



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

FOR

SUPPLY OF 05 NOS PORTABLE FIRE PUMP UNITS

& ACCESSORIES

TENDER NO: KPR/ 30/2018

The Chairman
Department Procurement Committee
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa
Wellampitiya
Sri Lanka

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DATE : 20th June 2018



INVITATION FOR BIDS

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BID FOR THE SUPPLY OF 05 NOS PORTABLE FIRE PUMP UNITS AND ACCESSORIES

TENDER NO: KPR/30/2018

The Chairman, Department Procurement Committee (DPC) on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from the internationally reputed Manufacturers or their authorized export agents abroad or authorized agents (Manufacturer's or Export agent's) in Sri Lanka, for the Supply of Portable Fire Pump Units and Accessories.

Interested parties may obtain necessary information through the Tender information page at CPSTL website: www.cpstl.lk and the original bidding documents could be obtained from the undersigned on submission of a written request, during working days from **0900 hrs. to 1400 hrs. Sri Lanka local time (GMT + 05:30) up to Wednesday, 11th July 2018**, upon payment of a non refundable bidding document fee of Five thousand Sri Lanka Rupees (LKR 5,000.00) for each. Bidders are requested to inspect the bidding document prior to purchase and once it is purchased, bidding document fee is not refundable for any reason whatsoever.

Duly filled bidding documents should be submitted through the post under registered cover or sealed cover **to reach** the Manager (Procurement), Procurement Function, 01st Floor, New Administration Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka or could be deposited in the tender box kept at the above address, on or before **1400 hrs. Sri Lanka local time (GMT + 05:30) Thursday, 12th July 2018**.

Bids will be closed at 1400 hrs. Sri Lanka local time (GMT + 05:30) on Thursday, 12th July 2018 and will be opened immediately thereafter at the office of Manager (Procurement), in the presence of the authorized representatives of the bidders who chose to attend.

Clarifications (if any) shall be sought from the Manager Procurement on **Tel: 011-2572156/ 011-5750764, Fax: 011-2572155, Email: procure@cpstl.lk**

**The Chairman
Department Procurement Committee
C/O Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa
Wellampitiya
Sri Lanka.
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1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction

- 1.1.1 The Chairman, Department Procurement Committee(DPC), on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Sri Lanka, hereby calls Bids from internationally reputed manufacturers of Portable Fire Pump Units or their authorized export/ accredited agents abroad, or the duly authorized agents in Sri Lanka, for the Design, Manufacture, Testing and inspection carried out by an internationally reputed third party inspection company acceptable to CPSTL, supply in seaworthy packing,
- 1.1.2 The CPSTL will open the Letter of Credit as per the terms of mode of payment, Clause 2.6 of the Conditions of Contract (COC) of this bidding document.
- 1.1.3 CPSTL shall undertake the clearance of the items. Hence the cost of clearance should not be included to the bid price.

1.2 Basis of Bid

- 1.2.1 Bids are to be forwarded on the basis of FOB indicating estimated sea freight and insurance separately for the supply of 05 Nos Portable Fire Pump Units to CPSTL with all manufacturers' Data Sheets/Books, Manuals and Spare Parts Catalogues with the pumps including third party inspection report.
- 1.2.2 Additional services provided by the bidder not covered in this bidding document shall be stated clearly. If no exceptions are stated, Department Procurement Committee would assume that bidder conforms to most stringent conditions of the Bidding Document.
- 1.2.3. Bids are to be forwarded for the supply of Portable Fire Pump Units as per the Technical Specifications and Conditions stipulated in the Bidding Document.
- 1.2.4 If the Bidder wishes to submit alternative offers from different Portable Fire Pump Units such alternative offers should be submitted with separate Bid Security.

1.3 Content of Bidding Document

Bidding document consist of the following

- | | | |
|-----|--|----------------|
| 1 | Invitation for Bids (IFB) | |
| 2. | Instructions to Bidders (ITB) | |
| 3. | Conditions of Contract (COC) | |
| 4. | Scope of Supply and Services | |
| 5. | Specifications | |
| 6. | Schedule of Prices | - Schedule "A" |
| 7. | Form of Bid | - Annexure "A" |
| 8. | Format of Bid Security Guarantee | - Annexure "B" |
| 9. | Form of Agreement | - Annexure "C" |
| 10. | Declaration of Bidder | - Annexure "D" |
| 11. | Format of Performance Guarantee | - Annexure "E" |
| 12. | Format of Manufacturer's Authorization | - Annexure "F" |
| 13. | Compliance/Deviations sheet | - Annexure "G" |

1.4 Issuing of Bidding Documents

Bidding documents could be obtained on submission of a written request on company letter head, during working days **from 0900 hrs to 1400 hrs Sri Lanka local time (GMT + 05:30) till 11th July 2018**, upon payment of a non-refundable bidding document fee of Five thousand Sri

Lanka Rupees (LKR 5,000.00) per set to the Cashier, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

1.5 Business Registration & Public Contract Registration

- 1.5.1 Authorized Agent (Manufacturer's or Export agent's) in Sri Lanka, should register with the Registrar of Companies and shall produce a copy of the valid Certificate (legally attested copy) of Registration issued by the Registrar of Companies of Sri Lanka together with the offer.
- 1.5.2 Any person who act as an agent or sub-agent, representative or nominee for or on behalf of any bidder/principal supplier, shall register himself/herself and such public contract as per Public Contracts Act, No 3 of 1987 for every public contract exceeding Five Million Sri Lankan Rupees (LKR 5,000,000.00) & the Certificate of Registration (FORM PCA 03) issued by the Registrar of Public Contracts of Sri Lanka shall be submitted along with the bid.
- 1.5.3 Where any person is an agent, sub-agent, representative or nominee for or on behalf of a bidder/principal supplier, he/she shall first produce a certificate of his appointment as agent, sub-agent, representative or nominee to the Registrar before he registers himself under the public contract. [Contact details of the Registrar: Department of Registrar of Companies, "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 / Tel.: +94-11-2689208 / +94-11-2689209 / E-mail: registrar@drc.gov.lk. (Contact details may vary from actual & CPSTL does not take any responsibility in this regard)]

1.6 Documents to accompany the Bid

All Bids should contain adequate technical and other information in respect of the items offered. Failure to furnish the following documents and details, before the closing of Bid, may result in the Bid being rejected. All documents shall be furnished in English language.

Section-1

- 1.6.1 Name of Manufacturer(s), Country of Origin and Country of Manufacture.
- 1.6.2 Certificate from manufacturer that the Portable Fire Pump Units including all accessories, offered are models currently in manufacture and not prototypes or obsolete models.
- 1.6.3 A certificate from the manufacturer to the effect that, all spare parts for the models offered, will be manufactured and freely available for CPSTL to import directly for a minimum period of ten (10) years from the date of submission of the bid.
- 1.6.4 Manufacturer's warranty for the all items supplied. Every bidder should specify the conditions of the warranty offered on time basis as per COC clause 2.4.
- 1.6.5 Valid certificate "FORM PCA 03" issued by Registrar of Public Contract in terms of the Public Contract Act No. 3 of 1987, in case the bidder is the agent, sub agent, representative or nominee of the manufacturer, as per ITB clause 1.5.
- 1.6.6 Duly completed and signed Schedule of Prices as per Schedule "A"
- 1.6.7 Duly completed and signed Form of Bid as per Annexure "A"
- 1.6.8 Bid Security issued by reputed commercial bank operating in Sri Lanka, as per ITB clause 1.16.
Important: Failure to submit the Bid Security with the amount and required validity period at the time of opening the bids will result in the bid being rejected.
- 1.6.9 Letter of Authorization issued by the principal/manufacturer abroad - as per ITB clause 1.18-Format:Annexure "F".
- 1.6.10 Delivery schedule.

- 1.6.11 List of suggested third party inspection companies.
- 1.6.12 Completed Compliance/ Deviations sheet as per Annexure "G".

Section-2

- 1.6.13 Detail Technical Specifications, Data Sheets, Dimensional Drawings, Performance curves, Painting system, catalogues of Portable Fire Pump Units should be provided.
- 1.6.14 Variations and deviations from Technical Specifications and the conditions if any should be indicated separately.
- 1.6.15 Drawings showing the general arrangement of the Pump and Engine shall be provided.
- 1.6.16 Make model and other technical details of the mechanical seals.
- 1.6.17 Proposed Third Party Inspection Company and the location of inspection shall be stated for the consideration and approval of CPSTL.
- 1.6.18 List of any special tools required for the installation, maintenance of the item offered along with the cost.
- 1.6.19 List of Commissioning of spare parts.

Section-3

- 1.6.16 Past Performance – Bidders should forward past supply records of the brand and models offered (customer reference list) along with those supplied within Sri Lanka (if any) or other country, for the last 5 years together with supply details.
- 1.6.17 Company profile of the Manufacturer/Accredited Local Agent/Export Agent Abroad.

1.7 Sealing, marking & Submission of Bids

Bids shall be submitted in duplicates as per the conditions specified in this Bidding document. The original and the duplicate of the Bid should be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE'. Both envelopes should be enclosed in one securely sealed cover, which should be marked "**BID FOR THE SUPPLY OF 05 NOS. PORTABLE FIRE PUMP UNITS AND ACCESSORIES**" on the top left hand corner and the statement, "DO NOT OPEN BEFORE 1400 HRS. ON 12TH JULY 2018." (to be completed with the time and date specified in the Bidding document) and shall be addressed to

The Chairman,
Department Procurement Committee,
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited,
Procurement Function,
1st Floor, New Building,
Oil Installation, Kolonnawa
Tel. 011-2572155/011-5750764 Facsimile: 011-2572155

If the outer envelope is not sealed and marked as required above, the CPSTL will assume no responsibility for the Bid's being misplaced or premature opening. If the outer envelope discloses the Bidder's identity, the CPSTL will not guarantee anonymity of the bid submission but this disclosure will not constitute grounds for Bid rejection.

1.8 Period of Validity of Bids

- 1.8.1 The bid should be valid until **08th November 2018** (119 calendar days from the closing date of bid). Bidder should however, clearly indicate the maximum period that his/her bid would be valid. A bid valid for a shorter period shall be rejected by the Department Procurement Committee as non-responsive.
- 1.8.2 In exceptional circumstances, CPSTL may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of the bid and bid security for the period of the extension, and in compliance with ITB Clause 1.16 in all respects. If a bidder does not agree for an unconditional extension of the validity of his bid, his bid shall be rejected without forfeiting the bid security or executing the bid-securing declaration as appropriate.
- 1.8.3 All the prices indicated in the schedule of prices, Schedule "A" shall be firm & shall not be subject to any price variation within the period of validity stated above.
- 1.8.4 On acceptance of the bid, prior to expiry of the period of validity of the bid, the validity period should be extended for purposes of opening letter of credit and/or other required documentation if necessary.

1.9 Format and Signing of Bids

The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern. The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the Bidder to the Contract. **All pages of the Bid except for un-amended printed literature shall be initialled by the persons(s) signing the Bid.** Any inter lineation, erasures or over-writing shall be valid only if they are initialled by the person(s) signing the Bid.

1.10 Clarification of Bidding Document

A prospective Bidder requiring any clarification of the Bidding document should notify CPSTL in writing by hand or post or facsimile at the CPSTL's mailing address indicated in ITB Clause 1.7. Similarly **if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage.** CPSTL will respond in writing to any request for clarification or modification of the Bidding document that is received not later than Ten (10) days prior to the deadline of submission of Bids prescribed by the CPSTL. Copies of the CPSTL's response will be sent to prospective Bidders within seven (07) days prior to the closing of the Bid who have collected Bid documents.

1.11 Deadline for Submission of Bids

Chairman, Department Procurement Committee, CPSTL must receive Bids at the address specified under ITB Clause 1.7 not later than the time and date stipulated. Chairman, Department Procurement Committee, CPSTL may at his discretion, extend this deadline for submission of Bids, by amending the Bid documents, in which case all right and obligations of CPSTL and the Bidders will thereafter be subjected to the deadline as extended.

1.12 Late Bids

Any Bid received by the Chairman, Department Procurement Committee CPSTL, after the deadline for submission of Bids, will be rejected and returned unopened to the Bidder.

1.13 Modification, Substitution & Withdrawal of Bids

The Bidder may modify or withdrawals Bid after submission, provided that written notice of the modification or withdrawal is received by the CPSTL, prior to the deadline prescribed for Bid submission. The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows;

The Bidders shall provide an Original and a Duplicate as specified in the ITB clause 1.9 of any modifications to his Bid, clearly identified as such in two envelopes, duly marked "**BID FOR THE SUPPLY OF 05 NOS. PORTABLE FIRE PUMP UNITS AND ACCESSORIES**". The envelopes shall be sealed in an outer envelope, duly marked "**BID MODIFICATIONS**". A Bidder wishing to withdraw his Bid shall notify the CPSTL in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of Bids bearing the bid name and the words "**BID WITHDRAWAL NOTICE**". Bid withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will deem to be valid. The notice of modification and withdrawal shall be addressed to which is indicated in ITB Clause 1.7.

1.14 Closing of Bids

Bids, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach

The Chairman,
Department Procurement Committee,
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited,
Procurement Function,
1st Floor, New Building,
Oil Installation, Kolonnawa
Sri Lanka.

Not later than 1400 hrs. Sri Lanka local time (GMT + 05:30) on **12TH JULY 2018** If the Bidders or their representatives choose not to send their Bids under Registered Cover, they could deposit such Bids in the Tender Box provided for this purpose at the office of the; Procurement Manager, Procurement Function, 1st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa. Sri Lanka.

1.15 Opening of Bids

Bids will be opened immediately after the closing date and time fixed for receipt of Bidders, at the office of Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 1st Floor, New Building, Oil Installation, Kolonnawa, Sri Lanka or such other place as arranged if the Manager Procurement's Office is not available. The Chairman, Department Procurement Committee, CPSTL or his nominated representative will open the Bids in the presence of the Bidders and/or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Bidders and/or their representatives shall sign a register as proof of their attendance. The Bid Prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security Guarantee and other such details, which the CPSTL at its discretion, may consider to be appropriate, will be announced, at the opening. Late Bids will not be entertained and will be returned unopened to the Bidder. Bids (and modifications sent pursuant to ITB Sub Clause 1.13) that are not opened will not be considered for evaluation, regardless of the circumstances.

1.16 Bid Security Guarantee

Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be held for the specified period, and that the offer will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued by a recognized commercial bank operating in Sri Lanka or a reputed foreign bank with the bank guarantee confirmed by a commercial bank operating in Sri Lanka (The commercial bank operating in Sri Lanka should be approved by the Central Bank of Sri Lanka) and payable to the CPSTL on demand in a sum of Rs. 250,000/= (Rupees Two Hundred Fifty Thousand only).

The Bid Security Guarantee shall be valid until **06th December 2018**(147 calendar days from the closing date of Bid). A format of Bid Security Guarantee is attached in Annexure -B. Failure to submit the Bid Security Guarantee at the time or before the closing of Bid, and in accordance with above said requirements, and in the format provided, will result in the Bid being rejected. Bid Security Guarantee from unsuccessful Bidders will be returned to them after the award is made to the successful Bidder. The Bid Security Guarantee of the successful Bidder will be returned only after receipt of the **Performance Guarantee**.

1.17 Declaration

Bidders should declare that they have read the conditions and that they make the offer in compliance with and subject to all the conditions thereof and agree to execute the contract / perform the services in accordance with the said conditions in the manner therein set out. A form of declaration of bidder – Annex –D is attached.

1.18 Letter of Authorization

- (a) Offers from agents signing the bids on behalf of Principals abroad, will not be considered unless they hold the Letter of Authorization from the Principals empowering the agents to offer on their behalf, to enter into a valid agreement on behalf of the Principals to fulfil all the terms and conditions of the contract, in the event of the tender being awarded.
- (b) The agent signing the Bid Document on behalf of the Principal shall state the Principal's name, address, telephone and fax numbers & e-mail if any.
- (c) ***Nomination of an agent after the submission of bid will not be valid and the name of the declared principal/beneficiary will not be changed at any time.***
- (d) In the event that the Principal is not the Manufacturer, the Principal should furnish documentary proof of his arrangements with the Manufacturer as per the format Annex 'F'.
- (e) Principal means the seller with whom CPSTL enters into an agreement as per the bid. In case of an order, L/C is opened & purchase order is placed with the principal.

1.19 Schedule of Prices

Rates quoted should be computed on the basis of CIF Colombo, showing Free on Board (FOB) value, freight charges and insurance separately. Bidders are also required to duly sign and return the Schedule of Prices marked "SCHEDULE -A" (indicating their offers in detail)

Prospective Bidders are requested to submit their offers in single currency (USD, Sterling pound or Euro) .All Agent's Commissions, (if any), should be disclosed in Sri Lanka Rupees in the appropriate column of the Schedule of Prices. Prices not submitted on the prescribed form and in the manner required are liable for rejection of the Bid.

1.20 Preliminary Examination of Bids

The CPSTL Department Procurement Committee will examine the Bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the Bids are generally in order. The CPSTL may, at its discretion call clarifications from Bidders.

The request for clarification and the response shall be in writing within two weeks from the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

1.21 Corrections of Errors

Bids determined to be substantially responsive will be checked for any arithmetical error and errors will be corrected in the following manner.

- 1.21.1 Where the discrepancy is between the amount in figure and the amount in words, the amount in words will prevail.
- 1.21.2 Where the discrepancy is between unit rate and the line total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Chairman, Department Procurement Committee, CPSTL there is an obvious gross misplacement of the decimal point in the rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- 1.21.3 The amount stated in the Form of Bid will be adjusted in accordance with the above procedure with the concurrence of the Bidder shall be considered as binding upon the Bidder.
- 1.21.4 Where the adjusted price is lower than the bided price the adjusted figure will be taken as the bid price. If the adjusted price is higher than the bided price the bided figure will be the bid price. The rates will be adjusted with the concurrence of the bidder to reach at the final bid price. If the bidder does not agree for such adjustment, his bid shall be rejected without affecting the Bid Security.

1.22 Conversion to Single Currency

To facilitate evaluation and comparison of Bids, all prices quoted in foreign currency will be converted to Sri Lanka Rupees at the Selling Exchange Rate of the Treasury Division of Central Bank of Sri Lanka, prevailing on the date of opening of Bids.

1.23 Evaluation of Bids:

The CPSTL will carry out bid evaluation to determine the lowest evaluated substantially responsive bid out of the bids received.

The evaluation process will comprise;

(i) Bid Examination

To determine the eligibility of bidders, legal validity of Bid and substantial responsiveness of Bids received.

(ii) Detailed Bid Evaluation

To determine the lowest evaluated Bid, from among the substantially responsive Bids received.

- Technical Requirements
Specifications of this Bidding document including the information/details requested under Clause 4 will be checked with the Bid.
- Financial Evaluation of Bids
For comparison of Bids, Total Delivered Cost will be considered based on FOB, Freight, insurance, local agency commission (if any), third party inspection cost etc given by the bidder.

1.24 Department Procurement Committee's right to accept or reject any or all Bids.

- 1.24.1 The Department Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- 1.24.2 The Department Procurement Committee reserves the right to reject any or all Bids or any part thereof, without assigning any reasons. The Department Procurement Committee may accept any or all items of an offer and reserves the right to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.
- 1.24.3 The Department Procurement Committee also reserves the right to split and award the contract depending on the bid prices and technical compliance of individual category offered.
- 1.24.4 The notice of acceptance of Bid will be sent by facsimile, followed by post to the successful Bidder, to the address given by him in the Bid document, soon after the decision of the Department Procurement Committee.

1.25 Award Criteria

- 1.25.1 The DPC reserves the right to award the contract and place the order on either of FOB basis and to arrange freight through Ceylon Shipping Corporation Limited (CSCL) or their nominated freight forwarder and to arrange marine insurance through any local insurance company or CFR basis and to arrange marine insurance through any local insurance company or CIF basis.
- 1.25.2 Subject to ITB clauses 1.24, the Department Procurement Committee, CPSTL shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive, lowest evaluated bid, provided that the bidder is determined to be qualified to perform the contract satisfactorily.

1.26 Notice of Acceptance

Acceptance of bid will be communicated by fax / E-mail and confirmed in writing by registered post to the successful bidder to the address given by him, soon after the receipt of Department Procurement Committee decision. Any change of address of the bidder should be promptly notified to the Procurement Manager, Ceylon Petroleum Storage Terminals Limited, Procurement Function. 1st Floor, New Building, Oil Installation, Kolonnawa, Sri Lanka.

2. CONDITIONS OF CONTRACT (COC)

2.1 Performance Guarantee

The successful Bidder, on being notified by CPSTL of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within fourteen (14) days of such notification through/confirmed by a recognized Commercial Bank operating in Sri Lanka, in a sum equivalent to 10% of the value of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Annex-“E”.

If the successful Bidder fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting Contractors. CPSTL shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such tender, as the case may be, at the risk and expense of the successful Bidder. The successful Bidder, in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, costs, expenses and damages, which the CPSTL may sustain in consequence of such failure and the Bid Security Guarantee shall be forfeited.

The Letter of Credit will be opened by CPSTL only after the receipt of the Performance Guarantee. The Performance Guarantee shall be in favor of the Ceylon Petroleum Storage Terminals Limited, and shall be valid for a period not less than Ninety (90) days from the date of anticipated final delivery. To expedite opening of Letter of Credit, the Supplier/ Principal shall on his own account instruct his Bank to Fax CPSTL, the date, the amount and validity period of the Performance Guarantee.

2.2 Contract Agreement

The successful bidder would be called upon to enter into an agreement with CPSTL after successful award. A specimen of Contract Agreement is as per Annexure - C.

2.3 Inspection & Testing

The successful bidder shall carryout following inspections and tests by a third party inspection company approved by CPSTL

2.3.1 Acceptance Test on Delivery

Acceptance tests on delivery shall be conformed as per BS EN 14466

2.3.2 Noise Test

Noise test shall be conformed as per BS EN14466

2.3.3 Test of inclination during operation

Test of inclination during operation shall be conformed as per BS EN 14466.

2.3.4 Performance and NPSH Test

Performance test shall be carried out for conformed of .flow rate, pressure etc.

2.3.5 Sound Level Test

Sound level tests shall be performed.

2.4 Warranty

- 2.4.1 Supplier should give a manufacturer's warranty for all the equipment supplied by him for a period of three (03) years from the date of shipment.
- 2.4.2 The following procedure will be used to apply the preference for extended warranty. Substantially responsive bids will be classified in to the following groups.

Group	A	B	C
Warranty Period	03 Years	04 Years	05 Years or above
Preference percentage	Nil	2.5%	05%

For the purpose of evaluation and comparison of bids only, an amount equal to the respective preference percentage of the evaluated bid prices of the respective bids will be deducted from the relevant evaluated bid prices of bids classified in groups B and C.

- 2.4.3 Any defect found during this warranty period should be attended to by the supplier at his own cost (labour & spare parts) and any defective parts should be replaced with new parts free of charge.

2.5 Shipment and Delivery Period

- 2.5.1 After the consignment is shipped, supplier should sent 2 copies of following shipping documents to the Procurement Manager, CPSTL, by courier.
- Clean on Board Freight prepaid/collect (as per award) Bill of Lading showing destination as Colombo and indicating actual amount of freight paid. If freight is not indicated on the Bill of Lading, freight receipt issued by the Shipping Company, indicating the freight should be annexed.
 - Commercial Invoices, showing Free on Board (FOB) insurance and Freight separately (as per award).
 - The Certificate of Manufacturer, stating that the items shipped were manufactured by them and indicating Country of Origin.
 - Packing list.
 - Copy of the Final approval document for shipment issued by CPSTL.

The supplier shall submit a certificate to CPSTL from third party independent inspector/ Inspection Company approved by CPSTL for inspection, testing, quality, quantity confirming that the items supplied conform to specifications and supplier has submitted the packing requirements to CPSTL. This certificate shall be scrutinized by CPSTL and "final approval document for shipment" will be issued.

- 2.5.2 All test reports, Manufacturers data sheets/books, detail drawings in one sets (original), certificate for hazardous area classification, maintenance manual & illustrated spare parts manuals shall be sent along with the shipment.
- 2.5.3 The Portable Fire Pump Units should be delivered to CPSTL, Kolonnawa, Sri Lanka within a period of four (04) months from the date of establishment of LC. (Shorter delivery periods are most welcome). Bidder should indicate the delivery schedule in their bid.

2.6 Mode of Payment

- 2.6.1 Payments shall be made by an irrevocable Letter of Credit, 90% of LC value at sight and balance 10% after the delivery and acceptance by CPSTL.
- 2.6.2 L/C opening charges shall be borne by the applicant and all other charges outside the applicant's country shall be borne by the beneficiary. Any bank charges incurred in amending L/C terms at the request of the supplier shall be borne by the beneficiary.
- 2.6.3 In the "Schedule of Prices" the Bidder should indicate the local Agent's Commission (if any), in Sri Lanka Rupees. Agency Commission shall be paid after that the items have been received by CPSTL as per the terms and conditions of the contract.

2.7 Delays in Delivery

Where the Supplier does not supply the Portable Fire Pump Units in due time to arrive in Colombo, in accordance with the stipulated and agreed dates of delivery, as given in the bidding document, the supplier shall when required by the Ceylon Petroleum Storage Terminals Limited be bound to supply such quantities of Portable Fire Pump Units as may be necessary immediately by the Ceylon Petroleum Storage Terminals Limited by making suitable arrangements, in order that the said Portable Fire Pump Units will reach Colombo in due time. Should the Supplier fail to arrange for the supply of Portable Fire Pump Units in the manner aforesaid, the Ceylon Petroleum Storage Terminals Limited will have the right to make suitable alternate arrangements for the required supplies and to claim from the supplier, the additional expenses thereby incurred by the Ceylon Petroleum Storage Terminals Limited.

2.8 Defaults by Successful Bidder

If the successful Bidder, defaults in the supply or otherwise commits a breach of any of the provisions in the Contract with CPSTL for the Supply of Portable Fire Pump Units according to the Technical Specifications, he shall be liable to pay to CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach. Bidders should declare that they had read the Bid Conditions, and that they make the offer in compliance with, and subject to all the conditions thereof, and agree to perform the services in accordance with the said conditions in the manner therein set out, and in terms of this Bid. A form of Bid, as Annexure – 'A' is attached.

2.9 Liquidated Damages

Should the supplier fail to supply Portable Fire Pump Units, within the period specified or should he fail to replace any rejected Portable Fire Pump Units or part thereof with a like quantity of approved quality within the period allowed, the Supplier shall be liable to pay as a pre-estimate of liquidated damages, the sum of 1/1000th of the F.O.B. value of the Portable Fire Pump Units per day for delay in executing the order, until the order is completed subject to a maximum of 10% of total F.O.B. value of the order. The Supplier in these circumstances will also render himself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in the Ceylon Petroleum Storage Terminals Limited Bids.

2.10 Credit or Aid Lines

If the, Portable Fire Pump Units supplied under any Credit or Aid Line available to Sri Lanka, such arrangement should be indicated in the Bid.

2.11 Force Majeure

Except as regards as act of God, War, Strike, Invasion, Civil war, Rebellion, Revolution, Insurrection, Earthquake or Plagues, the Bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals connected with the sale.

2.12 Disputes

Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any party, or the operation breach, termination, abandonment, foreclosure or invalidity thereof, shall be settled in accordance with the provisions of law governing like disputes and triable by court of law of The Democratic Socialist Republic of Sri Lanka.

3 SCOPE OF SUPPLY AND SERVICES

- 3.1 Supply of 05 Nos. Horizontal shaft, Portable Fire Pump units, conforming to BS EN 1028/ BS EN 14466 or equivalent, complete with all accessories as per the specifications.
All equipment supplied shall be brand new models and of currently in production and shall not be obsolete. The portable fire pumps shall be internationally reputed make.
- 3.2 05 Nos. Portable Fire Pumps units with its all accessories such as suction & delivery nozzles with the cooling system (if any), controller, instrument panel, instrumentation, cables, alarms and mounting base plate/skid as per specification sheet and other conditions in this Invitation to Bid document.
- 3.3 Following accessories shall be accompanied with each fire pump unit.
- 3.3.1 One number Pressure gauge fitted on the pump discharge header.
- 3.3.2 One number Automatic air release valve.
- 3.3.3 Pilot operated hydraulically actuated main relief valve complete with the enclosed type relief valve overflow cone.
- 3.3.4 Inbuilt Battery Charging System for each pump unit.
- 3.3.5 Gasoline storage tank (day tank) for the engines to be used for 04 hours continuous operation of the pump unit .
- 3.3.6 Instrument panels, controller and other instrumentation specified.
- 3.3.7 Five (05) sets of tools necessary for routine maintenance.
- 3.4 Three (03) numbers of free services shall be provided by the local agent.
- 3.5 Required after sales services of the portable fire pump shall be provided by the local agent which are to be provided by the authorized local agent.
- 3.6 Operation, workshop, maintenance & service and spare parts manuals in English language for each portable pump unit.
- 3.7 Supply of all test certificates stipulated under "**Inspection and Testing**" in this document carried out by an internationally recognized third party inspection company such as Lloyds SGS, BV, ABS etc., approved by CPSTL,
- 3.8 **Training for CPSTL Staff**
- 3.8.1 The successful bidder will be responsible for meeting the cost and arranging the Operational & Routing Maintenance training, including course notes. The training will take place in CPSTL premises.
- 3.8.2 Instructor/ Operator/ Fire fighters appliance supplied, Should be trained as instructor/ operator to levels where they are competent to instruct other fire fighters in the safe and efficient operation, inspection and daily maintenance.
- 3.8.3 Maintenance Engineer – Engineering /Garage staff to be trained to a competent standard in the routine preventive maintenance, fault finding, operation and testing of the pump.
- 3.8.4 The training described in above to be authenticated by the manufacturer or his agent and the competence of personal successfully completing such training to be confirmed by individual certification.

4. SPECIFICATIONS

4.1 THE PUMP

- a. The pump shall be manufactured conforming to BS EN 1028/BS EN 14466 or equivalent.
- b. Single or two stage centrifugal pump directly powered by suitable engine.
- c. The pump should be designed for rated flow of 1500 l/min at 10 bar pressure for continuous operation.
- d. The pump shaft material should be Stainless Steel and water carrying parts should be corrosion resistant materials.
- e. The pump should have a reliable vacuum operated priming system.
- f. The pump inlet with blank cap.
- g. The pump outlet shall be twin outlet with two independent control valves of 65 mm female coupling.
- h. The dry weight of the pump shall be below 160 kg + 05 %.

4.2. ENGINE

- a. A reputed make of gasoline engine to match the pump performance.
- b. Fuel tank capacity should be sufficient for minimum of four hour continues operation. (Tank capacity and rated fuel consumption shall be mentioned in the offer)
- c. Stainless steel silencer to discharge exhaust silencer front end of suction inlet not sucking hot exhaust gasses.

4.3. ELECTRICAL SYSTEM

- a. 12 V Maintenance free Battery has to be charged by engine driven alternator
- b. Facility for the connection of Telescopic Flood light (12 V/ 55 W)

4.4 PUMP CONTROLS & INSTRUMENTATIONS

- a. On/ Off ignition switch
- b. Starter button
- c. Indicator lamps for oil and charging
- d. Oil pressure gauge
- e. Engine water temperature gauge
- f. Pump RPM gauge
- g. Hour meter
- h. Compound gauge and Pressure gauge
- i. Throttle
- j. Voltage meter
- k. Priming lever (if necessary)
- l. Fuel Level gauge

4.5 FRAME

- a. Heavy duty lightweight aluminum or stainless steel with 4 Nos. collapsible lifting handle.

4.6 ACCESSORIES

- a. 03 Nos. suitable diameter, 2.5 m long Suction Hoses for each pump
- b. 01 No. Metal strainer for each pump
- c. 01 No. Basket strainer for each pump
- d. 02 Nos. Universal suction wrench for each pump
- e. 01 No. 10 m long suction rope for each pump
- f. 01 No. Telescopic 12 V/55w flood light

4.7. TOOLS

- a. Set of tools necessary for routine maintenance to be supplied with each pumps.

4.8 SPARE PARTS

- a. Manufacturer to recommend and forward a list of spare parts for the operations of first two years with the current prices. Which are not consider for evaluation purpose.
- b. Supplier should confirm availability of spare parts for next 10 years.

4.9 DOCUMENTS TO BE PROVIDED WITH THE PUMPS

- a. Five sets of Operations manuals
- b. Five sets of Workshop manuals
- c. Five sets of Spare parts manuals
- d. Maintenance & service manual
- e. Third party inspection report
- f. All test reports
- g. Manufacturer's data sheets/books
- h. Detail drawings in three (03) sets (original & two duplicates)
- i. Certificate for hazardous area classification

SCHEDULE OF PRICES

Item	Description	Unit	QTY	Rate	Amount
1	<u>Portable Fire Pump Units</u> Cost (F.O.B) of above capacity portable fire pump unit with accessories as per the specifications	Set	05		
2	Total Freight charges (Please specify the currency)				
3	CFR Price (Please specify the currency)				
4	Insurance charges (Please specify the currency)				
5	CIF Price (Please specify the currency)				
6	Third party inspection cost				
	Any others (please specify cost)				
	Grand Total (Please specify the currency)				

Cost of spare parts should be shown separately

item	Description	Unit	QTY	Rate	Amount
	<u>Option I</u> Cost of spare part required for minimum of 2 years operation of Portable Fire water pump and engine (Please specify items with cost)				
	<u>Option II</u> Cost of spare part required for minimum of 10 years operation of Portable Fire water pump, and engine (Please specify items with cost)				

Local Agency Commission

(Rs) (if, any)excl. Taxes :.....

Local Agency Commission

(Rs) (if, any)incl. Taxes :.....

(Pl mention taxes if applicable)

Country of Origin :.....
Country of Manufacturer :.....
Country & Port of shipment :.....
HS Code :.....

Name of the Manufacture :.....
Country of the Manufacture :.....
Address :.....
:.....
:.....
Telephone. :.....
Fax :.....
E-mail :.....

(If Principal Supplier/Beneficiary differs from the Manufacturer)

Name of the Principal/Beneficiary :.....
Country of the Principal/Beneficiary :.....
Address :.....
:.....
:.....
Telephone. :.....
Fax :.....
E-mail :.....

Name of the Bidder :.....
Address :.....
:.....
:.....
Telephone. :.....
Fax :.....
E-mail :.....

Signature of the Bidder :.....
(With Company Seal)

FORM OF BID

The Chairman,
Department Procurement Committee,
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,
Oil Installation, Procurement Function,
01st Floor, New Building,
Kolonnawa, Wellampitiya,
Sri Lanka.

Dear Sir,

BID FOR THE SUPPLY OF 05 NOS PORTABLE FIRE PUMP UNITS AND ACCESSORIES

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the bid for the **SUPPLY OF 05 NOS PORTABLE FIRE PUMP UNITS AND ACCESSORIES**” referred to therein, I/we offer to complete the whole of said contract/ services in conformity with the said document
- A-2** Unless & until a formal agreement is engrossed & executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- A-3** I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- A-4** The bid I/we am/are offering is complete and fulfils the requirements discussed in the bidding document.
- A-5** I/We agree to abide by this bid until **08th November 2018** (119 calendar days from the closing date of bid). Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6** I/We agree to be bound by the Bid, Bid Conditions and Performance Guarantee.
- A-7** I/We affirm that the said items will be delivered within (....) months after we receive notice acceptance of our Tender from the CPSTL.
- A-8** I/We affirm that the said items will be delivered within months from the date of establishment of the Letter of Credit.
- A-9** We offer the lump sum fixed price of (in figures-specify the currency) (in words) for Supply, of....., as detailed out in this Tender document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Department Procurement Committee to reject this offer or to accept.

Dated this day of

Signature in the capacity of duly authorized to sign tenders for and on behalf of :

Name
Address
.....
Company Stamp

Witnesses:
1. Signature : 2. Signature :
Name : Name :
Address : Address :

FORMAT OF BID SECURITY GUARANTEE

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

..... *[insert (by issuing agency) issuing agency's name and address of issuing branch or office]*

Beneficiary: *[insert (by PE) name and address of Employer/Purchaser]*

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

BID GUARANTEE NO: *[insert (by issuing agency) number]*

We have been informed that *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called " the Bidder") has submitted to you its bid dated *[insert (by issuing agency) date]* (hereinafter called "the Bid") for execution/ supply *[select appropriately]* of *[insert (by issuing agency) name of Contract]* under Invitation For Bids No. *[insert (by issuing agency) IFB number]* ("the IFB")

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert (by issuing agency) name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert (by issuing agency) amount in figures]* *[insert (by issuing agency) amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

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

This Guarantee shall expire:

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

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

.....

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

FORM OF AGREEMENT

This Agreement made this _____ day of _____, by and between Ceylon Petroleum Storage Terminals Limited (CPSTL) & having its registered office at Oil Installation, Kolonnawa in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the "CPSTL" which terms of expression as herein used shall where this context so requires and admits mean & include the CPSTL & its Successors & assigns) of the one part and _____ of _____ a Company duly incorporated & having its registered office at _____ (hereinafter called the "Contractor" which terms of expression as herein used shall where this context so requires and admits mean & include the _____ & its successors & assigns) of the other part .

Whereas the CPSTL is desirous that the goods known as the **05 NOS PORTABLE FIRE PUMP UNITS AND ACCESSORIES** should be supplied by the Supplier, and has accepted a Bid by the Supplier for the Supply of such Goods and the remedying of any defects therein.

The CPSTL and the Supplier agree, as follows: -

1. In the agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Contractor's scope of work hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement.
 - Letter of Acceptance dated _____.
 - The Bid dated _____.
 - The Conditions of Contract
 - Technical Specifications
 - The Completed Schedules and
 - The Supplier's Proposal
3. In consideration of the payments to be made by the CPSTL to the Contractor as hereinafter mentioned, the Agent hereby covenants with the CPSTL to supply and remedy any defects therein, fit for purpose in conformity in all respect according to the provisions of the Agreement..
4. The CPSTL hereby covenants to pay the Contractor in consideration of the Supply and the remedying of defects therein, the agreed 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 Agreement.

In Witness whereof the parties have hereunto caused this Agreement to be executed the day, month & year afore written.

Authorized Signature of the Chairman of CPSTL		Authorized Signature of the Supplier	
<u>In the presence of</u>		<u>In the presence of</u>	
Name		Name	
Signature		Signature	
Address		Address	

DECLARATION OF BIDDER

Chairman,
Department Procurement Committee
Ceylon Petroleum Storage Terminals Limited
Procurement Function,
1st Floor, New Building,
Oil Installation,
Kolonnawa

Dear Sir,

BID FOR THE SUPPLY OF 05 NOS PORTABLE FIRE PUMP UNITS AND ACCESSORIES”

We hereby Bid for the Supply of 05 Nos Portable Fire Pump Units and Accessories in conformity with the specifications as stated in the Instructions to bidders.

Having perused the instructions to bidders for the Supply of 05 Nos Portable Fire Pump Units and Accessories and the schedule of prices referred to therein, I/We hereby agree to comply with the conditions of the said Bid.

I/We undertake to conform to all the Terms & Conditions in the said Bid and the Schedule of Prices within the time specified.

I/We am/are fully aware that the acceptance of any Bid will be at the sole discretion of the Department Procurement Committee, Ceylon Petroleum Storage Terminals Limited.

.....

Signature of the Bidder

Date :

.....

Company Stamp

FORM OF PERFORMANCE GUARANTEE

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

..... *[insert (by issuing agency) issuing agency's name and address of issuing branch or office]*

Beneficiary: *[insert (by issuing agency) name and address of Employer/Purchaser]*

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

PERFORMANCE GUARANTEE NO: *[insert (by issuing agency) number]*

We have been informed that *[insert (by issuing agency) name of Contractor/Supplier]* (hereinafter called "the Contractor") has entered into Contract No. *[insert (by issuing agency) reference number of the contract]* dated *[insert (by issuing agency) date of the contract]* with you, for the Construction/Supply *[select appropriately]* of *[insert (by issuing agency) name of contract and brief description of Works]* (hereinafter called "the Contract")

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we *[insert (by issuing agency) name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert (by issuing agency) amount in figures]* (.....) *[insert (by issuing agency) amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than theday of, 20... *[Insert (by issuing agency) date, 90 days beyond the scheduled contract completion date]* and any demand for payment under it must be received by us at this office on or before that date.

.....

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

FORMAT OF MANUFACTURER’S AUTHORIZATION

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

Date: *[insert date]*

Name of Bid : **BID FOR THE SUPPLY OF 05 NOS PORTABLE FIRE PUMP UNITS AND ACCESSORIES”**

To: The Chairman
Department Procurement Committee
Procurement Function
01st Floor, New Building
Ceylon Petroleum Storage Terminals Limited
Oil Installation
Kolonnawa, Wellampitiya
Sri Lanka.

WHEREAS

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

We hereby confirm goods offered are in good condition & conforming to the specifications as mentioned in Clause 4 of this bidding document.

Signed *[insert signature of authorized representative]*.....

In the Capacity of *[insert title of authorized representative]*.....

Name *[insert printed or typed name of authorized representative]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of Manufacturer]*

Address *[insert the address of the Manufacturer]*:
.....
.....

Company Seal (Rubber Stamp)

Date:

COMPLIANCE / DEVIATIONS SHEET

Please mark "√" if complied with the tender requirement or mark "X" if there is any deviation and indicate the deviation in the cage provided

	Specification / Condition	Complied	Deviations if any
1.	Form of Bid per Annexure - A		
	Bid-Security per Annexure - B		
3.	Offer Validity – - until2018		
4.	Schedule of Prices (Schedule - A) Duly Filled Stamped, Signed & Forwarded		
5.	Agreed with Payment Terms & Other Requirements		
6.	Agreed with Shipment & Delivery conditions per Clause No. 2.5		
7.	Letter of Authorization per Clause No. 1.18		
8.	Form of Manufacturer's Authorization per Annexure - F		
9.	Duly completed Specification Compliance Sheet as per Clause No. 4 (Bidder should indicate the possibility of complying each item of specification by indicating "Yes" or "No". If any item does not comply with specification, available details to be mentioned). This information is very important in evaluation of offers and failure to submit will result the bid being rejected.		
10.	Agreed with Delivery Period per Clause No. 2.5.3		
11.	Agreed with Penalty on Delayed Delivery per Clause No. 2.7		
12.	Agreed with Freight arrangement through Ceylon Shipping Corporation or any other freight forwarder		
13.	Literature / Catalogues & Other Technical Data Given		
14.	Name of the Manufacturer given		
15.	Country of Origin, Country of Manufacture, Port of Shipment & the HS Code Given		
16.	Agreed with the Requirement for Pre-Shipment inspection and testing as per clause No. 2.3 including Approval of CPSTL for 3rd Party Inspection Certificate & include this requirement in L/C as a condition		
17.	Selected 3rd Party Inspection Company Given		
18.	Name & Address of Local Agent (if any) & Agency Commission Given		
19.	If Relevant, VAT Registration No. Given		
20.	Deviations from Specifications, terms & conditions, if any, indicated		
21.	Documentary proof for recent supplies made to customers in similar magnitude Given		
22.	Declaration per Clause No. 1.17 Given		
23.	Compliance with Performance Guarantee per Clause No. 2.1		
24.	Signature Authorization letter		
25.	Other Deviation, if any		
26.	FOB, ,3 rd Party Inspection Charges, Freight, Taxes (separately) Given		

.....
Company Stamp

.....
Signature of the Bidder