

MINISTRY OF ENVIRONMENT



ரஶ்ர டுலு ஸ஠ல
அரஶாங்க ஡ர஠் ஠ுட்டுத்தாபன஡்
STATE TIMBER CORPORATION



TENDER NO: STC/PSM/2010/T-04

**Tender for import & supply of
Sawn Timber**

MINISTRY OF ENVIRONMENT

STATE TIMBER CORPORATION

(Established by Industrial Corporation Act No. 49 of 1957)

TENDER FOR THE IMPORT & SUPPLY OF SAWN TIMBER

TENDER NO: STC/PSM/2010/T-04

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CHAIRMAN,
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**MINISTRY OF ENVIRONMENT
State Timber Corporation
Battaramulla - Sri Lanka
TENDER DATA SHEET**

ITEM DESCRIPTION

Tender for the supply and delivery of following items manufactured in accordance with STC Standards and Specifications

Item No and Description:

Sawn Timber - 1000 Cu.M.5%+or- (2 " x 4" -18440 pcs. 3"x4" -6525 pcs, 3"x5" -1965 pcs, 2"x6"-2450 pcs,3"x6"-810 pcs,4"x6"-620 pcs, 1"x9" -810 pcs,1"x10" -730 pcs,) (As specified in the page No.(21-25) under the STC standard and specification .)

TENDER NO *STC/SPM/2010/T-04*

BID BOND

A Bid Bond to the value of 1% of the total FOB Price.

**PLACE OF ACCEPTANCE OF
TENDER**

Office of the Chairman, 1st Floor, State Timber Corporation, No. 82, Rajamalwatte Road, Battaramulla, on behalf of Ministry Appointed Procurement Committee.

CLOSING DATE OF THE TENDER

Tender will be closed at 10.00 hours on 27-01-2011 and the Tenders received will be opened immediately thereafter at the Chairman's secretariat, 1st Floor, State Timber Corporation, No 82, Rajamalwatte Road, Battaramulla.

PLACE OF DELIVERY OF SAWN TIMBER

Port of Colombo
Sri Lanka

DELIVERY SCHEDULE

All 1,000 Cu.metres of Sawn Timber shall be shipped and delivered to the above address within 120 days. From the date of Letter of Credit.

GENERAL CONDITIONS OF TENDER
STATE TIMBER CORPORATION

1. DEFINITION :

- a. The term “successful Tenderer” shall mean and include the tenderer, his heirs and assignees.
- b. The term “ Chairman, State Timber Corporation” shall mean and include the Chairman, State Timber Corporation, his successors or his permitted assignees.
- c. The “buyer” shall mean and include the Chairman State Timber Corporation his successors or permitted assignees.
- d. The “Principal” shall mean and include the successful tenderer, who represents through his local agent.

2. SCOPE OF WORK:

The Chairman, Procurement Committee ,appointed by the Ministry of Environment will receive sealed Tenders on behalf of State Timber Corporation. No. 82, Rajamalwatte Road, Battaramulla, Sri Lanka for the Supply and Delivery of Sawn Timber as in the Tender Data Sheet (Page 3)specification and Schedule of Prices of this document.

This invitation for Tender is open to all foreign Tenderers and their Local representatives.

The tenders shall be submitted for the supply of **full quantity** as per delivery schedule specified in the Tender Data Sheet (Page 3). Bids submitted for partial quantities **will** be rejected.

The contract shall be **in** English language. Therefore all documents related to the contract shall be in English language.

3 RECEIPT OF TENDERS:

The tender document includes Tender Data Sheet General Conditions of Tender including appendixes, annexures and STC Standard Specifications .

Tenders shall be submitted in duplicate using the Schedule of Prices attached to this document The Original and Duplicate copy of the Tender shall be placed in two separate envelopes marked "**Original**" and "**Duplicate**". Both envelopes shall be enclosed in one securely sealed envelope. Name and number of the Tender shall be marked on the top left hand corner of the envelope as indicated in the Cover Page of this document. The Name and Address of the Tenderer shall also be clearly marked on the envelope.

Tenders sealed, marked and addressed as aforesaid should be sent by post to the Chairman, Ministry Appointed Procurement Committee , 1st Floor, State Timber Corporation, No.82, Rajamalwatte Road, Battaramulla, or deposited in the Tender Box provided for this purpose at the Office located in the ,State Timber Corporation,1st Floor, No.82, Rajamalwatte Road, Battaramulla ,Sri Lanka.

The Tenderers shall bear **all** costs associated **with** the preparation and submission **of the Tenders and State Timber Corporation will** in no **way** be responsible **or** liable **for any of** those costs. Each bidder shall submit only one bid per document.

4. CLOSING OF TENDERS:

Tenders marked, sealed and addressed as aforesaid shall be received not later than **10.00 hours on 27-01-2011**. The tender closing date as indicated in the Tender Data Sheet of this Document.

Acceptance of tenders will be closed at the time and date specified in the Tender Data Sheet attached to this document.

Any Tender received after the closing time will be rejected and returned unopened to the Tenderer or to the duly authorized Agent

5. OPENING OF TENDERS:

Tenders will be opened immediately after the closing time fixed for the receipt of Tenders, at the Chairman’s secretariat of the State Timber Corporation, 1st floor, No. 82, Rajamalwatta Road, Battaramulla, Sri Lanka or such other place as arranged. Tenderers or their duly authorised Representative/s may be present at the time of opening of Tenders.

The Chairman Tender Opening Committee (TOC) will open the Tenders and read out or cause to be read out the total Tendering Sum, Name and Address of each Tender, whether Samples (if applicable) and a Bid Bond are submitted, the amount of Bid Bond and the amount of discount declared if any, as indicated in the original Schedule of Prices (**Annexure II**)

Detailed Prices, Technical Data, Specifications or other particulars of the Tender will not be divulged.

6. LOCAL AGENTS:

- (a) Foreign principals, who have a local agent in respect of the bid bond, shall furnish a letter of authorization along with the offer. If they do not have a local agent shall specially declare that they are not represented by any local agent and local agent's commission is payable in respect of the bid. Nomination of agent/s after the submission of the tender will not be valid. The agent nominated at the time of tendering shall not be changed with the period of contract.
- (b) Offers received from local agent representing principals abroad shall not be considered for evaluation of the tender unless they hold a duly executed power of attorney from the Principal empowering the agent to make an offer, enter into a valid agreement on behalf of the Principals, to fulfill all the terms and conditions of the contract. Under any circumstances a letter of authorization from the principals will not be accepted instead of a duly executed power of attorney when the local agent makes an offer.
- (c) Nomination of agent/s after the submission of the tender will not be valid. The agent nominated at the time of tendering shall not be changed within the period of contract.

7. BID BOND:

Each Tender shall be accompanied with a Bid Bond to the value of 1% of the total F.O.B. Price as indicated in the Tender Data Sheet, undertaking that the offer will be held valid for the period specified in Clause (9) of this document and that the offer **shall not be withdrawn** during that period. Bid Bond shall be in the form of a Bank Draft or a Bank Guarantee issued by a commercial Bank Operating in Sri Lanka, approved by the Central Bank of Sri Lanka or a Bank based out side Sri Lanka but "confirmed" by a commercial Bank operating in Sri Lanka and payable to the State Timber Corporation. The Bid Bond shall be substantially in accordance with the specimen at **Appendix III**. Failure to submit the Bid Bond at the time or before the closing of Tenders and in accordance with above requirements **will result in the Tender being rejected. Bid Bonds from unsuccessful Tenderers will** be returned after the award is made to the successful Tenderer. The Bid Bonds of the successful Tenderer will be returned only after the receipt of their Performance Bonds as stipulated in the clause (13) of this document.

The Bid Bond shall be unconditionally encashable, **on the** receipt of first written **demand** of the **State Timber Corporation**.

The bid bond shall be valid for 120 days from the date of opening of tender.

8. SCHEDULE OF PRICES:

- (a) Tenderers shall fill in and sign the prescribed form of the Schedule of Prices (**Annexure II**). Local Agent's Commissions shall be disclosed as a **percentage of FOB**.

Discounts if any, shall also be disclosed as a percentage (%) of FOB price in the space provided for in the Schedule of Prices. Failure to do so would result in the discounts **not being** taken into consideration in the evaluation of the offers.

Offers not in the prescribed form will be rejected.

- (b) The prices quoted shall be written clearly in indelible ink or type written. The total amount of the offer shall be given in words (in English) as well as in figures. The amounts written in words will be taken as correct in case of a discrepancy in the amounts written in words and in figures. The Tenderer shall authenticate any alterations in the offer.

Failure to do so will result in the offer being rejected.

- (c) The Tenderers are allowed to quote in the currency or currencies in which they wish to be paid as well as in Sri Lankan currency subject to a **maximum of three (03) freely convertible foreign currencies acceptable to Central Bank of Sri Lanka**.
- (d) Tenderers shall provide in the prescribed form of Schedule of Prices, the name and address of the Tenderer, Name and address of Manufacturer, the Agent in Sri Lanka, Manufacturer's Catalogue etc.

9. MINIMUM VALIDITY PERIOD OF OFFER:

- (a) All offers shall be held good for acceptance for a **minimum period of One hundred & fifty days (150 days)** from the date of closing of Tenders.
- (b) Prices indicated in the Schedule of Prices, shall be firm and shall not **be subject to any variation** within the validity period of offer specified in (a) above.

10. DOCUMENTS AND DETAILS TO ACCOMPANY THE TENDER

a) The following documents shall be submitted with the Tender.

Failure to furnish the following documents and details with the offer will result in the offer being rejected.

- (i) Duly signed "Certificate of Purchase of Tender Document" (Appendix I) of this document
- (ii) Duly signed "Form of Tender" (Appendix II) of this document
- (iii) **Bid Bond** vide Clause (7) substantially in accordance with the given format (Appendix III).
- (iv) **Duly completed and signed "Schedule of Prices" (Annexure II) of this document**
- (v) **Duly completed and signed "Schedule of Particulars"** attached to the STC Standard (Annexure I).
- (vi) Certified copies of **Test Certificates, Mill Certificates etc. including Type of Tests in English language.**
- (vii) Name and Address of Manufacturer and Certificate of Country of Origin.
- (viii) If the Tenderer is not the Manufacturer, the Tenderer shall furnish documentary evidence of arrangements with the Manufacturer for the Supply of goods offered.
- (ix) Power of Attorney vide Clause 6 (b). **(If applicable)**
- (x) Documents of proof of ability referred to in Clause (23).
- (xi) Details regarding VAT registration as per the Clause 12.2

b) The following documents shall also be submitted with the Tender.

- (i) Manufacturer's Guarantees, Illustrations, Catalogues and Full particulars of the items offered in English language.
- (ii) Details of variations and/or deviations from the Technical Specifications if any. If there are no variations / deviations a Certificate of compliance should be furnished with the offer.
- (iii) Signed Proforma Invoices indicating the full description of items offered and prices.
- (iv) Freight Certificate obtained from a Shipping line or their agents and a certificate indicating approximate weight, measurement of the consignment and the number of Containers etc.
- (v) Lists of Directors vide Clause (33).

11. POWER TO ACCEPT OR REJECT OFFERS AND INTIMATION OF ACCEPTANCE:

- (a) The decision of the Ministry Appointed Tender Board on the award of the contract to the lowest qualified **responsive evaluated offer** will be final.
- (b) The Ministry Appointed Tender Board reserves the right to reject any or all offers, without giving any reasons. The Ministry Appointed Tender Board may accept any or all items of the offers and reserves the right to increase or decrease the quantity of goods, at prices indicated in the Schedule of Prices.
- (c) The notice of acceptance of Tender will be sent by registered post to the successful Tenderer as soon as possible, after the decision of Ministry Appointed Tender Board. Intimation of the acceptance of Tender may alternatively be made by Facsimile if circumstances so require, and **such intimation should be considered as sufficient notice for acceptance.**

12. EVALUATION OF TENDERS & CRITERIA FOR SELECTION OF BIDDERS

The State Timber Corporation with the approval of the Ministry Appointed Tender Board may seek in writing, clarifications or additional information on any TENDERS. In the absence of any response from the Tenderer within the specified period, the Ministry Appointed Tender Board reserves the right to make its own decision

01. Selection of Bidders.

Eligibility

- (a) At least 5 years experience in export of timber/ timber related product or similar export
- (b) The value of the export should not be less than US\$ 1,000,000 (One million)
- (c) The total working capacity and the financial ability should not be less than US\$ 2,000,000 (Two million)
- (d) The total value of capitalized amount for the machinery and equipment should not be less than US\$ 2500000 (Two and half million)

The certificates ,bank statements , Copies of document related to export of timber / wooden products should be submitted along with the bid documents to prove the eligibility.

All responses to requests for clarifications or additional information shall be in writing and no change in the Tendering price shall be sought, offered or permitted.

For the purpose of the determination of lowest, qualified, responsive, evaluated tender out of the tenders received, the tender evaluation process would be carried out in two stages: i.e. (i) **Bid Examination**, (ii) **Bid Evaluation**.

i) Bid Examination

- (a) All tenders opened by the Tender Opening Committee will be examined to determine the eligibility of tenderers responded and to determine the substantially responsiveness of the tenders received commercially.

During the tender examination process in respect of commercial aspect the tenders will be checked to see whether they are complete, any computational errors have been made, required securities have been furnished, all the documents have been properly signed, the tenders are generally in compliance with the requirements stipulated in the tender document and tenders are generally in order. All tenders without material deviations or objections or reservations to critical provisions stipulated in the tender document; such as tender security, applicable law, taxes and duties, past experience, financial stability, litigation history will be deemed to be substantially responsive and only such tenders will be taken for further evaluation and comparison.

All deviations observed during the tender examination would be noted. Tenders with deviations such as incomplete tenders, non compliance with the specified delivery schedule, inclusion of price escalation when fixed priced tenders are called, proposal of subcontracting when subcontracting is not allowed, absence of bid security, lack of proper signature and seal on the form of tender, lack of critically important supporting documents, late tenders, serious procedure deviations from arbitration procedure, tenderers are non eligible for various reason, change in applicable law, shall be rejected and shall not be taken for further evaluation as those tenders are considered to be substantially non responsive.

(ii) Bid Evaluation

(a) Bid Evaluation General Principle

Having determined the substantially commercial responsiveness of tenders, the process of tender evaluation is earned out to determine the lowest evaluated tender from the substantially technically responsive tenders received. For the purpose of evaluation, all the offers determined during the tender examination stage shall be evaluated for technical compliance and ranked in the lowest cost basis. The lowest ranking offer shall then be selected as the lowest evaluated tender having rejected that do not comply technically.

(b) Correction of Errors

During detailed tender evaluation, if there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern. However, if the total tender price increases due to this correction, the unit rate will be adjusted within the tendered price. If the tenderer does not agree for such adjustment, his tender will be rejected without affecting his security.

(c) Currency Conversion

All prices quoted in foreign currencies by foreign suppliers as well as local suppliers will be converted to Sri Lanka Rupees at the Official **Indicative** Exchange Rate **determined by the Central Bank of Sri Lanka**, prevailing on the day of opening of Tenders.

12.1 Tenders

- (a) The offers received from tenderers will be evaluated item wise. The total evaluated price of each item will be the sum of following components.

- i. Offered FOB and C& F price
- ii Local Agency Commission.

- (b)The value added tax (VAT) payable on agency commission will be paid by the State Timber Corporation by Sri Lanka Rupees.

12.2 VALUE ADDED TAX (VAT)

The Tenderers, when submitting tenders: (Applicable for Local Agents of Foreign Bidders)

- (i) If they are registered for the purpose of VAT, they should indicate the amount of VAT claimed separately in the tender documents, in addition to the net value of the tender, along with the VAT registration number.
Declaration of VAT registration number is mandatory requirement or determination of tenders and any tenderer who do not declare his/her VAT registration number will be liable for rejection of the tender.
- (ii) If any tenderer is not registered for VAT, he/she should indicate the net value of the tender

13. PERFORMANCE BOND:

Within fourteen (14) days of receipt of the Letter of Award, the Supplier shall furnish a Performance Bond equal to Ten Percent (10%) of the total contract sum. The Performance Bond shall be in the form of a Bank Guarantee, substantially in accordance with the specimen at Appendix IV and issued by a commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka or a Bank based outside Sri Lanka but "confirmed" by a commercial Bank operating in Sri Lanka. The Performance Bond shall be in favour of the Chairman, State Timber Corporation, Battaramulla, and shall be valid for a period not less than Sixty (60) days from the date of the anticipated final delivery.

In the event of default on the part of the Supplier resulting from breach of conditions hereto, the Chairman, or any person performing to act under the authority of the Chairman may by a written notice terminate the right of Supplier to proceed with any or all remaining deliveries and forfeit the Performance Bond without recourse to legal action. **The Performance Bond will be released after 60 days of satisfactory completion of final delivery.**

14. CLEARING AND TRANSPORT OF MATERIALS:

The successful Tenderer shall, within **Forty Eight (48) hours** of shipment, dispatch and send through a Courier Service / Facsimile duplicate sets of shipping documents to the Chairman, State Timber Corporation. If the original shipping documents are not available at the time of receipt of goods at the port goods shall be cleared on a Shipping Guarantee without having to incur rent or demurrages for the delay.

15. DELIVERY OF GOODS:

- i. The quantities awarded shall be delivered in accordance with the instructions indicated as below and as in the Tender Data Sheet to the Port of Colombo within 120 days from the date of letter of Credit.
- ii. **Tenders that do not** comply with this delivery schedule will be rejected.
- iii. Payments will be made only for the quantities delivered in accordance with the delivery schedule. **No Payments will be made** for any quantities delivered in excess to the stipulated in the delivery schedule.

16. MODE OF PAYMENT:

- (i) Foreign Cost

Payment will be made from STC funds by means of an confirmed an irrevocable Letter of Credit opened in favour of the successful Tenderer, through the correspondent of the **Bank of Ceylon, Sri Lanka**. Letter of Credit will provide for payment to be made as indicated below against shipping documents, which will include clean on-board freight prepaid ,Marine Bills of Lading, signed invoices, certificate of origin, certificate of inspection, warranty and a certificate of quality and quantity from SGS Geneva or their authorized local agent in the country of export. (Supplier has to bear the expenses)

- (a) First Installment **of 70% of the** FOB price of each shipment on presentation of the shipping documents, packing lists etc.
- (b) The balance Installment of **30% of** FOB price will be paid at the end of the contract on issue of a certificate by the Chairman, State Timber Corporation, to the Bank of Ceylon, after the goods have been satisfactorily delivered, both in quantity and quality within 120 days.
- (c) If the beneficiary requires a confirmed Letter of Credit the confirmation charges have to be borne by the beneficiary. All outside Bank charges have to be borne by the beneficiary .

(ii) Local cost (Agents Commission)

- a) The agency commission will be paid in Sri LANKAN currency based on the foreign exchange rates prevailing at the Central Bank of Sri Lanka on the day of opening the tender. In column 7 of the schedule of prices (Annexure II) the tenderer shall indicate the agents commission as a percentage of FOB price and shall not be included in the FOB price.
- b) The amount of commission indicated as in ii (a) above shall be final and shall not be subject to any variations and / or escalations within the validity of period of offer and until the completion of the contract.
- c) Agency commission will be paid on satisfactory completion of the contract /tender. The local agency commission will not be paid to the local agent until the supplier has complied with all his obligations as set out in this tender conditions.

Beneficiary included in the FOB price.

- (a) The amount of commission indicated as in ii (a) above shall be final and **shall not be subject to any variations** and/or escalations within the validity period of offer, and until the completion of the contract
- (b) Agency Commission will be paid on **satisfactory completion of the contract** .
- (c) The value added tax (VAT) payable on Agency Commission will be paid by the State Timber Corporation at prevailing rates, if claimed by the local agent with the VAT Registered No.

17. PACKING, IDENTIFICATION AND MARKINGS:

- (a) In addition to specific packing required as per Technical Specification, the Tendering price shall include the cost of all necessary packing including cases, materials and labour. Export packing should be done in the best possible manner to withstand rough handling in transit. Packages should be suitable for export and to storage in the tropics. The Tenderer will be responsible for inadequate packing. The Supplier is responsible for the adequate packing and shipping the goods to Port of Colombo in good condition.
- (b) All packages should be marked and addressed legibly fairly in large characters in indelible ink as follows:

STATE TIMBER CORPORATION, SRI LANKA

ORDER NO :.....

PACKAGE NO: OF PACKAGES

DESCRIPTION OF CONTENTS:

GROSS WT:..... NET WT:.....

CUBIC MEASUREMENTS:

18. SHIPMENT:

(i) Shipping Advice:

When the Goods are ready for shipment the Supplier shall send the following details by Fax to the Chairman, State Timber Corporation

- (a) Name of the Ship
- (b) Number of Packages
- © Name and Address of the Shipping Agent in Sri Lanka

Within Two (2) days after issue of Bill of Lading and the following documents shall be sent by Air Mail or preferably by courier.

- i. Two copies of invoice.
- ii. Two copies of Freight Prepaid/Freight to pay Clean On-Board Marine Bill of Lading.
- iii. Two copies of packing particulars including the list of items, weight and measurement of each package.
- iv. One certificate of Country of Origin of Goods

Advance copies of above documents may be sent by Fax to expedite clearing of goods.

(ii) **Inspection Certification :**

- 1 Certificate of quality and quantity from SGS Geneva or their authorized local agent or any other recognized institutions in the country of export should certify the acceptance of timber intended to be deliver and such certificates should be sent to the buyer before the consignment is shipped .
- 11 The inspection reports of the team appointed by the Chairman ,State Timber Corporation, should all so be indicated that intended timber to be imported is complied with specified requirements and acceptable . This report too should be submitted to the Chairman , State Timber Corporation before shipment of the consignment .
- 111 The buyer will advice the supplier after scrutinizing the above repots to ship the goods.

(iii) **Delay in Shipping Documents, Discrepancies in Marking and Short Packing:**

In case of delay in receipt of copies of Shipping Documents namely Invoice, Packing List Bill of Lading etc. or if these Shipping Documents as well as Markings etc. on packages are not strictly in accordance with contract consequently causing undue delay in clearing from Port, the Supplier shall bear all extra charges and rent payable to the Sri Lanka Port Authority. In case of short packing or short shipment, less than the quantities in the Invoice, the supplier shall make good all items short packed or shipped and also bear all duplicate payments of Customs Duty and other charges resulting thereof.

19. INSURANCE:

It shall be the responsibility of the Buyer to insure the cargo during their sea freight and until it is cleared out of the Port of Colombo in Sri Lanka. The Supplier must give notice by fax on the following details to the Buyer to insure them during their transit .

- i. Name of carrying vessel
- ii. Name of shipper
- iii. Sea route
- iv. Date of departure of the vessel from Port of shipment
- v. Name of consignee
- vi. Expected date at arrival at the Port of Colombo in Sri Lanka
- vii. Quantity
- viii. No. of units
- ix. Identification marks and numbers and identification colours (if any)
- x. Any other relevant information.

If the supplier fail to do so the goods shall be deemed to be at the Supplier's risk during such transit and until it is cleared from Port of Colombo in Sri Lanka.

20. DELIVERY WITHIN AGREED PERIOD AND DAMAGES FOR DELAY:

Should the supplier anticipate any delay at any time during the execution of the order that the supplier will be unable to deliver the items within the time specified in the Letter of Award, the supplier shall at once give notice accordingly in writing to the Chairman, State Timber Corporation, Battaramulla explaining the cause for the delay. In the case of delay, the Chairman, or the officer authorised by him, shall have the option of either granting an extension or terminating the award ruling the case as default of contract. If the extension is granted, the supplier shall effect shipment within the intended period but will in addition to any other liabilities incurred under this contract, be subject to a deduction from the tendering sum and/or the amount covered by the Performance Bond, for liquidated damages (and not as a penalty) of point one per cent (0.1%) of the FOB value of each item shipped late for each and every complete day that, may lapse between the contracted date of shipment and actual date of shipment subject to a maximum of 5% of the total CIF contract value.

21. CONTRACT NOT TO BE SUBLET:

The supplier shall not assign or sublet the Contract without a written authority from the Chairman, State Timber Corporation. Even if any part of his obligation has been assigned or sublet by the Supplier with written authority from the Chairman, STC, the Supplier will not be relieved from the responsibilities for the due performance of the part assigned or sublet.

22. FORCE MAJEURE:

The Supplier shall not be held responsible for any delay or non-performance of contractual obligations to sell, and the State Timber Corporation shall not be held responsible for any delay or non-performance of its contractual obligations to purchase, all or any part of the supplies caused by Force Majeure, including war, civil insurrection, fires, flood, epidemics earthquakes, quarantine restrictions and freight embargoes, such delay may be excused and the period of such delay may be added to the . time of the performance of the obligation delayed. "

If a Force Majeure situation arises, the Supplier shall within **ten (10) days** notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

Such notification of the Supplier shall be authenticated by the **Sri Lankan Embassy/**

Commission/Consulate/Resident Representative in the respective **Country of origin** in the case of Force Majeure takes place outside Sri Lanka. The purchaser shall ascertain the facts including the extent of delay and the time for completion provided the findings justified such an action.

23. PROOF OF ABILITY:

Tenderers shall submit with their offer documents and/or other evidence of their ability to carry out the contract Factors such as experience, plant facilities, nature of business, capital invested or authorised, turnover, availability of raw materials, guaranteed time of delivery and other relevant matters will be considered during evaluation of offers. Tender Board reserves the right to call for further documentary evidence of the ability of the Tenderers to fulfill the terms and conditions of the Tender.

24. WARRANTY:

- (a) The Supplier warrants to the purchaser that the Goods supplied under the Contract are new, unused, tested as per the standard specified in this document of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract The Supplier further warrants to the purchaser that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except in so far as the design material is required by the Purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions obtaining in the country of final destination.
- (b) This Warranty shall remain valid for eighteen (18) months after the completion of the final delivery.
- (c) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this Warranty.
- (d) Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.
- (e) If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take 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.

25. PATENT RIGHTS CLAIMS:

The Tenderers shall indemnify the State Timber Corporation against all claims if any, arising on account of patent rights or royalties, whether from manufacturers or others, as a consequent of the use by the State Timber Corporation of royalty goods supplied.

26. ARBITRATION:

If during the continuance of this contract or at any time after the termination thereof, any differences or disputes, which may arise between the parties hereto in regard to the interpretation of any of the provisions herein contained or any other matter or thing relating to this contract (other than any difference or dispute in respect of which a decision of the Chairman, State Timber Corporation is declared to be final and binding on the parties hereto) such difference or dispute shall be forthwith referred to an Arbitral Tribunal in Sri Lanka. Composition of the Arbitral Tribunal, Jurisdiction of the Arbitral Tribunal, Conduct of Arbitration Proceedings, Awards and any other matters relating to the Arbitration shall abide by Arbitration Act, No. 11 of 1995 of the Democratic Socialist Republic of Sri Lanka.

27. LAW OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA:

The Tenders and any contracts resulting there from shall be governed and abide by and construed according to the Law of the Democratic Socialist Republic of Sri Lanka.

28. TENDERERS TO INFORM HIMSELF FULLY :

Tenderers shall acquaint themselves fully with the conditions of Tender. No plea for lack of information or insufficient information will be entertained at any time.

29. BIDS TO BE ON OFFICIAL DOCUMENTS:

Offers will be rejected if Tenderers fail to submit their offers on; the official Tender documents and/or if the conditions laid down hereto have not been strictly fulfilled.

30. TENDERER'S STANDARD CONDITIONS:

Tenderer's Standard Conditions of sale, usually printed on the reverse side of the Proforma Invoice or in a separate format, will not be accepted. The Conditions of Tender of the STC shall prevail.

31. SAMPLE:

Two samples to be submitted on or before the tender opening. (with documentary evidence to prove that the sample has been supplied by the foreign supplier)

Sample Size: 50mmx 100mm x 0.5 m 75mm x 100mm x 0.5 m

32. DEFAULTED CONTRACTORS:

A Tender is liable to be rejected forthwith if it is submitted by a Contractor who has, in the past, failed to perform contract obligation satisfactory in accordance with the terms and conditions of this contract **with** the STC.

Any Tenderer who has been blacklisted or defaulted any tender awarded to him previously is not eligible for this Tender and such tender will be rejected.

33. DECLARATION OF DIRECTORS:

When forwarding offers, Private Companies should declare the names of the Current Directors and the Share Holders of the Company. In the case of Public Companies, the Current Directors of such Public Company should be declared.

34. FURTHER INFORMATION:

Any further information and clarifications shall be sought **two weeks** before the closing of tenders in writing from the Chairman, State Timber Corporation, No. 82, Rajamalwate Road, Battaramulla, Sri Lanka.

35. TAXES AND LEVIES:

Notwithstanding anything is specified in the tender conditions, all taxes and levies as and when imposed or imposable by the Government will be taken into account for evaluation and payment purposes.

THE CHAIRMAN
MINISTRY APPOINTED PROCUREMENT
COMMITTEE

Telephone: (94-11-2866600 ,

(94)-11-2860342

Facsimile : (94)-11-2866600

E-mail : cman_stc@slt.net.lk

Web : www.timco.lk

Tender No : STC/PSM/2010 T-04

**CERTIFICATE OF PURCHASE OF TENDER DOCUMENT
(TO BE SIGNED AND ATTACHED WITH THE OFFER)**

Date:

Issued to M/s.
.....
.....

On behalf of M/s.
.....
.....

Non refundable Tender fee receipt No.dated

Manager (Purchasing & Shipping)
State Timber Corporation

Date:.....

I/We agree to abide by the conditions to Tender for Tender No.....and
Therefore submit my/our offer in the attached Schedule of Prices.

Position and Name of Signatory :.....

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

Date:.....

.....
Signature of Tenderer and Seal

APPENDIX II

Tender No. STC/PSM/2010/T-04

MINISTRY OF ENVIRONMENT

FORM OF TENDER

The Chairman
Ministry Appointed Procurement Committee
Ministry of Environment
No. 82, Rajamalwatte Road,
Battaramulla , Sri Lanka

I/We having examined the Conditions of Tender, the Schedule of Prices and all other Documents pertaining to this supply, do hereby offer and undertake to carry out the work/supply, to the satisfaction of the Chairman, State Timber Corporation strictly in accordance with the conditions of Tender; at the prices and within the delivery period set forth in the accompanying Bill of Quantities pertaining to Tender No. and in consideration of the trouble and expense incurred by you in 'preparing the contract documents and in examining and considering the Tender, I/We further undertake that this Tender shall not be withdrawn by me/us before the expiration of five calendar months from the date of closing but shall remain binding on me/us and may be accepted at any time before such expiration.

And I/We further undertake in the event of this Tender being accepted to furnish a Performance Bond corresponding to 10% of the contract sum. Such Bond shall be on the form of a Bank Guarantee or such other from as provided in the Tender Conditions and shall be in favour of the Chairman, State Timber Corporation for the due Performance of the Contract and for the payment of all claims to which the State Timber Corporation may be entitled, and to execute an agreement in the prescribed form duly stamped by me/us at my/our expense in accordance with the Stamp Duty Ordinance and to complete the work to the entire satisfaction of the Chairman, State Timber Corporation.

And **I/We** further agree that, in the event of my/our withdrawing the offer or declining or failing to execute such bond and/or agreement within two (2) weeks of my/our bank called upon to execute such bond and/or such Agreement, the State Timber Corporation has the right to confiscate the Bid Bond and to recover from me/us the full amount of damages sustained by the State Timber Corporation as a result of my/our so declining or failing.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

Documents to be attached : (i) – (xi)

Signature of Tenderer

Date

Company Seal

Tenderer's Name

Address

Witness : 1.....
Signature

Name : 1.....

Address : 1.....

Tender No : STC/PSM/2010 T-04

STATE TIMBER CORPORATION

FORM OF BID BOND

State Timber Corporation

Battaramulla.

Dear Sirs,

At the request of our constituentof (hereinafter referred to as The Contractor") we the undersigned..... duly incorporated in and having its head office at and carrying on business atin the Island of Sri Lanka do hereby undertake and promise to pay to you on demand at Colombo in Sri Lanka currency such sums not exceeding in the aggregate Rupees (Rs) as may be demanded by you from time to time here-under provided every such demand is made in writing under the hand of the Chairman or your Corporation or any person purporting to act under the Authority of the Chairman of the State Timber Corporation.

Notwithstanding anything to the contrary herein contained these presents shall be valid only up to and include the day of 2010 and shall not hereafter be of any force of avail in law except in respect of any **demand** made by you before 2 p.m. on the said day of 2010 provided however that **in** case we shall have before 2 p.m. on the said day of 2010 extended the period of validity of these presents up to any date subsequent to the said day of 2010 then **the** provisions of this clause shall set and amended and read as if the date of which these presents is so extended and originally been inserted wherever in this clause the said day of 2010 occurs and these presents shall have force accordingly. Such period of validity may similarly be extended from time to time so as to keep these presents in full force up to such extended date or dates.

A demand addressed to us under the hand of your Chairman or other Officer of your Corporation acting as aforesaid shall be sufficient and conclusive proof that we are liable to pay to you the sum demanded hereunder.

Our liability hereunder shall not in any event exceed a sum of Rs (Rs.....) in the aggregate and every payment made by us hereunder shall be a pro tan to discharge of **our** aggregate liability hereunder.

We specifically agree that you shall be at liberty either in one action to sue us and the said contractor or any other persons 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 the said Contractor should be excused or proceeded against by action in the first instance and the right to claim that you should recover from us appropriate share of the amount claimed and all other rights, benefits and privileges to which guarantees or sureties are or may in law be entitled, it being expressly agreed and understood that we shall be liable in ad respects hereunder as principal debtor to the extent aforementioned including the liability to be used before recourse is had against the Contractor.

Yours faithfully,

Witness:

- 1.....,,.....
- 2.....

"The above Guarantee is issued in respect of the Tender submitted by.....to the Chairman, State Timber Corporation, for the supply and delivery of

APPENDIX IV

Tender No : STC/PSM/2010 T-04

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that by this BOND we whose registered office is at (hereinafter called "Contractor") and a body incorporated in Sri Lanka carrying on business in Colombo whose registered office is at (hereinafter called the "Surety") are hold and firmly bound into the STATE TIMBER CORPORATION having its Head Office at No82, Rajamalwatte Road, Battaramulla its Successor and assigns for an on behalf of the STATE TIMBER CORPORATION.

Hereinafter called the ("Employer") in the Sum of Rupees(Rs) for the payment of which said sum of money the Contractor and the Surety bond themselves, their successors and assigned jointly and severally by these presents.

WHEREAS We the said Contractor and Surety do hereby undertake and promise to pay to you on demand at Colombo such sum not exceeding Rupees..... (Rs) as may be demanded by you from time to time provided every such demand is made in writing under the hand of the chairman of the Employer or by any person purporting to act under the authority of theChairman. Such written demand shall be sufficient and conclusive proof that we are liable to pay to the Employer the sum demanded herein due.

WHEREAS the Contractor and the Employer have entered into an Agreement herein after called ("the said Contract") for the Supply and delivery - executing of..... more particularly described in the Tender bearing No dated in conformity with the provisions of the said Contract.

NOW THEREFORE, the CONDITIONS of the above written Bond is such that if the Contractor shall duly perform and observe all the terms provisions, conditions and stipulations of the said Contract on the Contractor's part to be performed and observed, according to the true purport, intent and meaning thereof, or if on default by the Contractor the Surety shall satisfy and discharge any damage or loss and shall pay all costs or expenses, or otherwise sustained by the Employer thereby, up to the amount of the above written Bond then this obligation shall be null and void, but otherwise shall be and remain in full force and effect, but no alteration in terms of the said Contract made by agreement between the Employer and the Contractor, or in the extend, or nature of the works to be executed there under, and no allowance of time by thy Employer or the Officer under the said Contract, nor any forbearance or forgiveness in, or in respect of any matter or thing concerning the said Contract on the part of the Employer or the said Officer shall in any way release the surety from any liability under the above written Bond.

THIS BOND shall operate and take effect as from, the date hereof and shall continue in force and remain valid as and from day of Two Thousand..... until day of (Two Thousand both days inclusive provided however, the period of validity of this Bond may be extended up to any (Me subsequent to the said day of 2010 then this Bond shall remain full force and effect up to such extended date.

Provided always and it is hereby declared and agreed that all the rights and remedies of the Employer under this Bond are to be cumulative and in addition to, and not in substitution for their respective rights and remedies under the said Contract and the rights of the Employer against the Contractor and Surety and either of them and their or his respective successors and assigns shall not be prejudiced or affected by any alteration which may be made by agreement between the parties to the said Contract in the terms thereof and of any such award as aforesaid or in the nature of the work to be executed and obligations to be performed thereunder or by time being granted to the Contractors.

It is hereby further declared and we specifically agree that you shall be at liberty either in one action to sue us and the said Contractor 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 Contractor should be excused or proceeded against by action in 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 and 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 Contractor. Any suit at Law or Proceedings in equity if brought against the Surety or Contractor of any other person to recover any claim hereunder the same shall be instituted in Sri Lanka.

In witness whereof the parties hereto have hereunto set their hand at Colombo on the dates herein mentioned.

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the..... day of, 2010.

BETWEEN

(1) The State Timber Corporation a body corporate duly incorporated under the State Industrial Corporation Act. No. 49 of 1957 and having its registered office at No.82, Rajamalwatta Road, Battaramulla in the said Republic of Sri Lanka (hereinafter called "Purchaser"

And

(2) (Company / Persons Name) a Corporation duly incorporated under the laws of Sri Lanka having its Principal place of business at.....(hereinafter called the "Supplier"

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz..... and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of(hereinafter called "the Contract Price").

NOW THIS AGREEMENT WIRNESSETH 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 Specificati
 - (e) The Supplier's Bid and original Price Schedules;
 - (f) The Purchaser's Notification of Award;
 - (g) (Add here any other documents)
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 and on behalf of
State Timber Corporation

For an on behalf of
.....(Company)

.....

.....

Signed, sealed and delivered by the said parties in the presence of

Witnesses

1.

2.

Witnesses

1.

2.

Common Seal

Company Seal

STC
Standards
&
Specification
for
SAWN TIMBER



රාජ්‍ය දැව සංස්ථාව
அரசாங்க மரக் கூட்டுத்தாபனம்
STATE TIMBER CORPORATION



NO: 82,Rajamalwatte,Battaramulla,Sri Lanka.

Tel:+94-11-2866600, 2866601-5

Fascimile: 94-11- 2866600

E-mail : cman_stc@slt.net.lk

Web : www.timco.lk

STC SPECIFICATION
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SPECIFICATION FOR SAWN TIMBER

1.0 SCOPE

This Specification covers the service conditions, applicable standards, general standards, criteria for selection, manufacturing requirements, additional requirements, seasoning, marking and cords, storage and handling. Information to be supplied with the offer and inspection and testing of intended for Sawn Timber used for building construction purposes.

2.0 SERVICE CONDITIONS

Sawn timber intended for use as building construction material (structural purposes and non structural purposes)

Common uses – Roof construction, construction of joinery and construction of door and window sashes.

Generally timber in service protected by weather elements but some timber in service such as joinery and door and window frames are partly or fully exposed to weather elements.

a)	Maximum ambient temperature	-	40° C
b)	Maximum annual average temperature	-	30°
c)	Maximum relative humidity	-	90°
d)	Environmental conditions	-	Humid tropical climate with polluted atmosphere
e)	Operational altitude	-	From MSL to 1900 m above MSL
f)	Isokeraunic (90 day) level	-	90 days

3.0 APPLICABLE STANDARDS

Sawn Timber shall be supplied in accordance with the latest editions of the standards specified below and amendments thereof.

Timber from Malay Peninsula – Malaysian Grading Rules

Timber from any other country – Grading Rules applicable to the Country of Origin.

However the requirements/values specified by the Purchaser shall supersede the requirements of the above standards.

4.0 GENERAL REQUIREMENTS

4.1 Species

Timber from Malay Peninsula :

<u>Standard Name</u>	<u>Scientific Name</u>	<u>Density Range</u>	<u>Grade</u>
		<u>Kg/Cu.M at 15% M.C</u>	
Kempas	<i>Koompassia malaccensis</i>	770-1120	Standard
Tulang	<i>Koompassia excelsa</i>	800-865	structural
Kandis	<i>Garcinia species</i>	690-1120	grade

4.2 Content of Sapwood

Sapwood is not allowed.

4.3 Decay

Fungal decay is not allowed.

4.4 Insect attack and damages

Borer holes or any other insect attack or damages are not allowed.

4.5 Shape

Faces of the sawn timber shall be generally rectangular in shape with straight edges.(Wane edges are not allowed.)

4.6 Seasoning

- a) All sawn timber pieces irrespective of species are to be air seasoned. Such air seasoning shall be sufficient to ensure prevention of drying damages during the freight.
- b) Seasoning is deemed to commence at the time of saw milling . Sawn Timber should be air seasoned for a reasonable time period, and they shall be protected against heavy and continuous rain.-23-
- c) The moisture content of the sawn timber shall be determined prior to shipment by the oven dry method. The use of moisture meter is acceptable but it is to be noted that when moisture meters are used, any measurements over 25% shall be confirmed by the oven dry method.
- d) Shipment shall not be undertaken until the average moisture content of the batch being treated is reduced to less than 28%. Further no individual piece of sawn timber in the batch shall have moisture content greater than 30%.
- e) All timber pieces to be free from drying defects such as splits, cracks, ring and cup shakes, case hardening etc. Such defects are not allowed.
- f) Every timber pieces should be end coated with approved sealer

4.7 Timber Grade

- a) All timber species shall comply with standard structural grade or higher quality grade.
- b) All timber pieces to be free from drying defects such as splits, cracks, ring and cup shakes, case hardening etc. Such defects are not allowed.

5.0 CRITERIA FOR SELECTION

After clearing the shipment from the Port , the sawn timber consignment to be delivered to the State Timber Corporation’s Yard and a Board of Officials appointed by the Chairman, STC will examine the sawn timber (within a reasonable period of time) If total consignment or part of it is not upto the specified standards, the Purchaser will ask the University of Sri Jayewardenepura and University of Moratuwa , Sri Lanka to inspect the whole consignment of sawn timber and collect samples for further identification and testing. Prior to such inspection and sample collection Local Agent of the Supplier will notify to participate as witness. Expenditure for sawn timber examination, identification and testing are borne by the purchaser.

If the findings of University of Sri Jayewardenepura and/or University of Moratuwa are contradicted with the supplier’s certificate/s the findings of the above mentioned University/universities will be supersede the supplier’s certificates.

6.0 MANUFACTURING REQUIREMENTS

Sawn Timber Sizes & Requirement -1000 Cu.m 5% + Or -

6.1 Dimensions and quantities:

<u>Cross Section(inch.)</u>	<u>Length (ft.)</u>	<u>Nos</u>	<u>Cross Section(inch.)</u>	<u>Length (ft.)</u>	<u>Nos</u>	
		pcs			pcs	
4"x2"	8	500	3"x6"	12	90	
	9	500		13	85	
	10	1000		14	75	
	11	1765		15	70	
	12	1620		16	65	
	13	1495		17	65	
	14	1385		18	60	
	15	1295		19	55	
	16	1215		20	55	
	17	1140		21	50	
	18	1075		22	50	
	19	1020		23	45	
	20	970		24	45	
	21	925				
	22	880		4"x6"	12	70
	23	845			13	65
	24	810			14	60
					15	55
	3"x4"	8		500		16
9		500		17	50	
10		500		18	45	
11		540		19	45	
12		495		20	40	
13		455		21	40	

	14	425		22	35
	15	395		23	35
	16	370		24	30
	17	350			
	18	330	1"x9"	12	90
	19	315		13	85
	20	295		14	75
	21	280		15	70
	22	270		16	65
	23	255		17	65
	24	250		18	60
				19	55
3"x5"	12	215		20	55
	13	200		21	50
	14	185		22	50
	15	175		23	45
	16	165		24	45
	17	150			
	18	145	1"x10"	12	80
	19	135		13	75
	20	130		14	70
	21	125		15	65
	22	120		16	60
	23	115		17	55
	24	105		18	55
				19	50
2"x6"	12	270		20	50
	13	250		21	45
	14	230		22	45
	15	215		23	40
	16	205		24	40
	17	190			
	18	180			
	19	170			
	20	160			
	21	155			
	22	150			
	23	140			
	24	135			

6.2 Bare sawn timber :

Maximum 3 mm. or 1/8” variations of exact cross sectional sizes of required timber
Timber from Malay Peninsula – Standard structural grade.

6.3 Strength Properties

Density, Hardness, compression parallel to grain, compression perpendicular to grain modulus of elasticity.

7.0 Additional Requirements

7.1 Marking and Code letters

7.1.1 Marking

Each sawn timber bundle shall be marked with the following:

- a) Suppliers code or trade mark.
- b) Grade Mark
- c) Standard Name of the timber
- d) Country of origin
- e) Registered number of the timber Grader
- f) Supplier’s registration certificate number with the grading authority.
- g) Parcel number and Buyer’s own marks such as State Timber Corporation, Port of Colombo.

7.2 Storage, handling and Manufacturing damage

The storage, handling and manufacturing damage shall confirm to the relevant standard.

8.0 INFORMATION TO BE SUPPLIED WITH THE OFFER

The following information shall be furnished by the Tenderer.

- i) Schedule of Particulars duly filled in and signed by the Tenderer for each batch of Sawn Timber (Annex 1)
- ii) List of supplies, during the last five years, to other utilities made by the Tenderer. Such lists should include the name of the utility and address, the quantities, the species and dimensions of the sawn timber supplied.
- iii) Drawings, literature about the supplier and his organization, and any other particulars called for or that would be useful in evaluating his tender.
- iv) Test certificates and reports in accordance with the relevant applicable standard, on different species supplied by the Tenderer, are to accompany the offer. It is required that such certificates and reports are issued by SGS Geneva or their authorized local representative in the country of origin.
- v) Grading certificates from authorized grading organization in the country of origin.

Each test certificate shall provide the following information.

- a) Species, and dimensions of the Sawn Timber.
- b) Type of seasoning of Sawn timber.
- c) Density
- d) Hardness
- e) Compression parallel to grain
- f) Compression perpendicular to grain
- g) Elasticity
- h) Moisture Content at time of shipment

9. INSPECTION AND TESTING

9.1 Inspection

The selected Tenderer shall make necessary arrangements for inspection by Officers of SGS during packing, and before dispatch. Arrangement shall also be made to carry out inspections in his or their presence with necessary acceptance/sample tests in accordance with the specified standards. this inspection report should be forwarded to the buyer before the consignment is loaded to the ship as mentioned In the clause no.18 (II).If the buyer wishes to inspect the goods before shipment by a team appointed by the chairman – STC in presence of the supplier /Local Agent in the country of origin the seller / agent should arrange facilitation for inspection. The buyer will bare the total cost for associated with visiting abroad of the team.

The Tenderer shall ensure that all facilities, equipment, gear, instruments, forms etc. are made readily available to ensure the smooth and expeditious carrying out of all inspections and tests.

The Tenderer Shall Furnish the following before inspection;

- a) A certificate stating that all pieces of sawn timber to be supplied have been checked to ensure that they conform strictly to the Criteria of testing.

9.2 Submission of the samples

Two number of timber samples from each species to be supplied by the Tenderer (dimensions 50 mm x 100 mm x 0.5 m. , 75 mm x 100 mm x 0.5m) Samples to be forwarded to the Research Division , State Timber Corporation, 82, Rajamalwate Road, Battaramulla before the closing date of the tenders.

Timber samples should be supplied from the relevant country of origin. The document with regard to import of samples should be submitted along with the samples to determine that the samples were particularly imported from the country of origin.

9.3 Testing of samples

Timber samples shall be inspected by University of Sri Jayawardhanapura and University of Moratuwa Sri Lanka. If samples are not upto the specified standards such offers shall be rejected.

11.0 SCHEDULE OF PARTICULARS FOR SAWN TIMBER

<u>Description</u>	<u>Units</u>
1. Species (Botanical name)	
2. Trade Name	
3. Country of Origin	
4. Average Age of Tree used to convert sawn timber	Years
5. Durability Class	
6. Dimensions Quantities	
7. Grade and Grade Mark	
8. Name of the Grading authority	
9. Registered No. of the Timber Grader	
10. Suppliers registration number with the Grading authority	
11. Country of Origin	
12. Hardness	
13. Compression parallel to grain	
14. Compression perpendicular to Grain	
15. Modulous of Elasticity	
16. Method of Seasoning	
17. Method of Marking	
18. Average Moisture Content before shipment	%
19. Percentage of sawn timber pieces tested for moisture Content	%
20. Whether end sealers used	
21. Material used for end sealing	

Seal and Signature of Tenderer

Date:

SCHEDULE OF PRICES

State Timber Corporation

- 1) Quantity required : 1000 Cu.meters 5% + or -
 - 2) Description of Sawn Timber :
Sawn Timber as per State Timber Corporation
Specification : (in figures)
(in words)
 - 3) Timber Species offered :
-
- 4) Country of Origin with State of Province :
 - 5) Total FOB prices (currency name in Which payment is desired) : (in figures)
 - 6) Total Sea Freight (By Ceylon Shipping Line) : (in figures).....
(Specify whether liner of Character) : (in words)
 - 7) Local Agent's Commission (As a percentage of FOB price) : (in figures).....
(in words)
 - 8) Total CFR Colombo Price (In currency in which payment is Desired) :
 - 9) Delivery :
a) Date of commencement
b) Date of Completion
c) The port of shipment :

Discount(if any as a percentage of FOB).....
 I/We have furnished a Bid Bond No.....For
 Rs:.....from.....
 As Bid security. I/We agree to abide by the condition stipulated in the Tender No.....

.....
 Signature of the Bidder Signature of Witness 1 Signature of witness 2
 Date..... Date..... Date.....

Name, address and contact number of the Principal

Name and address of the witness 1.....

Name and address of the witness 2.....

Name and address of the local agent.....

Note: If there is no Ceylon Shipping Line vessel arrangements shall be made to transport sawn timber by other Shipping lines and the tenderer shall quote accordingly:



**STATE TIMBER
CORPORATION**
MINISTRY OF ENVIRONMENT



TENDER NOTICE

Tender No. STC/PSM/2010/T-04

Tender for Import & Supply of 1000 Cu.M. Sawn Timber

The Secretary, Ministry of Environment No. 82, Rajamalwatte Road, Battaramulla, Sri Lanka will receive sealed tender for import & supply of Sawn Timber to the State Timber Corporation. Tender will be closed at 10.00 a.m. on 27.01.2011

Tender should be submitted on the forms available in the office of

**Manager (Purchasing & Shipping)
State Timber Corporation
82, Rajamalwatte Road,
Battaramulla**

Up to 03.00 p.m. 26.01.2011 on payment of non-refundable tender fee of Rs. 1500/- per set. Cancelled Documents if required could be purchased on a cash payment of Rs. 200/-. The documents will be issued between 9.00 a.m. to 12.00 noon & 12.30 hrs. to 15.00 hrs. on normal working days.

Tender forms could be obtained from the above mentioned address. For further details, please contact the Manager (Purchasing & Shipping), Telephone - 2866601.

Sealed Tender should be addressed to :

**Chairman
Ministry Appointed Procurement Committee
Ministry of Environment
No. 82, Sampathpaya,
Rajamalwatte Road
Battaramulla**

With the top left hand corner of the envelope marked "Tender for import and supply of Sawn Timber & dispatched either by Registered Post or may be deposited in the Tender Box placed at the office of the Chairman, State Timber Corporation, 1st Floor, No. 82, Rajamalwatte Rd., Battaramulla to receive before closing time as instructions given in the Tender Conditions.

Tender documents can be inspected free of charge at the office of the Manager (Purchasing & Shipping), State Timber Corporation during working hours. The tender document can be down loaded from the Web site and the non refundable fee of Rs. 1500/- should be paid at the time of handing over the completed tender document to the Manager (Purchasing & Shipping).

**Chairman
Ministry Appointed Procurement Committee
Ministry of Environment
No. 82, Sampathpaya,
Rajamalwatte Road
Battaramulla**

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