



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT INTERNATIONAL COMPETITIVE BIDDING (ICB)

SUPPLY OF CARBON STEEL GATE VALVES IN DIFFERENT SIZES

TENDER REF NO: KPR/26/2024

INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT AND SCOPE OF SUPPLY & TECHNICAL SPECIFICATIONS

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

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

SUPPLY OF CARBON STEEL GATE VALVES IN DIFFERENT SIZES

TENDER REF NO: KPR/26/2024

The Chairman, Department Procurement Committee (Minor) on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from the Internationally reputed Manufacturers or their Accredited Export Agents abroad or Accredited Local Agents in Sri Lanka for the **Supply of Carbon Steel Gate Valves in Different Sizes**.

Country of origin and manufacture of the valves shall be Europe, Japan, Canada, South Korea or USA.

Bidding will be conducted through **International Competitive Bidding procedure** (*Eligible local bidders may also submit their bids as appropriate*).

Interested parties may refer the bidding document (**only for viewing purpose**) and obtain necessary information through the websites www.cpstl.lk or www.dgmarket.com 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. Sri Lanka local time (GMT+5:30) up to Monday, 20th May 2024**, upon payment of a non-refundable bidding document fee of **Sri Lankan Rupees Seven thousand (LKR 7,000.00) or United States Dollars Twenty five (USD 25.00)**, per document. In case of USD transfer, proof of remittance of the money transfer shall be submitted to the CPSTL on or before **Monday, 20th May 2024**.

Bidders are requested to inspect the bidding document prior to purchase and once it is purchased, bidding document fee is not refundable for any reason whatsoever

A **Pre bid meeting** will be held with the prospective parties or their authorized representative/s to clarify any matters relating to the document at **1000 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 30th April 2024** via video conferencing method. Interested parties shall send their request to participate the Pre-bid meeting to email procure@cpstl.lk at or before **1600 hrs. Sri Lanka local time (GMT+5:30) on Monday, 29th April 2024**, in order to send the link to the meeting.

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, Sri Lanka or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 21st May 2024**. 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. Sri Lanka local time (GMT+5:30) on Tuesday, 21st May 2024**, 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. Sri Lanka local time (GMT+5:30) on Tuesday, 21st May 2024 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 06.08.2024, from the date of opening of the bid.

Bids shall be accompanied by a **bid security of Sri Lankan Rupees Two hundred and Fifty thousand (LKR 250,000.00) or United States Dollars Eight hundred and fifty (USD 850.00), which shall be valid until 03.09.2024**, 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
Sri Lanka.**

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01. INSTRUCTIONS TO BIDDERS (ITB)

DUPLICATE

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, Sri Lanka will receive sealed bids from Manufacturers or their Accredited Export Agents abroad or Accredited Local Agents in Sri Lanka for the **Supply of Carbon Steel Gate Valves in Different Sizes**, conforming to the Terms & Technical Specifications indicated in Section 03 and the Terms & Conditions given under this bidding document.

Country of origin and manufacture of the valves shall be Europe, Japan, Canada, South Korea or USA.

Bidding will be conducted through **International Competitive Bidding (ICB) procedure** (*Eligible local bidders may also submit their bids as appropriate*).

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

CPSTL will make the payment as per the terms of Mode of Payment, COC clause 2.7 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 that is under a declaration of ineligibility by the National Procurement Agency (NPA)/ National Procurement Commission (NPC), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA/NPC, www.npa.gov.lk/ www.nprocom.gov.lk & www.treasury.gov.lk
- d) A bidder blacklisted/suspended by CPSTL, at the date of submission of bids or at the date of contract award, shall be disqualified.
- e) The valve manufacturer shall have at least 10 years' Experience in manufacturing of carbon steel gate valves in requested largest size or in higher size with specified standards. Proof documents such as purchase orders and the list of purchasers in last 10 years shall be submitted with the bid. Failure to submit proof documents with the bid will result in the bid being rejected.

1.2 CONTENTS OF BIDDING DOCUMENT

Bidding document consists of the following

- | | | |
|-----|--|------------------|
| 01. | Invitation for Bids | |
| 02. | Instructions to Bidders (ITB) | |
| 03. | Conditions of Contract (COC) | |
| 04. | Scope of Supply and Technical Specifications | |
| 05. | Schedule of Prices | |
| | • Foreign Supply basis | - Schedule "A-1" |
| | • Local Supply basis | - Schedule "A-2" |
| 06. | Form of Bid | |
| | • Foreign Supply basis | - Annexure "A-1" |
| | • Local Supply basis | - Annexure "A-2" |
| 07. | Format of Bid Security Guarantee | - Annexure "B" |
| 08. | Format of Performance Security Guarantee | - Annexure "C" |
| 09. | Format of Contract Agreement | - Annexure "D" |
| 10. | Format of Manufacturer's Authorization | - Annexure "E" |
| 11. | Format of Signature Authorization Letter | - Annexure "F" |
| 12. | 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 or www.dgmarket.com 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. Sri Lanka local time (GMT+5:30) up to Monday, 20th May 2024**, upon payment of a non-refundable bidding document fee of **Sri Lankan Rupees Seven thousand (LKR 7,000.00) or United States Dollars Twenty five (USD 25.00)**, per document.

In case of USD transfer, bidders could remit **United States Dollars Twenty five (USD 25.00)**, as the nonrefundable bidding document fee, directly to the CPSTL bank account given below. Proof of remittance of the money transfer shall be submitted (via email: procure@cpstl.lk) to the CPSTL on or before **1400 hrs. Sri Lanka local time (GMT+5:30) Monday, 20th May 2024** and also the payment shall be remitted to CPSTL account at or before **1400 hrs. Sri Lanka local time (GMT+5.30) on Monday, 20th May 2024**. {All applicable bank charges (local & overseas) shall be borne by the applicant/remitter and exactly USD 25.00 shall be remitted to CPSTL account after all bank charges}.

Original bidding document will be handed over to the authorized local agent (*if any*) or will be emailed to the bidder upon receipt of the said non-refundable bidding document fee to the CPSTL bank account.

A/C Holder : Ceylon Petroleum Storage Terminals Limited
A/C No : 074733828 US\$
SWIFT : BCEYLKLX
Branch Code : 7010
Bank & Branch : Bank of Ceylon
Corporate Branch
Head Office, Head Office Building
No. 04, Bank of Ceylon Mawatha
Colombo 01
Sri Lanka.

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 or www.dgmarket.com (***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 PRE-BID MEETING

A pre-bid meeting will be held with the prospective parties or their authorized representative/s to clarify any matters relating to the bidding document at **1000 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 30th April 2024** via video conferencing method. Interested parties shall send their request to participate the pre bid meeting to email procure@cpstl.lk at or before **1600 hrs. on Monday, 29th April 2024**, in order to send the link to the meeting.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage by the bidders.

The bidder is requested to submit any queries/clarification/information pertaining to bidding documents by e-mail to procure@cpstl.lk, so as to reach CPSTL on or before **Monday, 29th April 2024**. Queries/ Clarifications/ Information sought in any other manner shall not be responded to.

CPSTL responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible to all bidders as indicated in ITB Clause 1.10.

All costs incurred in attending to this pre-bid meeting will have to be borne by the bidder.

1.5 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION

Local bidders and local agents in Sri Lanka submitting the bid on behalf of the Manufacturer/Manufacturer accredited export agent abroad, shall register themselves with the Registrar of Companies and shall produce a valid copy of the Certificate of Incorporation issued by the Registrar of Companies of Sri Lanka together with the bid. In case of a Foreign Supply basis offer, a copy of the respective company registration of principal bidder also shall be forwarded along with the bid.

Any 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).

1.6 DOCUMENTS AND DETAILS TO ACCOMPANY BID

All bids shall contain adequate particulars in respect of the items offered. Bidders' must furnish all the required documents/details given below for evaluation purposes and failure to furnish 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 Two hundred fifty thousand (LKR 250,000.00) or United States Dollars Eight hundred fifty (USD 850.00)**, which shall be valid minimum until **03.09.2024** - 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-1/A-2" - as per ITB clause 1.19.
6. Original of the duly completed, signed, stamped & dated **Form of Bid** - Annexure "A-1/A-2" 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. Detailed profile of the accredited local agent (*if applicable*).
11. A copy of Certificate of Incorporation/company registration - as per ITB clause 1.5.
12. Name of the proposed Third-Party Inspection Company and the location of inspection - as per COC clause 2.3.
13. A certificate from the manufacturer for the manufacturer's warranty with conditions of warranty - as per COC clause 2.4.
14. Original of internationally published manufacturer's complete descriptive and illustrative catalogue/ literature/ brochures and technical catalogues pertaining to the product offered.

15. Detailed dimensioned, cross section drawing with each size of valve being offered with parts/material list, weight etc. as manufacturer's/API/other relevant applicable standard.
16. Drawings for valves giving major salient dimensions.
17. Valve data sheets, Installation, operation and maintenance instructions/manuals, Materials of construction, Pressure and other tests to be carried out.
18. Past supply records of same or similar type valves to major projects during past ten (10) years period shall be submitted with reference details and proof documents such as purchase orders. Failure to submit with the offer will be a cause to reject the bid.
19. Copy of certificate of Authority to use official monogram of API.
20. List of any special tools required for the installation, maintenance of the valves, which are to be provided along with the items.
21. Certification from the manufacturer that the valves offered are all of models currently in manufacture and not prototypes or obsolete models.
22. List of recommended spare parts with itemized prices for five (05) years operation.
23. Completed Technical Specifications-as per Section 03-Technical Specifications.
24. Completed Compliance/Deviations sheet - Annexure "G".
25. All other details and documentary requirements as requested under this bid.

All documentation/correspondence/catalogues/literatures shall be furnished in English language and the units shall be SI system.

1.7 SEALING, MARKING & SUBMISSION OF BID

Bids shall be submitted in duplicates as per the conditions specified in this bidding document. The original & duplicate copy of the bid shall be placed in separate envelopes marked "**ORIGINAL**" & "**DUPLICATE**". In the event of any discrepancy between the original and duplicate, the original shall govern. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "**BID FOR THE SUPPLY OF CARBON STEEL GATE VALVES IN DIFFERENT SIZES - KPR/26/2024 - CLOSING DATE: 21ST MAY 2024**" 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
Sri Lanka.**

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.

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

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

1.8 SIGNATURE AUTHORIZATION

Bidders shall incorporate a **Signature Authorization Letter** along with their bids, which is authorizing a person to represent the company in submitting the bid, and if successful, to sign the respective agreement/contract with CPSTL. The letter shall be signed by the Proprietor/Partner(s)/Director(s) of the company and the person who signs the bid on behalf of the company and shall be affixed by the common seal of the company (*This letter shall be produced on the company letter head*). Particulars proving the ownership of the company/ Board of directors shall be submitted along with the Signature Authorization Letter.

Failure to submit the Signature Authorization Letter at the time or before the closing of the bids, and in accordance with the above said requirements will result in the bid being rejected.

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

1.9 FORMAT & SIGNING OF BID

The original and the duplicate of the bids shall be typed, or written in indelible ink, and shall be signed by the person/s duly authorized by the bidder. All pages of the bid except for un-amended printed literature shall be initialled by the person signing the bid.

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

1.10 AMENDMENTS/CLARIFICATIONS OF BIDDING DOCUMENT

The Chairman, DPC reserves the right to issue amendments to the bidding document if and when deemed necessary up to seven (07) days prior to the deadline for submission of bids.

A prospective bidder requiring any clarification regarding the provisions or terminology of the bidding document shall notify the CPSTL in writing by hand or post to the mailing address which is indicated in ITB Clause 1.7 or by email to procure@cpstl.lk, on or before the date of the pre-bid meeting given in ITB clause 1.4. Similarly, if a bidder feels that any important provision is unacceptable, such objection shall be raised at this stage.

The CPSTL will respond in writing by post and/or by email to any such request for clarifications, modifications, objections or complaints that are received on or before the date of the pre-bid meeting. Copies of the CPSTL's response will be sent by post and/or by email to prospective bidders who have collected bidding documents, including description of the inquiry but without identifying its source, within seven (07) days prior to the closing of the bid.

Questions and answers will not form part of the bidding document or contract; answers shall not constitute legally binding representation. If arising from a question, it becomes necessary to vary the bidding document, and then an addendum will be issued in accordance with the above procedure.

All correspondence shall be addressed to the mailing address or email address which are indicated above and shall not be personally addressed to any officer. Such correspondence shall not be entertained and shall be considered as a disqualification.

Where a bidder has not sought any clarifications/information such bidder shall be deemed to have accepted the bidding document in full.

1.11 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

Bidders may modify, substitute or withdraw their bids after submission, provided that written notice of the modification, substitution or withdrawal is received by the 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 CARBON STEEL GATE VALVES IN DIFFERENT SIZES - KPR/26/2024 - CLOSING DATE: 21ST MAY 2024**".

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.

1.12 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
Sri Lanka.**

not later than 1400 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 21st May 2024 or could deposit in the tender box kept 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. Sri Lanka local time (GMT+5:30) on Tuesday, 21st May 2024**, 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. Sri Lanka local time (GMT+5:30) on Tuesday, 21st May 2024**.

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. Sri Lanka local time (GMT+5:30) on Tuesday, 21st May 2024.**

1.13 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.

1.14 LATE BIDS

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

1.15 OPENING OF BIDS

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

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

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

The Bid Opening Committee (BOC) as appointed by the DPC, will open the bids in the presence of the authorized representatives of the bidders who chose to attend. Only one authorized member of respective bidder is allowed to participate/witness the tender opening procedure. Also the authorized representatives of the bidders may be allowed to participate/witness the bid opening procedure via video conferencing method (i.e., MS TEAMS). Video meeting Link will be sent to the prospective bidders who have collected the bidding documents. 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.

1.16 MINIMUM VALIDITY PERIOD OF BIDS

All bids shall necessarily be valid for acceptance **minimum until 06.08.2024**. 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-1/A-2" 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.

1.17 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 Two hundred Fifty thousand (LKR 250,000.00) or United States Dollars Eight hundred and fifty (USD 850.00), or**

iii) in the form of direct deposit to the CPSTL bank account **only in Sri Lankan Rupees** *(details given below)* **for a minimum sum of Sri Lankan Rupees Two hundred fifty thousand (LKR 250,000.00).** *(Payment receipt (Bank Slip) shall be submitted along with the bid. Reference details of the bidder [Bidder's Name, Bid Number: KPR/26/2024] 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, Sri Lanka.

The bid security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **minimum until 03.09.2024.**

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.

1.18 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.

In the event that the bidder is the manufacturer, the Letter of Manufacturer's Authorization is not required. However, he shall issue a Letter of Authorization to the accredited agent in Sri Lanka, ***(if applicable)***.

In the event that the bidder is the manufacturer accredited export agent abroad, he shall furnish the Letter of Manufacturer's Authorization as per the format Annexure "E" from the manufacturer. Also, he shall issue a Letter of Authorization to the accredited agent in Sri Lanka, ***(if applicable)***.

In the event that the bidder is the accredited agent in Sri Lanka, he 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, The DPC accepts an offer on Foreign Supply basis, the agreement will be signed with the bidder/accredited agent in Sri Lanka. In such scenario purchase order will be placed and the L/C will be opened in favor of the principal supplier (Manufacturer/Manufacturer accredited export agent abroad).

In case, the DPC accepts an offer on Local Supply basis, 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.

1.19 SCHEDULE OF PRICES

Foreign Supply Basis - (Schedule of Prices - Schedule A-1)

Offered Prices shall be in the form of Schedule of Prices; marked Schedule "A-1" given in the bidding document and the bidder is required to duly sign and return the same together with the Proforma invoice.

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

Details of other charges in Sri Lankan Rupees along with all applicable taxes, shall be disclosed in the appropriate column/s of the schedule of prices as in the Schedule "A-1".

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

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

Local Supply Basis - (Schedule of Prices - Schedule A-2)

Offered Prices shall be in the form of Schedule of Prices; marked Schedule "A-2" 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.

1.20 DECLARATION

Bidders shall declare that they had read the conditions and that they make the bid in compliance with, and subject to all the conditions thereof, and agree to execute the contract/perform the services in accordance with the said conditions in the manner therein set out.

Bidders shall submit duly filled & signed **Form of Bid**,

i) Annexure "A-1" (If offered on **Foreign Supply basis**)

ii) Annexure "A-2" (If offered on **Local Supply basis**)

along with the bid.

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

1.21 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.

1.22 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.

1.23 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:

1.23.1 TECHNICAL REQUIREMENTS:

Specifications and supporting technical catalogues in compliance with Technical Specifications given in Section 03 of this bidding document, 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.

1.23.2 FINANCIAL EVALUATION:

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

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

Evaluation will be done on total Delivered at Site price basis. Bids received on Foreign Supply basis will be converted in to Delivered at Site price by adding Customs Duties, Taxes (i.e., CESS, PAL, VAT, etc.,) Surcharges, Computer & other charges, Port Authority & handling charges, Wharf clearing charges & any other prevailing charges to be incurred by CPSTL for the clearance of goods from the custom/port.

Those who are eligible for import tax concessions shall indicate the same clearly in detail with relevant certifications. In such case, a bank guarantee covering the total concession amount with validity of six (06) weeks longer than delivery period shall be submitted along with the bid. The bank guarantee will be released only after clearance of cargo from Sri Lanka Customs. If not, standard prevailing tax rates will be applied in the evaluation of bids. Also, DPC reserves the right to evaluate bids on item wise price or lump sum basis & make split orders/single order considering the economic benefit to CPSTL provided such split orders are acceptable to the bidder/s selected by DPC.

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

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

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

1.24 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.

1.25 AWARDING CRITERIA

In case of Foreign Supply basis offers, the DPC reserves the right to award the contract and place the order on either of FOB basis and to arrange freight through Ceylon Shipping Corporation Limited (CSCL) or their nominated freight forwarder and to arrange marine insurance through any local insurance company or CFR basis and to arrange marine insurance through any local insurance company or CIF basis *(In case of CFR/CIF basis award, the successful bidder shall submit a copy of the freight payment receipt received from the freight agent at the time of shipment, in order to confirm the freight charges quoted in the bid).*

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.

1.26 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, Sri Lanka.

1.27 SOURCE OF FUNDS

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

1.28 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.

02. CONDITIONS OF CONTRACT (COC)

DUPLICATE

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 in Sri Lankan Rupees (LKR) or in quoted foreign currency, or**

- iii) in the form of direct deposit to the CPSTL bank account **only in Sri Lankan Rupees for a minimum sum equivalent to 10% of the total contract value (inclusive taxes) of the accepted bid in Sri Lankan Rupees (LKR)** *(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).*

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 from the date of anticipated handing over date of after successful delivering to CPSTL.**

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 INSPECTION & TESTING

Every valve and its components shall be subjected by the manufacturer/supplier to all the mandatory tests and checks called for in the respective codes/data sheets/ specifications (to be submitted by the manufacturer after letter of award).

Third party inspection of material test certificates of valves and Hydrostatic testing as per API 598 shall be carried out by a reputed Independent third party Inspection Company approved by CPSTL at the manufacturer's factory for randomly selected valve samples.

The cost involved for this Inspection shall be disclosed in the appropriate columns of the schedule of prices as in the Schedule "A-1/A-2".

Following supplementary documentation shall be certified by the third party inspection company.

- i. NDE records;
- ii. Pressure test / leak test (Valve seat and Fugitive) & other test reports, (including pressure, test duration, test medium and Acceptance Criteria)
- iii. Coating/Plating certification
- iv. Material test certification

Original report which is signed & stamped by the third-party inspector, shall be sent prior to deliver the equipment, to CPSTL and CPSTL in return will send the "**LETTER OF ACCEPTANCE TO SHIP/DELIVER**" back to the supplier within seven (07) days after receipt of the original inspection report/certificate.

Shipment/delivery shall be made only after the receipt of the "LETTER OF ACCEPTANCE TO SHIP/DELIVER" from the CPSTL. In case of a Foreign Supply basis offer, a copy of this letter shall be submitted to the bank with the original shipping documents. This term also will be included in the Letter of Credit as a condition.

CPSTL shall have full authority to reject any material or workmanship of any equipment or component which does not in the opinion of the CPSTL Engineers or Certifying Authority comply with the relevant standards and other specifications.

2.4 WARRANTY

Supplier shall give a manufacturer's warranty for all the equipment supplied for a minimum period of **twelve (12) months** from the date of delivery to CPSTL.

Warranty conditions shall be clearly indicated in the bid. Any defect found during this warranty period shall be attended to by the supplier at his own cost (labour & spare parts) and any defective parts shall be replaced with new parts free of Charge.

2.5 DISPATCH/PACKING/ PREPARATION FOR SHIPMENT

Supplier shall arrange most suitable arrangements including followings for safe transportation to protect the valve internals and gasket surfaces during shipment. Valves shall be protected from rust, corrosion and any mechanical damage during Transportation, handling shipment and storage. The packages shall be sea-worthy.

2.5.1 Valves shall be dry, clean and free from moisture, dirt and loose foreign materials of any kind.

2.5.2 Machined or threaded surface should be coated with easy removable rust preventive coating.

2.5.3 Valves should be shipped with gate closed and each end of flange face of valves shall be protected with wood, metal or plastic cover (end caps). End protectors to be used on flange faces shall be attached by at least three bolts or wiring through bolt holes and shall not be smaller than the outside diameter of the flange.

2.6 DELIVERY SCHEDULE

Items shall be delivered to reach CPSTL **within Twenty (20) weeks** from the date of establishment of the Letter of Credit/ issue of the Purchase Order.

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

2.7 MODE OF PAYMENT

2.7.1 FOREIGN SUPPLY BASIS

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

Any bank charge incurred in amending L/C terms at the request by the supplier, he shall be required to bear such charges. L/C opening charges shall be borne by the applicant and all other charges outside the country. In case the beneficiary requires a confirmed LC, confirmation charges shall be borne by the beneficiary. However, CPSTL will not assure the issuance of a confirmed LC. Details of the LC issuing bank in Sri Lanka could be given upon request.

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

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

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

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

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

2.7.2 LOCAL SUPPLY BASIS

Payment shall be paid after the successful completion of the total order as per the terms and conditions of the contract.

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

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

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

2.8 SHIPPING DOCUMENTATION

Foreign Supply Basis

Immediately after the consignment is shipped, the supplier shall send an e-mail to procure@cpstl.lk stating the name of the vessel with relevant details. Also, within three (03) days from the date of the Bill of Lading, a copy set of following shipping documents shall be sent by e-mail to procure@cpstl.lk.

- I. Clean on board, freight prepaid/freight to collect (*as per award*) Bills of Lading (B/L) in favour of Sri Lankan bank nominated by CPSTL, showing destination as Colombo and notifying party as Ceylon Petroleum Storage Terminals Limited.
- II. Commercial Invoices, showing FOB, Marine Insurance, Sea Freight and CIF value (*according to INCOTERMS 2020*) separately (*as per award*).
- III. Packing List.
- IV. Country of Origin.
- V. Copy of the "LETTER OF ACCEPTANCE TO SHIP/DELIVER" issued by CPSTL.
- VI. Copy of the freight payment receipt received from the freight agent, in case the shipment has been dispatched on CFR/CIF basis.

It is the responsibility of the supplier to submit the documents complied with LC terms to the bank & make them available at the nominated bank in Sri Lanka in time. In case of cargo demurrage/detention charges/shipping guarantee charges incurred due to delay in submitting LC complied documents to the bank, the supplier is held liable for such charges.

2.9 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.

2.10 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 1/400th 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.

2.11 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 *(In case of failure/default on foreign supply basis bid, the Local Agent, the Foreign Principal & the Manufacturer shall be suspended and in case of failure/default on Local Supply Basis bid, the Local bidder shall be suspended).*

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 CONTRACT ADMINISTRATION

Administrator to this contract is the Engineering Manager, CPSTL.

2.17 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.

2.18 FURTHER INFORMATION

Any other information or clarification required could be obtained from the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka on any working day, between 0900 hrs. and 1600 hrs. Sri Lanka local time (GMT+5:30) 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
Sri Lanka.**

08th April 2024

03. SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS

DUPLICATE

3 SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS

3.1. GENERAL

- 3.1.1. Supplier shall quote in strict accordance with the, technical specifications and all other enclosures to the requisitions. Deviations to the specifications and other enclosures of the requisitions, if any, shall be sought by the supplier as explained in clause 3.4.1.1.
- 3.1.2. Country of origin of carbon steel gate valves shall be Europe, Japan, Canada, South Korea or USA.
- 3.1.3. All codes and standards for manufacture, testing, inspection etc. shall be of latest editions.
- 3.1.4. This specification establishes the technical requirements for Carbon steel gate valves to be used for handling refined petroleum liquid hydrocarbon products (Petrol, Diesel, Kerosene, Jet A-1, Naphtha and Fuel Oil).
- 3.1.5. This specification covers the minimum requirements for the design, manufacture, assembly, inspection, testing, certification & delivery of manual operated Carbon steel gate valves complete with all accessories.

3.2. SCOPE OF SUPPLY

- 3.2.1. Quantities of Carbon steel gate valves shall be supplied as follows.

#	Valve Type	Valve Size	Quantity
1.	Carbon Steel Gate Valve	3 inch Diameter.	30
2.	Carbon Steel Gate Valve	10 inch Diameter.	25
3.	Carbon Steel Gate Valve	12 inch Diameter.	12

- 3.2.2. All relevant testing reports certified by the reputed third-party inspection company.
- 3.2.3. Manufacturer's warranty for all the equipment supplied.
- 3.2.4. Any special tools required for the installation, maintenance shall be supplied.

3.2.5. Operation, workshop, maintenance & service and spare parts manuals in English language. This shall include a set of reproducible and two sets of hard copies and soft copies.

3.3. DOCUMENTATION

3.3.1. All documents shall be in English language and units shall be in SI system.

3.3.2. Vendor shall arrange to retain documents in his works as stipulated in API-6D.

3.3.3. In addition, Vendor shall arrange to submit following documents with the offer

- i. Manufacturer's complete descriptive and illustrative catalogue/ literature.
- ii. Detailed dimensioned, cross section drawing with each size of valve being offered with parts/material list, weight etc. as manufacturer's /API/other relevant applicable standard.
- iii. Drawings for valves, giving major salient dimensions.
- iv. Valve data sheets, Installation, operation and maintenance instructions/manuals Materials of construction, Pressure and other tests to be carried out.
- v. Past supply records of similar type valves to major projects during past ten (10) years period shall be submitted with reference details. Failure to submit with the offer will be a cause to reject the bid.
- vi. The supplier should forward the copy of certificate of Authority to use official monogram of API.

3.3.4. Following supplementary documentation certified by the reputed third-party inspection company approved by CPSTL is required to provide as given below,

- i. NDE records;
- ii. Pressure test / leak test (Valve seat and Fugitive) & other test reports, (including pressure, test duration, test medium and Acceptance Criteria);
- iii. Coating/Plating certification;
- iv. Material test certification;

3.4. TECHNICAL SPECIFICATIONS

3.4.1. Design and Construction

3.4.1.1. Valves shall be designed, manufactured, tested inspected and marked as per the manufacturing standard, design code and standards (latest edition) indicated in the respective valve technical specifications. Any conflict between the requisition, enclosure, specification sheets and referred standard codes shall be brought to the notice of CPSTL for clarification, but generally spec sheets and enclosures of the requisition including subject notes shall govern. No deviation to specification/Standards shall be permitted through supplier drawing approval. Approval of drawing shall be valid only for design features.

3.4.1.2. The valves should be of outside screw and York type with rising stem non rising hand wheel, bolted bonnet and with solid or flexible wedge type plain gate and should conform to followings.

3.4.1.3. Valve Design

Standards	: API 600, API 6 D.
Face to Face Dimensions	: API 6D & ASME B 16.10
Pressure Class	: ASME B16.34 Class 150LB
Flow Direction	: Both Directions
End Connection	: Flanges of valves shall be integral (except forged valves) with the valve body. Flange shall be serrated finish Raised Face as per ASME B16.5.
Body / Bonnet Connection	: Bolted Bonnet
Stem	: Rising Stem
Stem Position	: Vertical
Lifting Eyes	: Required only for 10" and 12" valves. The valve manufacturer shall verify the suitability of the lifting points for the complete valve and operator assembly.
Locking Facility	: Lock in the open and/or closed position only for 10" and 12" valves.
Operation	: Non rising hand wheel
No of turns of the hand wheel for open/close	: Shall be user friendly, ergonomically designed, Manufacture to decide

3.4.1.4. Valve materials and workmanship.

Body	: ASTM A216 WCB
Cover/Bonnet	: ASTM A216 WCB
Seat and Wedge facing	: 13% Chromium Steel
Gaskets	: Fluoroelastomer/Graphite
Trim	: Trim material should be specified and should conform to API 600 normal trim material (supplier should forward manufacturer's

certificate conforming the same).

Gland Packing	: Graphite packing
Fasteners	: ASTM A193 Gr. B7 & ASTM A194 Gr. 2H or Equivalent
External Coating	: UV and weather resistant corrosion protection coating

3.4.1.5. Body of the valve shall be as good workmanship.

3.4.1.6. Valve markings, symbols, abbreviations etc. shall be in accordance with API 6D, ANSI/MSS-SP-25 or the standard referred in specification sheet as applicable. Manufacturers name, valve rating, material designation, nominal size, direction of flow, (if any) etc. shall be integral on the body.

3.4.1.7. The valve shall be maintainable on line, without having a need to remove the valve body from the piping system.

3.4.2. Inspection and testing

3.4.2.1. Valves components shall be subjected by the manufacturer/supplier to all the mandatory tests and checks called for in the respective codes/ specifications (to be submitted by the manufacturer after award of PO).

3.4.2.2. The list of such tests shall include the following as a minimum:

- i. Visual inspection of all the valves
- ii. Dimensional check on all valves.
- iii. Hydrostatic test – Shell Test, Backseat Test, High pressure closure Test

3.4.2.3. All valves shall be tested in accordance with API 598 and as per data sheet.

3.4.2.4. Third party inspection of material test certificates of valves and Hydrostatic testing as per API 598 shall be carried out by the by reputed third party inspection company for randomly selected samples as follows.

Item	Description	No of valves to be tested
1.	3 inch Diameter	Randomly selected five valves
2.	10 inch Diameter	Randomly selected Half of quantity
3.	12 inch Diameter	Randomly selected Half of quantity

- 3.4.2.5. Third Party Pre-shipment Inspection shall be arranged by the supplier by one of the following third-party inspection institutions.
- i. SGS
 - ii. BV
 - iii. Lloyds
 - iv. ABS
 - v. TUV
 - vi. DNV

3.4.2.6. Please refer COC clause 2.4 for addition information

3.4.3. Dispatch/Packing/Preparation for Shipment

- 3.4.3.1. Supplier shall arrange most suitable arrangements including followings for safe transportation to protect the valve internals and gasket surfaces during shipment. Valves shall be protected from rust, corrosion and any mechanical damage during Transportation, handling shipment and storage. The packages shall be sea-worthy.
- 3.4.3.2. Valves shall be dry, clean and free from moisture, dirt and loose foreign materials of any kind.
- 3.4.3.3. Machined or threaded surface should be coated with easy removable rust preventive coating.
- 3.4.3.4. Valves should be shipped with gate closed and each end of flange face of valves shall be protected with wood, metal or plastic cover (end caps). End protectors to be used on flange faces shall be attached by at least three bolts or wiring through bolt holes and shall not be smaller than the outside diameter of the flange.

3.4.4. After Sales Service/ warranty

- 3.4.4.1. Supplier shall give a manufacturer's warranty for all the equipment supplied by him for a minimum period of **twelve (12) months** from the date of delivery (from the date of received to CPSTL).
- 3.4.4.2. Warranty conditions shall be clearly indicated in the bid. Any defect found during this warranty period shall be attended to by the supplier at his own cost (labour & spare parts) and any defective parts shall be replaced with new parts free of Charge.

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

(Common Company Seal)

3.5. COMPLIANCE / DEVIATIONS SHEET FOR TECHNICAL SPECIFICATIONS

The bidder shall indicate whether the required specifications are met by them by marking **(Yes)** if it meets the requirements/comply and **(No)** if it is not, in front of each requirement/specification in the relevant cell. Variations and/or deviations from specification, if any, shall be illustrated clearly in detail. Complete technical specification details shall provide together with following format. The bidder shall number his whole document of offer sequentially and corresponded page number shall be written down in the relevant row of the details requested.

Description - CPSTL Requirement		Complied	Deviation	Ref. Page no of the bidding doc.
General	Valve Type	Outside screw and York gate valve a) 3 inch b)10 inch c)12 inch		
	Valve Service	Refined Petroleum Products		
	Operating Temperature	15°C to 40°C		
	Pipeline Orientation	Horizontal / Vertical		
	Installation	Above ground open atmosphere		
	Maximum Working Pressure	150 psi		
	Special tool requirement	Mention		
	Country of origin	Europe, Japan, Canada, South Korea or USA		
	Country of manufacture	Mention		
Design	Standards	API 600, API 6 D		
	Face to Face Dimensions	API 6D & ASME B 16.10		
	Pressure Class	ASME B16.34 Class 150LB		
	Flow Direction	Both Directions		
	End Connection	Raised Face Flange ASME B16.5 (Serrated)		
	Body / Bonnet Connection	Bolted Bonnet		
	Stem	Rising Stem		
	Stem Position	Vertical		
	Lifting Eyes	Required only for 10" and 12" valves		
	Locking Facility	Required only for 10" and 12" valves		
	Operation	Non rising hand wheel		
No of turns of the hand wheel for open/close	Mention the value			

Materials	Body	ASTM A216 WCB			
	Cover/Bonnet	ASTM A216 WCB			
	Seat and Wedge facing	13% Chromium Steel			
	Gaskets	Fluoroelastomer/Graphite			
	Trim	Trim material should be specified and should conform to API 600 normal trim material (supplier should forward manufacturer's certificate conforming the same).			
	Gland Packing	Graphite packing			
	Fasteners	ASTM A193 Gr. B7 & ASTM A194 Gr. 2H or Equivalent			
	External Coating	UV and weather resistant corrosion protection coating			
Inspection Testing	Standard	API 598			
	Third party inspection company	SGS, BV, Lloyds, ABS, TUV, DNV			
	Sample Hydrostatic testing	Mention the agreement			
	Reports	NDE records, Pressure test / leak test (Valve seat and Fugitive) & other test reports, (including pressure, test duration, test medium and Acceptance Criteria), Coating/Plating certification, Material test certification			

Signature of the Bidder:

Date:.....(Common Company Seal)

DUPLICATE

4 SCHEDULES

4.1 SCHEDULE OF PRICES - FOREIGN SUPPLY BASIS

Table 01						
Item	Item Description	Valve Size	Qty.	Unit	Unit Price in (currency.....)	Total Price in (currency.....)
1	Carbon Steel Gate Valve	3" Diameter	30	EA		
2	Carbon Steel Gate Valve	10" Diameter	25	EA		
3	Carbon Steel Gate Valve	12" Diameter.	12	EA		
Total Item Value						
Other FOB Charges						
Total FOB						
Sea Freight charges						
Total CFR						
Marine Insurance charges						
Total CIF		In figures:				
		In words:				

Table 02		
Item	Item Description	Total Price in (currency.....)
4	Cost of Third Party Inspection & Testing	

Table 03						
Item	Other Local Charges		Without Taxes	SSCL (If applicable)	VAT (If applicable)	Total with Taxes
5	Local Charges (LKR)	In figures				
		In words				

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

Cont....

Table 04		
Item Description	Foreign Currency Component (currency.....)	LKR Component excl. VAT
Table 01: Total CIF		
Table 02: Cost of Third Party Inspection & Testing		
Table 03: Local Charges		
TOTAL CARRIED TO FORM OF BID - Annexure "A-1"	<i>In figures:</i>	<i>In figures:</i>
	<i>In words:</i>	<i>In words:</i>

- Delivery Period (EXW ready) :
- Delivery Period (FOB ready) :
- Delivery Period (CIF) *Colombo Sea Port* :
(Minimum requirement as per COC clause 2.6)
- Country of Origin/Manufacture: • Country & Port of shipment:
- HS Code/s:
- Estimated Weight & Dimensions of the Export packed shipment:

Details of the Manufacturer

Name of the Manufacturer :.....

Country of the Manufacturer :.....

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

Telephone: Facsimile: E-mail:

Cont....

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

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

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

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

Telephone: Facsimile: E-mail:

Details of the Authorized Local Agent (If applicable)

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

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

Telephone: Facsimile: E-mail:

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

Details of the Bidder

Name of the Bidder :.....

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

Telephone: Facsimile: E-mail:

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

4.2 SCHEDULE OF PRICES - LOCAL SUPPLY BASIS

Table 01						
Item	Item Description	Valve Size	Qty.	Unit	Unit price in LKR	Total price in LKR
1	Carbon Steel Gate Valve	3" Diameter	30	EA		
2	Carbon Steel Gate Valve	10" Diameter	25	EA		
3	Carbon Steel Gate Valve	12" Diameter	12	EA		
4	Cost of Third Party Inspection & Testing					
					Total value	
					SSCL	
Total value excl. VAT				In figures:		
TOTAL CARRIED TO FORM OF BID - Annexure "A-2"				In words:		
					

VAT (If applicable) :

VAT Registration No. :

Total Price Inclusive Taxes : (in figures)

: (in words)

"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 2.6)

• Country of Origin/Manufacture:

Cont....

Details of the Manufacturer

Name of the Manufacturer :.....

Country of the Manufacturer :.....

Address :.....

.....

.....

Telephone: Facsimile: E-mail:

Details of the Bidder

Name of the Bidder :.....

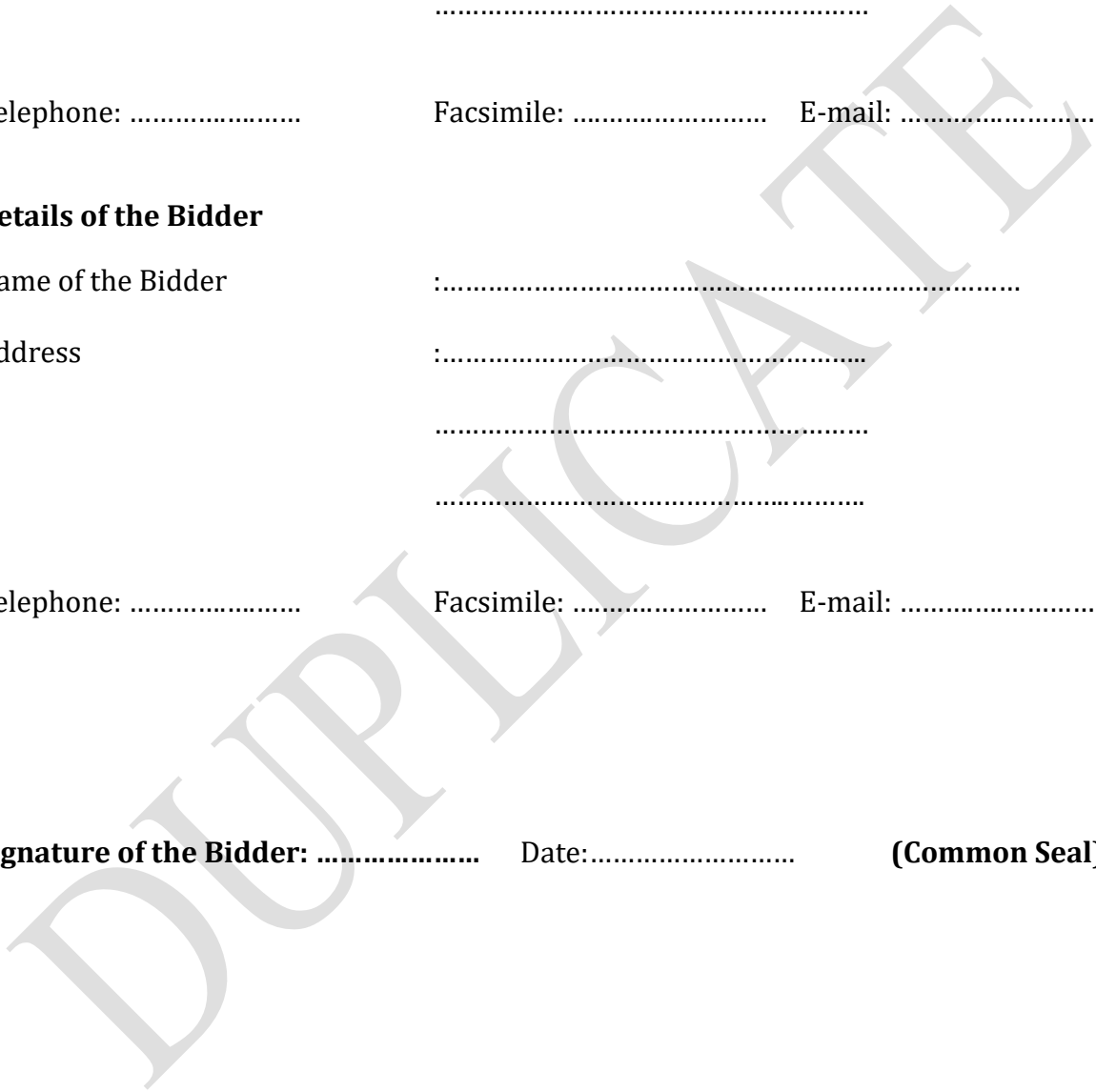
Address :.....

.....

.....

Telephone: Facsimile: E-mail:

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



DUPLICATE

5 ANNEXES

5.1 FORM OF BID - FOREIGN SUPPLY BASIS

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
 Sri Lanka.

Dear Sir,

BID FOR SUPPLY OF CARBON STEEL GATE VALVES IN DIFFERENT SIZES

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the SUPPLY OF CARBON STEEL GATE VALVES IN DIFFERENT SIZES -Tender Ref No: KPR/26/2024 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 06.08.2024**. Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6** I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- A-7** I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance bond (in case of a bank guarantee) contained in Annexure "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 establishment of the Letter of Credit.
- A-9** If our bid is accepted, we commit to accept the COC clause 2.7; Mode of payment.
- A-10** I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Department Procurement Committee, Ceylon Petroleum Storage Terminals Limited.

Cont....

A-11 I/We offer the total price of

.....
[insert total foreign currency price in figures as shown in Table 04 - Schedule A-1]

.....
[insert total foreign currency price in words as shown in the Table 04 - Schedule A-1] and

.....
[insert total LKR price in figures exclusive VAT (if applicable) as shown in Table 04 - Schedule A-1]

.....
[insert total LKR price in words exclusive VAT (if applicable) as shown in Table 04 - Schedule A-1]

For the SUPPLY OF CARBON STEEL GATE VALVES IN DIFFERENT SIZES as detailed out in this bidding document and details of the total price is as given in the Schedule of Prices - Schedule "A-1".

Dated this **day of** **2024** [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 FORM OF BID - LOCAL SUPPLY BASIS

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
 Sri Lanka.

Dear Sir,

BID FOR SUPPLY OF CARBON STEEL GATE VALVES IN DIFFERENT SIZES

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the SUPPLY OF CARBON STEEL GATE VALVES IN DIFFERENT SIZES-Tender Ref No: KPR/26/2024 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 06.08.2024**. Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6** I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- A-7** I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance bond (in case of a bank guarantee) contained in Annexure "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 to 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 2.7; Mode of payment.
- A-10** I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Department Procurement Committee, Ceylon Petroleum Storage Terminals Limited.

Cont....

A-11 I/We offer the total price of

.....
[insert total LKR price in figures exclusive VAT as shown in Table 01- Schedule A-2]

.....
[insert total LKR price in words exclusive VAT as shown in Table 01 - Schedule A-2]

For the SUPPLY OF CARBON STEEL GATE VALVES IN DIFFERENT SIZES as detailed out in this bidding document and details of the total price is as given in the Schedule of Prices - Schedule "A-2".

Dated this **day of****2024** *[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:

.....

.....

.....

.....

5.3 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 CARBON STEEL GATE VALVES IN DIFFERENT SIZES under Tender Reference No: KPR/26/2024 ("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 03.09.2024)]

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)

DUPPLICATE

5.4 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/26/2024 dated*[insert date of bid]* with you, for the SUPPLY OF CARBON STEEL GATE VALVES IN DIFFERENT SIZES under Tender Reference No: KPR/26/2024 (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, 2024 *[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)

5.5 FORMAT OF CONTRACT AGREEMENT – KPR/26/2024

THIS CONTRACT AGREEMENT is made and entered into at Colombo on the .. **day of**
2024

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 CARBON STEEL GATE VALVES IN DIFFERENT SIZES – Tender Ref No: KPR/26/2024" 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
 - Scope of Supply and Technical Specifications
 - 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 :

.....

.....

.....

.....

5.6 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 CARBON STEEL GATE VALVES IN DIFFERENT SIZES

Tender Ref : KPR/26/2024

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
Sri Lanka.

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at..... *[insert full address of Manufacturer's factory]*, do hereby authorize *[insert complete name of authorized agent]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[Insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby confirm goods offered are in good condition & conforming to the scope of supply and technical specifications as mentioned in Section 03 of this bidding document.

Signed *[insert signature of authorized representative]*

In the Capacity of *[insert title of authorized representative]*

Name *[insert printed or typed name of authorized representative]*

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

Address *[insert the address of the Manufacturer]:*

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

Company Seal (Rubber Stamp)

Date:

5.7 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 CARBON STEEL GATE VALVES IN DIFFERENT SIZES

Tender Ref : KPR/26/2024

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
Sri Lanka.

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 the SUPPLY OF CARBON STEEL GATE VALVES IN DIFFERENT SIZES, 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:

5.8 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.

The bidder shall number his whole document of offer sequentially and corresponded page number shall be written down in the relevant row of the details requested. Specified details shall be highlighted on the proof documents.

Failure to provide details as to comply and convince the specification and requirements will be a caused to reject the offer.

S/N	Requirement/Condition	Complied	Deviations	Relevant page number of the bidding document
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-1/A-2", submitted			
06.	Duly filled, stamped & signed Form of Bid as per ITB clause 1.20 and Annexure "A-1/A-2", submitted			
07.	Detailed profile of the manufacturer and Country of Origin/Country of Manufacture of the product, submitted			
08.	Detailed profile of the company of the bidder <i>(if the manufacturer is not the bidder)</i> , submitted			
09.	Detailed profile of the manufacturer accredited export agent abroad <i>(if applicable)</i> , submitted			
10.	Detailed profile of the accredited local agent <i>(if applicable)</i> , submitted			
11.	A copy of Certificate of Incorporation/company registration as per ITB clause 1.5, submitted			
12.	Proposed Third Party Inspection Company and the location of inspection as per COC clause 2.3, submitted			

13.	Certification from the manufacturer for the Manufacturer's Warranty for the valves offered (This letter shall specify the conditions of the warranty) as per COC clause 2.4, submitted			
14.	Original of internationally published manufacturer's complete descriptive and illustrative catalogue/ literature/ brochures and technical catalogues pertaining to the product offered, submitted			
15.	Detailed dimensioned, cross section drawing with each size of valve being offered with parts/material list, weight etc., as manufacturer's/API/other relevant applicable standard, submitted			
16.	Drawings for valves giving major salient dimensions, submitted			
17.	Valve data sheets, Installation, operation and maintenance instructions/manuals, Materials of construction, Pressure and other tests to be carried out, submitted			
18.	Past supply records of same or similar type valves to major projects during past ten (10) years period, with reference details and proof documents such as purchase orders, submitted.			
19.	Copy of certificate of Authority to use official monogram of API, submitted			
20.	A list of any special tools required for the installation, maintenance of the valves, which are to be provided along with the items, submitted			
21.	Certification from the manufacturer that the valves offered are all of models currently in manufacture and not prototypes or obsolete models, submitted			
22.	List of recommended spare parts with itemized prices for five (05) years operation, submitted			
23.	A confirmation from the manufacturer that, all spare parts will be manufactured and freely available for CPSTL to import directly for a minimum period of ten (10) years from the date of submission of the bid, submitted			
24.	Duly completed Compliance/Deviation sheet for Technical Specifications as per 3.5 of Section 03, submitted			

25.	Agreed to arrange freight through Ceylon Shipping Corporation or their nominated freight forwarder and Marine Insurance through Local Insurance Company, in case of award on FOB/CFR basis in Foreign Supply basis offer as per ITB clause 1.25			
26.	Agreed to submit a copy of the freight payment receipt received from the freight agent at the time of shipment, in order to confirm the freight charges quoted in the bid, in case of CFR/CIF basis award in Foreign Supply basis offer as per ITB clause 1.25			
27.	Compliance with Performance Security as per COC clause 2.1, in case of award			
28.	Compliance with Contract Agreement as per COC clause 2.2, in case of award			
29.	Compliance with Inspection & Testing as per COC clause 2.3, in case of award			
30.	Compliance with Warranty as per COC clause 2.4, in case of award			
31.	Compliance with Packing requirement as per COC clause 2.5, in case of award			
32.	Compliance with Delivery Schedule as per COC clause 2.6, in case of award			
33.	Compliance with Mode of Payment as per COC clause 2.7, in case of award			
34.	Compliance with Shipping Documentation as per COC clause 2.8, in case of award on Foreign Supply basis			
35.	Compliance with Liquidated Damage charges as per COC clause 2.10, in case of award			

Signature of the Bidder:

Date:.....

(Common Seal)