

# CEYLON PETROLEUM STORAGE TERMINALS LIMITED



## BIDDING DOCUMENT

KPR/15A/2018

**BID FOR THE SUPPLY OF 28,500 NOS BAR SOAP  
(UNWRAP, WEIGHT 650 GRAMS MINIMUM/EACH)**

MANAGER PROCUREMENT  
PROCUREMENT FUNCTION  
CEYLON PETROLEUM STORAGE TERMINALS LTD  
1<sup>ST</sup> FLOOR, NEW BUILDING  
OIL INSTALLATION  
KOLONNAWA, WELLAMPITIYA  
SRI LANKA

FAX : 011-2572155  
TEL : 011-5750764  
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**CEYLON PETROLEUM STORAGE TERMINALS LTD (CPSTL)**

**INVITATION FOR BIDS**

**BID FOR THE SUPPLY OF 28500 NOS. BAR SOAP  
( UNWRAP, WEIGHT 650 GRAMS MINIMUM/EACH)**

**TENDER NO. KPR/15A/2018**

The Chairman, Department Procurement Committee, on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Wellampitiya will receive sealed bids for the supply of 28500 Nos. Bar soap ( Unwrap, Weight 650 grams minimum/each)

Tender details are available on our website [www.cpstl.lk](http://www.cpstl.lk) and the documents could be obtained from the undersigned between 0830 hrs and 1430 hrs on any working day up to **08.10.2018** on payment of a non-refundable Tender Document fee of **Rs. 2,000.00** for each. Bidders are requested to inspect the tender document prior to purchase and once it is purchased document fee is not refundable for any reason whatsoever.

**Bid will be closed at 1400hrs on, 09.10.2018** and opened immediately thereafter at the office of Manager (Procurement). Bidders or their authorized representatives will be permitted to be present at the opening of the Tender.

The duly perfected tender may be sent through the post under registered cover or Bidder or his authorized representative may deposit the Bid in the tender box at the office of Manager (Procurement), Procurement Function, 1<sup>st</sup> Floor, New Administration Building, Oil Installation, Kolonnawa at or before **1400hrs on, 09.10. 2018.**

For further details, please contact Manager Procurement on Tel: 011-2572156/ 011-5750764, Fax: 011 2572155, Email:[procure@cpstl.lk](mailto:procure@cpstl.lk).

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

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## **INSTRUCTION TO BIDDERS (ITB)**

### **SCOPE OF SUPPLY**

The Chairman, Department Procurement Committee, on behalf of the Ceylon Petroleum Storage Terminals Ltd (CPSTL), Kolonnawa, will receive sealed Bids from reputed manufacturers or whole sellers or accredited Local Agents for the **Supply of 28,500 Nos. Bar Soap (Unwrap, weight 650g min./each) & Total Fatty Matter (TFM) minimum 50 percent (%) by mass** conforming to the Terms & Conditions given under the Instructions to Bidders.

#### **01. ISSUE OF BIDDING DOCUMENTS :**

Bidding documents could be obtained on any working day between **0900 hrs. to 1500 hrs. up to 08.10.2018** from the Office of the Manager (Procurement), Procurement Function, 01<sup>st</sup> Floor, New Building Kolonnawa- Wellampitiya – Sri Lanka on a payment of a **non-refundable tender fee of Rs.2000.00.**

Bidding document consists of the following:

- |                                      |                     |
|--------------------------------------|---------------------|
| • Schedule of Price                  | <b>Annexure “A”</b> |
| • Form of Bid Security               | <b>Annexure “B”</b> |
| • Form of Performance Security       | <b>Annexure “C”</b> |
| • Form of Bid                        | <b>Annexure “D”</b> |
| • Form of Manufacturer Authorization | <b>Annexure “E”</b> |
| • Form of Agreement                  | <b>Annexure “F”</b> |
| • Deviation Sheet                    | <b>Annexure “G”</b> |

#### **02. SUBMISSION OF BIDS:**

Bidders should quote their prices in the annexed “Schedule of Prices” and forward same in duplicate. The Original & Duplicate copy of the Tender should be placed in separate envelopes marked “ORIGINAL” & “DUPLICATE”. Both envelopes should be enclosed in one securely sealed cover marked “Tender for the **“Supply of 28,500 Nos. Bar Soap (Unwrap, Weight 650 g min. & TFM min. 50 percent (50%) by mass) - Closing Date 09.10.2018 at 1400hrs, 2018”** on the top left-hand corner, and addressed to the Chairman, Procurement Committee, Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited- Kolonnawa- Wellampitiya –Sri Lanka.

Multiple bids from same manufacturer can be submitted on separate set of Bidding documents & separate Bid Security Guarantees made for each bid.

Alternative bids will be rejected respectively unless such bids have been covered by a separate Bid Security Guarantee.

### **03. CLOSING / OPENING OF BIDS**

Bids enclosed, sealed marked & addressed as aforesaid, should be sent under registered cover to reach the Chairman, Procurement Committee, not later than **1400 hrs 09.10.2018** or could deposit in the Tender Box provided for this purpose at the Office of Manager (Procurement), Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited- Kolonnawa Wellampitiya –Sri Lanka.

Bids will be closed at **1400 hrs. on 09.10.2018** and opened immediately thereafter at Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited- Kolonnawa Wellampitiya Sri Lanka.

Bids received after the closing time will be rejected.

Bidders or their duly authorized representative/s may be present at the opening of Tenders.

### **04. DOCUMENTS & DETAILS TO ACCOMPANY BID**

All Bids shall contain adequate particulars in respect of the items offered. Failure to furnish the following documents and details indicated below along with the Bid shall result in the bid being rejected.

#### **A. Section -1**

01. Country of manufacture
02. Manufacturer's Authorization- Annexure "E".
03. Form of Bid – Annexure "D"
04. Bid Security Guarantee – Annexure "B"
05. Schedule of Price – Annexure "A" duly completed and signed.
06. Receipt of the Non-Refundable cash deposit.

#### **B. Section -2**

01. Signature authorization – authorization letter from the Company (Bidder) authorizing the signatory for signing the tender on behalf of the bidder
02. Name & the profile of the Manufacturer
02. Documentary proof for recent supplies made to customers in similar magnitude
03. Copy of Business Registration
04. Material Data Sheet

All documents shall be in English Language.

(Every Bidder will be required to initial each page of the Bidding Document including drawings, relevant catalogues and other details and submit along with the bid)

### **05. LETTER OF MANUFACTURER'S AUTHORIZATION**

Bid from the authorized agent, sub agent, representative or nominee representing manufacturer, will not be considered unless he/she hold the **Letter of Authorization from the manufacturer, empowering the authorized local agent to bid on his /her**

**behalf, to enter into a valid contract on his/her behalf and to fulfil all the terms and conditions of the contract, in the event of the bid being awarded.**

*Format of Manufacturer's authorization, as per Annexure "E".  
Nomination of an agent after the submission of bid will not be valid*

## **06. BID SECURITY**

Such Security shall be in the form of a Bank Draft or a Bank Guarantee issued by a reputed Bank with the authority of a license issued by the monetary board (Central Bank of Sri Lanka) and payable to the Ceylon Petroleum Storage Terminals Limited, equivalent in value to Sri Lankan Rupee **40,000.00** The bid Security shall be valid until **08.01. 2019** and should be in accordance with the specimen **Annexure "B"**

Failure to submit the Bid Bond at the time or before the closing of the bids and in accordance with the said requirements will result in the bid being rejected. Bid Bonds of the unsuccessful bidders will be returned to them only after award of the tender to the successful bidder.

## **07. OFFER VALIDITY**

- a) All offers should be valid **until 11.12.2018** Bidders should however, clearly indicate the maximum period that their offer would be valid.
- b) A bid valid for a shorter period shall be rejected by the CPSTL as non-responsive. In exceptional circumstance, prior to expiry of the period of validity of bid, the CPSTL may request that the bidders extend the period of validity for a specified additional period.
- c) All the prices indicated in the Schedule of Prices shall be firm & shall not be subject to any price variation within the validity period of offer specified in (a) above.
- d) On acceptance of the offer, prior to expiry of the period of validity of bid, the validity of offer should be extended for purposes of Purchase and other required documentation if required.

In exceptional circumstances, CPSTL may request that the bidders extend the period of validity for a specified additional period. If a bidder does not agree for an unconditional extension of the validity of his Bid, his Bid shall be rejected.

## **08. SCHEDULE OF PRICES**

- a. Bidders shall provide the prices (for unwrapped & wrapped Bar soap) according to the prescribed form of Schedule of Prices marked "**Annexure –"A"**.
- b. Offer not on the prescribed forms and in the manner required are liable for rejection.
- c. The offered and awarded price shall be valid until completion of the final delivery.

## **09. SAMPLES**

Samples will be invited only from substantially responsive bidder/s for evaluation purpose. The substantially responsive bidder/s is/are requested to submit 01 No. Bar Soap (unwrapped) as a sample within 03 working days 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.

Weight, Total Fatty Matter (TFM) as percent (%) by mass of the Bar Soap, date of manufacture, expiry date of the sample Bar soap should be certified in a letterhead of the Company of the bidder.

Successful bidder is strictly advised that he should deliver the items identical to the sample that submitted together with his/her bid.

## **10. EVALUATION OF TENDERS & INTIMATION OF ACCEPTANCE**

- a. The Ceylon Petroleum Storage Terminal Limited, with the approval of the Chairman, Procurement Committee, may seek in writing, 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 Procurement Committee reserves the right to make its own decision.
- b. The “CPSTL” Procurement Committee will not be bound to make the award to the Bidder submitting the lowest bid.
- c. The “CPSTL” Procurement Committee reserves the right to reject any or all Bids, or any part thereof, without adducing any reasons. The Procurement Committee may accept any or all Items of the offers and reserves the right to increase or decrease the quantities of Bar Soap to be contracted for, at prices indicated in the Schedule of Prices.
- d. The notice or acceptance of Bid will be sent by Registered Post to the successful Bidder to the address given by him in the Bid Document. Intimation of the acceptance of the Bid may alternatively, be made by Fax / e- Mail and such intimation should be considered as sufficient notice of acceptance.

## **11. PRELIMINARY EXAMINATION OF BIDS**

The TEC on behalf of Departmental Procurement Committee (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.

## **12. CORRECTIONS OF ERRORS**

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

- a) Where the discrepancy is between the amount in figure and the amount in words, the amount in words will prevail.

- b) Where the discrepancy is between unit rate and the line total, resulting from multiplying the unit rate by the quantity,
  - 1. The unit rate as quoted will govern.
  - 2. Unless in the opinion of the Chairman, Department Procurement Committee/ TEC there is an obvious gross misplacement of the decimal point in the rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- c) 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 Tender. If the bidder does not accept the corrected amount of bid, his bid will be rejected.

### **13. EVALUATION CRITERIA**

Sample will be physically inspected for weight, TFM as indicated in scope of supply in ITB.

Bids belong to failed soap sample(s) will not be considered for further evaluation. The Technical Evaluation Committee on behalf of the Department Procurement Committee will examine the sample/s received from responsive bidders and recommendation will be given to the lowest evaluated substantially responsive bidder.

### **14. PERFORMANCE BOND**

- a. The successful Bidder, on being notified by the Ceylon Petroleum Storage Terminals Limited of the acceptance of his Bid shall within fourteen (14) days of such notification, furnish at his own expense a Performance Security through a recognized Commercial Bank with the authority of a license issued by the monetary board (Central Bank of Sri Lanka), for a sum equivalent or more than 10% of the total contract value of the accepted Bid. The Performance Security shall be in accordance and in the form given in **Annexure "C"** and valid for One (01) month from the date of final delivery of Bar Soap.
- b. The successful Bidder, in the event of his failure to furnish the Performance Security as required, shall be liable for any losses, costs, expenses and damages which the Ceylon Petroleum Storage Terminals Limited, may sustain in consequence of such failure, and the Bid Security forfeited.

### **15. PACKING & DELIVERY**

- a. Bar soaps should be properly packed in cartoon boxes. One box should contain twenty five (25 Nos.) Bar Soap. Weight of a Bar soap, Total Fatty Matter (TFM) as percent (%) by mass of the Bar Soap, date of manufacture, expiry date should be clearly indicated on the Cartoon box.
- b. **28,500 Nos. Bar Soap (Unwrap, Weight 650 g min./each)** should be delivered in equal six (6) installments to Main Stores, CPSTL, Kolonnawa. 1<sup>st</sup> installment of 4,750 Bars should be delivered within first week of the date of receipt of the Purchase Order. Balance 5 installments should be delivered within 1<sup>st</sup> week of every two (2) months. Further the delivery should be made once in two (2) months.



- c. Product should not be expired within one year of the date of delivery to Stores, CPSTL.

## **16. SAMPLE TESTING & EVALUATION (IF REQUIRED)**

- Random samples of Bar Soap delivered by the successful bidder (each lot) would be physically inspected for TFM, date of manufacture and date of expiry as per ITB clause 15 and also with approved sample submitted with the bid.

Also Bar Soap (each lot) delivered by the successful bidder may be tested & evaluated against the TFM indicated on the cartoon box as per “SLS 554:2016 – Determination of Total Fatty Matter” test method for TFM value through Sri Lanka Standard Institution (SLSI)/ Industrial Technology Institute (ITI) or any Laboratory which is Accredited to ISO 17025 for this Test parameter in Sri Lanka, if any considerable nos. of complaints received from the users.

- The cost of testing charges will be borne by CPSTL.
- However, CPSTL will inform the successful bidder, if the Bar Soap supplied by the successful bidder is/are failed at the TFM testing & evaluation at Sri Lanka Standard Institution (SLSI)/ Industrial Technology Institute (ITI) or any Laboratory which is Accredited to ISO 17025 for this Test parameter in Sri Lanka. CPSTL shall have the right to claim the total cost incurred for the testing in any form and return the consignment and 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 unless the total cost of testing is settled within 03 days from the date of notification and his/her name shall be placed in the list of defaulting suppliers.

## **17. DELAY 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 found 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 will have the right to make suitable alternate arrangements without any notice to the supplier for the required supplies and to claim from the supplier, the additional expenses thereby incurred by CPSTL.

## **18. 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

1/200<sup>th</sup> 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 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.

**19. MODE OF PAYMENT**

Payment will be made within Thirty (30) days after each delivery to the Main Stores, CPSTL, Kolonnawa.

**20. CONTRACT NOT TO BE SUBLET:**

The Bidder shall not assign or sublet without the written authority of the Chairman / Procurement Committee CPSTL, his obligations to supply the items tendered 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.

**21. GOVERNING LAW & JURISDICTION**

This contract and the rights and the liabilities of the parties hereunder shall be governed by and interpreted according to the laws of the Democratic Socialist Republic of Sri Lanka, and any disputes arising there from shall be subject to the exclusive jurisdiction of the High Court of the western province exercising civil (commercial) jurisdiction at Colombo or the District Court of Colombo in the said Democratic Socialist Republic of Sri Lanka.

**22. DEFAULTED BIDDERS & DEFAULT BY SUCCESSFUL BIDDER:**

- a. A Bid is liable to be rejected forthwith if it is submitted by a Bidder who has, in the past, failed to perform satisfactorily his obligation in accordance with the Terms and Conditions of his contract with the Ceylon Petroleum Storage Terminals Limited.
- b. If for any reason in the opinion of the Ceylon Petroleum Storage Terminals Limited the successful Bidder becomes incapable or unable to supply the goods offered in his Tender, the Ceylon Petroleum Storage Terminals Limited shall have the right to obtain such goods from any other substantially responsive bidder without being liable in any manner whatsoever, to the successful Bidder.
- c. If the successful Bidder, defaults in the supply or otherwise commits a breach or any of the provisions in the Contract with the Ceylon Petroleum Storage Terminals Limited for the **Supply of 28,500 Nos. Bar Soap (Unwrap, Weight 650 g min./each)** according to the required specifications in the scope of supply, he shall be liable to pay to the Ceylon

Petroleum Storage Terminals Limited, all losses, damages and expenses incurred by the Ceylon Petroleum Storage Terminals Limited in consequence of such default or breach.

- d. If the successful Bidder, fails to deliver the goods as specified within delivery period his Performance Security will be forfeited.

**23. FURTHER INFORMATION:**

Any further information can be obtained on application to the undersigned on any working day, between 0800 hrs and 1630 hrs on Tel.011-2572155 or 011-5750764.

**Manager (PROCUREMENT)**

Procurement Function

01<sup>st</sup> Floor

Ceylon Petroleum Storage Terminals Limited

New Building

Kolonnawa

Wellampitiya,

Sri Lanka

**SCHEDULE OF PRICE**

| Item S/No | Description  | Qty.        | Unit Price (Rs.) | Total Value (Rs.) |
|-----------|--|-------------|------------------|-------------------|
| 01        | Supply of Bar Soap (Unwrap, weight 650 g min/each)   | 28,500 Nos. |                  |                   |
|           | Less Discount (If any)   |             |                  |                   |
|           | NBT (If applicable)  |             |                  |                   |
|           | Total Value Exclusive VAT  |             |                  |                   |
|           | VAT (If applicable)  |             |                  |                   |
|           | Total Value Inclusive VAT  | By figure   |                  |                   |
|           |  | By words    |                  |                   |
| 02        | Unit price of a Bar soap (wrapped, weight 650 g min/each) (same product quoted above) without VAT Rs. .... |             |                  |                   |

VAT Registration No.: .....

Name of Bidder: .....

Offer validity:.....Delivery Period: .....

Brand name:.....Model:.....

Country of Origin:.....

Name of Manufacture: .....

.....  
Date

.....  
Signature of Bidder

.....  
Company Stamp

**FORM OF BID SECURITY**

---

**BOND NUMBER** :.....  
**DATE** :.....  
**SUM GUARANTEED** :.....  
**BENEFICIARY** :CEYLON PETROLEUM STORAGE TERMINALS LIMITED

To :

Chairman  
Ceylon Petroleum Storage Terminals Limited  
C/o Procurement Manager  
1<sup>st</sup> Floor, New Building  
Kolonnawa Installation  
Kolonnawa  
Sri Lanka

Dear Sir,

By this Bond we..... (hereinafter called “the Tenderer”) and we .....(name of Bank ) whose registered office is at .....(hereinafter called “the Surety”) are held and firmly bound into .....(hereinafter called “the Authority”) in the sum of .....for the payment of which sum the Bidder and the Surety bind themselves their successors and assigns jointly and severally by these present.

Whereas the Authority has invited the Tenderer and other persons to complete tenders in similar terms for the supply of .....and works associated (hereinafter called “the Tender”) in accordance with such invitation, the Bond shall provide security to the Authority that the Tenderer will honour certain obligations to be undertaken by him in the Tender in accordance with the following conditions.

Now the Conditions of this Bond are:

- (a) that it shall remain in full force and effect until the earliest of
  - (i)
  - (ii) ..... or any prolongation of such date above notified to the Authority by the Tenderer and the Surety in writing:
  - (iii) In the event of the Tender by the Authority, the date upon which the Tender provides a performance security to the Authority in accordance with the terms of the contract thereby made between them, or
  - (iv) In the event of acceptance of the Authority of a tender for the work from a third party the date upon which such third party provides the relevant performance security.

- (b) Subject to this Bond being in full force and effect, the Surety shall pay the full amount specified in this Bond upon receipt of first written demand from the Authority stating that
  - (i) the Tenderer has withdrawn his Tender during the Tender period, or
  - (ii) the Tenderer has failed to provide a performance security to the Authority in accordance with the terms of the contract between them upon acceptance of the Tender.

No alteration in the terms of the Tenderer, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Tender on the part of the Authority, nor any objection from the tenderer shall in any way release the Surety from any liability under this Bond.

The benefit of this Bond shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Tenderer.

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

I executed as a Date this ( ) day of ( ) 2018( )

For and on behalf of the Tenderer.....for and on behalf of the Surety.....  
 .....

Signed by..... Signed by.....  
 In the capacity of ..... ..In the capacity of .....  
 And by.....And by.....  
 In the capacity of.....In the capacity of .....

Seal (where applicable)

Seal (where applicable)

FORM OF PERFORMANCE BOND

BOND NUMBER :.....

DATE :.....

SUM GUARANTEED :.....

BENEFICIARY :CEYLON PETROLEUM STORAGE TERMINALS LIMITED

To :
Chairman
Ceylon Petroleum Storage Terminals Limited
C/o Procurement Manager
1st Floor, New Building
Kolonnawa Installation
Kolonnawa
Sri Lanka

Dear Sir,

Whereas.....
..... (name and address of contractor) †hereinafter called “the contractor”‡has undertaken , in pursuance
of contract no.....dated..... to
executes.....(name of contract) †hereinafter
called “the contract”

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a
Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with his
obligations in accordance with the Contract.

And whereas we have agreed to give Contractor such a Bank Guarantee.
Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the
Contractor, up to a total of .....(amount of
Guarantee).....(amount in words), such sum
being payable in the type and proportions of currencies in which the Contract price is payable, and we
undertake to pay you, upon your first written demand and without cavil or argument , any sum or sums
within the limits of .....(Amount of Guarantee)
as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum
specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us
with the demand.

We further agree that no change or addition to or other medication of terms of the contract or of the works
to be performed there under or of any of the contract document which may be made between you and the
Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive
noticeor any such change, addition or modification

Contd.....02

This Guarantee shall be valid for One (01) month from the date of final delivery of Bar Soap to complete supply of 28,500 Nos. Bar Soap (Unwrap, weight 650 g min/each).

Signature and Seal of the Guarantor :.....

Name of the Bank :.....

Address of the Bank :.....

:.....

Date :.....

Witness :.....



**FORM OF BID**

The Chairman,  
Procurement Committee,  
**CEYLON PETROLEUM STORAGE TERMINALS LIMITED,**  
Oil Installation, Procurement Function,  
01<sup>st</sup>Floor, New Building,  
Kolonnawa, Wellampitiya,  
Sri Lanka.

From: .....

.....

Sir,

A-1 Having familiarized ourselves with the formal request for instruction to Bidders and Conditions of contract for Supply of 28,500 Nos bar soap (Unwrap, weight 650 g min/each) we offer to complete the whole of said services in conformity with the said document.

A-2 Unless and until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.

A-3 We understand you are not bound to accept the lowest or any Bid you may receive.

A-4 The Bid we are offering is complete and fulfills the requirements discussed in the Bid document.

A-5 We agree to abide by this Bid until **11.12.2018** Bid Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.

A-6 We agree to be bound by the Bid, Bid Conditions and Performance Guarantee.

A-7 We affirm that the said items will be delivered within ..... (.....) months after we receive notice acceptance of our Bid from the CPSTL.

A-8 We offer the lump sum fixed price of Sri Lanka Rupees ..... (in figures)

..... (In words) for supply, of ..... as detailed out in this Bid document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Procurement Committee to reject this offer or to accept.

Dated this ..... day of .....2018.

Signature ..... in the ..... capacity ..... of

.....

..... duly authorized to sign Bidders for and on behalf of:

Name :  
.....

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

.....  
Company Stamp

Witnesses:

|                     |                     |
|---------------------|---------------------|
| 1. Signature: ..... | 2. Signature: ..... |
| Name: .....         | Name: .....         |
| 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 should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: .....

Tender No.: .....

To: Chairman –Procurement Committee  
Ceylon Petroleum Storage Terminals Limited.

**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 factories],do hereby authorize

.....[insert complete name of Bidder] 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

.....  
Signature of authorized representative of the Manufacturer

Company ..... Address:  
.....  
.....

Company Stamp  
Title: .....

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Date : .....

**FORM OF AGREEMENT**

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND *[INSERT COMPLETE NAME OF THE SUPPLIER]*.....

.....  
This contract agreement is made and entered into this ... day of ..... 2018 between the 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, Sri Lanka (hereinafter called and referred to as the “CPSTL” which terms of expression as herein used shall where this context so requires and admits mean & include the CPSTL & its successors & assigns) as one part and *[insert complete name of the supplier]*, having its registered office at *[insert address of the supplier]* and their authorized agent, *[insert complete name and address of the authorized agent]* ( 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 the CPSTL invited bids for certain goods and ancillary services, viz., “**Supply of 28,500 Nos. Bar Soap (Unwrap, weight 650 g min./each)**” – Reference Purchase requisition no: 2400016946 (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 total price in words and figures]* + *[insert SL Rs price in words and figures]* (hereinafter called and referred to as “the Contract Price”), and the remedying of any defects therein.

The 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 and Contractor’s Scope of Work hereinafter 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 technical specifications of the bid
  - The terms & conditions of the bid
  - The completed schedules of the bid
  - The supplier's proposals and original Price Schedule

3. In consideration of the payments to be made by the CPSTL to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the 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.
4. The 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.
5. 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.
6. Any notice or other communication received permitted to be given pursuant to this agreement shall be sent by registered mail or by fax address 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]* and/or to the *[insert complete address of the authorized agent]*.

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 SEAL)

(COMMON SEAL)

In the presences of witness:

1. Name & NIC No :: .....

Signature :: .....

Address :: .....

2. Name & NIC No :: .....

Signature :: .....

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.

| <b>S/N</b> | <b>Specification / Condition</b>   | <b>Complied</b> | <b>Deviations</b> |
|------------|--|-----------------|-------------------|
| <b>01.</b> | Validity Period of Bid as per ITB clause 7   |                 |                   |
| <b>02.</b> | Bid Security as per ITB clause 6   |                 |                   |
| <b>03.</b> | Manufacturer’s Authorization/ Letter of Authorization as per ITB clause 5  |                 |                   |
| <b>04.</b> | Duly filled, stamped & signed Schedule of Prices as per Annexure “A”   |                 |                   |
| <b>05.</b> | Duly filled, stamped & signed Form of Bid as per Annexure "D", submitted   |                 |                   |
| <b>06.</b> | Compliance with Performance Security as per Tender Conditions clause 12, in case of award.                                     |                 |                   |
| <b>07.</b> | Compliance with Contract Agreement as per Annexure “F”, in case of award.  |                 |                   |
| <b>08.</b> | Compliance with Mode of Payment as per Tender Conditions clause 16, in case of award   |                 |                   |
| <b>09.</b> | Compliance with delivery Scheduled as per Tender Conditions  |                 |                   |
| <b>10.</b> | Compliance with other clauses of Tender Conditions   |                 |                   |
| <b>11.</b> | Valid copy of Certificate of Business Registration issued by the Registrar of Companies in Sri Lanka, submitted, if required   |                 |                   |
| <b>12.</b> | Certificate from the manufacturer confirming that the Bar Soap (Unwrap, weight 650g min./each), submitted by a covering letter |                 |                   |
| <b>13.</b> | All other documentary requirements/details as requested on ITB   |                 |                   |

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