BID NOTICE
STATE TIMBER CORPORATION
Ministry of Mahaweli Development & Environment

Bid for Supply of 500 cu.m (5%±) Imported Sawn Timber

BID NO : STC / PSM / 2017 / PRO - 13

(2” x 4” – 147100 ft), (3” x 5” – 16480 ft), (2” x 5” – 12675 ft)
(2” x 6” – 24250 ft), (3” x 6” – 19625 ft), (4” x 6” – 7105 ft)
(3” x 4” – 6600 ft), (8” x 4” – 2205 ft), (2” x 2” – 30000 ft)

Chairman, Procurement Committee, State Timber Corporation, No.
82,”Sampathpaya”, Rajamalwatte Rd, Battaramulla, Sri Lanka will receive
sealed bids for supply of imported sawn timber to the State Timber Corporation
and the Bid will be closed at 14.00 hours on 26.05.2017 and the Bid will be opened
at the same time.

You or Your representative can participate at the time of opening.

The Bid document can be collected from:
Manager (Purchasing & Shipping),
State Timber Corporation,
82,”Sampathpaya”, Rajamalwatte Road,
Battaramulla.
0112866601-05(Extension - 280)
0112866622

Up to 15.00 hrs on 25.05.2017 payment of non-refundable bid fee of
Rs. 2500/- per set on cash payment and a letter of request for document.
The document will be issued between 9.00 hrs to 15.00 hrs on normal
working days.

For further details, please contact Dy. General Manager (M) on telephone
0112866601 - 5 (Ex.230), 0112866636

Sealed Bids should be addressed to:
Chairman,
Procurement Committee,
State Timber Corporation,
No 82, Sampathpaya,
Rajamalwatte Road,
Battaramulla.

On the top left hand corner of the envelope the words “Bid for supply of Imported
sawn timber” should be marked & dispatched either by Registered post or may be
deposited in the tender box placed at the office of the Chairman, State Timber
Corporation.

Bid documents can be inspected free of charge at the office of the Manager
(Purchasing & Shipping), State Timber Corporation during working hours and it is
available for inspection in the STC web address given below.

Web: www.timco.lk
Chairman - State Timber Corporation
BID DOCUMENT FOR SUPPLY OF 500 CU.M IMPORTED SAWN TIMBER

PROCUREMENT NO: STC / PSM / 2017 / PRO - 13

STATE TIMBER CORPORATION

MINISTRY OF ENVIRONMENT & RENEWABLE ENERGY
-02-

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

BID DOCUMENT FOR SUPPLY OF IMPORTED SAWN TIMBER

PROCUREMENT NO: STC/ PSM/ 2017 / PRO 13

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Chairman,
Procurement Committee
State Timber Corporation
No.82 Rajamalwatte Road,
Battaramulla,
Sri Lanka.

Telephone : (94)-11-2866610, (94)-11-2866600, (94)-11-2866636.
Facsimile : (94)-11-2866600, (94)-11-2866012

E-Mail cman_stc@slinet.lk
Web : www.timco.lk
ITEM DESCRIPTION:
Bid for the supply and delivery of following imported sawn timber in accordance with the Specifications

ITEM NO AND DESCRIPTION:
Sawn Timber - 500 Cu.M ± 5% (2” x 4” – 147100 ft. , (3” x 5”) – 16480 ft.) , (2” x 5”) - 12675 ft.),
(2” x 6” – 24250 ft.), (3” x 6” – 19625 ft.), (4” x 6”) – 7105 ft.),
(3” x 4” – 6600 ft.) , (8” x 4”– 2205 ft.) , (2” x 2”) – 30000 ft]
(As specified length described in the Appendix vi under the STC standards and specification.)
Supplier should supply minimum 75% of pieces from the each length out of all categories of cross sections and should comply with total linear feet requirement.

BID NO:
STC/PSM/2017/PRO 13 - Supply of imported Sawn Timber

BID BOND:
A Bid Bond to the value of Three Percent (3%) from the total value of quotation drawn in favour of chairman – State Timber Corporation in the form of bank guarantee or bank draft.

PLACE OF ACCEPTANCE OF BID:
Office of the Chairman, State Timber Corporation, No. 82, Rajamalwatte Road, Battaramulla, on behalf of chairman - State Timber Corporation Procurement Committee.

CLOSING DATE OF THE BID:
Bid will be closed at 14.00 hours on 26.05.2017 and the Bids received will be opened immediately thereafter at the Conference Hall, 1st Floor, State Timber Corporation, No 82, Rajamalwatte Road, Battaramulla.

PLACE OF DELIVERY OF SAWN TIMBER:
STC Timber Depots,
Boossa,Beruwala,Kadawatha,Pannipitiya

DELIVERY SCHEDULE:
All 500 cu. Meters 5% ± should deliver to the above depots within 120 days from the date of the purchased order issued by the STC.

CONTACTING PERSON FOR INFORMATION
D.G.M (Marketing),
Tel - 011-2866601 – 5 (Ext – 230)
011-2866636
Fax – 011-2866012 e-mail – dgmmt@yahoo.com
GENERAL CONDITIONS OF BID
STATE TIMBER CORPORATION

1. DEFINITION:
A. The term “successful Bidder” shall mean and include the Bidder, his heirs and assignees.
B. The term “Chairman, State Timber Corporation” shall mean and include the Chairman, State Timber Corporation, his successors and his permitted assignees.
C. The “buyer” shall mean and include the Chairman State Timber Corporation his successors and permitted assignees.
D. The “Principal” shall mean and include the successful Bidder, who represents through his local agent.

2. SCOPE OF WORK:
The Chairman, Procurement Committee, State Timber Corporation , No. 82, Rajamalwatte Road, Battaramulla, Sri Lanka will receive the bids for the Supply and Delivery of Sawn Timber as in the Bid Data Sheet (Page 3) and Schedule of Prices of this document.

This invitation for Bid is open for local & Foreign Bidders and their Local representatives.

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

Supplier should supply minimum 75% of pieces from the each length out of all categories of cross sections and should comply with total linear feet requirement.
The contract shall be in English language. Therefore all documents related to the contract shall be in English Language.

3 RECEIPT OF BIDS:
The Bid document includes Bid Data Sheet, General Conditions of Bid including appendixes and STC Standard Specifications.

Bids shall be submitted in duplicate using the Schedule of Prices attached to this document. The Original and Duplicate copy of the Bid 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 Bid 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 Bidder shall also be clearly marked on the envelope.

Bids sealed, marked and addressed as aforesaid could be sent by post to the Chairman, Procurement Committee, State Timber Corporation, No.82, Rajamalwatte Road, Battaramulla, or deposited in the Tender Box provided for this purpose at the Office of the Chairman, State Timber Corporation, No.82, Sampathpaya, Rajamalwatte Road, Battaramulla, Sri Lanka.

The Bidders shall bear all costs associated with the preparation and submission of the Bids 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 BIDS:
Bids marked, sealed and addressed as aforesaid shall be received not later than 14.00 hours on 26.05.2017. The Bid closing date as indicated in the Bid Data Sheet of this Document.

Acceptance of Bids will be closed at the time and date specified in the Bid Data Sheet attached to this document.
Any Bid received after the closing time will be rejected and returned unopened to the Bidder or to the duly authorized Agent.

5. OPENING OF BIDS:
Bids will be opened immediately after the closing time fixed for the receipt of Bids, at the Conference Room of the State Timber Corporation, No. 82, Sampathpaya, Rajamalwatta Road, Battaramulla, Sri Lanka or such other place as arranged. Bidders or their duly authorized Representative/s may be present at the time of opening of Bids.

The Chairman, Bid Opening Committee (BOC) will open the Bids and read out or cause to be read out the total Bidding Sum, Name and Address of each Bid, whether Samples 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, III).

Detailed Prices, Technical Data, Specifications or other particulars of the Bid will not be divulged.
6. LOCAL AGENTS:

(a) Foreign principals, who have a local agent in respect of the bid, 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 not payable in respect of the bid. Nomination of agent/s after the submission of the Bid will not be valid. The agent nominated at the time of bidding 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 Bid 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) Registration of Contract:
All persons who act as an agent or sub-agent, representative or nominee for or on behalf of any bidder, are required to register themselves before submission of bids, with Registrar of Contract, Sri Lanka as required by the public Contract Act No: 3 of 1987, if the bid value exceeds SLR 5 Million, The Certificate of Registration should be submitted with the bid. The bids of bidders who fail to submit original Certificate shall be rejected.

(d) The Power of Attorney must be registered at the Registrar General’s Department in Sri Lanka and attached to the quotation. If any quotations without a certified copy of Power of Attorney are submitted, such quotations will be rejected.

(e) Nomination of agent/s after the submission of the Bid will not be valid.

6.1 LOCAL SUPPLIER:

(a) The local suppliers can quote their supply rates in SLR only. The suppliers shall state their bank details in the Performa invoice to enable to make the payments. Payments are made after delivery of timber to the delivery point consecutively.

7. BID BOND:

Each Bid shall be accompanied with a Bid Bond to the value of Three Percent (3%) from the total value of quotation, 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 outside 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 Bids and in accordance with above requirements will result in the Bid being rejected. Bid Bonds from unsuccessful Bidders will be returned after the award is made to the successful Bidder. The Bid Bonds of the successful Bidder 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 Chairman, State Timber Corporation.

The bid bond shall be valid for 150 days from the date of opening of Bid.

8. SCHEDULE OF PRICES:

(a) Bidders shall fill in and sign the prescribed form of the Schedule of Prices (Annexure II, III). Local Agent's Commissions shall be disclosed as a percentage of FOB. The local suppliers are not applicable for the agency commission.

Discounts if any, shall also be disclosed as a percentage (%) of FOB price by the foreign suppliers & the local suppliers shall disclose as a percentage of total value of the bid 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 which are 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 Bidders shall authenticate any alterations in the offer.

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

(c) The foreign Bidders should quote in USD ($) & the local bidders should quote in SLR.

(d) Bidders shall provide, the name and addresses of the Bidder & local Agent (if applicable) in Sri Lanka in addition to the prescribed form of Schedule of Prices as per annexure II or III.
9. **MINIMUM VALIDITY PERIOD OF OFFER & BID BOND:**

(a) All offers shall be held good for acceptance for a minimum period of **One hundred & twenty days (120 days)** from the date of closing of Bids.

(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.

The minimum validity period of bid bond should be not less than **One hundred & fifty days (150 days)** from the date of closing of bid.

10. **DOCUMENTS AND DETAILS TO ACCOMPANY THE BID**

A) The following documents shall be submitted with the Bid.

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 Bid Document" (Annexure I) of this document
(ii) Duly signed "Form of Bid" (Annexure II) of this document
(iii) **Bid Bond** vide Clause (7) substantially in accordance with the given format (Annexure III).
(iv) Duly completed and signed "Schedule of Prices** (Annexure II or III) of this document
(v) Duly completed and signed "Schedule of Particulars" attached to the STC Standard (Annexure I).
(vi) Name and Address of saw mills and Certificate of Country of Origin.
(vii) If the Bidder is not the Manufacturer, the Bidder shall furnish documentary evidence of arrangements with the Manufacturer for the Supply of goods offered.

(viii) Powers of Attorney vide Clause 6 (b). (If applicable)
(ix) Documents of proof of ability referred to in Clause (23).
(x) Details regarding VAT / NBT registration as per the Clause 12.2
(xi) At the time of opening the bid the sample should be available. Otherwise the bid will not be opened and returned.

B) The following documents shall also be submitted with the Bid.

(i) 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.
(ii) Signed Performa Invoices indicating the full description of items offered, prices and bankers’ details.
(iii) 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. (Applicable for Foreign suppliers)

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

(a) The decision of the State Timber Corporation Procurement Committee on this contract will be final.

(b) The State Timber Corporation Procurement Committee reserves the right to reject any or all offers, without giving any reasons. The State Timber Corporation Procurement Committee 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 Bid will be sent by registered post to the successful Bidder in addition to by e-mail & fax as soon as possible, after the decision of the STC Tender Board.

(d) Intimation of the acceptance of Bid may alternatively be made by Facsimile if circumstances so require, and such intimation should be considered as sufficient notice for acceptance.

12. **EVALUATION OF BIDS:**

The State Timber Corporation Procurement Committee may seek in writing, clarifications or additional information on any Bid. In the absence of any response from the Bidder within the specified period, the State Timber Corporation, Procurement Committee reserves the right to make its own decision.

All responses to requests for clarifications or additional information shall be in writing and no change in the Bid price shall be sought, offered or permitted.
Bid The bid evaluation procedure is as follow.

I) Examination
(a) All Bids opened by the Bid Opening Committee will be examined to determine the eligibility of Bidders responded and to determine the substantially responsiveness of the Bids received commercially.

During the Bid examination process in respect of commercial aspect the Bids 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 Bids are generally in compliance with the requirements stipulated in the Bid document and Bids are generally in order. All Bids without material deviations or objections or reservations to critical provisions stipulated in the Bid document such as Bid security, applicable law, taxes and duties, past experience, financial stability, litigation history will be deemed to be substantially responsive and only such Bids will be taken for further evaluation and comparison.

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

II) Bid Evaluation
(a) Bid Evaluation General Principle

Having determined the substantially commercial responsiveness of Bids, the process of Bid evaluation is earned out to determine the lowest evaluated Bid from the substantially technically responsive Bids received. For the purpose of evaluation, all the offers determined during the Bid 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 Bid having rejected that do not comply technically.

(b) Correction of Errors

During detailed Bid 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 Bid price increases due to this correction, the unit rate will be adjusted within the Bid price. If the Bidder does not agree for such adjustment, his Bid will be rejected without affecting his security.

(c) Currency Conversion

All prices quoted in USD($) by foreign 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 Bids.

12.1 Bids

(a) The offers received from the Bidders will be evaluated item & Timber species wise. The total evaluated price of each item quoted by the foreign suppliers will be the sum of following components.

I. Offered FOB and C & F price
II. Local Agency Commission.

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

(c) The above 12.1 – a & b not applicable for the local supplier.

12.2 (a) Value Added Tax (VAT)

The Bidders, when submitting Bids: (Applicable for Local Suppliers & 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 Bid documents, in addition to the net value of the Bid, along with the VAT registration number. Declaration of VAT registration number is mandatory requirement or determination of Bids and any Bidder who does not declare Bidders VAT registration number will be liable for rejection of the Bid.

(ii) If any Bidder is not registered for VAT, bidders should indicate the net value of the Bid

(b) Nation Building Tax (NBT)

The Bidders, when submitting Bids: (Applicable for Local Suppliers & Local Agents of Foreign Bidders)

(i) If they are registered for the purpose of NBT, they should indicate the amount of NBT claimed separately in the Bid documents, in addition to the net value of the Bid, along with the NBT registration number. Declaration of NBT registration number is mandatory requirement or determination of Bids and any Bidder who does not declare Bidders NBT registration number will be liable for rejection of the Bid.

(ii) If any Bidder is not registered for NBT, bidders should indicate the net value of the Bid
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 favor of the Chairman, State Timber Corporation, Battaramulla, and shall be valid for a period of one hundred & eighty (180) days from the date of awarding the Bid.

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 180 days of satisfactory completion of delivery.**

14. **CLEARING AND TRANSPORT OF MATERIALS:**

The successful foreign Bidders 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 Bid Data Sheet to the Port of Colombo by the foreign suppliers & the local suppliers to the STC depot in Boossa, Beruwala, Kadawatha & Pannipitiya within **120 days** from the date of letter of Credit or purchase order.

   ii. Bids 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 quantity delivered in excess to the stipulated in the delivery schedule.**

16. **MODE OF PAYMENT:**

   (i) **Foreign Suppliers**

   Payment will be made from STC funds by means of a confirmed an irrevocable Letter of Credit opened in favour of the successful Bidder, 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 carried out by STC officials which should recommend that the intended timber to be imported is acceptable, warranty and a certificate of quality and quantity from SGS Geneva or their authorized local agent or any other recognized institutions in the country of export. Applicable only to foreign bidders & have to bear the expenses.

   (a) First Installment of **70% of the LC** will be paid on presentation of the shipping documents, packing Lists etc. by the foreign suppliers.

   (b) The balance Installment of **30%** 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 completion of delivery of goods satisfactorily, both in quantity and quality.

   (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 Suppliers**

   Payment will be made from STC funds after delivery of goods to the STC delivery point.

   (a) **70% Payments will be made by Installment basis accordingly the amount of supply of the goods.**

   (b) The balance Installment of **30%** will be paid at the end of the contract after completion of delivery of goods satisfactorily, both in quantity and quality within 30 days subject to the certificate issued by SGS, University of Jayawardenapura for timber identification & University of Moratuwa for timber properties if required.

   (c)
(iii) Local cost - Agent’s Commission (This will not be applicable for the local suppliers)
   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 Bid. In column 7 of the schedule of prices (annexure II) the Bidder shall indicate the agent’s commission as a percentage of FOB price and shall not be included in the FOB price.
   
b) The amount of commission indicated as in iii (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. 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 Bid 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 & other applicable tax (VAT/other applicable tax 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 / other tax Registration No.

17. PACKING, IDENTIFICATION AND MARKINGS:

(a) In addition to specific packing required as per Technical Specification, the Biding price shall include the cost of all necessary packing including cases, materials and labels. Export packing should be done by the foreign bidders as well as local bidders in the best possible manner to withstand rough handling in transit. Packages should be suitable for export and to storage in the tropics. The Bidder will be responsible for inadequate packing. The Supplier is responsible for the adequate packing and shipping the goods to Port of Colombo or deliver to Boossa, Beruwala, Kadawatha, Pannipitiya STC depot in good condition.

(b) All packages should be marked and address 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: ......................

NO OF PIECES ETC. ............

18. SHIPMENT:

(i) Shipping Advice: (Applicable for the foreign bidders only)

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

( c ) 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.

(ii) Inspection Certificates:

i) Certificate of quality and quantity from SGS Geneva or their authorized local agent or any other recognized institutions in the country of export as mentioned in Clause 16 should certify the acceptance of timber intended to be delivered and such certificates should be sent to the buyer before the consignment is shipped.

ii) The certificate mentioned in (1) above should be indicated that intended timber to be imported is complied with specified requirements and acceptable. The chairman- State Timber Corporation would appoint a team representing marketing & research division of the STC to inspect the timber at the supplier’s yard in abroad and the total cost of air ticket, lodging, accommodation in abroad should be borne by the supplier. The report of the team appointed by the chairman – STC should be submitted to the chairman – Timber Corporation before the shipment of the consignment.

iii) The buyer will advise the supplier after scrutinizing the above reports to ship the goods.

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

iv) The local suppliers should inform the chairman-STC when the goods is ready for inspection. The chairman-STC will instruct the above team to inspect the goods at the local supplier’s yard before delivery. The delivery of timber will be made on the certificate of the team appointed by the chairman - STC

(iii) Delay in Shipping Documents, Discrepancies in Marking and Short Packing: (Applicable for the foreign bidders only)

In case of delay in receipt of copies of Shipping Documents namely Invoice, Packing List, Bill of Loading 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: (Applicable for the foreign bidders only)

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 colors (if any)
x. Any other relevant information.

If the suppliers 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 authorized 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 delivery within the intended period but will in addition to any other liabilities incurred under this contract, be subject to a deduction from the Bidding sum and/or the amount covered by the Performance Bond, for liquidated damages (and not as a penalty) of point one percent (0.1%) of the FOB/total sum of SLR (by the local suppliers) value of each item shipped/delivered (by the local suppliers) 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/total sum of SLR (by the local suppliers) 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 MAJEUERE:**

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:**

Bidders 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 authorized, turnover, availability of raw materials, guaranteed time of delivery and other relevant matters will be considered during evaluation of offers. Procurement Committee reserves the right to call for further documentary evidence of the ability of the Bidders to fulfill the terms and conditions of the Bid.

24. **PATENT RIGHTS CLAIMS:**

The Bidders 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.

25. **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.

26. **LAW OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA:**

The Bids 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.

27. **BIDDERS TO INFORM HIMSELF FULLY:**

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

28. **BIDS TO BE ON OFFICIAL DOCUMENTS:**

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

29. **BIDDER’S STANDARD CONDITIONS:**

Bidder’s Standard Conditions of sale, usually printed on the reverse side of the Performa Invoice or in a separate format, will not be accepted. The Conditions of Bid of the STC shall prevail.
30. SAMPLE:

Two samples to be submitted on or before the Bid opening as follow.

Sample Size: 50mm x 100mm x 0.5 m / 50mm x 150mm x 0.5 m

31. DEFAULTED CONTRACTORS:

A Bid 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 Bidder who has been blacklisted or defaulted, any Bid awarded to him previously is not eligible for this Bid and such Bid will be rejected.

32. FURTHER INFORMATION:

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

33. TAXES AND LEVIES:

Notwithstanding anything is specified in the Bid 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
PROCUREMENT COMMITTEE
State Timber Corporation

Telephone: (94) -11-2866600, (94) -11-2860342, (94)-11-2866636
Facsimile: (94) -11-2866600, (94)-11-2866012

E-mail: cman_stc@stnet.lk
Web: www.timco.lk
CERTIFICATE OF PURCHASE OF BID DOCUMENT
(TO BE SIGNED AND ATTACHED WITH THE OFFER)

Date: ………………………

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

Address …………………………………………………………………………………

Contact No. ……………………………………………………………………………

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

Address …………………………………………………………………………………

Contact No. ……………………………………………………………………………

Non refundable Bid fee receipt No. …………………dated ………………………

Manager (Purchasing & Shipping)
State Timber Corporation

Date: …………………

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

Position and Name of Signatory : ……………………………………………………

Address : ……………………………………………………………………………

………………………………………………………………………………

Contact No. ………………………………………………………………………

Date: …………………

……………………………………………………………………………………

Signature of Bidder and Seal

-14-

APPENDIX II
MINISTRY OF ENVIRONMENT & RENEWABLE ENERGY

FORM OF BID

The Chairman
Procurement Committee - State Timber Corporation
No. 82, Rajamalwatte Road,
Battaramulla, Sri Lanka

I/We having examined the Conditions of Bid, 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 Bid; at the prices and within the delivery period set forth in the accompanying Bill of Quantities pertaining to Bid No. ………………..
And in consideration of the trouble and expense incurred by you in preparing the contract documents and in examining and considering the Bid, I/We further undertake that this Bid shall not be withdrawn by me/us before the expiration of four 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 Bid 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 Bid 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 from 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 Bid you may receive.

Documents to be attached: Appendix I - VI
Annexure I - IV

Signature of Bidder

Date: ___________________________  Company Seal

Bidder’s Name

Address

Witness

Signature

: 1....................

Name

: 1....................

Address

: 1.....................
Bid No:

STATE TIMBER CORPORATION

FORM OF BID BOND

State Timber Corporation

Battaramulla.

Dear Sirs,

At the request of our constituent.....................................................(hereinafter referred to as The Contractor”) we the undersigned .......................................................... duly incorporated in........................................ and having its head office at - .......................................................... and carrying on business at............ in 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……. 2017 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…….2017 provided however that in case we shall have before 2 p.m. On the said day of........2017 extended the period of validity of these presents up to any date subsequent to the said day of…….. 2017 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……2017 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 to or 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 Bid submitted by.......................................................... to the Chairman, State Timber Corporation, for the supply and delivery of .........................................................."

APPENDIX IV
Bid No:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that by this BOND we whose registered office is at a body incorporated in Sri Lanka carrying on business in Colombo whose registered office is at (hereinafter called "Contractor") and hold and firmly bound into the STATE TIMBER CORPORATION having its Head Office at No82, "Sampathpaya", 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 the chairman. STC 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 Bid bearing No.……………………………………….. 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 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 ……………………… until ………. day of ………………………. 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 ………………………………………….. 2017 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 there under 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 aforesaid 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.
THIS CONTRACT AGREEMENT is made

The................................ Day of ........................., 2017.

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, “Sampathpaya”, 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 WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract;

   (a) This Contract Agreement;

   (b) Contract Data;

   (c) Conditions of Contract;

   (d) Technical Requirements (including Schedule of Requirements and Technical 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.

Witnesses
1.

2.

2.

Company Seal

Company Seal
STC

STANDARDS

&

SPECIFICATION

FOR

SAWN TIMBER

STATE TIMBER CORPORATION

No.82, Rajamalwatte Road, Battaramulla, Sri Lanka

Tel : 94-11-2866600, 2860342, 94-11-2866636

Facsimile: 94-11-2866600,94-11-2866012

E-mail : cman_stc@sttinet.lk

Web : Www.timco.lk
# SPECIFICATION FOR SAWN TIMBER

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<td>Annexure</td>
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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, the information to be supplied with the offer, inspection and testing of samples of Sawn Timber intended to be 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 window and slashes.

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 - 40º C
B) Maximum annual average temperature - 30º C
C) Maximum relative humidity - 90º C
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 (Tropical countries) countries – 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

Species

Timber from Malay Peninsula and any other countries (Tropical countries)

<table>
<thead>
<tr>
<th>Standard Name</th>
<th>Scientific Name</th>
<th>Density Range Kg/Cu. M at 15% M.C</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kempas</td>
<td><em>Koompassia malaccensis</em></td>
<td>770 - 1120</td>
<td>Standard Structural Grade</td>
</tr>
<tr>
<td>Tualang</td>
<td><em>Koompassia excelsa</em></td>
<td>800 - 865</td>
<td>- do -</td>
</tr>
<tr>
<td>Red Balau</td>
<td>Shorea spp.</td>
<td>800 – 880</td>
<td>- do -</td>
</tr>
<tr>
<td>Kekatong</td>
<td>Cynometra spp.</td>
<td>880 – 1155</td>
<td>- do -</td>
</tr>
</tbody>
</table>

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.) Timber should be end sealed with an approved sealer.

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 direct sunlight etc…

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%.

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

The timber intended to be purchased by the STC would be inspected by the team appointed by the chairman at the site of the suppliers and the timber imported through an agent will be inspected at the port, after clearing the shipment by the same team. Any cross sectional variation of timber as against the specified sizes given at clause No 6.0 (Timber requirement) to be supplied would be determined by the team appointed by the chairman STC. Timber can be rejected only as the whole bundle within two weeks (14 days) even after the delivery of timber to the STC depot (delivery point) if arises quality issues.

Whole bundle of timber can be rejected within two weeks time even after the delivery of timber of the delivery point if part of timber bundle does not comply with our specifications.

6.0 TIMBER REQUIREMENTS

Sawn Timber Sizes & Requirement 500 Cu.m 5% ±

6.1 Dimensions and quantities:

Table 1
<table>
<thead>
<tr>
<th>Cro: Sec: (inch.)</th>
<th>Length (ft.)</th>
<th>Species</th>
<th>Nos pcs</th>
<th>Cro: Sec: (inch.)</th>
<th>Length (ft.)</th>
<th>Species</th>
<th>Nos pcs</th>
</tr>
</thead>
<tbody>
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<td>3&quot;x6&quot; (75mm x150mm)</td>
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<td>2&quot;x6&quot; (50mm x150mm)</td>
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6.1 Allowable Variations of Cross Section of Imported Sawn Timber.
<table>
<thead>
<tr>
<th>Normal Sizes</th>
<th>Allowable Variations of Cross Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 25mm (1.0 inch)</td>
<td>- 0mm + 2mm (0.08 inch)</td>
</tr>
<tr>
<td>Over 25mm (1.0 inch) to 50mm (2.0 inch)</td>
<td>- 2mm (0.08 inch) + 3mm (0.12 inch)</td>
</tr>
<tr>
<td>Over 50mm (2.0 inch) to 150mm (5.9 inch)</td>
<td>- 3mm (0.12 inch) + 6mm (0.24 inch)</td>
</tr>
<tr>
<td>Over 150mm (5.9 inch)</td>
<td>- 6mm (0.24 inch) + 6mm (0.24 inch)</td>
</tr>
</tbody>
</table>

However, the variations of cross sections of timber would be determined by the TEC committee depending on the market situations of imported sawn timber in the local market after doing a market survey on imported sawn timber.

6.2 Use of Timber

Timber from tropical countries – Grade of timber certified as suitable for building construction purposes (structural uses and non-structural uses.)

A report describing the properties of the timber obtained from a recognized institution should be accompanied with other certificates.

It is expected to be supplied the sawn timber to exact cross sectional sizes. However, the Technical Evaluation Committee will decide maximum variation of cross sectional sizes at the time of inspection of the sawn timber.

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) Supplier’s 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 Bidder.

I) Schedule of Particulars duly filled in and signed by the Bidder for each batch of Sawn Timber (Annexure 1)

II) List of supplies, during the last five years, to other utilities made by the Bidder. 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 Bid.

IV) Test certificates and reports in accordance with the relevant applicable standard, on different species supplied by the Bidder, 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 or any other authorized institutions in the country of origin.

V) Grading certificates from the authorized grading organization in the country of origin.

VI) Each test certificate shall provide the following information.
a) Species and dimensions of the Sawn Timber.

b) Type of seasoning of Sawn timber and percentage (%) of moisture content.

c) Density.

d) Modules of elasticity. And rupture.

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9. INSPECTION AND TESTING

9.1 Inspection

The selected Bidder shall make necessary arrangements for inspection by the 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 test 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). The buyer shall inspect the goods before shipment by a team including officers from the marketing and the research divisions in presence of the supplier / Local Agent in the country of Origin/ export. The supplier / agent should arrange facilitation for inspection. The total cost of air ticket lodging & accommodation for two officers of the STC in abroad should be borne by the supplier. In case of the goods is not comply with the specifications stipulated in the Bid document, the additional cost incurred for inspection shall also be borne by the supplier.

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

The Bidder 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 Bidder (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, Rajamalwatte Road, Battaramulla before the closing date of the Bids.

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 mentioned in the Para 9.2 shall be inspected and examined by the research division of State timber corporation. If samples are not up to the specified standards such offers shall be rejected.

---

4.1 SCHEDULE OF PARTICULARS FOR SAWN TIMBER
<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
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</thead>
<tbody>
<tr>
<td>1. Species (Botanical name)</td>
<td></td>
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<tr>
<td>2. Trade Name</td>
<td></td>
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<tr>
<td>3. Country of Origin</td>
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<tr>
<td>4. Average Age of Tree used to convert sawn timber</td>
<td>Years</td>
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<td>5. Durability Class</td>
<td></td>
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<tr>
<td>6. Dimensions and Quantities (A separate sheet can be used and attached as</td>
<td></td>
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<tr>
<td>annexure)</td>
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<td>7. Whether the sawn timber quoted is bare sawn or full sawn</td>
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<tr>
<td>8. Grade and Grade Mark</td>
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<tr>
<td>9. Name of the Grading authority</td>
<td></td>
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<tr>
<td>10. Registered No. Of the Timber Grader</td>
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<tr>
<td>11. Suppliers registration number with the Grading authority</td>
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<tr>
<td>12. Country of Origin</td>
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<td>13. Hardness</td>
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<td>14. Compression perpendicular to Grain</td>
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<td>15. Wood density</td>
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<td>16. Modulus of Elasticity and modulus of rupture</td>
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<tr>
<td>17. Method of Seasoning</td>
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<tr>
<td>18. Method of Marking</td>
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<tr>
<td>19. Average Moisture Content before shipment</td>
<td>%</td>
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<tr>
<td>20. Percentage of moisture Content of sawn timber pieces tested for moisture</td>
<td>%</td>
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<tr>
<td>21. Whether end sealers used</td>
<td></td>
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<tr>
<td>22. Material used for end sealing</td>
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</table>

Date: ........................................

Seal and Signature of Bidder

-28-  
Annexure II  
SCHEDULE OF PRICES FOR FOREIGN SUPPLIERS
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Quantity required</strong></td>
<td>500 cu. Meters of sawn timber (5% ±)</td>
</tr>
<tr>
<td>2</td>
<td><strong>Description of Sawn Timber</strong></td>
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<tr>
<td></td>
<td>Sawn Timber as per annexure III &amp; Specification of appendix VI</td>
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<tr>
<td>3</td>
<td><strong>Timber Species offered</strong></td>
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</tr>
<tr>
<td>4</td>
<td><strong>Whether full sawn or bare sawn</strong></td>
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<tr>
<td>5</td>
<td><strong>Country of Origin with State of Province</strong></td>
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<tr>
<td>6</td>
<td><strong>Total FOB prices in USD ($)</strong></td>
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<td>7</td>
<td><strong>Cost of Total Sea Freight (By Ceylon Shipping Line)</strong></td>
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<tr>
<td>8</td>
<td><strong>Local Agent’s Commission (As a percentage of FOB price)</strong></td>
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<tr>
<td>9</td>
<td><strong>Total C&amp;F Colombo Price in USD (Without taxes)</strong></td>
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<tr>
<td>10</td>
<td><strong>Delivery</strong></td>
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<tr>
<td></td>
<td>A) Date of commencement</td>
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<tr>
<td></td>
<td>B) Anticipated date of Completion</td>
<td></td>
</tr>
<tr>
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<td>C) The port of shipment</td>
<td></td>
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<tr>
<td></td>
<td>D) No of days for completion of delivery from the date of opening of letter of credit</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td><strong>Clearing &amp; Transport Charges to STC depots (Boossa, Beruwala, Kadawatha, Pannipitiya)</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Ports Authority Charges &amp; Statutory Charges will be paid by STC)</td>
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</table>

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 Bid No..........................................

<p>| | |</p>
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<tbody>
<tr>
<td>Signature of the Bidder</td>
<td>Signature of Witness 1</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
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</tbody>
</table>

Name of bidder : Name of Witness 1 : Name of Witness 2 :
Address : Address : Address :

Contact no : Contact no : Contact no :

**Note:** If there is no Ceylon Shipping Line vessel arrangements shall be made to transport, the Bidder shall quote any other shipping lines available.

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**Annexure III**
### SCHEDULE OF PRICES FOR LOCAL SUPPLIERS

**State Timber Corporation**

1) **Quantity required**: 500 cu. Meters of sawn timber (5% ±)

2) **Description of Sawn Timber**
   - Sawn Timber as per annexure III & Specification of appendix VI
   - (Quantity in figures) ............................................................
   - (In words) .............................................................................

3) **Timber Species offered**: ..............................................................

4) **Whether full sawn or bare sawn**: ...................................................

5) **Country of Origin with State of Province**: ........................................

6) **Total prices in SLR (without taxes)**
   - (in figures) .............................................................................
   - (in words) .............................................................................
   - NBT 2%
   - VAT 15%
   - Total prices in SLR: .....................................................................

7) **Delivery charges to Boossa, Beruwala, Kadawatha, Pannipitiya STC depots**: .................................................................

8) **Delivery**
   - **A) Date of commencement**: ...................................................
   - **B) Anticipated date of completion**: ...........................................
   - **C) No of days for completion of delivery from the date of opening of letter of credit**: .....................................................

   **Discount (if any as a percentage of Total price)**: ......................................................

   I/We have furnished a Bid Bond No: .................................................................
   - For Rs: ..............................................................................
   - As Bid security. I/We agree to abide by the condition stipulated in the Bid No: ..................................................

   Signature of the Bidder: .............................................................
   - Signature of Witness 1: .............................................................
   - Signature of Witness 2: .............................................................
   - Date: ..............................................................................
   - Date: ..............................................................................
   - Date: ..............................................................................

   **Name of bidder**: .............................................................
   - **Name of Witness 1**: .............................................................
   - **Name of Witness 2**: .............................................................
   - **Address**: .............................................................
   - **Address**: .............................................................
   - **Address**: .............................................................
   - **Contact no**: .............................................................
   - **Contact no**: .............................................................
   - **Contact no**: .............................................................

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11.0 **Detailed list of sawn timber to be supplied (Applicable for foreign suppliers)**

**Annexure IV**
<table>
<thead>
<tr>
<th>Cro: Sec: (inch.)</th>
<th>Length (ft.)</th>
<th>Nos pcs</th>
<th>Species</th>
<th>li. feet</th>
<th>Price (In USD) FOB</th>
<th>C&amp;F.</th>
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12.0 Detailed list of sawn timber to be supplied (Applicable for local suppliers)

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**TOTAL (A)**

**TOTAL (B)**

TOTAL (A) + TOTAL (B) =

NBT =

VAT =

GRAND TOTAL =

*Seal and Signature of Bidder*: ..................................  *Date*: ..................................