



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

NATIONAL COMPETITIVE BIDDING (NCB)

SUPPLY, INSTALLATION, SERVICING AND MAINTENANCE OF 20 NOS. OF AIR CONDITIONERS FOR MUTHURAJAWELA TERMINAL

TENDER REF NO: KPR/ 37/ 2018

*INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT &
TECHNICAL SPECIFICATIONS*

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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INVITATION FOR BIDS

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

SUPPLY, INSTALLATION, SERVICING AND MAINTENANCE OF 20 NOS. AIR CONDITIONERS FOR MUTHURAJAWELA TERMINAL

TENDER REF NO: KPR/37/2018

The Chairman, Department Procurement Committee on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from manufacturers or their authorized agents in Sri Lanka for the **Supply, Installation, Servicing and Maintenance of 20 Nos. Air Conditioners for Muthurajawela Terminal.**

Bidding will be conducted through National Competitive Bidding procedure.

Interested parties may refer the tender document and obtain necessary information through the CPSTL website: <http://www.cpstl.lk/cpstl/tenders> and the original bidding documents in English language (full set) could be obtained from the undersigned on submission of a written request, during working days between **0900 hrs and 1400 hrs. up to 16th July 2018**, upon payment of a non-refundable bidding document fee of **Two Thousand Sri Lanka Rupees (LKR 2,000.00)** per document. 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 may be sent by registered post or sealed cover **to reach** the Chairman, Department Procurement Committee, C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st Floor, New 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. on 17th July 2018**. Late bids will be rejected.

Bids will be closed at 1400 hrs. on 17th 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. **All bids must be accompanied by a bid security of Thirty Thousand Sri Lanka Rupees (LKR 30,000.00), which shall be valid until 16th October 2018.**

Clarifications (if any) shall be sought from the Manager Procurement on **Tel: +94-11-2572156/ +94-11-5750764, Fax: +94-11-2572155, 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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01. INSTRUCTIONS TO BIDDERS (ITB)

01. INSTRUCTIONS TO BIDDERS (ITB)

1.1 INTRODUCTION

The Chairman, Department Procurement Committee (DPC), on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka will receive sealed bids from manufacturers or their authorized agents in Sri Lanka for the **Supply, Installation, Servicing and Maintenance of 20 Nos. Air Conditioners for Muthurajawela Terminal**, conforming to the terms, conditions & specifications given under this bidding document.

CPSTL shall make the payment as per the terms of Mode of Payment, COC clause 2.7 of the Conditions of Contract of this bidding document.

Additional services provided by the bidder not covered in this bidding document, shall be stated clearly. If no exceptions are stated, the DPC would assume that bidder conforms to most stringent conditions of the bidding document.

The bidder shall bear all costs associated with the preparation and submission of its bid, and the DPC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bids that do not conform to “Invitation to Bid” will be rejected.

1.2 CONTENTS OF BIDDING DOCUMENT

Bidding document consists of the following

- | | | |
|------------|--|----------------|
| 01. | Invitation for Bids | |
| 02. | Instructions to Bidders (ITB) | |
| 03. | Conditions of Contract (COC) | |
| 04. | Technical Specifications | |
| 05. | Schedule of Prices | |
| 06. | Form of Bid | - Annexure “A” |
| 07. | Format of Bid Security Guarantee | - Annexure “B” |
| 08. | Format of Performance Security Guarantee | - Annexure “C” |
| 09. | Format of Contract Agreement | - Annexure “D” |
| 10. | Format of Manufacturer’s Authorization | - Annexure “E” |
| 11. | Compliance/ Deviations sheet | - Annexure “F” |
| 12. | Technical Specification sheet | - Annexure “G” |

The bidder is not permitted to do any alterations in the bidding document in any form whatsoever. Any such alterations in the bidding document by the bidder may be liable for disqualification.

1.3 ISSUE OF BIDDING DOCUMENTS

Bidding documents could be obtained on submission of a written request on company letter head, during working days between **0900 hrs and 1400 hrs. up to 16th July 2018**, upon payment of a nonrefundable bidding document fee of **Two Thousand Sri Lanka Rupees (LKR 2,000.00)** per document to the Cashier, Ground Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

1.4 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION

If any authorized agent in Sri Lanka represents the Manufacturer/Manufacturer authorized export agent abroad, he shall register himself with the Registrar of Companies and shall produce a valid copy of the Certificate of Incorporation issued by the Registrar of Companies of Sri Lanka together with the bid.

Any person who act as an agent or sub-agent, representative or nominee for or on behalf of a manufacturer/principal supplier, shall register himself and the contract as per Public Contracts Act, no 3 of 1987 for every public contract exceeding Five Million Sri Lanka Rupees (**LKR 5,000,000.00**). The Certificate of Registration (**FORM PCA 03**) issues by the Registrar of Public Contracts of Sri Lanka in term of section 11 of the said Act shall be submitted along with the bid, only if the total value exceeding Five Million Sri Lanka Rupees (**LKR 5,000,000.00**).

1.5 DOCUMENTS AND DETAILS TO ACCOMPANY BID

All bids shall contain adequate particulars in respect of the items offered. Bidders must furnish all the required documents/details given below for evaluation purposes and failure to furnish the required documents and details along with the bid will result in the bid being rejected.

Section 01

- 1.** Detailed Profile of the Manufacturer/s and Country of Origin of the product/s. Clearly state the country of assembly if it is differing from the country of origin.
- 2.** Detailed Profile of the Authorized Local Agent.
- 3.** Copy of Certificate of Incorporation - as per ITB clause 1.4 (if applicable)
- 4.** Public Contract Registration (Certificate PCA-03) - as per ITB clause 1.4 (if applicable).
- 5.** Signature Authorization - as per ITB clause 1.7.
- 6.** Bid Security - as per ITB clause 1.16.
- 7.** Manufacturer's Authorization Letter - Annexure "E" - as per ITB clause 1.17.
- 8.** Duly completed & signed Schedule of Prices - as per ITB clause 1.18.
- 9.** Duly completed & signed Form of Bid - Annexure "A" - as per ITB clause 1.19.
- 10.** Technical Specification Sheet – Annexure "G"

Section - 02

1. Complete Technical Specifications of the product, catalog, etc. - as per section 03 – Technical Specifications.
2. Completed Compliance/Deviations sheet - Annexure “F”.
3. Available Certificates (Performance, Quality, Standards & Energy efficiency / energy Rating, etc.)
4. Past supply records of the products for last five (05) years together with supply details.
5. All other details and documentary requirements as requested under this tender.

All documentation/correspondence/catalogues/literatures shall be furnished in English language.

1.6 SEALING, MARKING & SUBMISSION OF BID

Bids shall be submitted in duplicates as per the conditions specified in this bidding document. The original & duplicate copy of the bid shall be placed in separate envelopes marked “ORIGINAL” & “DUPLICATE”. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked “**BID FOR THE SUPPLY, INSTALLATION, SERVICING AND MAINTENANCE OF 20 NOS. AIR CONDITIONERS FOR MUTHURAJAWELA TERMINAL - KPR/37/2018 – CLOSING DATE: 17th July 2018**” on the top left-hand corner & the Bidder’s name & address on the bottom left-hand corner, and addressed to,

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

If the outer envelope is not sealed and marked as required above, the DPC will assume no responsibility for the bid being misplaced or premature opening.

Multiple bids/options from same manufacturer also should be submitted as separate bids on separate sets of bidding documents purchased from CPSTL for such purpose with separate bid securities.

In addition to above requirement, the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.

Bids submissions through emails are not entertained. However, only the clarifications can be made through email address procure@cpstl.lk.

1.7 SIGNATURE AUTHORIZATION

Bidders shall incorporate a **Signature Authorization letter** along with their bids, which is authorizing a person to represent the company in submitting the bid, and if successful, to sign the respective agreement/contract with CPSTL. The letter shall be signed by the Proprietor/ Partner(s)/Director(s) of the company and the person who signs the bid on behalf of the company and shall be affixed by the common seal of the company. This letter shall be produced on the company letter head.

1.8 FORMAT & SIGNING OF BID

Bidders shall prepare an original and a duplicate of the bid specified above, clearly marking as, **“BID FOR THE SUPPLY, INSTALLATION, SERVICING AND MAINTENANCE OF 20 NOS. AIR CONDITIONERS FOR MUTHURAJAWELA TERMINAL- KPR/ 37/2018 – CLOSING DATE: 17TH JULY 2018”**, original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.

The original and the duplicate of the bids shall be typed, or written in indelible ink, and shall be signed by the person/s duly authorized by the bidder. All pages of the bid except for un-amended printed literature shall be initialled by the person signing the bid.

Any inter lineation, erasures or insertion shall be valid only if they are initialled by the person signing the bid. All corrections shall be very clear and no over-writing shall be accepted.

1.9 AMENDEMENTS/CLARIFICATIONS OF BIDDING DOCUMENT

The Chairman, DPC reserves the right to issue amendments to the bidding document if and when deemed necessary up to seven (07) days prior to the deadline for submission of bids.

A prospective bidder requiring any clarification regarding the provisions or terminology of the bidding document shall notify the DPC in writing by hand or post to the mailing address which is indicated in ITB clause 1.6 or by email to procure@cpstl.lk, not later than ten (10) days prior to the closing date of tender given in ITB clause 1.11. Similarly, if a bidder feels that any important provision is unacceptable, such objection shall be raised at this stage.

The DPC will respond in writing by post and/or by email to any such request for clarifications, modifications, objections or complaints that are received not later than ten (10) days prior to the closing date of tender prescribed by the DPC. Copies of the DPC 's response will be sent by post and/or by email to prospective bidders who have collected bidding documents, including description of the inquiry but without identifying its source, within seven (07) days prior to the closing of the tender.

Questions and answers will not form part of the bidding document or contract; answers shall not constitute legally binding representation. If arising from a question, it becomes necessary

to vary the bidding document, and then an addendum will be issued in accordance with the above procedure.

All correspondence shall be addressed to the mailing address or email address which are indicated above and shall not be personally addressed to any officer. Such correspondence shall not be entertained and shall be considered as a disqualification.

Where a bidder has not sought any clarifications/information such bidder shall be deemed to have accepted the bidding document in full.

1.10 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

Bidders may modify, substitute or withdraw their bids after submission, provided that written notice of the modification, substitution or withdrawal is received by the DPC, prior to the deadline prescribed for bid submission.

Bid modifications or substitutions shall be prepared, sealed, marked and despatched as follows:

The bidder shall provide an original and a duplicate, as specified in the ITB clause 1.6, of any modification or substitution to his bid, clearly identified as such in two envelopes, duly marked “**ORIGINAL**” & “**DUPLICATE**”. The envelopes shall be sealed in an outer envelope, duly marked **BID MODIFICATION** or **BID SUBSTITUTION** - “**BID FOR THE SUPPLY, INSTALLATION, SERVICING AND MAINTENANCE OF 20 NOS. AIR CONDITIONERS FOR MUTHURAJAWELA TERMINAL - KPR/ 37/ 2018 – CLOSING DATE: 17TH JULY 2018**”.

Bidders wishing to withdraw their bids shall notify the DPC in writing prior the deadline prescribed for the submission of bids. The notice of withdrawal shall bear the name of the tender and the words “**BID WITHDRAWAL NOTICE**”.

Bid modifications, substitutions and withdrawal notices shall be sent **to reach** the address which is indicated in ITB clause 1.6, not later than the deadline for submission of bids

A withdrawal notice may be sent by email to procure@cpstl.lk, but must be followed by the original, by post or by hand **to reach** the address which is indicated in ITB clause 1.6, not later than the deadline for submission of bids

Bid modifications, substitutions or withdrawal notices received after the deadline for submission of bids will be ignored, and the submitted bid will deem to be valid.

1.11 CLOSING OF BIDS

Bids enclosed, sealed, marked & addressed as aforesaid shall be sent by courier or registered post or sealed cover **to reach**,

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

not later than 1400 hrs. on 17th July 2018 or could deposit in the tender box kept at the above address.

Bids will be closed **at 1400 hrs. on 17th July 2018.**

1.12 DEADLINE FOR SUBMISSION OF BIDS

The Chairman, DPC must receive bids at the address specified under ITB clause 1.11 not later than the time and date stipulated. The Chairman, DPC may at his discretion, extend this deadline for submission of bids, by amending the bidding documents, in which case all right and obligations of the DPC and the bidders will thereafter be subjected to the deadline as extended.

1.13 LATE BIDS

Any bid received after the deadline for submission of bid will be rejected and returned unopened to the Bidder.

1.14 OPENING OF BIDS

Bids will be opened immediately after the closing date and time fixed for receipt of bids at,

**The office of Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Oil Installation
Kolonnawa, Wellampitiya
Sri Lanka.**

or such other place as arranged if the Manager Procurement's Office is not available.

The Bid Opening Committee (BOC) as appointed by the DPC, will open the bids in the presence of the authorized representatives of the bidders, who choose to attend at the time on the date and at the opening place specified above. Authorized representatives of the bidders so attending shall sign a register as proof of their attendance. Name of the bidders, bid prices, discounts, presence or absence of the requisite bid securities, and any other relevant information, which the BOC at its discretion, may consider to be appropriate, will be announced, at the opening.

1.15 MINIMUM VALIDITY PERIOD OF BIDS

All bids shall necessarily be valid for acceptance **minimum until 18th September 2018 (63 days from the closing date of the bids)**. Bidders shall however, clearly indicate the maximum period that their bids would be valid. **A bid valid for a shorter period shall be rejected by the DPC as non-responsive.**

All prices indicated in the schedule of prices, shall be firm & shall not be subject to any price variation within the period of validity stated above.

In exceptional circumstance, prior to the expiration of the bid validity period, the DPC may request bidders to extend the period of validity of their bids 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 the validity of the 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.

On acceptance of the offer within the period of validity of the bid, the validity period shall be extended by another fourteen (14) days for purposes of issuing of Purchase Order and other required documentation.

Bids that do not comply with the above requirements will be rejected as non-responsive.

1.16 BID SECURITY

Each bid shall be accompanied by a bid security, undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period. Such security shall be,

- i) in the form of a bank draft issued by a recognized commercial bank operating in Sri Lanka, or
- ii) in the form of a bank guarantee issued by a recognized commercial bank operating in Sri Lanka,

The bank in Sri Lanka shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka)

and payable to CPSTL on demand, **for a minimum sum of Thirty Thousand Sri Lanka Rupees (LKR 30,000.00)**

Also bidders could deposit money to the CPSTL Cashier as the bid security **for a minimum sum of Thirty Thousand Sri Lanka Rupees (LKR 30,000.00).**

The Bid Security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **minimum until 16th October 2018 (91 days from the closing date of the bids).**

In case of a bank guarantee, the bid security guarantee shall be furnished without a substantial departure to the format given in Annexure “B”.

Failure to submit the bid security at the time, or before the closing of the bids, and in accordance with the above said requirements, and in the format provided (in case of bank guarantee), will result in the bid being rejected.

In exceptional circumstance, prior to expiry of the period of validity of the bid, the DPC may request from the bidders to extend the period of validity of their bid securities for a specified additional period as described in ITB clause 1.15. 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.

Bid securities of the unsuccessful bidders will be returned to them only after the award is made to the successful bidder. The bid security of the successful bidder will be returned only after receipt of the performance security.

1.17 LETTER OF MANUFACTURER’S AUTHORIZATION

Bids from the authorized agents representing manufacturers, will not be considered unless they hold the **Letter of Manufacturer’s Authorization from the manufacturers, empowering the authorized agent to bid on their behalf, to enter into a valid contract on behalf of them and to fulfil all the terms and conditions of the contract, in the event of the bid being awarded.**

Format of Manufacturer’s Authorization - Annexure “E” is attached.

In the event that the bidder is the manufacturer, the Letter of Manufacturer’s Authorization is not required. However, he shall issue a Letter of Authorization to the authorized agent in Sri Lanka, if any.

In the event that the bidder is the authorized agent in Sri Lanka, he shall furnish the Letter of Manufacturer’s Authorization as per the format Annexure “E” from the manufacturer and a Letter of Authorization from the manufacturer authorized export agent abroad, if any.

In case, the DPC accepts an order, the agreement will be signed and the purchase order will be placed with the authorized agent in Sri Lanka.

Failure to submit the Manufacturer’s Authorization at the time, or before the closing of the bids, and in accordance with the above said requirements will result in the bid being rejected.

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.

1.18 SCHEDULE OF PRICES

Offered Prices shall be in the form of Schedule of Prices - marked Schedule given in the bidding document and the bidder is required to duly sign and return the same.

Bids not submitted on the prescribed form and in the manner required are liable for rejection.

1.19 DECLARATION

Bidders shall declare that they had read the conditions and that they make the bid 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.

Bidders shall submit dully filled & signed **Form of Bid, Annexure “A”** along with the bid. **Failure to submit the dully filled & signed Form of Bid along with the bid at or before the closing time and date of the bid and in accordance with above said requirements and in the formats provided, shall result in the bid being rejected.**

1.20 PRELIMINARY EXAMINATION OF BIDS

The DPC 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 DPC may, at its discretion call clarifications from bidders.

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

Bidders shall promptly response to any query raised by the DPC by Fax/Email on the bid made by them at the evaluation stage of bids. Failure to response for these queries will be subject to rejection of bid.

1.21 CORRECTION OF ERRORS

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

- a) Where the discrepancy is between unit price and the line item total, resulting from multiplying the unit price by the quantity, the unit price as quoted shall prevail and the line item total shall be corrected, unless in the opinion of the DPC there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern, and the unit price shall be corrected.
- b) Where there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

- c) Where the discrepancy is between words & figures, the amount in words shall prevail, unless the amount expressed in word is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.
- d) The amount stated in the bidding document adjusted in accordance with the above procedure with the concurrence of the bidder shall be considered as binding upon the bid. If the bidder does not accept the corrected amount of bid, his bid will be rejected.
- e) If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, his bid shall be disqualified and his bid security may be forfeited.

1.22 EVALUATION OF BIDS

All offers received will be examined to determine the eligibility of bidders' responded and substantial responsiveness of bids received. A substantially responsive bid is one, which conforms to the terms, conditions and specifications of the bidding document. Incomplete bids will be rejected.

The DPC may seek clarification or additional information from any bidder in regard to specifications except for prices. In the absence of any response from the bidder, within the specified period, the DPC reserves the right to make its own decision.

Only the bids determined to be substantially responsive will be evaluated and compared.

Award will be made to the substantially responsive, lowest evaluated bid.

1.23 POWER TO ACCEPT OR REJECT BIDS

The DPC will not be bound to make the award to the bidder submitting the lowest bid.

The DPC reserves the right to reject any or all bids, or any part thereof without assessing any reasons. The DPC may accept any or all items of the bid and reserves the right to increase or decrease the quantity of the items to be contracted for, at prices indicated in the schedule of prices.

1.24 AWARDING CRITERIA

Subject to ITB clause 1.22, 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.

1.25 NOTICE OF ACCEPTANCE

Acceptance of the 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

the DPC decision. Any change of the mailing address of the bidder shall be promptly notified to the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

02. CONDITIONS OF CONTRACT (COC)

02. CONDITIONS OF CONTRACT (COC)

2.1 PERFORMANCE SECURITY

The successful bidder is required to provide a performance security to safeguard the CPSTL against non-performance of the contract. The successful bidder, on being notified by CPSTL of the acceptance of his bid, shall furnish at his own expense a performance security, in one of following forms within fourteen (14) days of such notification. Such performance security shall be,

- i) in the form of a bank draft issued by a recognized commercial bank operating in Sri Lanka, or
- ii) in the form of a bank guarantee issued by a recognized commercial bank operating in Sri Lanka, or

The bank shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka)

and payable to CPSTL on demand, in a minimum sum **equivalent to 10% of the total contract value (inclusive taxes) of the accepted bid in Sri Lanka Rupees (LKR)**

Also successful bidder could deposit money to the CPSTL Cashier as the performance security for a minimum sum **equivalent to 10% of the total contract value (inclusive taxes) of the accepted bid in Sri Lanka Rupees (LKR).**

In case of a bank guarantee, the performance security guarantee shall be furnished without a substantial departure to the format given in Annexure “C”.

If the successful bidder fails to furnish the performance security as aforesaid, his name shall be placed in the list of defaulting suppliers. CPSTL, shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such bid, at the risk & expense of the successful bidder.

The successful bidder, in the event of his failure to furnish the performance security as required, shall be liable for any losses, costs, expenses & damages, which CPSTL may sustain in consequence of such failure and the bid security, shall be forfeited.

Official Purchase Order shall be released only after the receipt of the performance security. The performance security shall be in favor of CPSTL and shall be unconditionally encashable on demand by CPSTL and **shall be valid for a period not less than twenty-eight (28) days beyond the scheduled completion date.**

In exceptional circumstances, prior to expiry of the period of validity of the performance security, CPSTL may request to extend the period of validity for a specified additional period, in order to meet the delivery schedule.

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 attached as per Annexure “D”.

2.3 INSPECTION

All the Air condition units quoted by the Bidder should be available Ex-stock for inspection at the stage of evaluation

2.4 WARRANTY

The Bidder may specify the warranty terms, which they need to include all the major components. Such warranty shall not in any case be less than the warranty specified under the Technical Specification Clauses 3.2.11 from the date of installation.

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

2.5 PACKING

The supplier shall provide packing of the goods, as required to prevent their damages or deterioration during the transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit.

The equipment shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport.

2.6 DELIVERY SCHEDULE

Total order shall be delivered to Stores, CPSTL, Muthurajawela Terminal within 01 month from the date of issue of the Purchase Order and Installation should be finished within 01-month period from the delivery date, as instructed by CPSTL.

2.7 MODE OF PAYMENT

Full payment of the total cost shall be paid in Sri Lanka Rupees, only after the successful delivery and installation in relevant location.

Any payment term requiring advance payments will not be accepted by CPSTL.

2.8 DELAYS IN DELIVERY

Where the supplier does not supply the items in due time, in accordance with the stipulated and agreed dates of delivery, as given in the bidding document, the supplier shall when require by CPSTL be bound to supply such quantities of items as may be necessary immediately by CPSTL by making suitable arrangements, in order that the said items will reach CPSTL in due time.

Should the supplier fail to arrange for the supply items in the manner aforesaid, CPSTL shall have the right to make suitable alternate arrangements without any notice to the successful bidder for the required supplies and to claim from the supplier, the additional expenses thereby incurred by CPSTL.

2.9 LIQUIDATED DAMAGES

Should the supplier fail to supply items, within the period specified or should he fail to replace any rejected quantity thereof with a like quantity of approved quality within the period allowed, the supplier shall be liable to pay as pre-estimate of Liquidated Damages (LD), the sum of 1/1000th of the total item value of the order per day for delay in executing the order, until the order is completed subject to a maximum of 10% of total item value of the order.

In case of such LD being imposed by CPSTL and such LD may be deducted from the final payment/performance security.

However, CPSTL reserves the right to cancel the award of the tender, if the total quantity is not delivered within the delivery period agreed by the supplier without any reasonable proven reason to CPSTL or at the reach the maximum LD of 10% of total item value of the order.

2.10 DEFAULTS BY SUCCESSFUL BIDDER

If for any reason, in the opinion of CPSTL, the successful bidder becomes incapable or unable to supply items offered in his bid, CPSTL shall have the right to obtain such items from other sources without being liable in any manner whatsoever, to the 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 items according to the specifications, he shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach.

The supplier in these circumstances shall also render himself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in CPSTL bids.

2.11 PATENT INFRINGEMENT

Successful bidder shall defend any and all infringement suits in which CPSTL is made a defendant, alleging patent infringement on items purchased from the successful bidder. Successful bidder shall pay all costs and expenses incident to any such litigation. It being further agreed and understood, that CPSTL shall have the right to be represented therein by counsel, of their own selection and paid by them. Successful bidder shall pay all damages profits and/or costs, which may be subjected under the patent rights.

2.12 CONTRACT NOT TO BE SUBLET

The successful bidder shall not assign or sublet without the written authority of the Chairman, DPC; his obligations to supply the items bided and agreed for. If any part of his obligation has been assigned or sublet with written authority, he will nevertheless be held responsible for the due performance of the part assigned or sublet.

2.13 SUPPLIER'S STANDARD CONDITIONS OF SALE

Supplier's standard conditions of sale, usually printed on the quotation/invoice or in a separate format will not be accepted. The terms & conditions of this bidding document of CPSTL shall prevail.

2.14 FORCE MAJEURE

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

2.15 DISPUTES/ APPLICABLE LAW

All the disputes arising out of this agreement will be settled in accordance with the provisions of Law governing like disputes and tribal by court of law of The Democratic Socialist Republic of Sri Lanka.

2.16 FURTHER INFORMATION

Any other information or clarification required could be obtained from the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka on any working day, between 0900 hrs and 1600 hrs. before the closing date of the tender.

Telephone : +94-11-2572156/ +94-11-5750764

Facsimile : +94-11-2572155

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.**

..” 2018

03.SCOPE OF SUUPLY AND TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SUPPLY

- 3.1.1 The successful Bidder should supply the air conditioning units to Oil Installation of Ceylon Petroleum Storage Terminals Ltd., Muthurajawela Terminal, before expiring of one (01) month from the date of award of the Tender. Installation will be done at below locations and the installation shall be completed within one (01) month from the date of delivery.

Description	Quantity (Nos.)	Installation Location
24,000 BTU Split Inverter A/C's	4	TFCR, OPS Room, Sub Station and Administration Office
18,000 BTU Split Inverter A/C's	5	Conference Room, Library ,03F Gate, Exit Gate, Distribution Office
12,000 BTU Split Inverter A/C's	1	Invoice Office
Nos. 9000 BTU Standard Split A/C' s	10	Office rooms

- 3.1.2 Tubes and other installation materials.
- 3.1.3 Technical literature catalogues and complete set of installation and service manuals should be submitted with each air conditioning unit.
- 3.1.4 Warrantee certificates should be submitted with the air conditioning unit.
- 3.1.5 Contact telephone number for reporting breakdowns and services.

3.2 TECHNICAL SPECIFICATIONS

- 3.2.1 Capacity and Power supply should be as follows,

Description	Power supply
24000 BTU Split Inverter A/C	230 V, 50 Hz single phase
18000 BTU Split Inverter A/C	230 V, 50 Hz single phase
12000 BTU Split Inverter A/C	230 V, 50 Hz single phase
9000 BTU Standard Split A/C	230 V, 50 Hz single phase

The supplier should clearly mention each models power supply point (whether indoor or outdoor)

- 3.2.2 Refrigerant should be R410A.
- 3.2.3 Respective EER should motioned in the technical literature catalog.

- 3.2.4 The air-conditioning unit should be air cool and free-blower type.
- 3.2.5 The air-conditioning unit should be supplied with following protection devices.
- i. Internal Thermostat
 - ii. Over Current Relay
- 3.2.6 Fan motors should be sealed ball bearing type for dust free operation.
- 3.2.7 Outdoor Unit
- 3.2.7.1 Out Door Unit should be consisting suction valve and discharge valve for the convenience of repairs.
 - 3.2.7.2 Outdoor Unit Housing of the outdoor unit should be corrosion resistance and shall be able to bear salty and hot weather conditions.
- 3.2.8 Indoor Unit
- 3.2.8.1 Housing of the indoor unit should be plastic or non-corrosive material.
 - 3.2.8.2 Manual on/off switch should be available.
 - 3.2.8.3 Blower should be direct driven
 - 3.2.8.4 Noise level of the Indoor Unit should be less than 40 dB.
 - 3.2.7.4 The following indicators should be available.
- i. Power supply
 - ii. Compressor Operation
 - iii. Air Swing
- 3.2.9 Remote Control
- 3.2.9.1 Remote Control should indicate Room Temperature, Strength of the Batteries, Operational errors of the unit etc.,
 - 3.2.9.2 Facilities should be available for Temperature setting 16 to 32 C, Fan speed setting – Low/Medium/High, Air Swing on/off.
- 3.2.10 Spare Parts
- 3.2.10.1 The supplier should submit list of spare parts with the prices for five years of operation including followings.
- | | | |
|-----------------------------|---|--------|
| 1. High Side Condenser | - | 01 No. |
| 2. Fan Motor (Outdoor Unit) | - | 01 No. |
| 3. Fan Motor (Indoor Unit) | - | 01 No. |
| 4. Control Module(Indoor) | - | 01 Set |
| 5. Control Module(Outdoor) | - | 01 Set |
| 6. Remote control | - | 01 No. |
- 3.2.10.2 The supplier should give an assurance in writing to supply spare parts including following for a period of 8 years.

1. Out Door Unit – Fan Blade
2. Fan Motors
3. High Side Condenser
4. Control Module
5. Magnetic Relay
6. Capillary System
7. Remote Control

3.2.11 Warranty

- 3.2.11.1 Warrantee period for the air-conditioning unit should be minimum one year from the date of installation
- 3.2.11.2 Warrantee period for the compressor and condenser should be and minimum five years from the date of installation.
- 3.2.11.3 If the compressor or any other parts have to be replaced due to a defect identified during the guarantee period, the supplier should not introduce any replacement cost that will be incurred to CPSTL.

3.2.12 Installation and Maintenance

- 3.2.12.1 Mounting/ Fitting indoor & outdoor units at the respective locations as per standard practice including Leak testing and additional refrigerant charge if required.
- 3.2.12.2 During the installation supplier may need to remove the existing units, Outdoor and Indoor brackets and piping.
- 3.2.12.3 Supply, installation, testing and commissioning of suitable size (minimum gauge 0.61mm) copper refrigerant lines (suction and return) including insulation of minimum 13 mm thickness nitride rubber with aluminum foil covering along with required electrical and control cabling as per standard practice.
- 3.2.12.4 Supply and laying of PVC drain piping as per standard practice.
- 3.2.12.5 Supply and Installation of suitable size PVC trunking, covering refrigerant lines, drain pipes and cables.
- 3.2.12.6 In case of emergency breakdown, supplier should attend the repair and maintenance works within 24 hours
- 3.2.12.7 Bidder should forward contact telephone number for reporting breakdowns.

3.2.13 Annual Service Maintenance Contract

Supplier should enter to an Annual Service Maintenance Contract with the CPSTL to provide 02 No. High Pressure Service and 02 Nos. Normal Services per Annum.

Signature of the Bidder: Date:..... **(Common Company Seal)**

04. SCHEDULES

SCHEDULE OF PRICES

Please refer the list of Installation Locations before pricing.

Table 01

Item S/No	Description	Qty.	Unit Price (Rs.)	Total Value (Rs.)
01	Supply & Installation of 9,000 BTU Single Split Non-Inverter A/C	10 Nos.		
02	Supply & Installation of 12,000 BTU Single Split Inverter A/C	01 No.		
03	Supply & Installation of 18,000 BTU Single Split Inverter A/C	05 Nos.		
04	Supply & Installation of 24,000 BTU Single Split Inverter A/C	04 Nos.		
		Less Discount (If any)		
		NBT (If applicable)		
		Total Value Exclusive VAT		
		VAT (If applicable)		
	Total Value Inclusive VAT	By figure		
		By words		

TOTAL COST OF COMPREHENSIVE MAINTENANCE AND SERVICE FOR 2ND - 5TH YEARS (AFTER 01 YEAR MANUFACTURER'S WARRANTY PERIOD) FOR 20 NOS. AIR CONDITIONERS.

Table 02

Item S/No	Description	Qty.	Unit Price (Rs.)	Total Value (Rs.)
01	Cost of comprehensive maintenance and service for the period of 2 nd year for 20 Nos. Air Conditioners.	Item		
02	Cost of comprehensive maintenance and service for the period of 3 rd year for 20 Nos. Air Conditioners.	Item		
03	Cost of comprehensive maintenance and service for the period of 4 th year for 20 Nos. Air Conditioners.	Item		
04	Cost of comprehensive maintenance and service for the period of 5 th year for 20 Nos. Air Conditioners.	Item		
	Less Discount (If any)			
	NBT (If applicable)			
	Total Value Exclusive VAT			
	VAT (If applicable)			
	Total Value Inclusive VAT	By figure		
		By words		

It is highly recommended to go through the section 3.2.12 Installation and Maintenance and visit the installation locations before quoting unit prices for each type of A/C in the schedule of prices.

“If any taxes are not mentioned separately such taxes will be considered as not relevant for the bid”

Delivery Period up to CPSTL, Muthurajawela: *(Minimum requirement – As per COC clause 2.6)*

Offer Validity Period :

Country of Origin :

Name of the Manufacturer :

Country of Manufacture :.....

Warranty :.....

Name of the Bidder :.....

Address :.....

.....

Telephone :.....

E-mail :.....

Signature of the Bidder: Date:.....

(Company Seal)

05. ANNEXURES

FORM OF BID

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

**BID FOR THE SUPPLY, INSTALLATION, SERVICING AND MAINTENANCE OF
 20 NOS. AIR CONDITIONERS FOR MUTHURAJAWELA TERMINAL - TENDER
 REFERENCE NO: KPR/37/2018**

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the Supply, Installation, Servicing and Maintenance of 20 Nos. Air Conditioners for Muthurajawela Terminal – Tender Ref No: KPR/ 37/ 2018 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 fulfills the technical requirements discussed in the bidding document.
- A-5** I/We agree to abide by this bid **minimum until 18.09.2018 (63 days)**. Tender 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 undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- A-7** I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance bond (in case of a bank guarantee) contained in Annexure “C” and confirm our compliance with the said performance security in the event of award of bid.
- A-8** I/We affirm that the said items will be delivered to CPSTL **within weeks (minimum requirement: within .. weeks)** from the date receipt of the Purchase Order.
- A-9** If our bid is accepted, we commit to accept the COC clause 2.7; Mode of payment.
- A-10** I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Department Procurement Committee, Ceylon Petroleum Storage Terminals Limited.

Cont....

A-11 I/We offer the total price of

..... *[insert total LKR price in figures exclusive VAT]*

.....
[insert total LKR price in words exclusive VAT]

..... *[insert total LKR price in figures inclusive VAT]*

.....
[insert total LKR price in words inclusive VAT])

for the Supply, Installation, Servicing and Maintenance of 20 Nos. Air Conditioners for Muthurajawela Terminal to Ceylon Petroleum Storage Terminals Limited as detailed out in this bidding document and details of the total price is as given in the Schedule of Prices

Dated this day of2018 *[insert date of signing]*.

Name

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

Signature :

[insert signature of the person whose name and capacity are shown]

in the capacity of

[insert legal capacity of the person signing the Form of Bid]

duly authorized to sign bids for and on behalf of

[insert complete name of the bidder]

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

(Common Company

Seal)

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) the name, address and issuing branch or office of the issuing agency]

Beneficiary: Ceylon Petroleum Storage Terminals Limited

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

Bid Guarantee No.: *[insert (by issuing agency) number]*

Sum Guaranteed: *[insert (by issuing bank) the amount of the bank guarantee in figures & in words]*

We have been informed that *[insert (by issuing agency) the 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 the Supply, Installation, Servicing and Maintenance of 20 Nos. Air Conditioners for Muthurajawela Terminal under Tender Reference No: KPR/37/2018 (“the Tender”).

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) the 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) the amount in figures]* *[insert (by issuing agency) the 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 Tender; or
- (c) having been notified of the acceptance of its Bid by the 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 Conditions of Contract (hereinafter “the COC”) of the Tender.

Cont....

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 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) the date (minimum requirement: until 16.10.2018) 63 +28 Days]*

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

This guarantee shall be governed by the laws of Sri Lanka.

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

Seal (where applicable)

FORMAT OF PERFORMANCE SECURITY GUARANTEE

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

.....
[insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]

Beneficiary: Ceylon Petroleum Storage Terminals Limited

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

Performance Guarantee No. : *[insert (by issuing agency) number]*

Sum Guaranteed: *[insert (by issuing bank) the amount of the bank guarantee in figures & in words]*

We have been informed that *[insert (by issuing agency) name of the Supplier]* (hereinafter called “the Supplier”) has entered into Contract No. KPR/./2018 dated *[insert date of bid]* with you, for the Supply, Installation, Servicing and Maintenance of 20 Nos. Air Conditioners for Muthurajawela Terminal under Tender Reference No: KPR/37/2018 (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 Supplier, we *[insert (by issuing agency) the name of the issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert (by issuing agency) the amount in figures]* *[insert (by issuing agency) the amount in words]*, 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, 2018 *[Insert (by issuing agency) date, twenty eight (28) days beyond the scheduled completion date]* and any demand for payment under it must be received by us at this office on or before that date.

This guarantee shall be governed by the laws of Sri Lanka.

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

Seal (where applicable)

FORMAT OF CONTRACT AGREEMENT – KPR/./2018

THIS CONTRACT AGREEMENT is made and entered into at Colombo on the ... day of 2018

BY AND BETWEEN

- (1) Ceylon Petroleum Storage Terminals Limited a Company dully incorporated under and in terms of Conversion of Public Corporation or Government Owned Business undertaking into Public Companies Act No.23 of 1987 and registered under the Companies Act No.07 of 2007 under the Company Registration Number PB1221, having its registered office at Nimawa, Kolonnawa, Wellampitiya, Sri Lanka (*hereinafter called and referred to as “the Purchaser” which terms or expression as herein used shall where the context so requires or admits mean and include the said Ceylon Petroleum Storage Terminals Limited, its successors, agents and assigns*) of the one part and,
- (2) a body established under the Companies Act No.07 of 2007 under the Company Registration Number and having its registered office at (*hereinafter called and referred to as “the Supplier” which terms or expression as herein used shall where the context so requires or admits mean & include the said, its successors, agents and assigns*) as the other part.

WHEREAS the Supplier invited bids for the Supply of certain Goods and ancillary services, viz., ‘SUPPLY, INSTALLATION, SERVICING AND MAINTENANCE OF 20 NOS. AIR CONDITIONERS FOR MUTHURAJAWELA TERMINAL– Tender Ref No: KPR/37/2018” and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert price in words and figures exclusive VAT & inclusive VAT]* (*hereinafter called and referred to as “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.
 - This Contract Agreement
 - The Conditions of Contract
 - Technical Specifications
 - The Suppliers Bid dated *[insert the date of the bid]*
 - Original Price Schedules
 - Letter of Acceptance dated *[insert the date of the letter of acceptance]*

Cont....

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 the Purchaser

For and on behalf of the Supplier

.....
Authorized Signature of the Purchaser

.....
Authorized Signature of the Supplier

.....
In the capacity of
[insert title or other appropriate designation]

.....
In the capacity of
[insert title or other appropriate designation]

(Common Company Seal)

(Common Company Seal)

In the presences of witness:

In the presences of witness:

Name :

Name :

NIC No :

NIC No :

Signature :

Signature :

Address :

Address :

.....

.....

.....

.....

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 shall be on the letterhead of the Manufacturer and shall be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date]*

Name of Tender : Supply, Installation, Servicing and Maintenance of 20 Nos. Air Conditioners for Muthurajawela Terminal

Tender Ref : KPR/37/2018

To: The Chairman
Department Procurement Committee
C/o Manager Procurement
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 technical specifications as mentioned in Section 03 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.

S/N	Specification / Condition	Complied	Deviations
01.	Validity Period of Bid as per ITB clause 1.15		
02.	Bid Security as per ITB clause 1.16		
03.	Letter of Manufacturer’s Authorization as per ITB clause 1.17, and Annexure “E” submitted		
04.	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.18 and Schedule submitted		
05.	Duly filled, stamped & signed Form of Bid as per ITB clause 1.19 and Annexure "A", submitted		
06.	Compliance with Performance Security as per COC clause 2.1, in case of award		
07.	Compliance with Contract Agreement as per COC clause 2.2, in case of award		
08.	Compliance with Packing requirement as per COC clause 2.5, in case of award		
09.	Delivery Schedule as per COC clause 2.6, in case of award		
10.	Compliance with Mode of Payment as per COC clause 2.7, in case of award		
11.	Compliance with other clauses of COC, in case of award		
12.	Duly completed Technical Specifications as per Section 03, submitted		
13.	Valid copy of Certificate of Incorporation issued by the Registrar of Companies in Sri Lanka, ITB clause 1.4, submitted (if applicable)		
14.	Certificate “Form PCA 3” issued by Registrar of Public Contract in accordance with ITB clause 1.4, submitted (if applicable)		
15.	Signature Authorization letter, as per ITB clause 1.7, submitted		
16.	Technical Specification Sheet – Annexure “G “		
17.	All other documentary requirements/details as requested under this bidding document, submitted		

Signature of the Bidder: Date:.....

(Common Company Seal)

TECHNICAL SPECIFICATION SHEET

PR No:

KPR/37/2018

24000 BTU Split Inverter A/C

Bidder	
Brand	
Model No.	
Cooling Capacity	
EER(W/W)	
Compressor Model No.	
Compressor Capacity	
Voltage (v)/ Phase / Frequency (Hz)	
Operating Current	
Refrigerant	
Noise Level (dB) (Low/ Medium/High)	
Outdoor Unit Housing Material	
Copper Refrigerant Line Gauge (mm)	
PVC Trunking Dimensions	
Warranty – Unit	
Warranty – Compressor	
Warranty – Condenser	
Delivery Period	
Free Services	

18000 BTU Split Inverter A/C

Bidder	
Brand	
Model No.	
Cooling Capacity	
EER(W/W)	
Compressor Model No.	
Compressor Capacity	
Voltage (v)/ Phase / Frequency (Hz)	
Operating Current	
Refrigerant	
Noise Level (dB) (Low/ Medium/High)	
Outdoor Unit Housing Material	
Copper Refrigerant Line Gauge (mm)	
PVC Trunking Dimensions	
Warranty – Unit	
Warranty – Compressor	
Warranty – Condenser	
Delivery Period	
Free Services	

12000 BTU Split Inverter A/C

Bidder	
Brand	
Model No.	
Cooling Capacity	
EER(W/W)	
Compressor Model No.	
Compressor Capacity	
Voltage (v)/ Phase / Frequency (Hz)	
Operating Current	
Refrigerant	
Noise Level (dB) (Low/ Medium/High)	
Outdoor Unit Housing Material	
Copper Refrigerant Line Gauge (mm)	
PVC Trunking Dimensions	
Warranty – Unit	
Warranty – Compressor	
Warranty – Condenser	
Delivery Period	
Free Services	

9000 BTU Standard Split A/C

Bidder	
Brand	
Model No.	
Cooling Capacity	
EER(W/W)	
Compressor Model No.	
Compressor Capacity	
Voltage (v)/ Phase / Frequency (Hz)	
Operating Current	
Refrigerant	
Noise Level (dB) (Low/ Medium/High)	
Outdoor Unit Housing Material	
Copper Refrigerant Line Gauge (mm)	
PVC Trunking Dimensions	
Warranty – Unit	
Warranty – Compressor	
Warranty – Condenser	
Delivery Period	
Free Services	

Signature of the Bidder: Date:.....

(Company Seal)