

# **CEYLON PETROLEUM STORAGE TERMINALS LIMITED**



## **BIDDING DOCUMENT**

### **BID FOR THE SUPPLY OF**

### **02 NOS. WHEEL NUT REMOVING MACHINES**

**BID NO: KPR/81B/2018**

CHAIRMAN – DEPARTMENT PROCUREMENT COMMITTEE,  
C/O MANAGER PROCUREMENT  
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,  
PROCUREMENT FUNCTION,  
1<sup>st</sup> FLOOR, NEW BUILDING,  
OIL INSTALLATION,  
KOLONNAWA.

Telephone : 0094-11-5750764.

Fax : 0094-11-2572155.

E-Mail : [procure@cpstl.lk](mailto:procure@cpstl.lk)



## INVITATION FOR BIDS (IFB)

**BID NO: KPR/81B/2018**

**CEYLON PETROLEUM STORAGE TERMINALS LTD (CPSTL)**

### **BID FOR THE SUPPLY OF 02 NOS. WHEEL NUT REMOVING MACHINES**

TENDER REF NO: KPR/81B/2018

The Chairman, Department Procurement Committee on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from manufacturers or their authorized agents in Sri Lanka for the **Supply of 02 Nos. Wheel Nut Removing Machines**

Interested parties may refer the tender document and obtain necessary information through the CPSTL website: <http://www.cpstl.lk/cpstl/tenders> and the original bidding documents in English language (full set) could be obtained from the undersigned on submission of a written request, during working days between **0900 hrs and 1400 hrs. up to 06.03.2019**, upon payment of a non-refundable bidding document fee of **Two Thousand Sri Lanka Rupees (LKR 2,000.00)** per document. Bidders are requested to inspect the bidding document prior to purchase and once it is purchased, bidding document fee is not refundable for any reason whatsoever.

Duly filled bidding documents may be sent by registered post or sealed cover **to reach** the Chairman, Department Procurement Committee, C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01<sup>st</sup> Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka or could be deposited in the tender box kept at the above address, on or before **1400 hrs.on 07.03.2019**. Late bids will be rejected.

***Bid shall be valid up to 25.04.2019***

**Bids will be closed at 1400 hrs. On 07.03.2019** 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 must be accompanied by a bid security of Twenty Thousand Sri Lanka Rupees (LKR 20,000.00), which shall be valid until 23.05.2019.**

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](mailto:procure@cpstl.lk).**

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

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## **1.0 INSTRUCTION TO BIDDERS**

# **BID FOR THE SUPPLY OF 02 NOS. WHEEL NUT REMOVING MACHINES.**

## **1.0 INSTRUCTION TO BIDDERS**

### **1.1 SCOPE OF SUPPLY & DELIVERY**

The Chairman, Department Procurement Committee, on behalf of Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Sri Lanka will invite sealed Bids from Manufacturer authorized export agents or accredited local agents to **Supply of 02 Nos. Wheel Nut Removing Machines** conforming to the technical specifications of **Annexure“B”**& Conditions given under this Instructions to Bidders (ITB).

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.

### **1.2 ISSUE OF BIDDING DOCUMENTS**

Bidding documents could be obtained on any working day between **0900 to 1400 hrs up to 06.03.2019** from the Office of the Manager (Procurement), Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka on a cash payment of a non-refundable bidding fee **of Rs. 2,000.00 (Two Thousand)**. Parties interested in obtaining a Bid Document should submit a request letter on their Company Letter Head.

Tender document consists of the following:

- Instructions to Bidders (ITB)
- Schedule of Prices - Annexure “A”
- Technical Specifications - Annexure “B”
- Form of Bid - Annexure “C”
- Form of Bid Bond - Annexure “D”
- Form of Performance Bond - Annexure “E”
- Form of Manufacture’s Authorization - Annexure “F”
- Form of Compliance / Deviation Sheet - Annexure “G”
- Form of Agreement - Annexure “H”

#### 1.4 DOCUMENTS & DETAILS TO ACCOMPANY BID

The authorized agents must send all the required information given below for evaluation purposes and failure to furnish the required documents and details along with the Bid will result in the Bid being rejected.

- a) A copy of Price of schedule as per Annexure “A”.
- b) Authorized export agent should possess a copy of **“Letter of Authority”**.
- c) The manufacturing and assembly of the total unit should be in the country of origin (To be specified in the Manufacturer letterhead).
- d) All technical details inclusive of product literature / Catalogues of the available equipment in English language.
- e) Details of after sale services and the service agreement (If required):  
The supplier must specify the equipment parts covered under the warranty. In case equipment is in out of order during the warranty period supplier should provide an extended warranty considering this time period.
- f) Company background, place of business, number of years of experience in supplying similar equipment, a list of users of the quoted equipment supplied for the past 5 years and their contact person name, addresses, fax numbers, phone numbers and E-mail addresses.
- g) Refilling facilities available and type of services provide in Sri Lanka and capacity of service personnel
- h) To provide details of a qualified technical person who is confident enough to elaborate and provide training on operations and maintenance of the equipment to the Automobile staff.(If required)
- i) All terms and conditions of warranty. (To be elaborated by manufacturer and/or local agent separately)
- j) Form of Bid as per **Annexure “C”**.
- k) Form of Bid Bond as per **Annexure “D”**.
- l) Form of Manufacturer’s Authorization as per **Annexure “F”**.
- m) Duly completed form of Compliance / Deviation Sheet **Annexure “G”**.
- n) Duly completed and certified document of Technical Specifications sheet As per **Annexure “B”**.
- o) Signature authorization – Authorization letter from the company (bidder) authorizing the signatory for signing the tender on behalf of the bidder.
- p) Detailed profile of the company of the manufacturer and the country of manufacture, year of manufacture, make/model of the equipment etc., together with the copy of the

company registration certificate issued by the respective authority of the manufacturer's country (If any).

- q) All other details and documentary requirements as requested under this tender.
- r) Bid validity period.
- s) Copy of Business Registration

### **1.5 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID**

The bidder may modify, substitute or withdraw his/her bid after submission, provided that written notice of the modification, substitution or withdrawal is received by CPSTL, prior to the deadline prescribed for bid submission.

The bidder's modification or substitution shall be prepared, sealed, marked and dispatched as follows: The bidder shall provide an original and a duplicate, as specified in the ITB clause 1.6, of any modification or substitution to his/her 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 02 NOS. WHEEL NUT REMOVING MACHINES.**

– **KPR/81B/2018**" **CLOSING DATE: 07.03.2019**

A bidder wishing to withdraw his/her bid shall notify CPSTL in writing by post or by hand at the address which is indicated in ITB clause, prior the deadline for submission of bids. The notice of withdrawal shall bearing the bid name and the words "BID WITHDRAWAL NOTICE".

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.

### **1.6 FORMAT & SIGNING OF BID**

The bidder shall prepare an original and a duplicate of the bid specified above, clearly marking as, "**BID FOR THE SUPPLY OF 02 NOS. WHEEL NUT REMOVING MACHINES.**

– **KPR/81B/2018**" – **CLOSING DATE:07.03.2019** original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.

Bidder shall incorporate a Signature Authorization letter along with his/her bid, which is authorizing a person/s 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 Management of the company and the person/s 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.



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 initialed by the person/s signing the bid.

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

## **1.7 SUBMISSION OF BID**

Bidders should quote their prices in the annexed “Schedule of Prices” and forward same in duplicate. The Original & Duplicate copy of the Bid should be placed in separate envelopes marked “ORIGINAL” & “DUPLICATE”. Both envelopes should be enclosed in one securely sealed cover marked **BID FOR THE SUPPLY OF 02 NOS. WHEEL NUT REMOVING MACHINES.**- Tender No: **KPR/81B/2018 Closing Date: 07.03.2019** on the top left-hand corner, and addressed to the Chairman, Department Procurement Committee, Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka or bidders could deposit their offers in the Tender Box provided for this purpose available at the above address.

Bidder may submit an alternative offer/s; however the bidder shall submit such bids in separate sets of original documents obtained from the procurement Function, Ceylon Petroleum Storage Terminals Limited, Kolonnawa. No document shall be copied for the purpose of submitting alternative offer/s. Each offer should be submitted with all the required documents separately as per the original bid and should be marked as “ALTERNATIVE OFFER –to **BID FOR THE SUPPLY OF 02 NOS. WHEEL NUT REMOVING MACHINES.** Tender No: **KPR/81B/2018 Closing Date: 07.03.2019** on the top left hand corner. Failure to furnish required documents along with the alternative offer/s may lead to rejection of the offer.

The Bidder should submit their bidding documents by Registered post, Courier service or by hand delivery, not later than **1400 hrs. on 07.03.2019**

A local firm acting as Agent for more than one Principal Bidder should get each of his Principal Bidder’s authority to represent and Bid on separate sets of Bidding Documents purchased from the Ceylon Petroleum Storage Terminals Limited for such purpose.

## **1.8 CLOSING & OPENING OF BID**

- a) Bids , enclosed, sealed marked & addressed as aforesaid, should be sent under registered cover or sealed cover to reach the Chairman, Department Procurement Committee, not later than **1400 hrs. on 07.03.2019** 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 07.03.2019** and open immediately thereafter at

Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka.

Bidders or their duly authorized representative/s may be present at the opening of Tenders. The officer who opens the Bids will read out the unit price/total price, as indicated in the schedule of prices to those who are present. Technical Data, Specifications or similar particulars will not be divulged.

**b) Late Bids**

Any Bid received after the closing time for submission of Bid will be rejected and returned unopened to the Bidder.

**1.9 BUSINESS REGISTRATION**

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

**1.10 MANUFACTURE OF AUTHORIZATION**

Offers from agents representing Principals abroad, will not be considered unless they hold the Letter of Authorization from the Principals/manufacturer empowering the agents to offer on their behalf, to enter into a valid agreement on behalf of the principals to fulfil all the terms and conditions of the contract, in the event of the bid being awarded **Annexure “F”**.

The agent signing the Bidding Document on behalf of the Principal shall state the Principal's name and address, telephone, fax numbers & e-mail if any.

**Nomination of agents after the Bid has been submitted will not be valid.**

In the event that the Principal is not the Manufacturer, the Principal should furnish documentary proof of his arrangements with the Manufacturer.

**1.11 MINIMUM VALIDITY PERIOD OF OFFERS**

- a) All offers should be valid **until 25.04.2019** 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 issuing a Purchase order and other required documentation if required.

### **1.12 BID SECURITY**

Each bid should 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 in the form of a Bank Draft or a Bank Guarantee issued by a reputed Commercial Bank with the authority of a licence issued by Monetary board (Central Bank of Sri Lanka), and payable to the Ceylon Petroleum Storage Terminals Limited, for a minimum sum of **Sri Lankan Rupees Twenty Thousand (Rs. 20,000.00)**.

*If the Bidder wishes to submit alternative offers from same Manufacturers for **02 NOS. WHEEL NUT REMOVING MACHINES**. such alternative offers should be submitted with separate Bid Security Guarantee.*

The Bid Security should be **valid until 23.05.2019** A form of Bid Bond is attached, **Annexure “D”**.

Failure to submit the Bid Security 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 Securities of the unsuccessful Bidders will be returned to them only after award of the tender to the successful Bidder. The Bid Security Guarantee of the successful Bidder will be returned after receipt of the Performance Bond.

### **1.13 FORM OF BID**

Bidders should declare that they have read the Conditions and that they make the offer in compliance with and subject to all the Conditions thereof and agree to execute the contract / perform the services in accordance with the said Conditions in the manner therein set out. A Form of Bid –**Annexure “C”** is attached.

**Form of Bid not submitted on the prescribed form and in the manner required are liable for rejection**

### **1.14 SCHEDULE OF PRICES**

- a) Schedule of Prices shall be in the form of the **Annexure “A”** given in the document. Bidders are required to duly sign and return the Schedule of Prices marked **Annexure “A”**.

- b) Details of Local cost (if any) & payable in Sri Lanka Rupees should be disclosed in the appropriate column of the Schedule of Prices.
- c) Bids not submitted on the prescribed form and in the manner required are liable for rejection.

### **1.15 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.

### **1.16 EVALUATION OF BIDS**

- a) All the offers along with the required documents received will be evaluated by a TEC to determine the eligibility of responded Bidders and substantial responsiveness of Bids received. Substantially responsive Bid is one, which conforms to the terms & conditions and specifications of the Bidding Document. Incomplete Bids will be rejected.
- b) The Ceylon Petroleum Storage Terminals Limited, with the approval of the Chairman, Department 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 Department Procurement Committee reserves the right to make its own decision.
- c) Only the bids determined to be substantially responsive will be evaluated and compared and award will be made to the substantially responsive, lowest evaluated bid.

- d) Evaluation and Comparison of Bids, The following procedure will be used to apply the preference for extended warranty. Substantially responsive bids will be classified in to the following groups.

Group	A	B	C
Warranty Period	12 Months	24 Months	36 Months or above
Preference Percentage	Nil	2.5%	05%

- e) For the purpose of evaluation and comparison of bids only, an amount equal to the respective reference percentage of the evaluated bid prices of the respective bids will be deducted from the relevant evaluated bid prices of bids classified in groups B and C.
- f) Any defect found during this warranty period should be attended to by the supplier at his own cost ( labour & spare parts) and any defective parts should be replaced with new parts free of charge.

#### **1.17 POWER TO ACCEPT OR REJECT OFFERS.**

- a) The Department Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- b) The “CPSTL” Department Procurement Committee reserves the right to reject any or all Bids, or any part thereof without assessing any reasons. The Department Procurement Committee may accept any or all items of the offers and reserves the right to increase or decrease the quantity of goods to be contracted for, at prices indicated in the Schedule of Price.

#### **1.18 AWARDING CRITERIA**

Subject to ITB clauses 1.16, 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.

#### **1.19 NOTICE OF ACCEPTANCE**

Acceptance of bid will be confirmed by fax /e-mail to the successful bidder to the address given by him, soon after the receipt of the Department Procurement Committee decision. Any change of address of the bidder should be promptly notified to;

**THE CHAIRMAN  
DEPARTMENT PROCUREMENT COMMITTEE  
C/O MANAGER PROCUREMENT  
01<sup>ST</sup> FLOOR, NEW BUILDING  
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,  
OIL INSTALLATION  
KOLONNAWA  
WELLAMPITIYA  
SRI LANKA.**

## **2.0 CONDITIONS OF CONTRACT**

## **2.0 CONDITIONS OF CONTRACT**

### **2.1 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 Guarantee through a reputed Commercial Bank with the authority of a license issued by Monetary board (Central Bank of Sri Lanka), in a sum equivalent to 10% of the total contract value of the accepted Bid. The Performance Guarantee shall be in accordance and in the form given in **Annexure “E”**.
- b) If the successful Bidder fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting Contractors. Ceylon Petroleum Storage Terminals Limited, 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 Bidder.
- c) The successful Bidders, in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, costs, expenses & damages which the Ceylon Petroleum Storage Terminals Limited, may sustain in consequence of such failure, and the Bid Security shall be forfeited.
- d) The Purchase order will be issued only after the receipt of the Performance Guarantee. The Performance Guarantee shall be in favour of the Ceylon Petroleum Storage Terminals Limited and shall be valid for a period not less than **Six (06) months from the date of final delivery**.
- e) To expedite issuing Purchase Order, the Supplier/Principal shall on his own account instruct his Bank to Fax/ Email the Ceylon Petroleum Storage Terminals Limited the date, amount and validity period of the Performance Guarantee.

### **2.2 MODE OF PAYMENT**

Full payment of the total cost will be paid in 30 days by Sri Lanka Rupees, only after the successful completion of the delivery to Main Stores, CPSTL, Kolonnawa as per the terms and the conditions of the Bid.

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



### **2.3 DELIVERY**

The **02 Nos. Wheel Nut Removing Machines** should be Delivered at Ceylon Petroleum Storage Terminals Limited within a period of **Two (02) weeks** from the date of Purchase Order, on an agreed schedule. Bidder should indicate the detailed schedule in their offer.

### **2.4 COMPREHENSIVE WARRANTY**

The supplier shall provide manufacturer's warranty **minimum 01 year from the date of delivery** for the **02 Nos. Wheel Nut Removing Machines** as required under Other Requirements of **Annexure "B"**.

Any item which fail below the warranty period, shall be replaced free of charge by the manufacturer/supplier/local agent. In the event of failure of components under warranty the duration of warranty applicable to that component shall once again commence from the date of replacement.

Warranty certificate shall indicate the number of free services provided by the authorized local agent and the terms of after sales services which are to be provided by the authorized local agent.

The authorized local agent shall be able to supply spare parts in time & to have methodology to offer after sale services, whenever a requirement arises.

**Original warranty certificate shall be sent along with the 02 Nos. Wheel Nut Removing Machines.**

### **2.5 FORCE MAJEURE**

Except as regards an act of god, war, strike, invasion, civil war, rebellion, tsunami, revolution, insurrection, military power, earthquake, plagues, the bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals or connected with the supplier.

### **2.6 LIQUIDATED DAMAGES**

Shall the supplier fail to complete the delivery within the period specified or shall he/she fail to replace any defective components or a part thereof with a like quantity of approved quality within the period allowed, the supplier shall be liable to pay as a pre-estimate of liquidated damages, the sum 1/1000<sup>th</sup> of the value of the equipment per day for delay in executing the order, until the order is completed subject to a maximum of 10% of total value of the order. In case of such penalty

being imposed by CPSTL, such penalty will be deducted from the performance security. The supplier in these circumstances will also render himself/herself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in the CPSTL bids.

## **2.7 PATENT INFRINGEMENT**

Supplier shall defend any and all infringement suits in which CPSTL is made a defendant, alleging patent infringement on equipment 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.

## **2.8 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 tribal by court of law of The Democratic Socialist Republic of Sri Lanka.

## **2.9 CONTRACT NOT TO BE SUBLET**

The Bidder shall not assign or sublet without the written authority of the Chairman / Department 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.

## **2.10 DEFAULTS BY SUCCESSFUL BIDDER**

**2.10.1** If for any reason, in the opinion of CPSTL, the successful bidder becomes incapable or unable to Supply items offered in his/her bid, CPSTL shall have the right to obtain such items from other sources without being liable in any manner whatsoever, to the successful bidder.

**2.10.2** If the successful bidder, defaults in the supply or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the supply of items according to the specifications, he/she shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach.

**2.10.3** If the successful Bidder, fails to deliver items as specified within delivery period his Performance Security will be forfeited.

## **2.11 ANY OTHER INFORMATION**

Any other information or clarification required could be obtained from the Chairman – Department Procurement Committee, C/o Manager Procurement, 01<sup>st</sup> Floor, New Building, Procurement Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Sri Lanka on any working day, between 0900hrs and 1600 hrs not later than 10 days before the closing date of tender given in ITB clause.

Telephone :0094-11-5750764

Fax :0094-11-2572156

E-mail :[procure@cpstl.lk](mailto:procure@cpstl.lk)

Where the Bidders have not sought any clarifications / information such Bidders shall be deemed to have accepted the Bidding Document in full.

Ceylon Petroleum Storage Terminals Limited reserves the right to issue amendments to the Bidding document if and when deemed necessary, up to 07 days before the closing date of Tender given in ITB Clause and such amendments will be notified to all Bidders who have collected the Bidding documents.

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

## **ANNEXURES**

- Schedule of Prices - **Annexure “A”**
- Scope of Work and Technical Specifications - **Annexure “B”**
- Form of Bid - **Annexure “C”**
- Form of Bid Bond - **Annexure “D”**
- Form of Performance Bond - **Annexure “E”**
- Form of Manufacture’s Authorization - **Annexure “F”**
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- Form of Agreement - **Annexure “H”**

**SCHEDULE OF PRICES**

S/No	Description	Qty. Nos.	Unit Price (Rs.)	Total Value (Rs.)
01	Wheel Nut Removing Machines	02		
	<b>Less Discount</b> (If any)			
	NBT (If applicable)			
	<b>Total Value</b> Exclusive VAT			
	VAT (If applicable)			
	<b>Total Value Inclusive VAT</b>	By figure		
		By words		

Bid Validity :..... (Minimum requirement - As per ITB Clause 1.11)

Delivery Period :.....( Minimum requirement - As per COC clause 2.3)

Brand Name :.....

Make :..... Model No :.....

Country of Origin :.....

Warranty period -.....

**(Please refer the Other Requirement in the Annexure B)**

**Details of the Manufacturer/Principal**

Name of Manufacture: .....Country:.....

Manufacture/Principle Address :.....

.....

.....

Telephone :.....Facsimile :.....

E-mail :.....

**Details of the Bidder**

Name of Bidder : .....

Address : .....

.....

.....

Telephone : ..... Facsimile : .....

E-mail : .....

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

Date:.....

**SPECIFICATION/ COMPLY SHEET FOR WHEEL NUT REMOVING MACHINE –****02 NOS.****INSTRUCTIONS FOR BIDDERS**

- The bidder should indicate whether the required specifications are met by them by making (comply) mark if it meets the requirements and (Not comply) if it does not meet the requirements in front of each requirement/specification in each item/page.
- The bidder should clearly mention the values/details in front of required specifications.

**SPECIFICATIONS**

This electric wheel nut runner should be able to loosening and tightening wheel nuts on heavy vehicles

	<b>Comply/Not comply</b>	<b>Values /Details</b>
1. Should be brand new & heavy duty type .....	.....	.....
2. Supply Voltage: Three phase 400 V .....	.....	.....
3. Frequency: 50/60 Hz .....	.....	.....
4. Motor: Not less than 1k W .....	.....	.....
5. Electrical in gress protection rating – IP54 or higher .....	.....	.....
6. Should be able control electrically: forward, reverse, start/stop and impact mechanism .....	.....	.....
7. Tightening torque		
a. 1 <sup>st</sup> impact +/-360Nm .....	.....	.....
b. 2 <sup>nd</sup> impact +/-520Nm .....	.....	.....
c. 3 <sup>rd</sup> impact +/-620Nm .....	.....	.....
8. Declaration of conformity should be attached with the bid .....	.....	.....

9. Tools socket: 1” Square, Female.....

**ACCESSORIES**

1. Included accessories should mention clearly .....

.....

.....

**OTHERS**

2. Brand name & model .....

3. Country of manufacture should be USA,  
Japan, Russia, Australia or European Union country .....

4. Country of manufacture, Brand name and Model  
should be legibly marked on the machine .....

5. Date of Manufacture should be 2017 or 2018 .....

**WARRANTY**

1. At least 01 year from the date of purchase .....

**AFTER SALES SERVICES**

1. Spare parts should be available for the next 05 years from the date of purchase .....

**GENERAL INSTRUCTIONS**

1. Product Literature / catalogues to be sent along with the offer (English medium)  
(Those who do not provide supportive literature /catalogues may not be considered  
For evaluation) .....



- 2. Comprehensive Instruction manual should be supplied in English language .....
- 3. Transport should be done free of charge to our Terminal .....
- 4. A list of recommended special tools necessary for fitting/dismantling or adjusting shall be submitted with the machine. ....
- 5. Optional accessories may quote separately .....

.....

.....

Signature and stamp of the bidder

Date

**FORM OF BID**

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

Dear Sir,

**BID FOR THE SUPPLY OF 02 NOS. WHEEL NUT REMOVING MACHINES. TENDER NO KPR/81B/2018**

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the **SUPPLY OF 02 NOS. WHEEL NUT REMOVING MACHINES.** – Tender Ref No: **KPR/81B/2018** referred to therein, I/we offer to complete the whole of said contract/ services in conformity with the said document
- A-2 Unless & until a formal agreement is engrossed & executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- A-3 I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- A-4 The bid I/we am/are offering is complete and fulfils the technical requirements discussed in the bidding document.
- A-5 I/We agree to abide by this bid **minimum until 25.04.2019** (*minimum requirement as per ITB 1.11*). 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 security guarantee (in case of a bank guarantee) contained in **Annexure “E”** and confirm our compliance with the said performance security in the event of award of bid.
- A-8 I/We affirm that the said items will be delivered within ..... weeks (*minimum requirement as per COC 2.3*) from the date of Purchase order.
- A-9 If our bid is accepted, we commit to accept the COC clause 2.2; 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 Ministry Procurement Committee.

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

..... [insert total LKR price in words inclusive VAT] for the **SUPPLY OF 02 NOS. WHEEL NUT REMOVING MACHINES.** as detailed out in this bidding document and details of the total price is as given in the Schedule of Prices ANNEXURE- A.

Dated this ..... day of ..... 2018[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 BOND**

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

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

Dear Sir,

By this Bond we.....  
 (hereinafter called “the Tenderer”) and we  
 .....(name of Bank or insurance  
 company) 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 Tenderer 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 tender to.....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) ....., or any prolongation of such date above notified to the Authority by the Tenderer and the Surety in writing,
  - (ii) 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

(iii) 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 ( ) 2019 ( )

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**

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

Dear Sir,

Whereas.....  
..... (name and address of contractor) Thereinafter called "the contractor" has undertaken , in pursuance of contract no.....dated..... to executes.....(name of contract) thereinafter 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 modification 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 notice or any such change, addition or modification.

This Guarantee shall be valid **for a period not less six (06) months from the date of final delivery** of the tender for

.....  
.....

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

Name of the Bank :.....

Address of the Bank :.....

Date :.....

Witness :

01.  
.....

02.  
.....

**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 – Department 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 .....  
.....[i  
nset full address of Manufacturer's factories], do hereby authorize  
.....[insert complete name of Bidder]  
to submit a bid for the purpose of which is to provide the following Goods, manufactured by us  
..... [insert name and or brief  
description of the Goods], and to subsequently negotiate and sign the Contract. We hereby  
confirm goods offered are in good condition & conforming to the specifications as mentioned in

**ANNEXURE - B**

and extend our full guarantee and warranty in accordance with following conditions,

1. The supplier warrants that all the Goods are new, unused and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.



2. The supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
3. The purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
4. Upon receipt of such notice, the Supplier shall, within the period specified in the Form of Details Required, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
5. If having been notified, the Supplier fails to remedy the defect within the period specified in the Form of Details Required, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.

.....

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:.....

**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/No	Specification / Condition	Complied	Deviations if any
1.	Bid-Security Guarantee as per Annexure “D”		
2.	All costs indicated (separately) in the Given Annexure “A”		
3.	Minimum Offer Validity (As per ITB 1.11)		
4.	Schedule of Prices (Annexure “A”) Duly Filled Stamped, Signed & Forwarded		
5.	Agreed with Payment Terms & Other Requirements		
6.	Agreed with Delivery conditions per COC Clause No. 2.3		
7.	Manufacturer of Authorization as per ITB Clause No. 1.10		
8.	Format of Manufacturer’s Authorization as per Annexure “F”		
9.	Duly completed Technical Specifications & Other Conditions as Annexure “B”		
10.	Agreed with Mode of Payment as per COC Clause No 2.2		
11.	Agreed with Liquidity Damage on Delayed Delivery per COC Clause No. 2.6		
12.	Literature / Catalogues & Other Technical Data Given		
13.	Name of the Manufacturer/Principle etc. given in the Annexure “A”		
14.	Country of Origin, Country of Assembled Given in the Annexure “A”		
15.	Contact Details of Principal/Manufacturer (if any)		
16.	If Relevant, VAT Registration No. Given		
17.	Deviations from Specifications, terms & conditions, if any, indicated		
18.	Documentary proof for recent supplies made to customers in similar magnitude Given		
19.	Form of Bid submitted as per ITB Clause No. 1.14 Given Annexure “C”		
22.	Compliance with Performance Guarantee as per COC Clause No. 2.1		
23.	Copy of Business registration as per ITB Clause 1.9		
24.	Signature Authorization letter		
25.	Other Deviation, if any		
26.	Comply with the Terms of Warranty as per COC Clause No 2.4		
27.	Details of Annual Maintenance Contract		

.....  
Signature of the Bidder

Company Stamp

**FORM OF AGREEMENT**

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND *[INSERT COMPLETE NAME OF THE SUPPLIER]* **BID FOR THE SUPPLY OF 02 NOS. WHEEL NUT REMOVING MACHINES.– PUBLIC TENDER NO: KPR/81B/2018.**

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., **BID FOR THE SUPPLY OF 02 NOS. WHEEL NUT REMOVING MACHINES. – PUBLIC TENDER NO: KPR/81B/2018** (hereinafter called and referred to as “the Contract”)and has accepted a bid by the Supplier for the supply of such Contract in the sum of *[insert 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. 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.

5. 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.
6. All or any dispute between the parties hereto arising under or in connection with this agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.
7. Any notice or other communication received permitted to be given pursuant to this agreement shall be sent by registered mail 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 | : | ..... | 2. Name & NIC No: | ..... |       |
| Signature        | : | ..... | Signature         | :     | ..... |
| Address          | : | ..... | Address           | :     | ..... |