



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT NATIONAL COMPETITIVE BIDDING (NCB)

SUPPLY OF MARINE QUALITY PAINTS & THINNER

TENDER REF NO: KPR/43/2023

INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

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

TEL : +94-11-2572156/ +94-11-5750764
FAX : +94-11-2572155
E-Mail : procure@cpstl.lk



INVITATION FOR BIDS (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

SUPPLY OF MARINE QUALITY PAINTS & THINNER

TENDER REF NO: KPR/43/2023

The Chairman, Department Procurement Committee (Minor) on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya hereby invites sealed bids for the **Supply of Marine Quality Paints & Thinner**.

Bidding will be conducted through **National Competitive Bidding procedure**.

Interested parties may refer the bidding document (*only for viewing purpose*) and obtain necessary information through the websites www.cpstl.lk and the original bidding documents in English language (full set) could be obtained from the undersigned or via email on submission of a written request (*the request letter shall be on the company letter head and signed by an authorized person*) during working days between **0900 hrs. and 1400 up to 09.10.2023**, upon payment of a non-refundable bidding document fee of **Sri Lankan Rupees Four thousand (LKR 4,000.00)**, 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

Bids shall be submitted on the bidding document issued by the Procurement Function-CPSTL and the original of the duly filled bids may be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee (Minor), C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. on 10.10.2023**. Late bids will be rejected.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bids in **PDF format** via email to tenders@cpstl.lk **to reach** on or before **1400 hrs. on 10.10.2023**, at their own discretion. The original bid document

shall be securely kept to be submitted to the Manager Procurement when requested, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

Bids will be closed at 1400 hrs. on 10.10.2023 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. Only one authorized member of respective bidder is allowed to participate /witness the tender opening procedure.

Bids shall be valid up to 26.12.2023, from the date of opening of the bid.

Bids shall be accompanied by a **bid security of Sri Lankan Rupees One hundred & twenty thousand (LKR 120,000.00), which shall be valid until 23.01.2024**, from the date of opening of the bid.

Bidders shall register themselves at the Department of Registrar of Companies www.drc.gov.lk (e-ROC) in accordance with the Public Contracts Act. No 3 of 1987.

Clarifications (if any) shall be sought from the Manager Procurement on **Tel: +94-11-2572156/ +94-11-2547238, Fax: +94-11-2074299, Email: procure@cpstl.lk**.

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

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1 INSTRUCTIONS TO BIDDERS (ITB)

1.1 INTRODUCTION

The Chairman, Department Procurement Committee (**DPC**) (Minor), on behalf of the Ceylon Petroleum Storage Terminals Limited (**CPSTL**), Oil Installation, Kolonnawa, Wellampitiya will receive sealed bids for the **Supply of Marine Quality Paints & Thinner**, conforming to the Terms & Conditions given under this bidding document.

Bidding will be conducted through **National Competitive Bidding (NCB) procedure**.

CPSTL will make the payment as per the terms of Mode of Payment, COC clause 2.4 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.

ELIGIBLE BIDDERS:

- a) All bidders shall possess legal rights to supply the goods under this contract.
- b) A bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these bidding documents.
- c) A bidder blacklisted/suspended by CPSTL or any other state institute at the date of submission of bids or at the date of contract award, shall be disqualified

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. Schedule of Prices | - Schedule "A" |
| 05. Form of Bid | - Annexure "A" |
| 06. Format of Bid Security Guarantee | - Annexure "B" |
| 07. Format of Performance Security Guarantee | - Annexure "C" |
| 08. Format of Contract Agreement | - Annexure "D" |
| 09. Format of Manufacturer's Authorization | - Annexure "E" |
| 10. Format of Signature Authorization Letter | - 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 ISSUING OF BIDDING DOCUMENTS

Interested parties may refer the bidding document (*only for viewing purpose*) and obtain necessary information through the websites www.cpstl.lk and the original bidding documents in English language (full set) could be obtained from the undersigned or via email on submission of a written request (*the request letter shall be on the company letter head and signed by an authorized person*) during working days between **0900 hrs. and 1400 hrs. up to 09.10.2023**, upon payment of a non-refundable bidding document fee of **Sri Lankan Rupees Four thousand (LKR 4,000.00)**, per document.

Payment of the non-refundable bidding document fee is a compulsory requirement and all bids shall be forwarded only on the bidding documents purchased from CPSTL.

Bidders are requested to inspect the bidding document, which is available on www.cpstl.lk (*only for viewing purpose*), prior to purchase and once it is purchased, bidding document fee is not refundable for any reason whatsoever.

On receipt of non-refundable bidding document fee to CPSTL account, bidding documents (full set) will be issued by Procurement Function via email.

1.4 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION

Bidders shall produce a valid copy of the Certificate of Incorporation issued by the Registrar of Companies of Sri Lanka together with the bid.

Any of the following party who wishes to submit a bid, shall register himself at the Department of Registrar of Companies www.eroc.drc.gov.lk (e-ROC) as per the Public Contracts Act, No. 03 of 1987 for every public contract value exceeding Sri Lankan Rupees **Five million (LKR 5,000,000)**.

1. An agent, sub-agent, representative or nominee must be registered **prior to the closing of the Bid/Tender.**
2. If the tender applicant and the tenderer is the same party he must be registered prior to the **award of the tender.**

However, this registration will be verified by CPSTL at the preliminary evaluation of Bids. In case of failure to meet this legal requirement, the bid shall be rejected.

Contact details of the Registrar: Department of Registrar of Companies, "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 / Tel.: +94-11-2689208 / +94-11-2689209 / Email: registrar@drc.gov.lk (Contact details may vary from actuals & CPSTL does not take any responsibility in this regard).

1.5 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 any documents/details requested under **Section I** along with the bid will result in the bid being rejected.

Section I

1. **Proof of Public Contract Registration** - as per ITB clause 1.5 (*if applicable*) (*CPSTL will verify the registration in the e-ROC system, whether or not submitted the PCA-03 certificate*).
2. **Signature Authorization Letter** - Specimen format as per Annexure "F" - as per ITB clause 1.8.
3. **Bid Security** for a minimum sum of **Sri Lankan Rupees One hundred & twenty thousand (LKR 120,000.00)**, which shall be valid minimum until **23.01 2024** - as per ITB clause 1.17.
4. Duly completed, signed, stamped & dated **Manufacturer's Authorization Letter** (on Manufacturer's letter head) – Specimen format as per Annexure "E" - as per ITB clause 1.18.
5. Original of the duly completed, signed, stamped & dated **Schedule of Prices** - Schedule "A" - as per ITB clause 1.19.
6. Original of the duly completed, signed, stamped & dated **Form of Bid** - Annexure "A" as per ITB clause 1.20.

Section II

7. Detailed profile of the manufacturer and Country of Origin and Country of Manufacture of the product.
8. Detailed profile of the company of the bidder (*if the manufacturer is not the bidder*).
9. Detailed profile of the manufacturer accredited export agent abroad (*if applicable*).

10. A copy of Certificate of Incorporation/company registration - as per ITB clause 1.5.
11. Detailed product catalogues and Material Safety Data Sheets (MSDS).
12. Past supply records (customer reference list) along with those supplied within Sri Lanka (if any) or other country, for the last 05 years together with supply details.
13. Completed Compliance/Deviations sheet - Annexure "F".
14. All other details and documentary requirements as requested under this bid.

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

1.6 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 MARINE QUALITY PAINTS & THINNER - KPR/43/2023 - CLOSING DATE: 10.10. 2023**" 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 (Minor)
C/o Manager Procurement
Procurement Function
01st Floor, New Building
Ceylon Petroleum Storage Terminals Limited
Kolonnawa, Wellampitiya.**

If the outer envelope is not sealed and marked as required above, the CPSTL will assume no responsibility for the bid being misplaced or premature opening.

A local firm acting as accredited agent for more than one manufacturer or accredited 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.

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

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.

Clarifications can be made through email address procure@cpstl.lk

1.7 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.

Format of Signature Authorization Letter - Annexure "E" is attached.

1.8 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.

1.9 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.

1.10 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

Bidders may modify, substitute or withdraw their bids after submission, provided that written notice of the modification, substitution or withdrawal is received by the DPC, prior to the dead line 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 MARINE QUALITY PAINTS & THINNER - KPR/43/2023 - CLOSING DATE: 10.10.2023"**.

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 bid 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, or by email to tenders@cpstl.lk, not later than the deadline for submission of bids

In case of submission of bid modifications, substitutions and withdrawal notices by email, the original notices shall be securely kept to be submitted to the Manager Procurement-CPSTL, when requested.

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.

1.11 CLOSING OF BIDS

Bids enclosed, sealed, marked & addressed as aforesaid shall be sent by post/courier under registered cover or sealed cover **to reach**,

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

not later than 1400 hrs. on 10.10.2023 or could deposit in the tender box kept at the at the main entrance of CPSTL.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bidding documents in **PDF format** via email to tenders@cpstl.lk **to reach** on or before **1400 hrs. on 10.10.2023**, subject to following conditions.

1. Submission of the bid via email is at own discretion of the bidder.
2. However, if the bidder wishes to submit a bank guarantee or a bank draft as the bid security (*Other than a direct deposit to the CPSTL bank account*), original bank guarantee/ draft shall be sent or hand deliver to reach above mentioned address not later than **1400 hrs. on 10.10.2023**.
3. The title and the closing date of the tender shall be indicated as the subject of the email.
4. Size of an email (with attachment) shall be limited to the maximum of 20 MB. In case the size of an attachment exceeds 20 MB, the bidder is requested to split the attachments and send as separate emails (i.e., 01 of 03, 02 of 03, 03 of 03 etc.,).
5. Direct links to other sites/ shared folders (e.g., Google Drive) are strictly not accepted.
6. Do not CC/BCC to any other official/personal email IDs of CPSTL staff.
7. E-mails shall be sent well in advance enabling CPSTL to get such bids printed & sent to the bid opening table in time.
8. The original bid document shall be securely kept to be submitted to the Manager Procurement when requested, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

Bids will be closed at **1400 hrs. on 10.10. 2023.**

1.12 DEADLINE FOR SUBMISSION OF BIDS

The Chairman, DPC must receive bids as specified under ITB Clause 1.12 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.

1.13 LATE BIDS

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

1.14 OPENING OF BIDS

Bids will be opened immediately after the closing date and time fixed for receipt of bids at,

**The office of Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Oil Installation
Kolonnawa, Wellampitiya.**

or such other place as arranged if the Manager Procurement's Office is not available.

The Bid Opening Committee (BOC) as appointed by the DPC, will open the bids in the presence of the authorized representatives of the bidders who chose to attend. Only one authorized member of respective bidder is allowed to participate/witness the tender opening procedure. 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.

1.15 MINIMUM VALIDITY PERIOD OF BIDS

All bids shall necessarily be valid for acceptance **minimum until 26.12.2023 [77 days]**. Bidders shall however, clearly indicate the maximum period that their bids would be valid. **A bid valid for a shorter period shall be rejected by the DPC as non-responsive.**

All prices indicated in the schedule of prices, Schedule "A" shall be firm & shall not be subject to any price variation within the period of validity stated above.

In exceptional circumstance, prior to the expiration of the bid validity period, the DPC may request bidders to extend the period of validity of their bids for a specified additional period.

The request and the bidders' responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of the bid and the validity of the bid security for the period of the extension, and in compliance with ITB Clause 1.17 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.

1.16 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/counter guarantee issued 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 Lankan Rupees One hundred & twenty Thousand (LKR 120,000.00)** or

- iii) in the form of direct deposit to the CPSTL bank account *(details given below)* **for a minimum sum of Sri Lankan Rupees One hundred & twenty Thousand (LKR 120,000.00)**. *(Payment receipt (Bank Slip) shall be submitted along with the bid. Reference details of the bidder [Bidder's Name, Bid Number: KPR/43/2023] should be stated on the receipt. Payment shall be debited to CPSTL account on or before the closing time of the bids. Reimbursement of the bid securities arranged as direct cash deposits to CPSTL bank account, will only be paid in Sri Lankan Rupees as cheque payments).*

CPSTL bank account details

**Ceylon Petroleum Storage Terminals Ltd
A/C No.004-1-001-9-0208672
Corporate Banking Division
People's Bank.**

The bid security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **minimum until 23.01.2023 [77+28 days]**.

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

Failure to submit the bid security at the time, or before the closing of the bids, and in accordance with the above said requirements, and in the format provided (in case of bank guarantee) will result in the bid being rejected.

In exceptional circumstance, prior to expiry of the period of validity of the bid, the DPC may request from the bidders to extend the period of validity of their bid securities for a specified additional period as described in ITB clause 1.16. 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.

1.17 LETTER OF MANUFACTURER’S AUTHORIZATION

Bids from the accredited 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 “E” is attached.

Bidder shall furnish the Letter of Manufacturer’s Authorization as per the format Annexure “E” from the manufacturer. Also, he shall submit a Letter of Authorization from the manufacturer accredited export agent abroad, **(if applicable)**.

In case of an award the agreement will be signed and the purchase order will be placed with the accredited 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.

1.18 SCHEDULE OF PRICES

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.

Bids not submitted on the prescribed form and in the manner required will be rejected.

1.19 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/performance the services in accordance with the said conditions in the manner therein set out.

Bidders shall submit duly filled & signed **Form of Bid (Annexure "A")** along with the bid.

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

1.20 PRELIMINARY EXAMINATION OF BIDS

The DPC will examine the bids to determine whether they are completed, any computational errors have been made, whether the documents have been properly signed, and the bids are generally in order. The DPC may, at its discretion call clarifications from bidders.

The request for clarification and the response shall be in writing within short period from the clarifications and no change in the price or substance of the bid shall be sought, offered or permitted.

Bidders shall promptly response to any query raised by the DPC by Fax/Email on the bid made by them at the evaluation stage of bids. Failure to response for these queries will be subject to rejection of bid.

1.21 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.

1.22 EVALUATION OF BIDS

The DPC will carry out a detailed evaluation to determine whether the technical aspects are properly addressed and the substantial responsiveness of the bids, which are selected at the preliminary examination.

The detailed evaluation methodology will comprise:

1.22.1 TECHNICAL REQUIREMENTS:

Specifications and supporting technical catalogues in compliance with CPSTL requirement, including the information/ details requested under ITB clause 1.6. All bids conform to the terms, conditions and specifications of the bidding document will be considered as substantially responsive bids.

1.22.2 FINANCIAL EVALUATION:

Only the bids determined to be substantially responsive will be financially evaluated and compared.

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. In addition to above, the following factors will also be considered in the evaluation.

- ✓ Quality & durability of the offered product
- ✓ Past supply records of the offered make
- ✓ Delivery schedule
- ✓ Availability of after sales services.

Award will be made to the substantially responsive lowest evaluated bid.

1.23 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.

1.24 AWARDING CRITERIA

Subject to ITB clauses 1.23, CPSTL will 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.

1.25 NOTICE OF ACCEPTANCE

Acceptance of the bid will be communicated as the **LETTER OF AWARD** 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.

1.26 SOURCE OF FUNDS

The contract is financed by funds of Ceylon Petroleum Storage Terminals Limited.

1.27 ETHICS, FRAUD AND CORRUPTION

Parties associated with procurement actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process.

Officials shall refrain from receiving any personal gain from any procurement action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the Bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

2 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 by issuing the Letter of Award, shall furnish at his own expense a performance security, in one of following forms within fourteen (14) days from the date of Letter of Award. 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/counter guarantee issued by a recognized commercial bank operating in Sri Lanka

(The bank shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka))

and payable to CPSTL on demand, in a minimum sum **equivalent to 10% of the total contract value (inclusive taxes) of the accepted bid**, or

- iii) in the form of direct deposit to the CPSTL bank account **for a minimum sum equivalent to 10% of the total contract value (inclusive taxes) of the accepted bid** *(Reimbursement of the bid securities arranged as direct cash deposits to CPSTL bank account will only be paid as cheque payments).*

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

In an event of submitting the performance security after fourteen (14) days from the date of Letter of Award, the date of completion of the order (delivery date) will be brought forward by the number of days delayed.

If the successful bidder fails to furnish a valid performance security as aforesaid and within twenty-eight (28) days from the date of Letter of Award, CPSTL has right to cancel the award and forfeit the bid security to place the name of the successful bidder in the list of defaulting suppliers.

Further the successful bidder shall be liable for any losses, costs, expenses & damages, which CPSTL may sustain in consequence of such failure. 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.

Official Purchase Order shall be released only after the receipt of the performance security. The performance security shall be in favor of CPSTL and shall be unconditionally encashable on demand by CPSTL and **shall be valid for a period not less than ninety-one (91) days beyond the scheduled delivery 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 "D".

2.3 DELIVERY SCHEDULE

Below quantities out of the total requirement shall be ready to be issued/delivered to CPSTL **within eight (08) weeks** from the date of the Purchase Order.

S/N	Description	Qty -Ltrs
01	Jolacote universal or equivalent - Aluminium Red	360
02	Jolacote universal or equivalent - Grey	360
03	Barrier 77 or equivalent - Grey	100
04	Penguard Top coat - Black 099 or equivalent	100
05	Penguard Top coat - White 001 or equivalent	100
06	Hard top xp - Orange Ral 2004 or equivalent	100
07	Thinner for above paints	To be decided

Items will be collected from the supplier's point by CPSTL/shall be delivered to CPSTL time to time, when required within a period of three (03) weeks from the date of first issue/delivery.

Total requirement could be vary by $\pm 10\%$ to $\pm 20\%$ according to the real-time requirement of the project and the payment will be done on actual basis.

2.4 MODE OF PAYMENT

Payment will be made within a period of one (01) month after the successful completion of the order as per the terms and conditions of the contract.

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

2.5 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.

2.6 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 1/300th 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, if the item is 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.

2.7 DEFAULTS BY SUCCESSFUL BIDDER

If for any reason, in the opinion of CPSTL, the successful bidder 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 successful bidder.

If the successful bidder, defaults in the supply or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the supply 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.

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.

2.8 PATENT INFRINGEMENT

supplier shall defend any and all infringement suits in which CPSTL is made a defendant, alleging patent infringement on items purchased from him. 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.

2.9 CONTRACT NOT TO BE SUBLET

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.

2.10 SUPPLIER'S STANDARD CONDITIONS OF SALE

Supplier's standard conditions of sale, usually printed on the quotation/invoice or in a separate format will not be accepted. The terms & conditions of this bidding document of CPSTL shall prevail.

2.11 CONTRACT ADMINISTRATION

Administrator to this contract is the Operations Manager (OFO), CPSTL.

2.12 FORCE MAJEURE

Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion, Revolution, Insurrection, Military power, Earthquake, Plagues or Tsunami, the bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals or connected with the supplier.

2.13 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.

2.14 FURTHER INFORMATION

Any other information or clarification required could be obtained from the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya on any working day, between 0900 hrs. and 1600 hrs. before the closing date of the bid.

Telephone : +94-11-2572156/ +94-11-2547238

Facsimile : +94-11-2074299

Email : procure@cpstl.lk

The Chairman
Department Procurement Committee (Minor)
C/o Manager Procurement

**Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa, Wellampitiya.**

..... 2023

3 SCOPE OF SUPPLY AND SERVICES AND SPECIFICATIONS

3.1 SCOPE OF SUPPLY AND SERVICES

- 3.1.1 Supply of marine quality paints for full painting of 8.5m Dia. BUOY after carrying out overhauling work at the dry dock at Colombo dockyard.
- 3.1.2 Supply of paints shall be in accordance with the original paint scheme given under the specifications below and type offered should have equivalent properties of original paint. Any deviation/quality improvement of the offered product has to be clearly specified.
- 3.1.3 Product data of paints to be provided along with bid and to be comply with latest standards of marine paints.
- 3.1.4 The expected duration of the buoy repair work (for paint requirement) is October – December 2023.
- 3.1.5 Quality control inspection services have to be provided during the period of painting.

Other conditions

- Warranty conditions to be specified
- The manufacturing date of paints shall be within three (03) months from the date of supply.
- Items shall be issued/delivered to CPSTL as requested on COC Clause 2.3. Total requirement could be vary by $\pm 10\%$ to $\pm 20\%$ according to the real-time requirement of the project and the payment will be done on actual basis.

3.2 SPECIFICATIONS

3.2.1 **Operating Conditions of the buoy:**

The buoy is a tanker mooring buoy at a SPM system anchored at mid sea off Colombo for carrying out Oil tanker unloading operations.

The major overhauling is done in every 5-6 years and steel is protected only by anodes and paint during the period of operation.

3.2.2 **Sea water properties at surrounding area of the valve:**

Temperature, Maximum : 32⁰ C
Temperature Minimum : 18⁰ C
Water densities : 1025.0 kg/m³
Salinity : 34.75%
Current (max) : 0.52m/s

3.2.3 **Main Zones of the buoy to painted**

Submerged Zone Area 150m³ (Approx.) - fully blast and cleaned with grit to SA2.5 and apply 3 coatings as per the scheme.

Emerged Zone Area 600m³ (Appox.) - fully blast and cleaned with grit to SA2.5 and apply 4 coating as per the Scheme.

Internal Buoy area 750m³ (Appox.)

- only cleaned with brushing and does the touchup work for damaged areas and only apply full top coating for entire area.

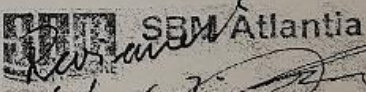
- Original paint scheme given by the buoy manufacturer is as below (Table - 1)

8.5 Meter Buoy 17820 Painting Procedure
8.5 米单点 17820 涂装工艺

Jotun paint will be used for 8.5 Meter Buoy 17820.

序号 No.	部位 Position	油漆 Painting No.	干膜厚度 DFT	合计 Total	颜色 Color	备注 Remark
1	水下部分 Submerged Zone Buoy	通用耐蚀环氧漆 Jotacote Universal	150	450	红色 Aluminum Red	
		通用耐蚀环氧漆 Jotacote Universal	150		灰色 Grey	
		纯环氧面漆 Penguard Topcoat	150		黑色 099 Black 099	Rev.2
2	水上部分 Emerged Zone Buoy	环氧富锌底漆 Barrier 77	50	350	灰色 Grey	
		通用耐蚀环氧漆 Jotacote Universal	125		红色 Aluminum Red	
		通用耐蚀环氧漆 Jotacote Universal	125		灰色 Grey	
		Hardtop XR 脂肪族聚氨酯面漆	50		红橙色 Orange Ral 2004	
3	单点内部 Internals Buoy	环氧富锌底漆 Barrier 77	50	350	灰色 Grey	
		通用耐蚀环氧漆 Jotacote Universal	125		红色 Aluminum Red	
		通用耐蚀环氧漆 Jotacote Universal	125		灰色 Grey	
		纯环氧面漆 Penguard topcoat	50		白色 001 White 001	

APPENDIX 1: Paint Manufacturer Data Sheet



Rev. 001
Blas Di For
NOV. 24, 2018
Jeremy Ang

16/29

- Total Requirement of the paint as follows,

S/N	Description	Qty -Ltrs
01	Jolacote universal or equivalent - Aluminium Red	360
02	Jolacote universal or equivalent - Grey	360
03	Barrier 77 or equivalent - Grey	100
04	Penguard Top coat - Black 099 or equivalent	100
05	Penguard Top coat - White 001 or equivalent	100
06	Hard top xp - Orange Ral 2004 or equivalent	100
07	Thinner for above paints	To be decided

- Picture of the buoy



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4 SCHEDULES

SCHEDULE "A"

4.1 PRICE SCHEDULE

Item No	ITEM DESCRIPTION	QTY. Ltr.	UNIT PRICE (LKR)	TOTAL VALUE (LKR) Excl. Taxes
01	Jolacote universal or equivalent - Aluminium Red	360		
02	Jolacote universal or equivalent - Grey	360		
03	Barrier 77 or equivalent - Grey	100		
04	Penguard Top coat - Black 099 or equivalent	100		
05	Penguard Top coat - White 001 or equivalent	100		
06	Hard top xp - Orange Ral 2004 or equivalent	100		
07	Thinner for above paints	To be decided		
TOTAL VALUE (LKR) Exclusive Taxes				

Total Price Exclusive Taxes :

SSCL *(If applicable)* :

Total Price Exclusive VAT :

VAT *(If applicable)* :

VAT Reg. No. :

Total Price Inclusive VAT :

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

• Delivery Period up to CPSTL :
(Minimum requirement as per COC clause 2.3)

• Country of Origin/Manufacture:

Cont...

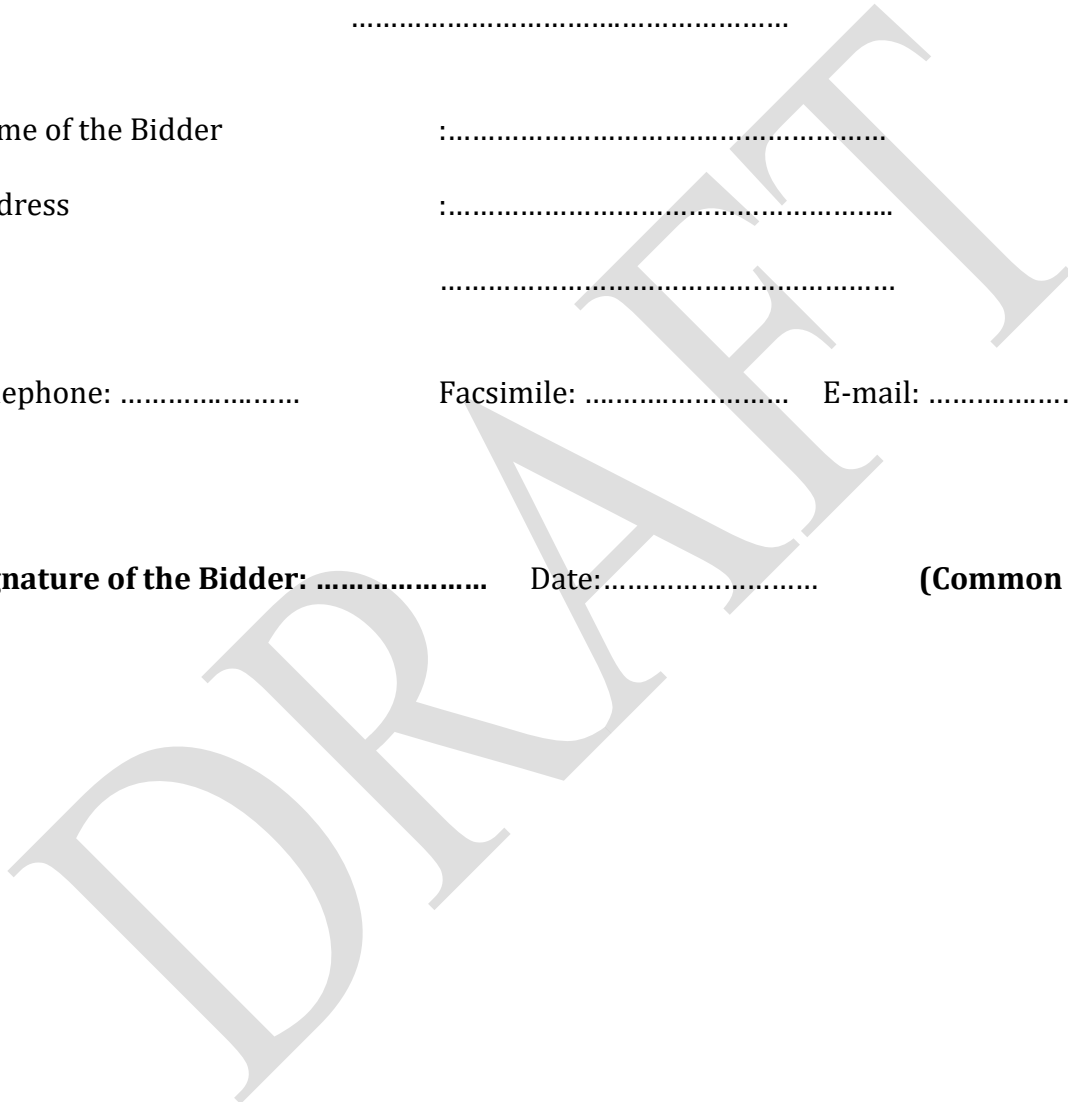
Name & Address
of the Manufacturer :.....
.....
.....

Name of the Bidder :.....

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

Telephone: Facsimile: E-mail:

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



DRAFT

5 ANNEXES

5.1 FORM OF BID

The Chairman
 Department Procurement Committee (Minor)
 C/o Manager Procurement
 Procurement Function
 01st Floor, New Building
 Ceylon Petroleum Storage Terminals Limited
 Oil Installation
 Kolonnawa, Wellampitiya.

Dear Sir,

BID FOR THE SUPPLY OF MARINE QUALITY PAINTS & THINNER

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the SUPPLY OF MARINE QUALITY PAINTS & THINNER – Tender Ref No: KPR/43/2023 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' 2023**. 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 and the schedule within the time specified.
- A-7** I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance bond (in case of a bank guarantee) contained in Annexure "C" and confirm our compliance with the said performance security in the event of award of bid.
- A-8** I/We affirm that the said items will be delivered to CPSTL **within weeks** period from the date issue of the Purchase Order.
- A-9** If our bid is accepted, we commit to accept the COC clause 2.4; 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 (Minor), Ceylon Petroleum Storage Terminals Limited.

Cont....

A-11 I/We offer the total price of

..... *[insert total LKR price in figures exclusive VAT as shown in Schedule A]*

..... *[insert total LKR price in words exclusive VAT as shown in Schedule A]* and

for the SUPPLY OF MARINE QUALITY PAINTS & THINNER 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 of****2023** *[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 Seal)

Witnesses:

1. Signature:

2. Signature:

Name:

Name:

Address:

Address:

.....

.....

5.2 FORMAT OF BID SECURITY GUARANTEE

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

.....
[insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]

Beneficiary: Ceylon Petroleum Storage Terminals Limited,

Date: *[insert (by issuing agency) date]*

Bid Guarantee No: *[insert (by issuing agency) number]*

Sum Guaranteed: *[insert (by issuing bank) the amount of the bank guarantee in figures & in words]*

We have been informed that*[insert (by issuing agency) the name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated*[insert (by issuing agency) date]* (hereinafter called "the Bid") for the SUPPLY OF MARINE QUALITY PAINTS & THINNER under Tender Reference No: KPR/43/2023 ("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 2024)]*

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)

5.3 FORMAT OF PERFORMANCE SECURITY GUARANTEE

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

.....

[insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]

Beneficiary: Ceylon Petroleum Storage Terminals Limited

Date: *[insert (by issuing agency) date]*

Performance Guarantee No.: *[insert (by issuing agency) number]*

Sum Guaranteed: *[insert (by issuing bank) the amount of the bank guarantee in figures & in words]*

We have been informed that*[insert (by issuing agency) name of the Supplier]* (hereinafter called "the Supplier") has entered into Contract No. KPR/43/2023 dated*[insert date of bid]* with you, for the SUPPLY OF MARINE QUALITY PAINTS & THINNER under Tender Reference No: KPR/43/2023 (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 the day of, 2023 [*Insert (by issuing agency) date, ninety one (91) 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)
ANNEXURE "D"

5.4 FORMAT OF CONTRACT AGREEMENT – KPR/43/2023

THIS CONTRACT AGREEMENT is made and entered into at Colombo on the ... day of
2023

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 Numberand 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 MARINE QUALITY PAINTS & THINNER – Tender Ref No: KPR/43/2023" 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
- The Suppliers Bid dated *[insert the date of the bid]*
- Original Price Schedules
- Letter of Award 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 Supplier

For and on behalf of CPSTL

.....
 Authorized Signature of the Supplier
(Common Seal)

.....
 Authorized Signature of CPSTL
(Common Seal)

In the presences of witness:

In the presences of witness:

Name :

Name :

NIC No :

NIC No :

Signature :

Signature :

Address :

Address :

.....
.....

.....
.....

ANNEXURE "E"

5.5 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 typed 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 MARINE QUALITY PAINTS & THINNER**

Tender Ref : **KPR/43/2023**

To: The Chairman
Department Procurement Committee (Minor)
C/o Manager Procurement
Procurement Function
01st Floor, New Building
Ceylon Petroleum Storage Terminals Limited
Oil Installation
Kolonnawa, Wellampitiya.

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.

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:

ANNEXURE "F"

5.6 FORMAT OF SIGNATURE AUTHORIZATION

[The Bidder shall fill in this Form in accordance with the instructions indicated. This letter of signature authorization shall be typed on the letterhead of the bidder and shall be signed by the Proprietor/Partner(s)/Chairman/ Director(s) of the company and affixed by the common seal of the company. Particulars proving the ownership of the company/ Board of directors shall be submitted along with this Signature Authorization Letter]

Date: *[insert date]*

Name of Tender: SUPPLY OF MARINE QUALITY PAINTS & THINNER

Tender Ref : KPR/43/2023

To: The Chairman
Department Procurement Committee (Minor)
C/o Manager Procurement
Procurement Function
01st Floor, New Building
Ceylon Petroleum Storage Terminals Limited
Oil Installation
Kolonnawa, Wellampitiya.

WHEREAS

We, *[insert complete name of the bidder]*, having registered office at..... *[insert full address of the bidder]*, do hereby authorize following person to represent the company in submitting the bid for SUPPLY OF MARINE QUALITY PAINTS & THINNER, and if successful, to sign the respective agreement/contract, and to subsequently negotiate, with CPSTL.

Name *[insert name of the authorized person to sign the bid/contract]:*

Signature *[insert signature of the authorized person who sign the bid/contract]:*

Designation *[insert designation of the authorized person who sign the bid/contract]:*

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

Authorized Officer of the bidder *[Name]:*

Capacity *(Proprietor/Partner/Chairman/Director):*

Signature:

Company Seal (Rubber Stamp)

Date:

ANNEXURE "G"

5.7 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 1.17, submitted		
04.	Letter of Manufacturer's Authorization as per ITB clause 1.18, and Annexure "E", submitted		
05.	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.19 and Schedule "A", submitted		
06.	Duly filled, stamped & signed Form of Bid as per ITB clause 1.20 and Annexure "A", submitted		
07.	Compliance with 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 Delivery Schedule as per COC clause 2.3, in case of award		
10.	Compliance with Mode of Payment as per COC clause 2.4, in case of award		

Signature of the Bidder:

Date:.....

(Common Seal)