

# **CEYLON PETROLEUM STORAGE TERMINALS LIMITED**



## **BIDDING DOCUMENT**

### **BID FOR SUPPLY OF OFFICE FURNITURE FOR CPSTL OIL INSTALLATION KOLONNAWA**

### **NATIONAL COMPETITIVE BIDDING**

**KPR/93/2018**

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

**FAX : 011-2572155  
TEL : 011-5750764  
E-Mail : procure@cpstl.lk  
DATE : 26<sup>th</sup>September 2018**

<b>CONTENTS</b>	<b>PAGE</b>
<b><u>INSTRUCTION TO BIDDERS</u></b>	
1. Issue of Bid Documents	3
2. Submission of Bids	3
3. Closing / Opening of Bids	3
4. Sealing & Marking	4
5. Documents & Details to Accompany Bid	5
6. Manufacturesof Authorization	5
7. Bid Security	5
8. Offer Validity	6
9. Schedule of Prices	6
10. Evaluation of Tenders &Intimation of Acceptance	6-7
11. Performance Security	7
12. Delivery Period	7
13. Warranty	7
14. Mode of Payment	7
15. Contract not to be Sublet	8
16. Governing Law & Jurisdiction	8
17. Defaulted Bidders & Default by Successful Bidder	8
18. Further Information	8
19. Specification	10-12
Schedule of Price	Annexure “A” 13-14
Form of Bid Security	Annexure “B” 15-16
Form of Performance Security	Annexure “C” 17-18
Form of Bid	Annexure “D” 19-20
Form of Manufacturer Authorization	Annexure “E” 21
Form of Agreement	Annexure “F” 22-23
Completion /Deviation Sheet	Annexure “G” 24

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

### **SCOPE OF WORK**

The Chairman, Department Procurement Committee, on behalf of the Ceylon Petroleum Storage Terminals Ltd (CPSTL), Oil Installation, Kolonnawa, will receive sealed Bids for the **Supply of Office Furniture to CPSTL Oil Installation, Kolonnawa** conforming to the Terms & Technical Specifications indicated in **Annexure “A”** and Terms & Conditions given under this Instructions to Bidders.

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

Bidding documents could be obtained on any working day between 0900 hrs. to 1500 hrs. up to **19.12.2018** from the Office of the Manager (Procurement), Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited Oil Installation - Kolonnawa- Wellampitiya - on a payment of a non-refundable fee of Rs.3,000.00

Bidding document consists of the following:

- Instructions to Bidders
- Schedule of Price **Annexure “A”**
- Form of Bid Security **Annexure “B”**
- Form of Performance Security **Annexure “C”**
- Form of Bid **Annexure “D”**
- Form of Manufacturer Authorization **Annexure “E”**
- Form of Agreement **Annexure “F”**
- Completion / Deviation Sheet **Annexure “G”**

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

Bidders should quote their prices in the annexed “Schedule of Prices” Annexure “A” 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 Office Furniture to CPSTL Oil Installation, Kolonnawa.KPR/93/2018-Closing Date 20.12.2018** 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-Oil Installation-Kolonnawa- Wellampitiya.

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

Bids , enclosed, sealed marked & addressed as aforesaid, should be sent under registered cover to reach the Chairman Department, Procurement Committee , not later than 1400 hrs. on **20.12.2018** or could deposit in the Tender Box provided for this

purpose at the office of Manager (Procurement), Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited Oil Installation- Kolonnawa- Wellampitiya.

Bids will be closed at 1400 hrs on **20.12.2018** and opened immediately thereafter at Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited Oil Installation- Kolonnawa- Wellampitiya.

Bids received after the closing time will be not opened and will be return to the bidder.

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

#### **04. SEALING, MARKING & SUBMISSION OF BID**

Bidder shall quote his/her prices in the annexed “Schedule of Prices” Annexure “A” and submit.

same in duplicate. The original & duplicate copy of the bid shall be placed in separate envelopes marked “**ORIGINAL**” & “**DUPLICATE**”. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked “**BID FOR THE SUPPLY OF OFFICE FURNITURE to CPSTL,OIL INSTALLATION,KOLONNAWA.**

**KPR/93/2018**”–**CLOSING DATE 20.12.2018** on the top left-hand corner, and addressed to

TheChairman

Department Procurement Committee  
Procurement Function  
01<sup>st</sup> Floor, New Building  
Ceylon Petroleum Storage Terminals Limited  
Oil Installation  
Kolonnawa  
Wellampitiya

or bidder could deposit his/her bid in the Tender Box kept at the above address.

- 4.01** If the outer envelope is not sealed and marked as required above, CPSTL will assume no responsibility for the bid’s being misplaced or premature opening.
- 4.02** Bid submissions through emails are not entertained. However, only the clarifications, data sheets & product literature/catalogues can be made through email address [procure@cpstl.lk](mailto:procure@cpstl.lk).
- 4.03** Bidder should declare that he/she had read the conditions and that he/she makes the bid in compliance with, and subject to all the conditions thereof, and agree to execute the contract/perform the services in accordance with the said conditions in the manner therein set out, and in terms of this bid. The bidder shall submit the bid along with **Form of Bid, Annexure “D”** is attached

**05. DOCUMENTS & DETAILS TO ACCOMPANY BID**

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

**A. Section -1**

01. Schedule of Prices – Annexure “A” duly completed and signed.
02. Bid Security – Annexure “B”
03. Form of Bid – Annexure “D”
04. Manufacturer Authorization-Annexure “E”.
05. Letter of bid validity undertaking
06. Receipt of the Non-Refundable fee
07. Catalogues & brochures
08. Any other documents that the bidders deemed to attach.

**B. Section -2**

01. Copy of Business Registration
02. Documentary proof for recent supplies made to customers in similar magnitude
03. Name & the profile of the Bidder/Manufacturer
04. Letter of Authorization for signatory

All documents shall be in English Language.

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

**06. MANUFACTURER AUTHORIZATION**

Bids from the manufacturer, authorized agent, sub agent, representative or nominee representing manufacturer, will not be considered unless he/she hold the **Letter of Authorization from the manufacturer, empowering the authorized local agent to bid on his/her behalf, to enter into a valid contract on his/her behalf and to fulfil all the terms and conditions of the contract, in the event of the bid being awarded**

*Format of Manufacturer’s Authorization, as per Annexure “E”.*

*Nomination of an agent after the submission of bid will not be valid.*

**07. BID SECURITY**

Such Security shall be in the form of a Bank Draft or a Bank Guarantee issued by a Commercial Bank Operating in Sri Lanka with the valid licence issued by the monetary board of Sri Lanka (Central Bank) and payable to the Ceylon Petroleum Storage Terminals Limited, equivalent in value to Sri Lankan Rupees Eighty Thousand (**Rs. 80,000.00**). The bid Security shall be valid until **04.04.2019** and should be in accordance with the specimen **Annexure “B”**

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 Security of the unsuccessful bidders will be returned to them only after award of the tender to the successful bidder.

**08. OFFER VALIDITY**

Each Bid should be accompanied by a Bid validity undertaking that the offer will be valid until **07.03.2019** and that the offer will not be withdrawn during that period.

**09. SCHEDULE OF PRICES**

- a. Bidders shall provide the prices according to the prescribed forms of Schedule of Prices marked –“ **Annexure –A**”
- b. Offer not on the prescribed forms and in the manner required are liable for rejection.

**10. EVALUATION OF BIDS&INTIMATION OF ACCEPTANCE**

- a. 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.
- b. The Ceylon Petroleum Storage Terminal 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 DepartmentProcurement Committee reserves the right to make its own decision.
- c. The “CPSTL” DepartmentProcurement Committee will not be bound to make the award to the Bidder submitting the lowest bid.
- d. 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%	5%

for the purpose of evaluation and comparison of bids only, an amount equal to the respective preference 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.

- e. The “CPSTL” DepartmentProcurement Committee reserves the right to reject any or all Bids, or any part thereof, without adducing any reasons. The Department Procurement Committee may accept any or all Items of the offers and reserves the right to increase or decrease the quantities of furniture to be supplied for, at prices indicated in the Schedule of Prices.

- f. 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.
- g. The notice or acceptance of Bid will be sent by Registered Post to the successful Bidder to the address given by him in the Bid Document. Intimation of the acceptance of the Bid may alternatively, be made by Fax / e- Mail and such intimation should be considered as sufficient notice of acceptance.

## **11. PERFORMANCE SECURITY**

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

## **12. DELIVERY PERIOD**

**Supply of Office Furniture** should be done within two(02) months from the date of issue of Purchase Order. (Short delivery date is preferable)

## **13. WARRANTY**

The Bidders may specify the warranty terms, which they provide warranty for the furniture supplied. Such warranty shall not in any case be less than one year from the date of supply.

Any furniture which fail within the warranty period shall be replaced by the supplier in the event of failure of furniture under warranty the duration of warranty applicable to that component shall once again commence from the date of replacement.

The extended warranty period offered by the bidders will be considered in evaluation as per clause (10. d).

## **14. MODE OF PAYMENT**

Payment will be made thirty (30) days after delivery to the Manager (Stores), CPSTL, Oil installation, Kolonnawa.

**15. 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.

**16. GOVERNING LAW & JURISDICTION**

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

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

- a. A Bid is liable to be rejected forthwith if it is submitted by a Bidder who has, in the past, failed to perform satisfactorily his obligation in accordance with the Terms and Conditions of his contract with the Ceylon Petroleum Storage terminals Limited.
- b. If for any reason in the opinion of the Ceylon Petroleum Storage Terminals Limited the successful Bidder becomes incapable or unable to supply the furniture offered in his Bid, the Ceylon Petroleum Storage Terminals Limited shall have the right to obtain such furniture from other sources without being liable in any manner whatsoever, to the successful Bidder.
- c. If the successful Bidder, defaults in the supply or otherwise commits a breach or any of the provisions in the Contract with the Ceylon Petroleum Storage Terminals Limited for the **Supply of Office Furniture** according to the specification, he shall be liable to pay to the Ceylon Petroleum Storage Terminals Limited, all losses, damages and expenses incurred by the Ceylon Petroleum Storage Terminals Limited in consequence of such default or breach.
- d. If the successful Bidder, fails to deliver the goods as specified within delivery period his Performance Security will be forfeited.

**18. FURTHER INFORMATION:**

Any further information can be obtained on application to the undersigned on any working day, between 0800 hrs and 1630 hrs on Tel.0094-0112572156 or 5750764.

**Manager (Procurement)**

Procurement Function  
01<sup>st</sup> Floor, New Building  
Ceylon Petroleum Storage Terminals Limited  
Oil Installation  
Kolonnawa  
Wellampitiy



## **19. SPECIFICATIONS OF OFFICE FURNITURE**

**All furniture shall comply with ergonomic requirements (except for the furniture specification with dimensions)**

### **Clerical Table**

Approximate Size 152cm x 76cm x 77cm & Color Teak  
Minimum two drawers with one locker  
Material – Compressed Wood panels with laminated melamine surface  
Surface shall be scratch proof  
Specify Load Carrying Capacity  
Minimum one year warranty

### **Clerical Chairs**

Medium back & Revolving  
Fabric black cover & cushion  
Nylon plastic arm  
Height adjustable gas lift fitted with five castors wheels  
Minimum one year warranty

### **Dining chair**

Material – steel frame work  
Seat & backing wooden with cushion finish  
Surface coating - Matt finished  
Chair shall be good comfortable & light weight  
Minimum one year warranty

### **Single mattress**

Approximate bed Size 188cm x 90cm (75" x 36")  
Approximate thickness 150mm (6")  
Double layer with coir mattress  
Minimum one year warranty

### **Computer Chairs**

Low back & Revolving  
Fabric black cover & cushion  
Nylon plastic arm  
Height adjustable gas lift fitted with five castors wheel  
Minimum one year warranty

### **Executive Chairs**

High Back & Revolving  
Rexene black & cushion  
Height adjustable gas lift fitted with castors  
Nylon plastic arm with comfortable  
Minimum one year warranty

### **Four drawer steel filing cabinet**

Approximate Size 135cm x 47cm x 62cm  
Gauge 0.6mm steel cover  
Minimum four nos. drawers  
Hard steel frame work with good quality lock  
Minimum one year warranty

**Steel Cupboards (Amirah three doors)**

Approximate Size 182.5cm x 122cm x 46cm  
Good quality door lock with duplicate keys  
Minimum four racks in two compartments  
Hard steel frame work  
Gauge of steel 0.8mm -0.7mm  
Steel framed three hang door with lock  
Minimum one year warranty

**Visitor Chairs**

Medium height & stable (not adjustable& not revolving)  
Back rest upholstered in fabric or Rexene  
Nylon plastic arm  
Minimum one year warranty

**Steel Cupboards (Amirah two doors)**

Approximate Size 182.5cm x 90cm x 46cm  
Good quality door lock with duplicate keys  
Minimum four racks in two compartments  
Hard steel frame work  
Gauge of steel 0.8mm -0.7mm  
Steel framed double hang door with lock  
Minimum one year warranty

**Executive Table**

Approximate Size 183cm x 91cm x 77cm & Color Teak  
Minimum two drawers and locker  
Material – Compressed Wood panels with laminated melamine surface  
Surface shall be scratch proof  
Specify Load Carrying Capacity  
Minimum one year warranty

**Steel Lockers (Three compartments)**

Approximate Size 152cm x 106.5cm x 46cm (60" x 40" x18")  
Good quality door lock with duplicate keys  
Minimum four racks or shelves  
Hard steel frame work & three doors lockers  
Gauge of steel 0.8mm – 0.7mm  
Steel framed hung door (Approximate door size 30cm x 90cm-12" x 56")  
Minimum one year warranty

**Computer Table (Wooden)**

Approximate Size 120cm x 48cm x 79cm & Color Teak  
Main table with accessories holder  
Material – Compressed Wood panels with laminated melamine surface  
Surface shall be scratch proof  
Specify Load Carrying Capacity  
Minimum one year warranty

**Steel chair**

Material – steel frame work  
Seat & backing steel with structural frame  
Surface color coating with primer coat - Matt finished  
Chair shall be good comfortable & light weight  
Minimum one year warranty

**Visitor Chairs (Plastic)**

Medium height & stable (not adjustable & not revolving)  
Square type normal chair  
Material – plastic or fibber  
Plastic arm  
Minimum one year warranty

**Bunk bed**

Approximate bed Size 188cm x 90cm (75" x 36")  
Material – Use box iron (Minimum size 1" x 1") frame structure with G.I.net  
Should be apply paint with matt surface finish  
Minimum 02 nos. bed & Guard rail for upper bed  
Step ladder for upper bed  
Stable and no castors wheels  
Minimum one year warranty  
Best quality, good appearance with decoration good finish

**Clerical chair (Steel frame normal)**

Medium back & not revolving  
Rexene cover & cushion  
Material – Steel frame structure  
Arm & castor wheel are not included  
Minimum one year warranty

**Lobby Chairs**

Low height & stable (not adjustable)  
Two seats for one unit  
Material - Stainless steel  
Back rest & seat good comfortable  
Should be include s/s arm in both edge  
Minimum one year warranty

**Lobby Chairs**

Low height & stable (not adjustable)  
Three seats for one unit  
Material - Stainless steel  
Back rest & seat good comfortable  
Should be include s/s arm in edge  
Minimum one year warranty

**Glass stool**

Approximate Size 90cm x 50cm x 45cm & Color Teak  
Minimum two shelves or racks  
Material – Wooden  
Approximate 5mm thick. Glass on top of the stool  
Minimum one year warranty

**Clerical Table (Steel)**

Approximate Size 152cm x 76cm x 77cm & Color Grey  
Minimum two drawers with one locker  
Material – Steel frame work & Gauge 0.8mm – 0.7mm  
Surface top shall be include Rexene or equarlent  
Minimum one year warranty

**Clerical Chairs (Wooden)**

Medium back wooden frame structure  
Seat & back wooden with cushion  
Wooden arm with cushion cover  
Height not adjustable (stable)  
Minimum one year warranty

**Dining table (six (06)seated)**

Approximate Size 183cm x 92 cm x 79cm (72' x 36' x 31")  
Material – Table top wooden & steel structure  
Surface shall be scratch proof  
Surface coating by Formica board (not melamine board)  
Table good comfortable and light weight  
Minimum one year warranty

**Display Cupboards**

Approximate size 78 cm x 39cm x 196cm  
Heavy duty door handles with duplicate keys  
Minimum three racks in top & Two rack in bottom  
Double hung timber doors at bottom compartment  
Double hung glazed doors with timber frame at top compartment with magnet locks  
Finish - High quality molded edge & dark brown color  
Material – Compressed Wood panels with laminated melamine surface  
Minimum one year warranty

**Steel Cupboards**

Approximate size 182.5 cm x 122cm x 45cm  
Heavy duty door handles with duplicate keys  
Minimum four racks  
Hard steel frame work  
Gauge of steel 0.8mm – 0.7mm  
Steel framed double hung door with Chromium plated lock  
Minimum one year warranty

**Cluster Table (four in One)**

Minimum Size 120cm x 76cm x 75cm to be one table in fourth  
Minimum three drawers & used melamine board  
Material – Compressed Wood panels with laminated melamine surface  
Steel, fiber and timber support frame work & fabricating  
Fabric side board surface & one nos. of shelves in top  
Shall be include four nos. of unit in one cluster table  
Specify Load Carrying Capacity & Easily fixing  
Minimum one year warranty

**SCHEDULE OF PRICES**

<b>S/No</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price (Rs.)</b>	<b>Total Value (Rs.)</b>
01	Clerical Tables	80 Nos.		
02	Clerical Chairs	119 Nos.		
03	Dining Chairs	83 Nos.		
04	Single Mattresses	58 Nos.		
05	Computer Chairs	46 Nos.		
06	Executive Chairs	13 Nos.		
07	Four drawer cupboard	19 Nos.		
08	Three doors cupboard	11 Nos.		
09	Visitor Chairs	64 Nos.		
10	Two doors steel cupboard	15 Nos.		
11	Executive Tables	16 Nos.		
12	Steel lockers(three doors)	37 Nos.		
13	Computer table	26 Nos.		
14	Steel Chairs	32 Nos.		
15	Visitor Chairs(plastic)	16 Nos.		
16	Bunk bed	05 Nos.		
17	Clerical chairs(Normal)	25 Nos.		
18	Lobby chair(2 seats)	01 Nos.		
19	Lobby chair(3 seats)	01 Nos.		
20	Glass Stool	01 Nos.		
21	Clerical table (Steel)	10 Nos.		
22	Clerical chair (Normal)	06 Nos.		
23	Dining table(six seater)	02 Nos.		
24	Display cupboard	02 Nos.		
25	Steel cupboard	02 Nos.		
26	Cluster table(four in one)	03 Nos.		
	NBT (If applicable)			
	Less Discount (If any)			
	<b>Total Value</b> Exclusive VAT			
	VAT (If applicable)			
	<b>Total Value Inclusive VAT</b>		By figure	
			By words	

**VAT Registration No.:** .....

**Name of Bidder :** .....

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

**Brand Name :** .....

**Name of Manufacturer:**.....

**Warranty Period :** .....

.....  
Date

.....  
Signature of Bidder

.....  
Company Stamp

**FORM OF BID SECURITY**

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**BOND NUMBER** :.....  
**DATE** :.....  
**SUM GUARANTEED** :.....

To :

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

Dear Sir,

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

Whereas the Authority has invited the Bidder and other persons to complete Bids in similar terms for the supply of .....and works associated (hereinafter called “the Bid”) in accordance with such invitation, the Bond shall provide security to the Authority that the Bider 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 Bidder and the Surety in writing:
- (ii) In the event of the Tender by the Authority, the date upon which the Bid 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.

Contd.....02

- (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 Bidder has withdrawn his Bid during the Bid period, or
  - (ii) the Bidder has failed to provide a performance security to the Authority in accordance with the terms of the contract between them upon acceptance of the Bid.

No alteration in the terms of the Bidder, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Bid on the part of the Authority, nor any objection from the Bid 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 Bid.

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 Bidder.....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 :.....

To:

Chairman
Department Procurement Committee
Ceylon Petroleum Storage Terminals Limited
C/o Procurement Manager
1st Floor, New Building
Oil Installation
Kolonnawa

Dear Sir,

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

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you
with a Bank Guarantee by a bankwith a valid licence issued by the monitory board of Sri Lanka
(Central Bank) for the sum specified therein as security for compliance with his obligations in
accordance with the Contract.

And whereas we have agreed to give Contractor such a Bank Guarantee.

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

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

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

Contd.....02

This Guarantee shall be valid until 60 days from the date of confirmation of the Bid for the **Bid For Supply of Office Furniture to CPSTL Oil Installation, Kolonnawa.**

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

Name of the Bank :.....

Address of the Bank :.....

Date :.....

Witness :.....

**FORM OF BID**

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

From:

.....  
.....  
.....  
.....

Sir,

- A-1 Having familiarized ourselves with the formal request for instruction to Bidders and Conditions of contract for **Supply of Office Furniture to CPSTL Oil Installation, Kolonnawa**. we offer to complete the whole of said services in conformity with the said document.
- A-2 Unless and until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.
- A-3 We understand you are not bound to accept the lowest or any Bid you may receive.
- A-4 The Bid we are offering is complete and fulfills the requirements discussed in the Bid document.
- A-5 We agree to abide by this Bid for the period of hundred and twenty six (120) days from the date of opening of the Bid. Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6 We agree to be bound by the Bid, Bidding Conditions and Performance Guarantee.
- A-7 We affirm that the said items will be delivered within ..... (.....) months after we receive notice acceptance of our Bid from the CPSTL.
- A-8 We offer the lump sum fixed price of Sri Lanka Rupees ..... (in ..... figures) ..... (In words) for supply, of ..... as detailed out in this Bid document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Departmental Procurement Committee to reject this offer or to accept.

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

Signature .....  
in the capacity of .....  
..... duly authorized to sign  
Bidders for and on behalf of:

Name :  
.....

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

Company Stamp

Witnesses:

1. Signature: .....  
Name: .....  
Address: .....

2. Signature: .....  
Name: .....  
Address: .....

**FORMAT OF MANUFACTURER'S AUTHORIZATION**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: .....

Tender No.: .....

To: Chairman – 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.....  
.....  
.....[insert full address of Manufacturer's factories], do hereby authorize .....  
.....[insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us .....  
[Insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby confirm goods offered are in good condition & conforming to the specifications as mentioned in **Annexure 'A'**.

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

Company Address:

.....  
.....  
.....

.....  
Company Stamp

Title: .....

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

Date : .....

**FORM OF AGREEMENT**

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

.....  
This contract agreement is made and entered into this ... day of ..... 2018 between the Ceylon Petroleum Storage Terminals Limited incorporated under the provisions of the conversion of public corporation or Government owned business undertaking into public companies Act No.2 of 1987 and Companies Act No.07 of 2007, having its registered office at Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka (hereinafter called and referred to as the “CPSTL” which terms of expression as herein used shall where this context so requires and admits mean & include the CPSTL & its successors & assigns) as one part and *[insert complete name of the supplier]*, having its registered office at *[insert address of the supplier]* and their authorized agent, *[insert complete name and address of the authorized agent]* ( hereinafter called the “Supplier” which terms of expression as herein used shall where this context so requires and admits mean & include the Supplier & its successors & assigns) as the other part.

WHEREAS the CPSTL invited bids for certain goods and ancillary services, viz., **Supply of Office Furniture to CPSTL Oil Installation Kolonnawa** – Reference tender no: KPR/ 93/2018 (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 total price in words and figures]* + *[insert SL Rs price in words and figures]* (hereinafter called and referred to as “the Contract Price”), and the remedying of any defects therein.

The CPSTL & the Supplier agree as follows;

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Contractor’s Scope of Work hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part of this contract agreement.
  - Letter of acceptance dated *[insert the date of the letter of acceptance]*
  - The bid dated *[insert the date of the bid]*
  - The technical specifications of the bid
  - The terms & conditions of the bid
  - The completed schedules of the bid
  - The supplier's proposals and original Price Schedule

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

In witness whereof the parties hereto have caused this agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year aforementioned.

**For and on behalf of the Supplier**

**For and on behalf of CPSTL**

.....

.....

Authorized Signature of the Supplier

Authorized Signature of CPSTL

(COMMON SEAL)

(COMMON SEAL)

In the presences of witness:

1. Name & NIC No    : .....

Signature            : .....

Address              : .....

2. Name & NIC No    : .....

Signature            : .....

Address              : .....

**COMPLIANCE / DEVIATIONS SHEET**

Please mark “✓” if complied with the tender requirement or mark “X” if there is any deviation and indicate the deviation in the cage provided.

<b>S/N</b>	<b>Specification / Condition</b>	<b>Complied</b>	<b>Deviations</b>
<b>01.</b>	Validity Period of Bid as per ITB clause 08		
<b>02.</b>	Bid Security as per ITB clause 07		
<b>03.</b>	Manufacturer’s Authorization/ Letter of Authorization as per ITB clause 06		
<b>04.</b>	Duly filled, stamped & signed Schedule of Prices as per Annexure “A”		
<b>05.</b>	Duly filled, stamped & signed Form of Bid as per Annexure "B", submitted		
<b>06.</b>	Compliance with Performance Security as per COC clause 09, in case of award.		
<b>07.</b>	Compliance with Contract Agreement as per Annexure “G”, in case of award.		
<b>08.</b>	Compliance with Mode of Payment as per COC clause 11, in case of award		
<b>09.</b>	Compliance with other clauses of COC		
<b>10.</b>	Valid copy of Certificate of Business Registration issued by the Registrar of Companies in Sri Lanka, submitted, if required		
<b>11.</b>	Bid validity undertaking letter.		
<b>12.</b>	The warranty offered, submitted by a covering letter		
<b>13.</b>	All other documentary requirements/details as requested on ITB & Specifications submitted		

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

**(Company Seal)**