handing over of "Remote Data Acquisition and Dashboard for Hybrid System installed on RTG cranes".

, we _____ (the "financial institution") having its registered office at _____ HEREBY UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE to pay on first demand any sum or sums which may from time to time be demanded by the Principal to a maximum aggregate of 1% of the annual total tender value which amounts to LKR _____.

Every demand hereunder shall be in writing and signed by the Chief Executive Officer or Chief Financial Officer or an Authorized Officer of the principal and addressed and delivered to the Manager of the Bank at No _____. For all purposes connected with and relating to this bid bond, every such demand shall be conclusive proof that the amount so demanded is lawfully due under this bid bond. All payments hereunder shall be made in Sri Lanka by a cheque or a bank draft drawn in favour of the principal.

This bid bond shall be valid and binding and shall remain in full force and effect up to and including the _____ and thereafter shall be null and void and no force or effect (whether the original hereof is returned or not) except in respect of any demand made on or before the aforesaid _____.

IN WITNESS whereof this bid bond has been signed by the authorized signatories of the aforesaid _____ on this _____ day of _____ 2021.

Authorized Signatory

Name:

Designation:

Authorized Signatory

Name:

Designation:

SCHEDULE III

FORM OF PERFORMANCE BOND (Specimen)

PERFORMANCE BOND

To: South Asia Gateway Terminals (Pvt) Limited
P O Box 141
Colombo

WHEREAS (the "Contractor") carrying on business under the name and style of of No. by agreement dated with South Asia Gateway Terminals (Pvt) Ltd (the "Company") agreed to design, Tender for Design, Supply, Installation, Testing, Commissioning & Handing over of "Remote Data Acquisition and Dashboard for Hybrid System installed on RTG cranes". wharf at the Queen Elizabeth Quay, Port of Colombo in accordance with the terms and conditions contained in the said agreement.

AND WHEREAS it is one of the conditions of the said agreement that provide a Performance Bond valid for the duration of the said agreement.

At the request of (the "Contractor") of and in consideration of South Asia Gateway Terminals (Pvt) Ltd (the "Company") awarding the Contractor providing(name of service) , We (the Bank") hereby unconditionally and irrevocably undertake to pay on first demand any sum or sums of money which may from time to time may be demanded by the Company up to a maximum limit of LKR (LKR.) in the event of a breach or non-performance on the part of the Contractor of it obligations under the aforesaid agreement.

This undertaking shall continue until or until notification by the Company that this sum is no longer required by the Company.

We hereby renounce the reference to the beneficium ordinis divsionis et excussionis and all other benefits, privileges and advantages to which sureties as such are by law entitled

Any payment made by the Bank to the Company, pursuant to this guarantee below LKR/=(united states dollar.....only) shall be a pro tanto discharge of the liability of the Bank hereunder and this guarantee shall remain valid and effectual in respect of the remainder.

We further agree that any change or addition to or other modification of the terms of the aforesaid Agreement, shall in any way release us from any liability under this guarantee, and hereby waive notice of such change, addition or modification.

SCHEDULE IV

Beneficiary's Name and Address.

Advance Payment: _____

Whereas Applicant (hereinafter sometimes referred to as the "Contractor") has agreed to enter into an agreement with South Asia Gateway Terminals (Private) Limited (hereinafter sometimes referred to as the "Principal") to

And whereas it is a condition of the said agreement that the said Principal shall upon the production of a Bank Guarantee acceptable to the said Principal advance to the Contractor a sum of dollar Amount (hereinafter sometimes referred to as the "said Sum").

And Whereas the Contractor has requested the _____ a Banking Company duly incorporated and carrying on banking business in Sri Lanka under the Banking Act No. 30 of 1988 and having its Registered Office at No. _____ Sri Lanka (hereinafter sometimes referred to as "the Bank") to execute this writing and thus furnish the requisite Bank Guarantee and the Bank has agreed to do so.

AND BY THIS GUARANTEE the Bank in the premises set forth above and at the request of the said Contractor both hereby guarantee and undertake to the said Principal that the Bank shall and will on first demand without demur pay at Colombo to the said Principal such sum or sums of money as may be demanded by the said Principal not exceeding in the aggregate the said Sum.

Every demand hereunder shall be in writing under the hand of the Principal or if the Principal is a partnership, under the hand of one of the partners and if the Principal is a Body Corporate, under the Company Seal, and addressed and delivered to the Manager of the Bank at No _____

Every payment made by the Bank hereunder shall be a pro tanto discharge of the liability of the Bank hereunder.

This Guarantee shall be unconditional and irrevocable. This Guarantee shall become automatically null and void and cease to be of any force or avail in law after the Expiry Date (hereinafter sometimes referred to as the "Expiry Date") and the liability of the Bank hereunder shall be completely extinguished whether or not the original of this Letter of Guarantee is returned to the Bank duly discharged except in respect of claims duly received by the Bank at No _____ before 2 p.m. aforesaid under this Guarantee on or before the said Expiry Date from the said Principal provided however that in case the said bank shall have on or before the said Expiry Date extended the period of validity of this Guarantee up to any date subsequent to the said Expiry Date then the preceding provision of this clause (other than this provision) shall stand amended and read as if the date to which the Guarantee is so extended had been inserted at the time wherever in the preceding provision of this clause (other than this provision) the said Expiry Date occurs and this guarantee shall have force and effect accordingly until the expiry of such extended date AND such period of validity may similarly be further extended from time to time so as to keep this guarantee in full force up to such further extended dates.

IN WITNESS whereof the duly authorized Officers of the _____ Bank Limited Colombo have set their hands unto these presents on this 2021. For _____ Bank PLC. Authorized Signatories

ANNEXURE C: BILL OF QUANTITIES (Specimen)

Supplier: (Name, Address, Contact Person, Contact Numbers, E mail, Web)

Local Agent: (Name, Address, Contact Person, Contact Numbers, E mail, Web)

Currency: (Please Specify)

Seq	Type of Product	Technical Specifications	Estimated Qty	UOM	Total Price
1	Brake Tester for Prime Movers and Terminal Trailers	As explained in Annexure A	01	Nos	
2	Shipping/ Delivery Charges	N/A	01	Item	
3	Installation, commissioning and testing	Charges for technicians, travelling, lodging, food and transport etc., during the installation and commissioning period	01	Item	
TOTAL TENDER VALUE					

ANNEXURE D: Recommended Spare Parts List for 2 years (Specimen)

Supplier: (Name, Address, Contact Person, Contact Numbers, E mail, Web)

Local Agent: (Name, Address, Contact Person, Contact Numbers, E mail, Web)

Currency: (Please Specify)

Seq	Manufacturer Part No	Description	Estimated Qty	UOM	Total Price
1				Nos	
2				Nos	
3				Nos	
TOTAL TENDER VALUE					