



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

NATIONAL COMPETITIVE BIDDING (NCB)

SUPPLY OF 3,038,800 NOS. CONSIGNMENT SEALS

TENDER REF NO: KPR/75/2019

*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 (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

SUPPLY OF 3,038,800 NOS. CONSIGNMENT SEALS

TENDER REF NO: KPR/75/2019

The Chairman, Department Procurement Committee (major) on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from Manufacturers or their Authorized Export Agents abroad or Authorized Local Agents in Sri Lanka for the **Supply of 3,038,800 Nos. Consignment Seals.**

Bidding will be conducted through National Competitive Bidding procedure and is open to all internationally reputed Manufacturers and their authorized export agents abroad.

In case the manufacturer or his authorized export agents abroad submitting the bid directly, an authorized agent in Sri Lanka shall represent the manufacturer/authorized export agent abroad.

Interested parties may refer the bidding 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. Sri Lanka local time (GMT+5.5) up to Wednesday, 04th December 2019**, upon payment of a non-refundable bidding document fee of **Sri Lanka Rupees Eight thousand five hundred (LKR 8,500.00)** 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. Sri Lanka local time (GMT+5.5) on Friday, 22nd November 2019** at the Office of Manager Procurement, 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, Sri Lanka or could be deposited in the tender box kept at the above address, on or before **1400 hrs. Sri Lanka local time (GMT+5.5) on Thursday, 05th December 2019**. Late bids will be rejected.

Bids will be closed at 1400 hrs. Sri Lanka local time (GMT+5.5) on Thursday, 05th December 2019 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 shall necessarily be valid for acceptance minimum until 05th March 2020.

All bids must be accompanied by a bid security for a minimum sum of Sri Lankan Rupees Three hundred fifty thousand (LKR 350,000.00) or United States Dollars Two thousand (USD 2,000.00), which shall be valid minimum until 02nd April 2020.

Clarifications (if any) shall be sought from the Manager Procurement on **Tel: +94-11-2572156/ +94-11-5663121, 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-Major (**DPC-Major**), 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 Export Agents abroad or Authorized Local Agents in Sri Lanka for the **Supply of 3,038,800 Nos. Consignment Seals**, conforming to the terms, conditions & specifications given under this bidding document.

In case the manufacturer or his authorized export agents abroad submitting the bid directly, an authorized agent in Sri Lanka shall represent the manufacturer/authorized export agent abroad.

CPSTL shall undertake the clearance of the items and bear the cost of clearance including all statutory charges, in case the DPC accept Foreign Supply basis offer.

CPSTL shall make the payment as per the terms of Mode of Payment, COC clause 2.5 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
 - **Consignment Seals**
- 05.** Schedule of Prices – **Consignment Seals**
 - Foreign Supply basis - **Schedule “A”**
 - Local Supply basis - **Schedule “B”**
- 06.** Form of Bid – **Consignment Seals**
 - Foreign Supply basis - **Annexure “A”**
 - Local Supply basis - **Annexure “B”**
- 07.** Format of Bank Guarantee as Bid Security - **Annexure “C”**
- 08.** Format of Bank Guarantee as Performance Security - **Annexure “D”**
- 09.** Format of Contract Agreement - **Annexure “E”**
- 10.** Format of Manufacturer’s Authorization
 - **Consignment Seals** - **Annexure “F”**
- 11.** Compliance/Deviations 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 1430 hrs. Sri Lanka local time (GMT+5.5) up to Wednesday, 04th December 2019**, upon payment of a non-refundable bidding document fee of **Sri Lanka Rupees Eight thousand five hundred (LKR 8,500.00)** per document to the Cashier, Ground Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

1.4 PRE-BID MEETING

A pre-bid meeting will be held at **1000 hrs. Sri Lanka local time (GMT+5.5) on 22nd November 2019** at the Office of Manager Procurement, 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 AND PUBLIC CONTRACT REGISTRATION

Authorized agent in Sri Lanka represents the manufacturer/manufacturer authorized export agent abroad, 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. In case of a Foreign Supply basis offer, a copy of the respective company registration of principal bidder also shall be forwarded along 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 03 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**).

1.6 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 requested under **Section I** along with the bid may result in the bid being rejected.

Section I

- 1. Public Contract Registration** (Certificate PCA-03) - as per ITB clause 1.5 (*if applicable*).
- 2. Signature Authorization Letter** - as per ITB clause 1.8.
- 3. Bid Security** – as per ITB clause 1.19.

4. Duly completed & signed **Schedule of Prices** - Schedule "A/B" - as per ITB clause 1.21.
5. **Manufacturer's Authorization Letter** - Annexure "F" - as per ITB clause 1.20.
6. Duly completed & signed **Form of Bid** - Form Annexure "A/B" as per ITB clause 1.22.

Section II

7. Detailed profile of the manufacturer and Country of Manufacture of the product.
8. Detailed profile of the authorized local agent.
9. Detailed profile of the manufacturer authorized export agent abroad (*if applicable*).
10. A copy of Certificate of Incorporation - as per ITB clause 1.5 (*if applicable*).
11. Certificate of Compliance - as per point 7.2 of Section 03 - Specifications of Consignment Seals.
12. Original of internationally published manufacturer's brochures with company details and technical catalogues pertaining to the items offered.
13. Past supply records of the product (same or similar model) for the last five (05) years together with documentary evidence such as supply details.
14. Completed Technical Specifications - as per Section 03 – Technical Specifications.
15. Completed Compliance/Deviations sheet - Annexure "G".
16. All other details and documentary requirements as requested under this bid.

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

1.7 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". In the event of any discrepancy between the original and duplicate, the original shall govern. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "**BID FOR THE SUPPLY OF 3,038,800 NOS. CONSIGNMENT SEALS - KPR/75/2019 – CLOSING DATE: 05TH DECEMBER 2019**" 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, CPSTL will assume no responsibility for the bid being misplaced or premature opening.

If the bid is being submitted directly by the manufacturer or his accredited export agent abroad, they shall indicate the name of their authorized agent in Sri Lanka.

A local firm acting as authorized agent for more than one manufacturer or authorized export agent abroad, shall get each of his principal's authority to represent on their behalf and bid 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.

1.8 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)*. Particulars proving the ownership of the company/ Board of directors shall be submitted along with the Signature Authorization Letter.

Failure to submit the Signature Authorization Letter 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.

1.9 FORMAT & SIGNING OF BID

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.

1.10 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 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 CPSTL in writing by hand or post to the mailing address which is indicated in ITB Clause 1.7 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 shall be raised at this stage.

The CPSTL 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. Copies of the CPSTL'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 bid.

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.

1.11 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 CPSTL, 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 1.7, 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 3,038,800 NOS. CONSIGNMENT SEALS - KPR/75/2019 – CLOSING DATE: 05TH DECEMBER 2019"**.

Bidders wishing to withdraw their bids shall notify the CPSTL 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 1.7, 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 1.7, 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.

1.12 SAMPLES

Bidders are requested to submit samples as follows along with the bid. *This is a mandatory requirement.*

Consignment Seals

10 nos. of sample seals from each color, printed with characters (CPSTL) & nos. (numbered from 000001 to 000060).

Bids which are not accompanied with the samples as described above, will be straightaway rejected without asking reasons for non-submission or asking to submit the sample on a later date.

Successful bidder is strictly advised that he shall deliver the items identical to the submitted samples in all aspects.

1.13 DIFFERENT OPTION/S

If the bidder wishes to submit different option/s, such option/s shall be submitted as separate bid/s. Different option/s & higher value offers will be rejected respectively unless such offers have not been submitted as separate bid/s.

1.14 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. Sri Lanka local time (GMT+5.5) on Thursday, 05th December 2019 or could deposit in the tender box kept at the above address.

Bids will be closed at 1400 hrs. Sri Lanka local time (GMT+5.5) on Thursday, 05th December 2019.

1.15 DEADLINE FOR SUBMISSION OF BIDS

The Chairman, DPC must receive bids at the address specified under ITB Clause 1.14 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 CPSTL and the bidders will thereafter be subjected to the deadline as extended.

1.16 LATE BIDS

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

1.17 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.

1.18 MINIMUM VALIDITY PERIOD OF BIDS

All bids shall necessarily be valid for acceptance **minimum until 05th March 2020**. 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/B" 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, CPSTL 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 1.19 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.

1.19 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, or
- iii)** in the form of a bank guarantee issued by a reputed foreign bank with the bank guarantee confirmed 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 Sri Lanka Rupees Three hundred fifty thousand (LKR 350,000.00) or United States Dollars Two thousand (USD 2,000.00),** or

- iv)** in the form of a cash deposit to the CPSTL Cashier **for a minimum sum of Sri Lanka Rupees Three hundred fifty thousand (LKR 350,000.00).**

The bid security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **minimum until 02nd April 2020.**

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

In case of the authorized agent in Sri Lanka arrange and submits a bank guarantee as the bid security, on behalf of the principal supplier (if the bidder is manufacturer or his authorized export agent abroad), both names of the authorized agent in Sri Lanka & the principal abroad shall appear in the bank guarantee.

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, CPSTL 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 1.18. 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.

1.20 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 "F" 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.

In the event that the bidder is the manufacturer authorized export agent abroad, he shall furnish the Letter of Manufacturer's Authorization as per the format Annexure "F" from the manufacturer. Also, he shall issue a Letter of Authorization to the authorized agent in Sri Lanka.

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 "F" from the manufacturer. Also, he shall submit a Letter of Authorization from the manufacturer authorized export agent abroad, *(if applicable)*.

In case of an order, the agreement will be signed with the bidder/authorized agent in Sri Lanka. In case of an order placed on Foreign Supply Basis, the Purchase Order will be placed and the Letter of Credit will be opened in favor of the principal supplier (Manufacturer/Manufacturer authorized export agent abroad).

In case of an order placed on Local Supply basis, 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.

1.21 SCHEDULE OF PRICES

Foreign Supply Basis - Consignment Seals (Schedule of Prices - Schedule A)

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

Prospective Bidders are requested to submit their bids (except local charges) in any single internationally accepted foreign currency which is freely convertible in Sri Lanka (i.e. USD, GBP, EUR, SGD etc.,

Details of other local charges (if any), along with all applicable taxes in Sri Lanka Rupees, shall be disclosed in the appropriate column of the schedule of prices as in the Schedule “A”.

In case the DPC accepts an offer on Foreign Supply basis, CPSTL will undertake the clearance of the items and bear the cost of clearance, cost of customs duties at the Port of Colombo and other Government levies (in Sri Lanka). Hence, such charges shall not be included in the bid price.

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

Local Supply Basis - Consignment Seals (Schedule of Prices - Schedule B)

Offered Prices shall be in the form of Schedule of Prices - marked Schedule “B” 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.

1.22 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**,

- i) Annexure “A” (If Consignment Seals offered on Foreign Supply basis)**
- ii) Annexure “B” (If Consignment Seals offered on Local Supply basis)**

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.

1.23 PRELIMINARY EXAMINATION OF BIDS

The Technical Evaluation Committee (TEC) on behalf of 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 CPSTL 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.

1.24 CORRECTION 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 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 does not accept the correction of errors, his bid shall be disqualified and his bid security may be forfeited.

1.25 OIL/SUNLIGHT (HEAT)/BOILING WATER RESISTANCE TESTS

Oil resistance test

Randomly selected samples will be tested against refined petroleum products by immersed in Petrol, Diesel, Kerosene separately at room temperature (28°C–32°C) for eight (08) hours at the CPSTL laboratory, to check any change to the color of the seal, printed serial no's/letters on the seal or any deformation of the seal.

Sunlight/Heat resistance test

Randomly selected samples will be made exposed directly to the sunlight for eight (08) hours in a sunny day, to check any change to the color of the seal, printed serial no's/letters on the seal or any deformation of the seal.

Boiling water resistance test

Randomly selected samples will be made immersed in boiling water for five (05) minutes, to check any change to the color of the seal, printed serial no's/letters on the seal, any deformation of the seal or possibility to remove the sealing wire.

1.26 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.

Only the bids determined to be substantially responsive will be evaluated and compared. Award will be made to the lowest responsive evaluated bid.

Also, DPC reserves the right to evaluate bids on item wise price or lump sum basis & make split orders/single order considering the economic benefit to CPSTL provided such split orders are acceptable to the bidder (s) selected by DPC.

Bids for part supply of items may be rejected depending on the nature of the requirement.

To facilitate evaluation & comparison of bids, all prices quoted in foreign currency (on Foreign Supply Basis bids) will be converted to Sri Lanka Rupees at the Selling Exchange Rate determined by the Central Bank of Sri Lanka prevailing on the date of opening of Bids.

Evaluation will be done on total Delivered at Site price basis. Bids received on Foreign Supply basis will be converted in to Delivered at Site price by adding Customs Duty, Surcharge, Cess, PAL, VAT, NBT, SRL, Computer & other charges, Port Authority & handling charges, Wharf clearing charges, Transport charges, Other local charges (if any) & any other prevailing charges.

Those who are eligible for import tax concessions shall indicate the same clearly in detail with relevant certifications. In such case, a bank guarantee covering the total concession amount with validity of six (06) weeks longer than delivery period shall be submitted along with the bid. The bank guarantee will be released only after clearance of cargo from Sri Lanka Customs. If not, standard prevailing tax rates will be applied in the evaluation of bids.

1.27 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.

1.28 AWARDING CRITERIA

In case of Foreign Supply basis offers, the DPC reserves the right to award the contract and place the order either on FOB basis and to arrange freight through Ceylon Shipping Corporation Limited (CSCL) or their nominated freight forwarder and to arrange marine insurance through any local insurance company or on CFR basis and to arrange marine insurance through any local insurance company or on CIF basis.

Subject to ITB clauses 1.26, 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.

1.29 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
- iii) in the form of a bank guarantee issued by a reputed foreign bank with the bank guarantee confirmed 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) or in United States Dollars (USD)**, or

- iv) in the form of a cash deposit to the CPSTL Cashier **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, it shall be furnished without a substantial departure to the format given in Annexure “D”.

In case of the authorized agent in Sri Lanka arrange and submits a bank guarantee as the performance security, on behalf of the principal supplier (if the bidder is manufacturer or his authorized export agent abroad), both names of the authorized agent in Sri Lanka & the principal abroad shall appear in the bank guarantee.

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 en-cashable on demand by CPSTL and **shall be valid for a period not less than Ninety-one (91) 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 (*hereinafter called and referred to as the Supplier*) would be called upon to enter into an agreement with CPSTL after successful award. The contract shall be signed within twenty-one (21) days from the date of Letter of Acceptance. A specimen of Contract Agreement is attached as per Annexure "E".

2.3 PACKING

Packing shall be seaworthy and suitable to protect the goods from adverse weather conditions and mechanical shocks during the voyage handling and storage.

Method of packing

Packing shall be done with transparent polythene.

10 seals shall be packed in one small pack, 10 such small packs shall be packed in one medium pack (100 seal pack), 10 such medium packs shall be packed in one large pack (1000 seal pack), 5 such large packs shall be packed in a corrugated box.

Corrugated boxes shall be palletized according to the sequence of serial numbers for easy handling by forklift.

(Serial number shall transparent through the packing and sequence of serial numbers shall clearly mark on the packets/box. Serial numbers will be provided at the time of awarding)

2.4 DELIVERY SCHEDULE

Item shall be delivered,

1. to reach Colombo Sea Port within **ten (10) weeks** from the date of establishment of the Letter of Credit - **In case of Foreign Supply basis offer**
2. to CPSTL within **ten (10) weeks** from the date of issue of the Purchase Order - **In case of Local Supply basis offer**

(Shorter delivery periods are most welcome. However, bidders shall indicate the period within which the items could be delivered.)

2.5 MODE OF PAYMENT

Foreign Supply Basis

Payments shall be paid by an irrevocable, non-transferable Letter of Credit (L/C) to the principal, where 90% of the L/C value will be paid at sight and the balance 10% will be released only after the successful completion of the order.

Any bank charge incurred in amending L/C terms at the request by the supplier, he shall be required to bear such charges. L/C opening charges shall be borne by the applicant and all other charges outside the country including confirmation charges (*if required*) shall be borne by the beneficiary.

CPSTL will provide a draft L/C for the approval of the beneficiary prior to the transmission of the L/C. Beneficiary shall inform the adjustments/confirm the same within three (03) working days from the date of receipt of the draft.

The following information are very essential for CPSTL to obtain the necessary Import License and for establishment of L/C without delay. Hence you are kindly requested to incorporate same in your Pro Forma Invoice.

- I. Pro Forma Invoice Number, Date, Supplier's Address & Contact details
- II. Country of Origin/Manufacture
- III. Country & Port of Shipment
- IV. The Harmonized System (HS) Number
- V. Bank account details of the declared principal/beneficiary
- VI. Name, address, SWIFT/IBAN/Sort code/s of the bank for negotiation of L/C
- VII. Latest date of Shipment/Delivery Period

Local charges (if any) along with all applicable taxes shall be paid to the authorized local agent, in Sri Lanka Rupees, only after the successful completion of the order.

No payment will be made to local entity in foreign currency.

***Name of the declared principal supplier/beneficiary will NOT be changed at any time.
Any payment term requiring advance payments will not be accepted by CPSTL.***

Local Supply basis

Full payment of the total cost shall be paid in Sri Lanka Rupees, only after the successful completion of the order.

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

2.6 SHIPPING DOCUMENTATION

Foreign Supply Basis

Immediately after the consignment is shipped, the supplier shall send an Email/Fax stating the name of the Vessel with quantities shipped. Also, within three (03) days from the date of the Bill of Lading, two (02) copies of each of the following shipping documents shall be sent by courier, addressed to the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka or by e-mail to procure@cpstl.lk.

- I. Clean on board, freight prepaid/freight to collect (as per award) Bills of Lading (B/L) in favour of Sri Lankan bank nominated by CPSTL, showing destination as Colombo and notifying party as Ceylon Petroleum Storage Terminals Limited.
- II. Commercial Invoices, showing FOB, Local Agent's Commission (if any), Insurance, Freight and CIF separately (as per award).
- III. Packing List.
- IV. Certificate of Manufacturer stating that the items shipped were manufactured by them and indicating Country of Origin.

It is the responsibility of the supplier to submit the shipping documents complied with payment terms to the bank & make them available at the nominated bank in Sri Lanka in time enabling CPSTL to clear the cargo from customs & airport/harbor. However, in case of cargo demurrage/detention charges/shipping guarantee charges incurred due to delay in submitting shipping documents, the supplier is held liable for such charges & the supplier should reimburse such costs incurred to CPSTL within fourteen (14) days of receipt of a claim with supporting documents from CPSTL.

2.7 FINAL TESTING

Supplier shall submit 10 nos. of sample seals manufactured as per the pre-approved sample from each color, printed with characters (CPSTL) & nos. (06 digits) prior to ship/deliver the items for the approval of CPSTL. Samples will be tested & evaluated against the given specifications & pre-approved sample(s) as same as the ITB clause 1.25.

Once approved, CPSTL in return will send the “Letter of Acceptance to Ship/Deliver” back to the supplier and the shipment/delivery shall be made only after the receipt of “Letter of Acceptance to Ship” from the CPSTL.

After the delivery of the seals to CPSTL, randomly selected sample(s) from the total items may be tested & evaluated once again according the given specifications & pre-approved sample(s).

However, CPSTL will inform the supplier if the sample(s) is/are failed at the test. CPSTL shall have the right to obtain such items from other sources without being liable in any manner whatsoever; to the supplier. Performance security of the supplier shall be forfeited and his name shall be placed in the list of defaulting suppliers.

2.8 DELAYS IN DELIVERY

Where the supplier does not supply the item/s 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 quantity/ties of item/s as may be necessary immediately by CPSTL by making suitable arrangements, in order that the said item/s will reach CPSTL in due time.

Should the supplier fail to arrange for the supply item/s 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 item/s, within the period specified or should he fail to replace any rejected quantity/ties within the period allowed, the supplier shall be liable to pay as pre-estimate of Liquidated Damages (LD), the sum of 1/250th 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 will be recovered from the supplier.

However, CPSTL reserves the right to cancel the award of the tender, forfeit the performance security and place the name of the supplier in the list of defaulting suppliers, if the item/s is/are 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 supplier becomes incapable or unable to supply item/s offered in his bid, CPSTL shall have the right to obtain such item/s from other sources without being liable in any manner whatsoever, to the supplier.

If the supplier, defaults in the supply or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the supply item/s 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.

In case the supplied seals are rejected by CPSTL, it will not be handed over to the supplier, due to the security nature of the item. The cost of the rejected seals wouldn't be borne by CPSTL.

The successful bidder shall not reproduce/sell the items which are produced for CPSTL to an outside party in any circumstances, whatsoever.

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

Supplier shall defend any and all infringement suits in which CPSTL is made a defendant, alleging patent infringement on items purchased from the supplier. Supplier 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. Supplier shall pay all damages profits and/or costs, which may be subjected under the patent rights.

2.12 CONTRACT NOT TO BE SUBLET

The Supplier 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 supplier shall undertake all risks and liabilities of whatsoever kind arising out of incidentals or connected with the supplier.

2.15 DISPUTES

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

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. Sri Lanka local time (GMT+5.5) before the closing date of the bid.

Telephone : +94-11-2572156/ +94-11-5750764
Facsimile : +94-11-2572155
Email : procure@cpstl.lk

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

13th November 2019

03. TECHNICAL SPECIFICATIONS

03. TECHNICAL SPECIFICATIONS

The bidder shall 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 each requirement/specification in the right-hand corner of each item. Variations and/or deviations from specification, if any, shall be illustrated clearly in detail.

CONSIGNMENT SEALS

No.	Item	Specification/Description	Compliance	
			Yes	No
1	Locking Body	Petroleum Resistant Plastic or any other Petroleum Resistant material		
2	Color	Blue, Orange, Yellow, Dark Green, Red, Brown (separate seals)		
3	Locking Mechanism	1. Self-locking, rotation locking or twist locking mechanism		
		2. Locking action and the 100% locking of the seal shall be easily recognized		
4	Identification	Conspicuous 5-character customization (CPSTL) and 6 digit easily readable non-repetitive sequential numbering shall be printed (minimum height of characters and digits shall be 3mm)		
5	Sealing	Without any tool and with application of thumb and hand pressure only		
6	Special Requirements	1. Shall be user friendly with the galvanized sealing wire of which total diameter of wire range from 0.45mm to 0.50mm. It is preferred two holes to insert the sealing wire shall available in the locking body in vertical position		
		2. Shall be designed for a single use		
		3. Shall be packed in transparent polythene. 10 seals shall be packed in one small pack, 10 such small packs shall be packed in one medium pack (100 seal pack), 10 such medium packs shall be packed in one large pack (1000 seal pack), 5 such large packs shall be packed in a corrugated box. Corrugated boxes shall be palletized according to the sequence of serial numbers for easy handling by forklift.		
		4. Should be resistant to refined petroleum products, sunlight/heat, boiling water		
7	Requirements of Documentation	1. Original of internationally published manufacturer's brochures with company details and technical catalogues should be provided along with the bid		
		2. Since there is a greater possibility of the consignment seals getting in contact with refined petroleum products/sunlight/heat, Certificate of Compliance should be submitted along with the bid to the effect that the original properties of the sealing material do not get affected and the seal identification characters and numbers do not get erased/defaced by petroleum products, direct sunlight and heat		
8	Requirements of sample	10 nos. of samples seals from each color, printed with characters & nos. (numbered from 000001 to 000060)		

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

04. SCHEDULES

SCHEDULE OF PRICES - FOREIGN SUPPLY BASIS

CONSIGNMENT SEALS

Item	Description	Qty	Unit	Unit FOB in (currency.....)	Total FOB in (currency.....)
I	Consignment Seal – Blue color	1,250,200	EA		
II	Consignment Seal – Orange color	121,200	EA		
III	Consignment Seal – Yellow color	1,026,800	EA		
IV	Consignment Seal – Dark Green color	226,000	EA		
V	Consignment Seal – Red color	169,000	EA		
VI	Consignment Seal – Brown color	245,600	EA		

For Total Units		Amount (Currency
Total FOB		
Marine Insurance		
Sea Freight		
Total CIF	In figures	
	In words	

Other Local Charges		Without Taxes	NBT - If applicable	VAT - If applicable	Total With Taxes
Local Charges (LKR)	In figures				
	In words				

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

- Delivery Period from EXW point up to the Nearest Sea Port of the supplier:
- Country of Manufacture:
- Country & Port of shipment:
- HS Code:
- Estimated Weight & Dimensions of the Export packed shipment:

Cont....

Details of the Manufacturer

Name of the Manufacturer :.....

Country of the Manufacturer :.....

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

Telephone :.....

Facsimile :.....

E-mail :.....

Details of the Principal Supplier/Beneficiary (If differs from the Manufacturer)

Name of the Principal/Beneficiary :.....

Country of the Principal/Beneficiary :.....

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

Telephone :.....

Facsimile :.....

E-mail :.....

Details of the Authorized Local Agent

Name of the Authorized Local Agent:.....

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

Telephone :.....

Facsimile :.....

E-mail :.....

Name of the declared principal supplier/beneficiary/authorized local agent will NOT be changed at any time.

Cont....

Details of the Bidder

Name of the Bidder :.....

Address :.....

.....

.....

Telephone :.....

Facsimile :.....

E-mail :.....

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

(Company Seal)

SCHEDULE OF PRICES - LOCAL SUPPLY BASIS**CONSIGNMENT SEALS**

Item	Description	Qty	Unit	Unit price in LKR	Total price in LKR
I	Consignment Seal – Blue color	1,250,200	EA		
II	Consignment Seal – Orange color	121,200	EA		
III	Consignment Seal – Yellow color	1,026,800	EA		
IV	Consignment Seal – Dark Green color	226,000	EA		
V	Consignment Seal – Red color	169,000	EA		
VI	Consignment Seal – Brown color	245,600	EA		

Total Price Exclusive Taxes :

NBT (If applicable) :

Total Price Exclusive VAT :

VAT (If applicable) :

Total Price Inclusive VAT :

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

Country of manufacture :

Name & Address of the Manufacturer :

Name of the Bidder :

Address :

Telephone :

Facsimile :

E-mail :

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

(Company Seal)

05. ANNEXES

FORM OF BID

CONSIGNMENT SEALS – FOREIGN SUPPLY BASIS

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 OF 3,038,800 NOS. CONSIGNMENT SEALS - TENDER REFERENCE NO: KPR/75/2019

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the Supply of 3,038,800 Nos. Consignment Seals – Tender Ref No: KPR/75/2019 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 05th March 2020**. 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 “D” 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 reach Colombo Port **within weeks** period from the date establishment of the Letter of Credit.
- A-9** If our bid is accepted, we commit to accept the COC clause 2.5; 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 foreign currency price in figures]*

.....
[insert total foreign currency price in words] and

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

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

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

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

for the Supply of 3,038,800 Nos. Consignment Seals 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 of2019 *[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:

.....

.....

FORM OF BID
CONSIGNMENT SEALS – LOCAL SUPPLY BASIS

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 OF 3,038,800 NOS. CONSIGNMENT SEALS - TENDER REFERENCE NO: KPR/75/2019

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the Supply of 3,038,800 Nos. Consignment Seals – Tender Ref No: KPR/75/2019 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 05th March 2020**. 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 “D” 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** period from the date receipt of the Purchase Order.
- A-9** If our bid is accepted, we commit to accept the COC clause 2.5; 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 3,038,800 Nos. Consignment Seals 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 "B".

Dated this day of2019 *[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 BANK GUARANTEE AS BID SECURITY

[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 3,038,800 Nos. Consignment Seals under Tender Reference No: KPR/75/2019 (“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 till 02nd April 2020)]*

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 BANK GUARANTEE AS PERFORMANCE SECURITY

[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/75/2019 dated *[insert date of bid]* with you, for the Supply of 3,038,800 Nos. Consignment Seals under Tender Reference No: KPR/75/2019 (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, 2020 *[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/75/2019

THIS CONTRACT AGREEMENT is made and entered into at Colombo on the .. day of 2019

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 Purchaser invited bids for the Supply of certain Goods and ancillary services, viz., “Supply of 3,038,800 Nos. Consignment Seals – Tender Ref No: KPR/75/2019” 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*]
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 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 of 3,038,800 Nos. Consignment Seals

Tender Ref : KPR/75/2019

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	Requirement/Condition	Complied	Deviations
01.	Public Contract Registration (Certificate PCA-03) as per ITB clause 1.5, submitted (<i>if applicable</i>)		
02.	Signature Authorization Letter as per ITB clause 1.8, submitted		
03.	Bid Security as per ITB clause 1.19, submitted		
04.	Letter of Manufacturer’s Authorization as per ITB clause 1.20, and Annexure “F”, submitted		
05.	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.21 and Schedule “A/B”, submitted		
06.	Duly filled, stamped & signed Form of Bid as per ITB clause 1.22 and Annexure "A/B", submitted		
07.	Compliance with Performance Security as per COC clause 2.1, in case of award		
08.	Compliance with Contract Agreement as per COC clause 2.2, in case of award		
09.	Compliance with Packing as per COC clause 2.3, in case of award		
10.	Compliance with Delivery Schedule as per COC clause 2.4, in case of award		
11.	Compliance with Mode of Payment as per COC clause 2.5, in case of award		
12.	Compliance with Shipping Documentation as per COC clause 2.6, in case of award on Foreign Supply basis		
13.	Compliance with Final Testing as per COC clause 2.7, in case of award on Foreign Supply basis		
14.	Duly completed Technical Specifications as per Section 03, submitted		
15.	Agreed with Freight arrangement through Ceylon Shipping Corporation or their nominated freight forwarder and Marine Insurance through Local Insurance Company, in case of award on FOB/CFR basis in Foreign Supply basis offer		
16.	Valid copy of Certificate of Incorporation of authorized local agent, issued by the Registrar of Companies in Sri Lanka as per ITB clause 1.5, submitted		

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

(Common Company Seal)