



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

NATIONAL COMPETITIVE BIDDING (NCB)

SUPPLY OF UNIFORM MATERIALS FOR THE YEAR 2018

TENDER REF NO: KPR/10/2018

*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

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INVITATION FOR BIDS (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

SUPPLY OF UNIFORM MATERIALS FOR THE YEAR 2018

TENDER REF NO: KPR/10/2018

The Chairman, Department Procurement Committee on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from bidders for the **Supply of Uniform Materials for the year 2018**.

Bidding will be conducted through National Competitive Bidding procedure.

Interested eligible bidders may refer the tender document and obtain necessary information through the Information/Tenders page at CPSTL website: www.cpstl.lk/tender.php 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 23.04.2018**, upon payment of a non-refundable bidding document fee of **Three thousand Sri Lanka Rupees (LKR 3,000.00)** 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.

A Pre-bid meeting will be held at **1000 hrs on 11.04.2018** at the Office of Manager Stores, Ceylon Petroleum Storage Terminals Ltd (CPSTL).

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 or could be deposited in the tender box kept at the above address, on or before **1400 hrs on 24.04.2018**. Late bids will be rejected.

Bids will be closed at 1400 hrs on 24.04.2018 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 One hundred thousand Sri Lanka Rupees (LKR 100,000.00), which shall be valid until 07.08.2018.**

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.**

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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 will receive sealed bids for the **Supply of Uniform Materials for the year 2018**, conforming to the terms, conditions & specifications given under 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.** Instructions to Bidders (ITB)
- 02.** Conditions of Contract (COC)
- 03.** Specifications
- 04.** Schedule
 - i.** Schedule of Prices - **Schedule “A”**
- 05.** Annexure
 - i.** Form of Bid - **Annexure “A”**
 - ii.** Format of Bid Security Guarantee - **Annexure “B”**
 - iii.** Format of Performance Security Guarantee - **Annexure “C”**
 - iv.** Format of Contract Agreement - **Annexure “D”**
 - v.** Compliance/Deviations sheet - **Annexure “E”**

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 Monday, 23rd April 2018**, upon payment of a non refundable bidding document fee of **Three thousand Sri Lanka Rupees (LKR 3,000.00)** per document to the Cashier, Ground Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya.

1.4 PRE-BID MEETING

A pre-bid meeting will be held at **1000 hrs on Wednesday, 11th April 2018** at the Office of Manager Stores, Ceylon Petroleum Storage Terminals Ltd (CPSTL). The bidder or his authorized representative(s) is advised to attend the pre-bid meeting.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage by the bidders.

All costs incurred in attending to this pre-bid meeting will have to be borne by the bidder.

1.5 BUSINESS REGISTRATION

Bidder shall register with the Registrar of Companies and shall produce a valid copy (legally attested copy) of the Certificate of Incorporation issued by the Registrar of Companies of Sri Lanka together with the bid.

1.6 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.

1. **Detailed profile** of the company of the bidder
2. Copy of **Business Registration** - as per ITB clause 1.5
3. **Past supply records** on similar magnitude or higher, for the last three (03) years together with documentary evidence such as supply details
4. **Bid Security** – as per ITB clause 1.18
5. Duly completed & signed **Schedule of Prices** - Schedule “A” – as per ITB clause 1.19
6. Duly completed & signed **Form of Bid** - Form Annexure “A” as per ITB clause 1.20
7. **Completed Compliance/Deviations sheet** - Annexure “E”
8. **All other details and documentary requirements** as requested under this tender

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

1.7 SUBMISSION OF SAMPLES

Samples will be invited only from substantially responsive bidder/s for evaluation purpose.

The responsive bidder/s is/are requested to submit a sample of one (01) Metre as a single length from each material, within one (01) week upon receipt of the request letter from Manager (Procurement), CPSTL.

Failure to submit the required samples as described above will result in the bid/s being rejected.

If the bidder wishes to submit **different option(s)** along with the original bid, it is necessary to submit separate sample(s) for each option as per the requirement described above.

Successful bidder is strictly advised that he shall deliver the material(s) identical to the sample(s) that he submitted.

1.8 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 OF UNIFORM MATERIALS FOR THE YEAR 2018 – KPR/10/2018 – CLOSING DATE: TUESDAY, 24TH APRIL 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.**

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.

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.

1.9 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.

1.10 FORMAT & SIGNING OF BID

Bidders shall prepare an original and a duplicate of the bid specified above, clearly marking as, **“BID FOR THE SUPPLY OF UNIFORM MATERIALS FOR THE YEAR 2018 – KPR/10/2018 - CLOSING DATE: 24TH APRIL 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.

1.11 AMENDMENTS/ CLARIFICATIONS OF BIDDING DOCUMENT

The Chairman, DPC reserves the right to issue amendments to the bidding document if and when deemed necessary up to three (03) days prior to the deadline for submission of bids.

A prospective bidder requiring any clarification regarding the provisions or terminology of the bidding document should notify the DPC in writing by hand or post to the mailing address which is indicated in ITB Clause 1.8 or by email to procure@cpstl.lk, on or before the date of the pre-bid meeting given in ITB clause 1.4. Similarly if a bidder feels that any important provision is unacceptable, such objection should 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 on or before the date of the pre-bid meeting 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 three (03) 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.

1.12 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 1.8, 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 OF UNIFORM MATERIALS FOR THE YEAR 2018 – KPR/10/2018 – CLOSING DATE: 24TH APRIL 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 1.8, 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 1.8, 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.

1.13 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.**

not later than 1400 hrs on Tuesday, 24th April 2018 or could deposit in the tender box kept at the above address.

Bids will be closed **at 1400 hrs on Tuesday, 24th April 2018.**

1.14 DEADLINE FOR SUBMISSION OF BIDS

The Chairman, DPC must receive bids at the address specified under ITB Clause 1.13 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.

1.15 LATE BIDS

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

1.16 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.**

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.

1.17 MINIMUM VALIDITY PERIOD OF BIDS

All bids shall necessarily be valid for acceptance **minimum until 10th July 2018**. 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, Schedule "A" 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 1.18 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 should 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.

1.18 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 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 One hundred thousand Sri Lanka Rupees (LKR 100,000.00).**

Also bidders could deposit money to the CPSTL Cashier as the bid security **for a minimum sum of One hundred thousand Sri Lanka Rupees (LKR 100,000.00).**

The Bid Security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **minimum until 07th August 2018.**

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 1.17. 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.

1.19 SCHEDULE OF PRICES

Schedule of Prices shall be in the form of the Schedule “A” 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.

1.20 DECLARATION

Bidders should 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, and in terms of this bid.

Bidders shall submit duly filled & signed **Form of Bid - Annexure “A”** along with the bid.

Failure to submit the duly filled & signed Form of Bid along with the bid at or before the closing time and date of the Tender and in accordance with above said requirements and in the formats provided, shall result in the bid being rejected.

1.21 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. The bidders who are qualified in preliminary bid evaluation shall be requested to submit a sample as Clause No. 1.7. in ITB.

1.22 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.

1.23 MATERIAL TESTING

On behalf of the Departmental Procurement Committee the Technical Evaluation Committee will visually inspect the material samples of the bidders who have selected by the preliminary examination to check if the colours are as per samples provided by CPSTL and free from major flaws.

Material sample(s) of the bidders who have selected by the visual inspection will be tested against the given specifications through a reputed textile testing institute.

Respective textile testing charge shall be paid by the bidders who have been short listed by visual inspection. Non refundable textile testing charge will be around LKR 2,350.00+NBT+VAT for each material sample.

These are approximate rates and actual rates may be varied at the time of testing. This will be notified to the short listed bidders by fax/e-mail and confirmed in writing by registered post to the address given by them. Such payment shall be paid by cash to the Cashier, Ground Floor, New building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya or by a bank draft issued by a recognized commercial bank operating in Sri Lanka, and payable to CPSTL, within seven (07) days from the date of receipt of the notification.

Failure to submit the payment for textile testing charges as described above will result in the bid being rejected and the bid security may be forfeited.

Bids belongs to the failed material sample(s) at the textile testing will not be considered for further evaluation. Award will be made to the substantially responsive lowest evaluated bid.

1.24 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.

1.25 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.

1.26 AWARDING CRITERIA

Subject to ITB clauses 1.24, 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.

1.27 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 should be promptly notified to the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya.

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

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).**

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

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).**

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 MODE OF PAYMENT

Full payment of the total cost shall be paid in Sri Lanka Rupees, only after the successful delivery & acceptance of the items by CPSTL.

Full payment of the total cost shall be paid in Sri Lanka Rupees, within **Thirty (30) days** only after the successful delivery & acceptance of the items (complete order) by CPSTL.

Any payment term requiring advance payments will not be acceptable to CPSTL.

2.4 DELIVERY SCHEDULE

Total order should be delivered to Main Stores, CPSTL, Kolonnawa within **Forty five (45) days** from the date of receipt of the official Purchase Order (Shorter delivery periods are most welcome).

2.5 FINAL MATERIAL TESTING & EVALUATION IF REQUIRED

Material delivered by the successful bidders may be visually inspected /tested & evaluated against the given specifications in 3.1, 3.2 & 3.3 for Shirting material, Trouser material & Denim material-Blue through reputed Textile Institute.

Successful bidder shall deposit **LKR 2,350.00+NBT+VAT** per material sample as a sample testing & evaluation deposit. These are approximate rates and actual rates may be varied at the time of testing.

This deposit amount will be refunded along with the final payment, if the sample is passed at the testing. If not, the deposit will be forfeited.

This will be notified to the successful bidder by fax/e-mail and confirmed in writing by registered post to the address given by him. Such deposit shall be made by cash to the Cashier, Ground Floor, New building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya or by a bank draft issued by a recognized commercial bank operating in Sri Lanka, and payable to CPSTL, within seven (07) days from the date of receipt of the notification.

If the successful bidder failed to arrange the deposit as described above, CPSTL shall have the right to obtain items from other sources without being liable in any manner whatsoever; to the successful bidder. Performance security of the successful bidder shall be forfeited and his name shall be placed in the list of defaulting suppliers.

If the material sample(s) is/are failed at the textile testing & evaluation, CPSTL shall have the right to obtain such items from other sources without being liable in any manner whatsoever; to the successful bidder. Performance security of the successful bidder shall be forfeited and his name shall be placed in the list of defaulting suppliers.

2.6 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 required 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.

2.7 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 liquidated damages, the sum of 1/200th 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 penalty being imposed by CPSTL and such penalty 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 penalty of 10% of total item value of the order.

2.8 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.

2.9 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.

2.10 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 tender of CPSTL shall prevail.

2.11 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.

2.12 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 triable by court of law of The Democratic Socialist Republic of Sri Lanka.

2.13 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 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.**

29th March 2018

03. SPECIFICATIONS

03. SPECIFICATIONS

The bidder should indicate whether the required specifications are met by them by marking (Yes) if it meets the requirements/comply and (No) if it is not, in front of following each requirement/specification in the right hand corner of each item. Variations and/or deviations from specification, if any, should be illustrated clearly in detail.

3.1 SPECIFICATION FOR SHIRTING MATERIAL

(Ceylon Petroleum Storage Terminals Limited)

Parameters	Requirements	Test method	Compliance (Yes/No) to be filled by bidder
Fabric composition - %	65 ± 3 Polyester 35 ± 3 Cotton	ISO 1833:2006/2007	
Colour	As per sample attached with bid document	Visual	
Fabric visual defects	Free from major flaws	Visual	

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

****Sample (for colour matching) could be collected at the time of purchasing the bidding document**

3.2 SPECIFICATION FOR TROUSER MATERIAL

(Ceylon Petroleum Storage Terminals Limited)

Parameters	Requirements	Test method	Compliance (Yes/No) to be filled by bidder
Fabric composition - %	65 ± 3 Polyester 35 ± 3 Cotton	ISO 1833:2006/2007	
Colour	As per sample attached with bid document	Visual	
Fabric visual defects	Free from major flaws	Visual	

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

****Sample (for colour matching) could be collected at the time of purchasing the bidding document**

3.3 SPECIFICATION FOR DENIM MATERIAL (BLUE)

(Ceylon Petroleum Storage Terminals Limited)

Parameters	Requirements	Test method	Compliance (Yes/No) to be filled by bidder
Fabric composition - %	100% Cotton	ISO 1833:2006/2007	
Colour	As per sample attached with bid document	Visual	
Fabric visual defects	Free from major flaws	Visual	

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

****Sample (for colour matching) could be collected at the time of purchasing the bidding document**

3.4 PACKING INSTRUCTIONS

ITEM	COLOUR	Total Qty (M)	PACKING
SHIRTING MATERIALS	BEIGE	812.5	125 packs in 6.5 meter length
	LIGHT BLUE	4650	100 packs in 7.5 meter length 600 packs in 6.5 meter length
	LIGHT GREY	292.5	45 packs in 6.5 meter length
	WHITE	2802.5	250 packs in 6.5 meter length 150 packs in 4.5 meter length 30 packs in 5 meter length 30 packs in 7.5 meter length 15 packs in 8.5 meter length
TROUSER MATERIALS	BLACK	10759.5	2391 packs in 4.5 meter length
	WHITE	806	150 packs in 4.5 meter length 12 packs in 5.5 meter length 10 packs in 6.5 meter length
	GREY	297	66 packs in 4.5 meter length
	DARK BROWN	693.5	133 packs in 4.5 meter length 10 packs in 9.5 meter length
	LIGHT BLUE	325	50 packs in 6.5 meter length
	DARK BLUE	225	50 packs in 4.5 meter length
	BLUE DENIM	1175	100 packs in 2 meter length 50 packs in 3.75 meter length 175 packs in 4.5 meter length

Note: Each piece of material should be packed in a polythene bag

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

(Common Company Seal)

04. SCHEDULE

SCHEDULE OF PRICES

ITEM	COLOUR	UOM	QTY. REQ	UNIT PRICE (LKR)	TOTAL VALUE (LKR)
SHIRTING MATERIALS	BEIGE	Meter	812.5		
	LIGHT BLUE		4650		
	LIGHT GREY		292.5		
	WHITE		2802.5		
TROUSER MATERIALS	BLACK	Meter	10759.5		
	WHITE		806		
	GREY		297		
	DARK BROWN		693.5		
	LIGHT BLUE		325		
	DARK BLUE		225		
	BLUE DENIM		1175		

*(Material specifications & Packing instructions as per Specifications & Packing Instructions – Section 03)

Total Price exclusive Taxes :

NBT (If applicable)% :

Total Price Exclusive VAT :

VAT (If applicable)% :

Total Price Inclusive VAT :

Total Price Inclusive VAT (in words) :

.....

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

Cont....

Details of the Bidder

Name of the Bidder :.....

Address :.....

.....

.....

Telephone :.....

Mobile :.....

Facsimile :.....

E-mail :.....

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

(Common Company Seal)

05. ANNEXES

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.

Dear Sir,

**BID FOR THE SUPPLY OF UNIFORM MATERIALS FOR THE YEAR 2018 -
 TENDER REFERENCE NO: KPR/10/2018**

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the Supply of Uniform Materials for the year 2018 – Tender Ref No: KPR/10/2018 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 fulfils the technical requirements discussed in the bidding document.
- A-5** I/We agree to abide by this bid **minimum until 10th July 2018**. 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 within days (**minimum requirement: within 45 days**) from the date of receipt of Official Purchase order.
- A-9** If our bid is accepted, we commit to accept the COC clause 2.3; 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 of Uniform Materials for the year 2018 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 - Schedule "A".

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 of Uniform Materials for the year 2018 under Tender Reference No: KPR/10/2018 (“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 07th August 2018)]*

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/10/2018 dated *[insert date]* with you, for the Supply of Uniform Materials for the year 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]*, 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, 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

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND *[INSERT COMPLETE NAME OF THE SUPPLIER]* FOR THE PURCHASE OF UNIFORM MATERIALS FOR THE YEAR 2018 – TENDER REF NO: KPR/10/2018.

This contract agreement is made and entered into this ... day of 2018 between Ceylon Petroleum Storage Terminals Limited incorporated under the provisions of the conversion of public corporation or Government owned business undertaking into public companies Act No.23 of 1987 and Companies Act No.07 of 2007, having its registered office at Oil Installation, Kolonnawa, Wellampitiya (*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 CPSTL & its successors & assigns*) as one part and *[insert complete name of the supplier]*, having its registered office at *[insert address of the supplier]* (*hereinafter called the “Supplier” which terms of expression as herein used shall where this context so requires and admits mean & include the Supplier & its successors & assigns*) as the other part.

WHEREAS CPSTL invited bids for the Supply of Uniform Materials for the year 2018 – Tender Ref No: KPR/10/2018 (*hereinafter called and referred to as “the Contract”*) and has accepted a bid by the Supplier for the supply of such Contract in the sum of *[insert price in words and figures exclusive VAT & inclusive VAT]* (*hereinafter called and referred to as “the Contract Price”*), and the remedying of any defects therein.

CPSTL & the Supplier agree 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 be deemed to form and be read and construed as an integral part of this contract agreement.
 - Letter of Acceptance dated *[insert the date of the letter of acceptance]*
 - The Bid dated *[insert the date of the bid]*
 - The Specifications
 - The Conditions of Contract
 - The Completed Schedules and
 - The supplier's proposals
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.

Cont....

4. In consideration of the payments to be made by CPSTL to the Supplier as hereinafter mentioned, the Supplier hereby covenants with CPSTL to execute and complete the Contract and remedy any defects therein, fit for purpose in conformity in all respects according to the provisions of the Contract.
5. CPSTL hereby covenants to pay the Supplier in consideration of the provision of the Contract 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.
6. All or any dispute between the parties hereto arising under or in connection with this agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.
7. Any notice or other communication received permitted to be given pursuant to this agreement shall be sent by registered mail, in the case of CPSTL, to the Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Kolonnwa, Wellampitiya and in the case of Supplier, to the *[insert complete address of the supplier]*.

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 aforementioned.

For and on behalf of the Supplier

For and on behalf of CPSTL

.....

.....

Authorized Signature of the Supplier

Authorized Signature of CPSTL

(Common Company Seal)

(Common Company Seal)

In the presences of witness:

Name :.....

Name :

NIC No :.....

NIC No :.....

Signature :.....

Signature :.....

Address :.....

Address :.....

.....

.....

.....

.....

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.	Material sample(s), as per ITB clause 1.7, submitted		
02.	Past supply records on similar magnitude or higher, for the last three (03) years together with documentary evidence such as supply details & user recommendations, submitted		
03.	Validity Period of Bid as per ITB clause 1.17		
04.	Bid Security as per ITB clause 1.18		
05.	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.19 and Schedule “A” , submitted		
06.	Duly filled, stamped & signed Form of Bid as per ITB clause 1.20 and Annexure "A", submitted		
07.	Compliance with Material Testing as per ITB clause 1.23, in case being selected by the preliminary examination		
08.	Compliance with Performance Security as per COC clause 2.1, in case of award		
09.	Compliance with Contract Agreement as per COC clause 2.2, in case of award		
10.	Compliance with Mode of Payment as per COC clause 2.3, in case of award		
11.	Delivery Schedule as per COC clause 2.4, in case of award		
12.	Compliance with Final Material Testing as per COC clause 2.5, in case of award		
13.	Compliance with other clauses of COC, in case of award		
14.	Duly completed Specifications as per Section 03, submitted		
15.	Valid copy of Certificate of Business Registration issued by the Registrar of Companies in Sri Lanka, submitted		
16.	Signature Authorization letter, as per ITB clause 1.9		
17.	All other documentary requirements/details as requested under this bidding document, submitted		

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

(Common Company Seal)