



# **CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

## **PROCUREMENT DOCUMENT**

**INTERNATIONAL COMPETITIVE BIDDING (ICB)**

### **SUPPLY OF MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER**

**TENDER REF NO: KPR/30/2025**

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

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

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



## **INVITATION FOR BIDS (IFB)**

### **CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

#### **SUPPLY OF MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER**

**TENDER REF NO: KPR/30/2025**

The Chairman, Department Procurement Committee (Minor), on behalf of Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka, invites sealed bids from internationally reputed manufacturers or their accredited export agents abroad, or accredited local agents in Sri Lanka, for the **Supply of Magnetic Flux Leakage (MFL) Tank Floor Scanner**.

**The equipment must have its country of origin and country of manufacture in either USA, Europe, or Japan.**

The bidding process will follow the **International Competitive Bidding (ICB) procedure**. Eligible local bidders are also invited to submit their bids, as applicable

Interested parties may view the procurement document and obtain relevant information on the websites [www.cpstl.lk](http://www.cpstl.lk). Complete original procurement documents in English can be obtained from the undersigned or via email upon submission of a written request on company letterhead, signed by an authorized representative, **on working days between 0900 hrs. and 1400 hrs. (IST) until Monday, 14<sup>th</sup> July 2025**, upon payment of a non-refundable fee of **Sri Lankan Rupees Fifteen thousand (LKR 15,000.00) or United States Dollars Fifty (USD 50.00)** per document.

Bidders are advised to review the procurement document before purchase, as the procurement document fee is non-refundable under any circumstances.

A **pre-bid meeting** will be held via video conference at 1000 hrs. (IST) on **Monday, 23<sup>rd</sup> June 2025**, to address any queries related to the procurement document. Prospective bidders or their authorized representatives are invited to attend. Interested parties must request participation by emailing [procure@cpstl.lk](mailto:procure@cpstl.lk) no later than **Friday, 20<sup>th</sup> June 2025**, to receive the meeting link.

Bids must be submitted using the procurement document issued by the Procurement Function of CPSTL. The original, duly completed bids may be sent by registered post or

courier, or delivered in a sealed cover **to reach** the Chairman, Department Procurement Committee, C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01<sup>st</sup> Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka. **Bids must be received by 1400 hrs. (IST) on Tuesday, 15<sup>th</sup> July 2025.** Bids may also be deposited in the tender box located at the main entrance of CPSTL. Late bids will be rejected

If bidders are unable to submit the original bids as specified, they may submit a scanned copy of the completed bid in **PDF format** via email to **[tenders@cpstl.lk](mailto:tenders@cpstl.lk)** **to reach by 1400 hrs. (IST) on Tuesday, 15<sup>th</sup> July 2025.** The original bid document must be securely retained and submitted to the Manager Procurement upon request. Note that the original bid documents will be used solely for filing purposes and will not be used for verification against the electronic submission.

**Bids will close at 1400 hrs. (IST) on Tuesday, 15<sup>th</sup> July 2025,** and will be opened immediately thereafter at the office of the Manager (Procurement) in the presence of authorized representatives of the bidders who choose to attend. Only one authorized representative per bidder may attend the bid opening.

**Bids must be valid until 14.10.2025,** from the date of bid opening.

Bids must be accompanied by a **bid security of Sri Lankan Rupees Six hundred seventy five thousand (LKR 675,000.00) or United States Dollars Two thousand three hundred (USD 2,300.00), valid until 09.12.2025,** from the date of bid opening.

Bidders must be registered with the Department of Registrar of Companies (e-ROC) in compliance with the Public Contracts Act No. 3 of 1987, available at [www.drc.gov.lk](http://www.drc.gov.lk).

For any clarifications, please contact the Manager (Procurement) at **Tel: +94-11-2572156 / +94-11-2547238, Fax: +94-11-2074299, or Email: [procure@cpstl.lk](mailto:procure@cpstl.lk).**

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

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# **1 INSTRUCTIONS TO BIDDERS (ITB)**

# 1 INSTRUCTIONS TO BIDDERS (ITB)

## 1.1 INTRODUCTION

The Chairman, Department Procurement Committee (Minor), on behalf of Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka, invites sealed bids from internationally reputed manufacturers or their accredited export agents abroad, or accredited local agents in Sri Lanka, for the **Supply of Magnetic Flux Leakage (MFL) Tank Floor Scanner**, conforming to the Terms & Technical Specifications indicated in Section 03 under this procurement document.

**The equipment must have its country of origin and country of manufacture in either USA, Europe, or Japan.**

The bidding process will follow the **International Competitive Bidding (ICB) procedure**. Eligible local bidders are also invited to submit their bids, as applicable.

If the Department Procurement Committee (DPC) accepts an offer based on foreign supply, CPSTL will handle the clearance of the items and cover all associated costs, including statutory charges.

Payment will be made in accordance with the terms specified in the Mode of Payment, COC Clause 2.7, of the Conditions of Contract in this procurement document

Any additional services provided by the bidder that are not covered in this procurement document must be clearly stated. If no exceptions are noted, the Department Procurement Committee (DPC) will assume the bidder complies with all conditions specified in the procurement document.

The bidder shall bear all costs associated with the preparation and submission of the bid. The DPC will not be liable for any costs incurred by the bidder, regardless of the conduct or outcome of the bidding process.

Bids that do not comply with the "Invitation to Bid" will be rejected.

### **ELIGIBLE BIDDERS:**

- a) All bidders must have the legal rights to supply the goods under this contract
- b) Bidders must not have any conflict of interest. Bidders found to have a conflict of interest will 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 procurement documents.
- c) Bidders who are under a declaration of ineligibility by the National Procurement Agency (NPA) or National Procurement Commission (NPC) at the time of bid submission or contract award will be disqualified. The list of debarred firms is available on the NPA/NPC websites: [www.npa.gov.lk](http://www.npa.gov.lk), [www.nprocure.gov.lk](http://www.nprocure.gov.lk), and [www.treasury.gov.lk](http://www.treasury.gov.lk)

## 1.2 CONTENTS OF PROCUREMENT DOCUMENT

Procurement document consists of the following

- |     |  |                  |
|-----|--|------------------|
| 01. | Invitation for Bids                      |                  |
| 02. | Instructions to Bidders (ITB)            |                  |
| 03. | Conditions of Contract (COC)             |                  |
| 04. | 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. | Non-collusion Affidavit                  | - Annexure "B"   |
| 08. | Format of Bid Security Guarantee         | - Annexure "C"   |
| 09. | Format of Performance Security Guarantee | - Annexure "D"   |
| 10. | Format of Contract Agreement             | - Annexure "E"   |
| 11. | Format of Manufacturer's Authorization   | - Annexure "F"   |
| 12. | Compliance/Deviations sheet              | - Annexure "G"   |

Alterations to the procurement document by the bidder are not permitted in any form. Any modifications made to the procurement document may result in disqualification.

## 1.3 ISSUING OF PROCUREMENT DOCUMENTS

Interested parties may view the procurement document and obtain relevant information on the websites [www.cpstl.lk](http://www.cpstl.lk). Complete original procurement documents in English can be obtained from the undersigned or via email upon submission of a written request on company letterhead, signed by an authorized representative, **on working days between 0900 hrs. and 1400 hrs. (IST) until Monday, 14<sup>th</sup> July 2025**, upon payment of a non-refundable fee of **Sri Lankan Rupees Fifteen thousand (LKR 15,000.00) or United States Dollars Fifty (USD 50.00)** per document.

In the case of USD transfer, bidders must remit a non-refundable procurement document fee of **United States Dollars Fifty (USD 50.00)** directly to the CPSTL bank account provided below. Proof of remittance must be emailed to [procure@cpstl.lk](mailto:procure@cpstl.lk) by 1400 hrs. (IST) on Monday, 14<sup>th</sup> July 2025. The payment must also be credited to the CPSTL bank account by the same deadline. All applicable bank charges (both local and international) must be borne by the bidder, ensuring that exactly USD 50.00 is credited to the CPSTL account.

The original procurement document will be provided to the authorized local agent (if any) or emailed to the bidder upon receipt of the non-refundable fee.



**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 procurement document fee is mandatory. All bids must be submitted using the procurement documents purchased from CPSTL.

Bidders are encouraged to review the procurement document, available for viewing only at [www.cpstl.lk](http://www.cpstl.lk), before making a purchase, as the fee is non-refundable under any circumstances.

#### **1.4 PRE-BID MEETING**

A pre-bid meeting will be held via video conference **at 1000 hrs. (IST) on Monday, 23<sup>rd</sup> June 2025**, to address any questions related to the procurement document. Interested parties must request participation by emailing [procure@cpstl.lk](mailto:procure@cpstl.lk) no later **Friday, 20<sup>th</sup> June 2025**, to receive the meeting link.

The meeting aims to clarify issues and answer questions raised by bidders.

Bidders are encouraged to submit any queries or requests for clarification regarding the procurement documents via email to [procure@cpstl.lk](mailto:procure@cpstl.lk) by Friday, 20<sup>th</sup> June 2025. Queries submitted by any other means will not be addressed.

Responses to bidders' queries and clarifications will be provided promptly to all bidders as outlined in ITB Clause 1.10.

All costs associated with attending the pre-bid meeting must be borne by the bidder.

#### **1.5 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION**

Local bidders and local agents in Sri Lanka submitting bids on behalf of a manufacturer or accredited export agent abroad must be registered with the Registrar of Companies and provide a valid copy of the Certificate of Incorporation issued by the Registrar of Companies of Sri Lanka with their bid. For foreign supply offers, a copy of the principal bidder's company registration must also be included.

Bidders must also register with the Department of Registrar of Companies (e-ROC) in accordance with the Public Contracts Act, No. 03 of 1987, for **any public contract valued at over Sri Lankan Rupees Five million (LKR 5,000,000.00)**. The registration requirements are as follows:

1. An agent, sub-agent, representative, or nominee must be registered prior to the bid/tender closing.
2. If the tender applicant and the tenderer are the same entity, registration must be completed before the award of the tender.

CPSTL will verify this registration during the preliminary evaluation of bids. Failure to meet this requirement will result in bid rejection.

For registration, contact the Department of Registrar of Companies at:

- Address: "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10
- Tel.: +94-11-2689208 / +94-11-2689209
- Email: registrar@drc.gov.lk

(Note: Contact details may change, and CPSTL is not responsible for any discrepancies.)

## **1.6 DOCUMENTS AND DETAILS TO ACCOMPANY BID**

All bids must include comprehensive details of the items offered. Bidders must provide all documents and information specified in Sections I and II. **Failure to submit any required documents or details specified in Section I 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 registration in the e-ROC system, regardless of whether the PCA-03 certificate is submitted).
2. **Signature Authorization:** as per ITB Clause 1.8.
3. **Bid Security:** A minimum sum of **Sri Lankan Rupees Six hundred seventy five thousand (LKR 675,000.00) or United States Dollars Two thousand three hundred (USD 2,300.00)**, valid until at least **09.12.2025**, as per ITB Clause 1.17
4. **Manufacturer's Authorization Letter:** Duly completed, signed, stamped, and dated on the manufacturer's letterhead, as per the specimen format in Annexure "F" and ITB Clause 1.18.
5. **Schedule of Prices:** Original, duly completed, signed, stamped, and dated - Schedule "A-1/A-2," as per ITB Clause 1.19.
6. **Form of Bid:** Original, duly completed, signed, stamped, and dated - Annexure "A-1/A-2" as per ITB Clause 1.20.
7. **Non-collusion Affidavit:** Original, duly completed, signed, stamped, and dated - Annexure "B" as per ITB Clause 1.20.

### **Section II**

8. **Manufacturer Profile:** Detailed profile of the manufacturer, including the Country of Origin and Country of Manufacture of the product.
9. **Bidder Profile:** Detailed profile of the bidding company, if different from the manufacturer.

10. **Export Agent Profile:** Detailed profile of the manufacturer's accredited export agent abroad *(if applicable)*.
11. **Local Agent Profile:** Detailed profile of the accredited local agent *(if applicable)*.
12. **Manufacturer's Certification:** A certificate from the manufacturer confirming the offered models currently in manufacture and not prototypes or obsolete models.
13. **Certificate of Incorporation:** A copy of the Certificate of Incorporation or company registration, as per ITB Clause 1.5.
14. **Third-Party Inspection:** Name and location of the proposed Third-Party Inspection Company.
15. **Warranty Certificate:** A certificate from the manufacturer confirming the offered warranty, as per COC Clause 2.4.
16. **Product Literature:** Original, internationally published descriptive and illustrative catalogues, brochures, and technical specifications pertaining to the product offered.
17. **List of Spares:** List of spares needed within 05 years, if any and prices of such spares.
18. **Supply Records:** Documentation of supply records for similar products within the past 05 years, including purchase orders and reference details. Failure to submit these records may result in bid rejection.
19. **Technical Specifications:** Completed as per Section 03-Technical Specifications. Any variations or deviations from the specifications must be clearly indicated.
20. **Compliance/Deviations Sheet:** Completed Compliance/Deviations sheet, as per Annexure "G"
21. **Tax Certificates:** Copies of SSCL and VAT registration certificates *(if applicable)*.
22. **Additional Details:** All other details and documents as requested under this bid.

**All documentation, correspondence, catalogues, and literature must be submitted in English.**

## **1.7 SEALING, MARKING & SUBMISSION OF BID**

Bids must be submitted in duplicate, following the conditions specified in this procurement document. The original and duplicate copies of the bid shall be placed in separate envelopes, clearly marked "**ORIGINAL**" and "**DUPLICATE.**" In the event of any discrepancy between the original and the duplicate, the original shall prevail. Both envelopes shall be enclosed in a single securely sealed cover, marked with the following on the top left-hand corner: "**BID FOR THE SUPPLY OF MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER – KPR/30/2025 – CLOSING DATE: 15<sup>TH</sup> JULY 2025**" and the Bidder's name and address on the bottom left-hand corner. The envelope shall be addressed to:

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

Failure to properly seal and mark the outer envelope as required may result in CPSTL assuming no responsibility for the misplacement or premature opening of the bid.

If the bid is submitted directly by the manufacturer or their accredited export agent abroad, the name of their authorized agent in Sri Lanka, if applicable, must be clearly indicated.

Additionally, the envelopes must indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.

For clarifications, please contact via email at [procure@cpstl.lk](mailto:procure@cpstl.lk).

## 1.8 SIGNATURE AUTHORIZATION

All bids must be duly signed by an authorized representative of the bidder. Proof of authorization, such as a **Power of Attorney** or any other relevant documentary evidence, including a **Board Resolution**, must be submitted.

The signing requirements for different types of bidders are as follows:

- **Joint Ventures (JVs):** A **JV Agreement** or a letter indicating the intention to form a JV must be submitted.
- **Sole Proprietorships:** The bid must be signed by the sole proprietor.
- **Partnerships:** If the bid is not signed by all partners, it must be accompanied by a **Power of Attorney** executed by the non-signing partners, authorizing the signing partner(s).
- **Companies Limited by Liability:** The bid must be signed by an individual authorized through a **Board Resolution**.

***Failure to submit the required signing authorization at the time of bid submission or before the bid closing date, in accordance with the specified requirements, shall result in the rejection of the bid.***

## 1.9 FORMAT & SIGNING OF BID

The original and duplicate copies of the bid must be typed or written in indelible ink and signed by the duly authorized representative(s) of the bidder. Every page of the bid, excluding unaltered printed literature, must be initialled by the person signing the bid.

Any interlineations, erasures, or insertions will be considered valid only if they are also initialled by the person signing the bid. All corrections must be clearly legible, and no overwriting will be accepted.

## 1.10 AMENDMENTS/CLARIFICATIONS OF PROCUREMENT DOCUMENT

The Chairman of the DPC reserves the right to issue amendments to the procurement document, if deemed necessary, up to seven (07) days before the deadline for bid submission.

Prospective bidders seeking clarification on the provisions or terminology of the procurement document must submit their inquiries in writing, either by hand, post to the address indicated in ITB Clause 1.7, or via email to [procure@cpstl.lk](mailto:procure@cpstl.lk), on or before the pre-bid meeting date specified in ITB Clause 1.4. If a bidder finds any provision unacceptable, objections must also be raised at this stage.

CPSTL will respond in writing, either by post and/or email, to all requests for clarifications, modifications, objections, or complaints received on or before the pre-bid meeting date. Responses will be sent to all prospective bidders who have obtained procurement documents, including a description of the inquiry, but without identifying the source, no later than seven (07) days before the bid closing date.

Please note that the questions and answers will not form part of the procurement document or contract and are not considered legally binding. If it becomes necessary to modify the procurement document based on an inquiry, an official addendum will be issued following the procedure outlined above.

All correspondence should be addressed to the mailing address or email provided above and not directed to any individual officer. Such personal correspondence will not be entertained and may result in disqualification.

Bidders who do not seek any clarifications or additional information will be deemed to have accepted the procurement document in its entirety.

## 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 before the deadline for bid submission.

Any bid modifications or substitutions must be prepared, sealed, marked, and dispatched as follows:

The bidder shall provide both an original and a duplicate of the modification or substitution, as specified in ITB Clause 1.7. These should be clearly identified as **“ORIGINAL”** and **“DUPLICATE”** in two separate envelopes. The envelopes must then be sealed within an outer envelope, clearly marked as **“BID MODIFICATION”** or **“BID SUBSTITUTION”** and labeled with the bid name: **BID FOR THE SUPPLY OF MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER – KPR/30/2025 – CLOSING DATE: 15<sup>TH</sup> JULY 2025.”**

Bidders wishing to withdraw their bids must notify CPSTL in writing before the bid submission deadline. The withdrawal notice must include the bid name and the words **“BID WITHDRAWAL NOTICE.”**

All bid modifications, substitutions, and withdrawal notices should be sent **to reach** the address specified in ITB Clause 1.7 or via email to [tenders@cpstl.lk](mailto:tenders@cpstl.lk), no later than the bid submission deadline.

For bid modifications, substitutions, and withdrawal notices sent by email, the original documents must be securely kept and submitted to the Manager Procurement - CPSTL upon request.

Bid modifications, substitutions, or withdrawal notices received after the bid submission deadline will be disregarded, and the submitted bid will be considered valid.

## **1.12 CLOSING OF BIDS**

Bids must be enclosed, sealed, marked, and addressed as specified, and sent by post or courier under registered cover or sealed cover **to reach** the following address **no later than 1400 hrs. (IST) on Tuesday, 15<sup>th</sup> July 2025**:

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

Alternatively, bids may be deposited in the tender box located at the main entrance of CPSTL.

If bidders are unable to submit the original bids as described above, they may submit a scanned copy of the duly completed procurement documents in **PDF format** via email to [tenders@cpstl.lk](mailto:tenders@cpstl.lk) **to reach** CPSTL by **1400 hrs. (IST) on Tuesday, 15<sup>th</sup> July 2025**, subject to the following conditions:

1. Submission of the bid via email is at the bidder's own discretion.
2. If the bidder intends to submit a bank guarantee or bank draft as the bid security (instead of a direct deposit to the CPSTL bank account), the original bank guarantee/draft must be sent or hand-delivered to the above address by 1400 hrs. (IST) on Tuesday, 15<sup>th</sup> July 2025.
3. The title and closing date of the tender must be indicated as the subject of the email.
4. The size of an email (including attachments) must not exceed 20 MB. If the attachment exceeds 20 MB, the bidder must split the attachments and send them as separate emails (e.g., 01 of 03, 02 of 03, and 03 of 03).
5. Direct links to external sites or shared folders (e.g., Google Drive) are strictly prohibited.
6. Do not CC or BCC any other official or personal email IDs of CPSTL staff.
7. Emails should be sent well in advance to allow CPSTL sufficient time to print and deliver the bids to the bid opening table on time.

8. The original bid document must be securely kept and submitted to the Manager Procurement upon request. However, the original bid document will only be used for filing purposes and not for verification against the e-bid.

**Bids will close at 1400 hrs. (IST) on Tuesday, 15<sup>th</sup> July 2025.**

### **1.13 DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Chairman, DPC, in accordance with ITB Clause 1.12, no later than the specified time and date. The Chairman, DPC, reserves the right to extend this deadline at his discretion by issuing an amendment to the procurement documents. In such a case, all rights and obligations of CPSTL and the bidders will be governed by the revised deadline.

### **1.14 LATE BIDS**

Bids received after the specified deadline will not be considered and will be returned unopened to the bidder.

### **1.15 OPENING OF BIDS**

Bids will be opened immediately following the submission deadline at:

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

In the event that the Manager Procurement's Office is unavailable, the bid opening will take place at an alternative location arranged by CPSTL.

The Bid Opening Committee (BOC), appointed by the DPC, will open the bids at the specified time and location. Authorized representatives of the bidders who wish to attend may do so, with only one representative per bidder allowed.

Authorized representatives may also participate in the bid opening via video conference (e.g., MS TEAMS). A video meeting link will be provided to bidders who have obtained the procurement documents.

During the bid opening, the BOC will announce the names of the bidders, bid prices, any discounts, the presence or absence of the required bid securities, and other relevant information deemed appropriate by the BOC.

## 1.16 MINIMUM VALIDITY PERIOD OF BIDS

Bids must remain valid for acceptance until at least **14.10.2025**. Bidders are required to specify the maximum validity period of their bids. ***Bids valid for a shorter period will be rejected by the DPC as non-responsive.***

All prices stated in Schedule “A-1/A-2” must be firm and not subject to any price variation during the validity period.

In exceptional cases, the DPC may request an extension of the bid validity period. Such requests and bidders’ responses must be made in writing. While bidders may refuse the request, those who agree to extend their bid validity will not be required to modify their bid but must extend the validity of their bid security in accordance with ITB Clause 1.17. Failure to agree to an unconditional extension will result in bid rejection without forfeiting the bid security.

If an offer is accepted within the bid validity period, the validity period will be extended by fourteen (14) days to facilitate the issuance of a Purchase Order and related documentation.

***Bids that do not comply with the above requirements will be rejected as non - responsive.***

## 1.17 BID SECURITY

Each bid must be accompanied by a bid security to ensure that the offer remains valid for the specified period and is not withdrawn during that time. The bid security can be provided in one of the following forms **for a minimum amount of Sri Lankan Rupees Six hundred seventy five thousand (LKR 675,000.00) or United States Dollars Two thousand three hundred (USD 2,300.00):**

- I. **Bank Draft:** Issued by a recognized commercial bank operating in Sri Lanka.
- II. **Bank Guarantee/Counter Guarantee:** Issued by a recognized commercial bank operating in Sri Lanka, an Export Import Bank (EXIM Bank), Export Credit Agency of any foreign Government or a reputed international financier. Above bank/institution must be approved by the Monetary Board of the Central Bank of Sri Lanka and the guarantee must be payable to CPSTL on demand.
- III. **Direct Deposit (in LKR only):** To the CPSTL bank account (details below). A payment receipt (bank slip) must be submitted with the bid. The reference details [Bidder’s Name, Bid Number: KPR/30/2025] should be included in the receipt. The payment must be credited to the CPSTL account on or before the bid closing time.

### **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 must be unconditionally encashable on demand by CPSTL and remain valid until at least **09.12.2025**.

In the case of a bank guarantee, it must adhere closely to the format provided in Annexure “C”

***Failure to provide the bid security as specified and in the required format (for bank guarantees) by the bid closing time will result in the bid being rejected.***

In exceptional circumstances, the DPC may request an extension of the bid security validity as described in ITB Clause 1.16. Bidders who do not agree to an unconditional extension will have their bids rejected without forfeiting the bid security.

Bid securities of unsuccessful bidders will be returned after the award of the contract to the successful bidder. The bid security of the successful bidder will be returned only after the performance security has been received.

## **1.18 LETTER OF MANUFACTURER’S AUTHORIZATION**

Bids from accredited agents representing manufacturers will only be considered if accompanied by a Letter of Manufacturer’s Authorization. This letter must authorize the agent to:

1. Bid on behalf of the manufacturer.
2. Enter into a binding contract on behalf of the manufacturer.
3. Fulfill all terms and conditions of the contract if the bid is successful.

**Format:** See Annexure “F” for the required format.

### **Conditions:**

- If the bidder is the manufacturer, the Letter of Manufacturer’s Authorization is not required. However, the manufacturer must issue a Letter of Authorization to any accredited agent in Sri Lanka, if applicable.
- If the bidder is a manufacturer’s accredited export agent abroad, they must provide the Letter of Manufacturer’s Authorization as per Annexure “F” from the manufacturer. They must also issue a Letter of Authorization to any accredited agent in Sri Lanka, if applicable.
- If the bidder is an accredited agent in Sri Lanka, they must provide the Letter of Manufacturer’s Authorization as per Annexure “F” from the manufacturer. They must also submit a Letter of Authorization from the manufacturer’s accredited export agent abroad, if applicable.
- For a foreign supply basis offer, the contract will be signed with the bidder or accredited agent in Sri Lanka. The purchase order will be placed and the Letter of Credit (L/C) opened in favor of the principal supplier (manufacturer or manufacturer’s accredited export agent abroad).
- For a local supply basis offer, the agreement and purchase order will be placed with the accredited agent in Sri Lanka.

***Failure to provide the required Letter of Manufacturer's Authorization at the time of bid submission, or failure to meet the specified requirements, will result in the bid being rejected.***

**Note:** Nomination of an agent after bid submission will not be accepted, and the declared principal or beneficiary cannot be changed at any time.

## **1.19 SCHEDULE OF PRICES**

### **Foreign Supply Basis**

- Prices must be submitted using the Schedule of Prices, marked as Schedule "A-1" provided in the procurement document. The bidder must sign and return this form along with the Proforma Invoice.
- Bidders should submit their bids in any internationally accepted foreign currency that is freely convertible in Sri Lanka (e.g., USD, CAD, GBP, EUR, JPY, AUD).
- Details of other charges in Sri Lankan Rupees, including all applicable taxes, must be disclosed in the appropriate sections of Schedule "A-1."
- If a Foreign Supply basis offer is accepted, CPSTL will cover the cost of clearance, customs duties at the Port of Colombo, other government levies in Sri Lanka and delivery charges from Colombo port to CPSTL. These charges should not be included in the bid price.
- Bids not submitted on the prescribed form and as specified will be rejected.

### **Local Supply Basis**

- Prices must be submitted using the Schedule of Prices, marked as Schedule "A-2" provided in the procurement document. The bidder must sign and return this form.
- Bidders should submit their bids in Sri Lankan Rupees (LKR).
- If a Local Supply basis offer is accepted, supplier shall arrange the custom clearance and cover the cost of clearance, customs duties at the Port of Colombo, other government levies in Sri Lanka and delivery charges from Colombo port to CPSTL.
- Bids not submitted on the prescribed form and as specified will be rejected.

## **1.20 DECLARATION**

### **Form of Bid**

Bidders must confirm that they have read and understood the conditions of the tender and that their bid complies with all these conditions. By submitting their bid, bidders agree to execute the contract or perform the services as specified.

Bidders are required to submit a duly completed and signed Form of Bid, as follows:

- **Annexure "A-1"** for Foreign Supply Basis
- **Annexure "A-2"** for Local Supply Basis

***Failure to submit the correctly completed and signed Form of Bid, in accordance with the specified format and before the closing time and date of the tender, will result in the bid being rejected.***

### **Non-collusion Affidavit**

Bidders must submit a declaration along with their bid stating that;

- i. There is no conflict of interest;**
- ii. Only one bid is submitted; and**
- iii. There is no involvement in collusive practices**

Bidders are required to submit a duly completed and signed **Non-collusion Affidavit; Annexure “B”**.

***Failure to submit the correctly completed and signed Non-collusion Affidavit, in accordance with the specified format and before the closing time and date of the tender, will result in the bid being rejected.***

## **1.21 PRELIMINARY EXAMINATION OF BIDS**

The DPC will conduct a preliminary examination of the bids to verify completeness, check for any computational errors, ensure proper signing, and confirm that the bids are generally in order. The DPC may request clarifications from bidders as needed.

All requests for clarification and responses must be provided in writing within the specified timeframe. No changes to the price or substance of the bid will be allowed.

Bidders must promptly respond to any queries from the DPC via email during the bid evaluation stage. Failure to respond to these queries may result in the bid being rejected.

## **1.22 CORRECTION OF ERRORS**

Bids that are determined to be substantially responsive will be reviewed for arithmetic errors, which will be corrected as follows:

- a) Unit Price vs. Line-Item Total:** If there is a discrepancy between the unit price and the line-item total (obtained by multiplying the unit price by the quantity), the unit price quoted shall prevail, and the line-item total will be adjusted accordingly. However, if there is an evident gross misplacement of the decimal point in the unit price, the line-item total as quoted will be considered correct, and the unit price will be adjusted.
- b) Subtotals and Totals:** In cases where there is an error in the total due to incorrect addition or subtraction of subtotals, the subtotals will take precedence, and the total will be corrected.
- c) Words vs. Figures:** If there is a discrepancy between the amounts expressed in words and figures, the amount in words will take precedence, unless it relates to an arithmetic error, in which case the amount in figures will be considered correct, subject to the above provisions.
- d) Binding Amount:** The amount stated in the procurement document, adjusted according to the above procedures and with the bidder's concurrence, shall be considered binding. If the bidder does not accept the corrected bid amount, the bid will be rejected.
- e) Disqualification and Forfeiture:** If the bidder refuses to accept the correction of errors, their bid will be disqualified, and their bid security may be forfeited.

## 1.23 EVALUATION OF BIDS

The DPC will conduct a detailed evaluation to assess whether the technical and financial aspects of the bids meet the specified requirements. This evaluation will follow the preliminary examination.

The detailed evaluation methodology will include:

### 1.23.1 TECHNICAL REQUIREMENTS:

- **Compliance Check:** Bids will be evaluated for conformity with the Technical Specifications provided in Section 03 of the procurement document, including the information and details requested under ITB Clause 1.6.
- **Substantial Responsiveness:** Only bids that meet all terms, conditions, and specifications of the procurement document will be considered substantially responsive.

### 1.23.2 FINANCIAL EVALUATION:

- **Eligibility for Financial Evaluation:** Only bids deemed substantially responsive will proceed to financial evaluation.
- **Currency Conversion:** For bids on a Foreign Supply Basis, prices quoted in foreign currencies will be converted to Sri Lankan Rupees using the Selling Exchange Rate determined by the Central Bank of Sri Lanka prevailing on the date of bid opening.
- **Cost Consideration:** Evaluation will be based on the total Delivered at Site (DAS) price. For foreign supply bids, the DAS price will include Customs Duties, Taxes (CESS, PAL, VAT, etc.), Surcharges, Computer & other charges, Port Authority & handling charges, Wharf clearing charges, and any other prevailing charges incurred by CPSTL for clearing goods from customs/port.
- **Tax Concessions:** Bidders eligible for import tax concessions must provide relevant certifications and a bank guarantee covering the total concession amount with a validity of six (06) weeks beyond the delivery period. This bank guarantee will be released only after the cargo clearance from Sri Lanka Customs. If the bank guarantee is not provided, standard prevailing tax rates will be applied for bid evaluation.
- **Evaluation Basis:** The DPC reserves the right to evaluate bids on an item-wise or lump-sum basis and may issue split orders or a single order based on the economic benefit to CPSTL, provided such split orders are acceptable to the selected bidder(s).
- **Part Supply:** Bids offering part supply of items may be rejected, depending on the nature of the requirement.
- **Additional Factors:** The following factors will also be considered in the evaluation:
  - Quality and durability of the offered product
  - Past supply records of the offered make
  - Delivery schedule

**Award:** The contract will be awarded to the substantially responsive lowest evaluated bid.

## 1.24 POWER TO ACCEPT OR REJECT BIDS

The DPC is not obligated to award the contract to the lowest bidder. The DPC reserves the right to reject any or all bids, or any part thereof, without providing reasons for the decision.

## 1.25 AWARDING CRITERIA

Subject to the provisions in ITB Clause 1.23, the DPC will award the contract to the bidder whose bid is determined to be substantially responsive, lowest evaluated, and who is qualified to perform the contract satisfactorily.

For Foreign Supply basis offers, the DPC reserves the right to award the contract and place the order on one of the following bases:

- **FOB (Free on Board):** The DPC may arrange freight through Ceylon Shipping Corporation Limited (CSCL) or their nominated freight forwarder and arrange marine insurance through a local insurance company.
- **CFR (Cost and Freight):** The DPC may arrange marine insurance through a local insurance company. The successful bidder must submit a copy of the freight payment receipt from the freight agent at the time of shipment to confirm the freight charges quoted in the bid.
- **CIF (Cost, Insurance, and Freight):** The successful bidder must provide a copy of the freight payment receipt as mentioned above.

## 1.26 STANDSTILL PERIOD & APPEALS

- **Intension to award the contract:**  
CPSTL shall notify unsuccessful bidders in writing, either by post and/or email, regarding the DPC's intention to award the contract to the successful bidder.
- **Standstill Period:**  
There shall be a minimum interval of **ten (10) working days** between the submission date of the CPSTL notification of the intention to award the contract to the successful bidder and the actual award of the contract. This interval is referred to as the Standstill Period.
- **Debriefing for Unsuccessful Bidders:**  
Unsuccessful bidders may request a debriefing from CPSTL in writing, either by post and/or email, no later than the **third (3rd) working day** of the Standstill Period.

CPSTL shall conclude the debriefing process no later than the **fifth (5th) working day** of the Standstill Period.

- **Submission of Appeals:**

Any bidder, whether successful or unsuccessful, who wishes to appeal the contract award decision must submit a written appeal to the Chairman, Department Procurement Appeal Committee (DPAC) before the expiry of the Standstill Period.

Each appeal must be accompanied by a non-refundable cash deposit of Sri Lanka Rupees Ten Thousand (LKR 10,000/=), which shall be paid to the CPSTL Cashier. The payment receipt must be submitted along with the appeal. The DPAC shall only consider appeals supported by proof of such deposit.

All appeals must be hand-delivered to CPSTL, and an acknowledgment of receipt must be obtained.

It is the sole responsibility of the appellant to ensure that the appeal includes all relevant supporting documents to substantiate the grievance.

## **1.27 NOTICE OF ACCEPTANCE**

The acceptance of the bid will be communicated to the successful bidder via a **Letter of Award**, which will be sent by email. This will be followed by a written confirmation dispatched by registered post to the address provided by the bidder, as soon as the DPC's decision is received.

Bidders must promptly notify the Manager Procurement of any changes to their mailing address. The updated address should be sent to:

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

## **1.28 SOURCE OF FUNDS**

The contract is financed through the funds provided by Ceylon Petroleum Storage Terminals Limited (CPSTL).

## **1.29 ETHICS, FRAUD AND CORRUPTION**

All parties involved in procurement activities, including suppliers, contractors, and officials, must adhere to strict confidentiality throughout the process.

Officials are prohibited from accepting any personal gain from procurement actions. No gifts or inducements shall be accepted. Suppliers or contractors found offering gifts or inducements that could influence decisions or impair the objectivity of officials will be disqualified from the bidding process.

## **2 CONDITIONS OF CONTRACT (COC)**

## 2 CONDITIONS OF CONTRACT (COC)

### 2.1 PERFORMANCE SECURITY

The successful bidder must provide performance security to ensure CPSTL is safeguarded against any contract non-performance. Upon receiving the Letter of Award, the bidder is required to submit performance security within fourteen (14) days in one of the following forms:

- I. A bank draft issued by a recognized commercial bank operating in Sri Lanka, or
  - II. 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).
    - This security should be payable to CPSTL on demand and must be equivalent to 10% of the total contract value (inclusive of taxes) in Sri Lankan Rupees (LKR) or the quoted foreign currency,
    - for bank guarantees, they must conform to the format in Annexure "D",
- or
- III. A direct deposit to the CPSTL bank account in Sri Lankan Rupees, equivalent to 10% of the total contract value (inclusive of taxes). Reimbursement of bid securities arranged as direct deposits will only be made in LKR as cheque payments.

If the performance security is submitted after the stipulated fourteen (14) days, the order's completion date (delivery date) will be adjusted forward accordingly.

Failure to provide a valid performance security within twenty-eight (28) days may result in the cancellation of the award, forfeiture of the bid security, and possible listing of the bidder as a defaulting supplier.

The bidder will be liable for any losses, costs, expenses, or damages incurred by CPSTL due to such failure. CPSTL reserves the right to make alternative arrangements at the risk and expense of the successful bidder.

The official Purchase Order will be released only after receiving the performance security. This security shall be unconditionally encashable on demand by CPSTL and **valid for at least twenty-eight (28) days beyond the scheduled completion date of the contract.**

In exceptional cases, CPSTL may request an extension of the performance security's validity to meet the delivery schedule.

### 2.2 CONTRACT AGREEMENT

The successful bidder (*hereinafter referred to as the "Supplier"*) will be required to enter into a formal contract agreement with CPSTL following the successful award of the bid. This contract must be signed within twenty-one (21) days from the date of the Letter of Acceptance. A specimen of the Contract Agreement is provided in Annexure "E".



## 2.3 PRE-SHIPMENT INSPECTION BY TPI & WITNESS BY CPSTL OFFICERS

The supplier shall arrange for a third-party inspection by one of the following accredited institutions at the manufacturer's shops:

- i. Lloyds
- ii. SGS
- iii. BV
- iv. ABS

In addition to the Third Party Inspection, the supplier must arrange training at the manufacturing site for two (02) Engineers, to cover all the functions, analysing of the equipment with maintenance and trouble shooting of the equipment.

The supplier is responsible for arranging return air tickets, visas, accommodation, meals, and transportation for the two CPSTL Engineers. All relevant expenses for the TPI and training must be borne by the supplier.

The costs involved in this TPI and training must be disclosed in the appropriate columns of the Schedule of Prices (Schedule "A-1" or "A-2").

The original inspection report, signed and stamped by the third-party inspector and the Test Certificates, must be submitted to CPSTL prior to delivery. CPSTL will issue a **"Letter of Acceptance to Ship/Deliver"** to the supplier within seven (07) days of receiving the original inspection report/certificate.

Shipment or delivery of the items must only proceed after receiving the "Letter of Acceptance to Ship/Deliver" from CPSTL. For offers on a foreign supply basis, a copy of this letter must be submitted to the bank along with the original shipping documents. This requirement will also be a condition in the Letter of Credit.

CPSTL reserves the right to reject any material, equipment, or component that, in the opinion of CPSTL engineers or the certifying authority, does not comply with the relevant standards and specifications.

## 2.4 WARRANTY

The supplier shall provide a manufacturer's warranty/guarantee for a minimum period of **twelve (12) months** from the date of delivery of the item/s to CPSTL. The specific warranty terms and conditions must be clearly stated in the bid.

In the event of a failure or defect in any item/s, during the warranty period, the supplier shall replace the defective item/s at no additional cost to CPSTL, including any associated transportation and installation costs.

## 2.5 PACKING

All items must be packed in seaworthy packaging that is suitable to protect them from adverse weather conditions, mechanical shocks, and any other potential damage during the voyage, handling, and storage. The packing should ensure the integrity of the goods throughout transit until they are safely delivered to the final destination.

## 2.6 DELIVERY SCHEDULE

All items must be delivered to CPSTL within **sixteen (16) weeks** from the date of establishment of the Letter of Credit or the issuance of the Purchase Order. A shorter delivery period is highly encouraged. However, bidders are required to clearly indicate the exact period within which they can deliver the items.

## 2.7 MODE OF PAYMENT

### 2.7.1 FOREIGN SUPPLY BASIS

Payment shall be made via an irrevocable, non-transferable Letter of Credit (L/C) issued to the principal supplier. The payment terms are as follows:

- **90% of the L/C Value:** To be paid at sight upon presentation of required shipping documents.
- **10% of the L/C Value:** To be released upon the successful completion of the order, in accordance with the terms and conditions of the contract.

#### Charges:

- Any bank charges incurred due to amendments to L/C terms at the supplier's request shall be borne by the supplier/beneficiary.
- L/C opening charges shall be borne by the applicant, while all other charges outside the country are to be borne by the supplier/beneficiary. If the supplier/beneficiary requires a confirmed L/C, the confirmation charges shall be borne by the supplier/beneficiary. However, CPSTL does not guarantee the issuance of a confirmed L/C.
- Upon request, CPSTL will provide details of the L/C issuing bank in Sri Lanka.

#### L/C Draft:

- CPSTL will provide a draft L/C for the beneficiary's approval before transmission. The beneficiary must confirm or request adjustments within three (03) working days from the receipt of the draft.

**Pro Forma Invoice:** For timely processing of the Import License and establishment of the L/C, the following details must be included in the Pro Forma Invoice:

1. Pro Forma Invoice Number, Date, Supplier's Address & Contact Details.
2. Country of Origin and Manufacture.
3. Country & Port of Shipment.

4. Harmonized System (HS) Number.
5. Bank Account Details of the Declared Principal/Beneficiary.
6. Name, Address, SWIFT/IBAN/Sort Code of the Bank for L/C Negotiation.
7. Latest Date of Shipment/Delivery Period.

**Local Charges:**

- Charges quoted in Sri Lankan Rupees (if any), along with all applicable taxes, shall be paid to the authorized agent within one (01) month after the successful completion of the order as per the contract terms.

**Additional Conditions:**

- No payment will be made to a local entity in foreign currency.
- The name of the declared principal supplier/beneficiary cannot be changed at any time.

**2.7.2 LOCAL SUPPLY BASIS**

Payment will be made in Sri Lankan Rupees within one (01) month upon the successful completion of the order, in accordance with the terms and conditions of the contract.

An advance payment can be arranged for maximum of 30% of the contract value, against an acceptable advance payment guarantee.

The advance payment guarantee shall be an unconditional on demand guarantee issued by a recognized commercial bank operating in Sri Lanka.

**Additional Conditions:**

- The name of the declared principal supplier/beneficiary cannot be changed at any time.

**2.8 SHIPPING DOCUMENTATION**

**Foreign Supply Basis**

Immediately after the consignment has been shipped, the supplier must send an email to [procure@cpstl.lk](mailto:procure@cpstl.lk) providing the name of the vessel along with relevant shipping details.

Additionally, within five (05) days of the Bill of Lading issuance, a complete set of the following shipping documents must be emailed to [procure@cpstl.lk](mailto:procure@cpstl.lk):

1. **Bill of Lading (B/L):** Clean on board, indicating whether freight is prepaid or to be collected (as per the award), made in favor of the Sri Lankan bank nominated by CPSTL, with Colombo as the destination, and Ceylon Petroleum Storage Terminals Limited as the notifying party.
2. **Commercial Invoice:** Detailing the FOB, Marine Insurance, Sea Freight, and CIF values separately in accordance with INCOTERMS 2020 (as per the award).

3. **Packing List.**
4. **Manufacturer's Certificate:** Confirming that the shipped items were manufactured by the supplier, including the Country of Origin.
5. **Copy of "LETTER OF ACCEPTANCE TO SHIP/DELIVER":** Issued by CPSTL.
6. **Freight Payment Receipt:** From the freight agent, applicable if the shipment is dispatched on a CFR/CIF basis.

**Responsibility for Documentation:**

The supplier is responsible for ensuring that all documents comply with the Letter of Credit (L/C) terms and are submitted to the bank in a timely manner. The documents must be made available at the nominated bank in Sri Lanka promptly. Should any delay in submitting L/C-compliant documents result in cargo demurrage, detention charges, or shipping guarantee charges, the supplier will be held liable for these costs.

## **2.9 DELAYS IN DELIVERY**

If the supplier fails to deliver the item(s) within the stipulated and agreed delivery dates as specified in the procurement document, the supplier shall, upon request by CPSTL, be obligated to make immediate alternative arrangements to ensure that the item(s) are delivered to CPSTL without delay.

In the event the supplier is unable or fails to make such arrangements, CPSTL reserves the right to procure the required item(s) from an alternate source without further notice to the supplier. Any additional costs incurred by CPSTL in securing these alternative supplies shall be recoverable from the supplier.

## **2.10 LIQUIDATED DAMAGES**

If the supplier fails to deliver the item(s) within the specified period or fails to replace any rejected item(s) within the allowed period, the supplier shall be liable to pay Liquidated Damages (LD) as a pre-estimated amount of 1% of the total contract value per week of delay, up to a maximum of 10% of the total item value.

CPSTL reserves the right to recover the applicable LD from the supplier. Furthermore, if the supplier fails to deliver the item(s) within the agreed delivery period without providing a reasonable and proven justification to CPSTL, or if the LD reaches the maximum limit of 10% of the total item value, CPSTL reserves the right to cancel the award of the tender.

## **2.11 DEFAULTS BY SUCCESSFUL BIDDER**

If, in the opinion of CPSTL, the successful bidder becomes incapable or unable to supply the item(s) offered in the bid, CPSTL reserves the right to procure the item(s) from alternative sources without any liability to the successful bidder.

In the event of default in supply or breach of any contractual provisions by the successful bidder, the bidder shall be liable to compensate CPSTL for all losses, damages, and expenses incurred as a result of such default or breach.

Additionally, the supplier may be placed on the list of defaulting suppliers, rendering them ineligible for future CPSTL tenders. In the case of default on a foreign supply basis bid, this penalty will extend to the local agent, the foreign principal, and the manufacturer. For defaults on a local supply basis bid, the local bidder shall be suspended.

## **2.12 PATENT INFRINGEMENT**

The supplier shall defend CPSTL against any claims or legal actions alleging patent infringement related to the items supplied under this contract. The supplier shall bear all costs and expenses associated with such litigation.

CPSTL reserves the right to be represented by counsel of its choosing, at its own expense, in any such proceedings. The supplier shall be responsible for paying any damages, profits, and/or costs awarded as a result of the patent infringement claim.

## **2.13 CONTRACT NOT TO BE SUBLET**

The supplier shall not assign or sublet any part of the contract without the prior written consent of the Chairman of the DPC.

In cases where written authorization is granted for assignment or subletting, the supplier remains fully responsible for the performance of all obligations under the contract, including those that have been assigned or sublet.

## **2.14 SUPPLIER'S STANDARD CONDITIONS OF SALE**

The supplier's standard conditions of sale, whether included in quotations, invoices, or other documentation, shall not be considered. The terms and conditions outlined in this procurement document of CPSTL shall take precedence.

## **2.15 FORCE MAJEURE**

The supplier shall not be liable for delays or failures in performance due to events beyond their control, including acts of God, war, strikes, invasion, civil war, rebellion, revolution, insurrection, military action, earthquake, plague, or tsunami.

Except for these force majeure events, the supplier shall bear all risks and liabilities associated with incidents or circumstances related to the supply of the items.

## 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

For additional information or clarifications, please contact the Manager, Procurement Function, Ceylon Petroleum Storage Terminals Limited (CPSTL), at the following address:

**Manager, Procurement Function**

Ceylon Petroleum Storage Terminals Limited (CPSTL)  
Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka

**Office Hours:**

Monday to Friday, 0900 hrs to 1600 hrs (Sri Lanka Time, GMT+5:30)

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

**Facsimile:** +94-11-2074299

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

Please ensure that all inquiries are made before the bid closing date.

**The Chairman**

**Department Procurement Committee (Minor)**

**C/o Manager Procurement**

**Ceylon Petroleum Storage Terminals Limited**

**Procurement Function**

**01<sup>st</sup> Floor, New Building**

**Kolonnawa, Wellampitiya**

**Sri Lanka.**

**02<sup>nd</sup> June 2025**

### **3 SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS**

### 3.1 SCOPE OF SUPPLY

- 3.1.1 Supply of 1 No of Magnetic Flux Leakage (MFL) Tank Floor Scanner.
- 3.1.2 Country of origin and manufacture should be European, USA or Japanese.
- 3.1.3 MFL Tank Floor Scanner suitably protected for transportation and suitable for abnormal weather conditions.
- 3.1.4 Supplier should give a manufacturer's warranty for all the equipment supplied by him for a period of 12 months from the date of delivery to CPSTL.
- 3.1.5 Supply of as built detailed drawings, all test certificates, calibration certificates, operation and maintenance manual along with the MFL Tank Floor Scanner in English Language.
- 3.1.6 Supplier should provide Standard Calibration Plate/s for the Magnetic Flux Leakage (MFL) Tank Floor Scanner.
- 3.1.7 Supplier should provide list of spares needed within 5 years, if any and prices of such spares.
- 3.1.8 Supplier should arrange training in operation, maintenance, troubleshooting & calibration of the offered MFL Tank Floor Scanner at his factory for two Engineers. This training should comprehensively cover all functions and analysis features of the instruments with practical demonstration to meet the satisfactory level of CPSTL engineers. All cost including accommodation, Cost of return air charges, food and local expenses shall be borne by the supplier.
- 3.1.9 Third party inspection by one of following third party inspection companies at the manufacturer's shops and submission of third party inspection report to CPSTL.
  - Lloyds
  - S. G. S.
  - Bureau Veritas
  - ABS

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

**Date:.....**

***Company Seal (Rubber Stamp)***



## 3.2 TECHNICAL SPECIFICATIONS

Principle of Operation	: Array Magnetic Flux Leakage & Magnetic Field Reluctance (STARS)
Compliance	: API 653
Top and bottom discrimination	: should be able to discriminate top and bottom
Detection capability	: 20% or more material loss under floor and top surface, 2 mm in diameter
Test through Coatings Thickness	: minimum 1 mm
Speed	: minimum 500 mm/sec
Scanned width	: minimum 300 mm
Plate Thickness Range	: 4 mm to 16 mm
Positional Accuracy	: $\pm 0.04\%$ or more
Un-scanned area	: Maximum 12mm in critical zone & specify the corner dead zone
Method of Propulsion	: Motor driven, anti-static drive wheels
Dimensions (W×H×D)	: maximum 510 × 1000 × 700mm
Weight	: should be less than 65 kg
Maximum Width	: 510 mm (Should be able to enter through 520 Manway)
Batteries	: Supply with 3 standard Batteries and charger for continuous use
Typical Battery Operational Time	: up to 4 hours
Operating Temperature	: 10 °C to 40 °C
Storage Temperature	: 10 °C to 40 °C
Lighting	: Front and rear LED Lighting
Screen	: Detachable and Touch Screen
Analysis Software	: should be provided and compatible with Windows

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

**Date:.....**

***Company Seal (Rubber Stamp)***

## **4 SCHEDULES**

## 4.1 SCHEDULE OF PRICES - FOREIGN SUPPLY BASIS

Table 1.1				
Item	Item Description	Unit	Qty.	Total Price in (Currency.....)
1	Magnetic Flux Leakage (MFL) Tank Bottom Scanner with all accessories	Each	01	
2	Supply Standard Calibration Plate/s	Item	01	
Total Item value				
3	Other FOB charges			
Total FOB				
4	Sea Freight charges			
Total CFR				
5	Marine Insurance charges			
Total CIF		In figures:		
		In words:		

<b>Table 1.2</b>		
<b>Item</b>	<b>Item Description</b>	<b>Total Price in (currency.....)</b>
<b>6</b>	Cost of Third Party Inspection (TPI)	
<b>7</b>	Cost of Training for 02 CPSTL Engineers	
<b>Total</b> <i>If offered in LKR, please specify the applicable taxes</i>		<b>In figures:</b>
		<b>In words:</b>

Cont...

<b>Table 1.3</b>		
<b>Item</b>	<b>Item Description</b>	<b>Total Price in LKR</b>
<b>8</b>	<b>Other Local charges</b>	
<b>9</b>	<b>SSCL (If applicable)</b>	
<b>Other Local charges excluding VAT</b>		<b>In figures:</b>
		<b>In words:</b>
<b>10</b>	<b>VAT (If applicable)</b>	
	<b>Other Local charges including VAT</b>	

*"If any taxes are not mentioned separately such taxes will be considered as not relevant for the bid"*  
*"Copies of SSCL and VAT registration certificates shall be submitted (if applicable)"*

<b>Table 1.4</b>		
<b>Item Description</b>	<b>Foreign Currency Component (Currency.....)</b>	<b>LKR Component excl. VAT</b>
<b>Table 1.1:</b> Total CIF		
<b>Table 1.2:</b> Total cost of TPI & Training		
<b>Table 1.3:</b> Other Local Charges		
<b>TOTAL CARRIED (1.1+1.2 +1.3 excl. VAT) TO FORM OF BID – Annexure "A-1"</b>	<b>In figures:</b>	<b>In figures:</b>
	.....	.....
	<b>In words:</b>	<b>In words:</b>
	.....	.....

<b>Delivery Period in weeks (Minimum requirement as per COC clause 2.6)</b>	
EXW ready	.....
FOB ready	.....
CIF Colombo Sea Port	.....

<b>HS Code/s</b>	
MFL Tank Floor Scanner	.....

**Cont...**

Other Details	
Country of Origin	.....
Country of Manufacture	.....
Country & Port of shipment	.....
Location of TPI	.....
Est. weight & dimensions of the export packed items	.....

### Details of the Manufacturer

Name of the Manufacturer :.....

Country of the Manufacturer :.....

Address :.....

.....

Telephone: ..... Mobile: ..... E-mail: .....

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

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

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

Address :.....

.....

Telephone: ..... Mobile: ..... E-mail: .....

### Details of the Authorized Local Agent (If applicable)

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

Address :.....

.....

.....

Telephone: ..... Mobile: ..... E-mail: .....

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

**Cont...**

### Details of the Bidder

Name of the Bidder : .....

Address : .....

.....

Telephone: .....

Mobile: .....

E-mail: .....

Signature of the Bidder: .....

Date:.....

*Company Seal (Rubber Stamp)*

DUPLICATE

## 4.2 SCHEDULE OF PRICES - LOCAL SUPPLY BASIS

Table 2.1

Table 2.1				
Item	Item Description	Unit	Qty.	Total price in LKR
1	Magnetic Flux Leakage (MFL) Tank Bottom Scanner with all accessories	Each	01	
2	Supply Standard Calibration Plate/s	Item	01	
Total Item value excluding taxes				
3	SSCL (If applicable)			
Total Item value excluding VAT		In figures:		
		In words:		
4	VAT (If applicable)			
Total Item value including VAT				

Table 2.2

Item	Item Description	Total Price in LKR
5	Cost of Third Party Inspection (TPI)	
6	Cost of Training for 02 CPSTL Engineers	
7	SSCL (If applicable)	
Total TPI cost excluding VAT		In figures:
		In words:
8	VAT (If applicable)	
Total TPI cost including VAT		

Cont...

<b>Table 2.3</b>	
<b>Item Description</b>	<b>Total excl. VAT</b>
<b>Table 2.1:</b> Total Item value excluding VAT	
<b>Table 2.2:</b> Total cost of TPI & Training excluding VAT	
<b>TOTAL (2.1 excl. VAT + 2.2 excl. VAT) CARRIED TO FORM OF BID-Annexure "A-2"</b>	<i>In figures: .....</i>
	<i>In words:</i> ..... .....

*"If any taxes are not mentioned separately such taxes will be considered as not relevant for the bid"  
"Copies of SSCL and VAT registration certificates shall be submitted (if applicable)"*

<b>Delivery Period in weeks</b> <i>(Minimum requirement as per COC clause 2.6)</i>	
Delivery to CPSTL	.....

<b>Other Details</b>	
Country of Origin	.....
Country of Manufacture	.....
Country & Port of shipment	.....
Location of TPI	.....

### **Details of the Manufacturer**

Name of the Manufacturer :.....

Country of the Manufacturer :.....

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

Telephone: .....

Mobile: .....

E-mail: .....

**Cont...**



### **Details of the Bidder**

Name of the Bidder :.....

Address :.....

.....

Telephone: .....

Mobile: .....

E-mail: .....

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

**Date:.....**

***Company Seal (Rubber Stamp)***

Duplicate

## **5 ANNEXES**

## 5.1 FORM OF BID - FOREIGN SUPPLY BASIS

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

Dear Sir,

### BID FOR THE SUPPLY MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the SUPPLY OF MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER - Tender Ref No: KPR/30/2025 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 procurement document.
- A-5** I/We agree to abide by this bid **minimum until 14.10.2025**. Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6** I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- A-7** I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance bond (in case of a bank guarantee) contained in Annexure "D" and confirm our compliance with the said performance security in the event of award of bid.
- A-8** I/We affirm that the said items will be delivered to CPSTL **within ..... weeks** period from the date 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 1.4 - Schedule A-1]*

.....  
*[insert total foreign currency price in words as shown in the Table 1.4 - Schedule A-1]* and

.....  
*[insert total LKR price in figures excluding VAT (if applicable) as shown in Table 1.4 - Schedule A-1]*

.....  
*[insert total LKR price in words excluding VAT (if applicable) as shown in Table 1.4 - Schedule A-1]*

For the SUPPLY OF MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER as detailed out in this procurement document and details of the total price is as given in the Schedule of Prices - Schedule "A-1."

**Dated this** ..... **day of** .....**2025** *[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** : .....  
.....  
.....

**Company Seal (Rubber Stamp)**

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

Dear Sir,

### BID FOR THE SUPPLY OF MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the SUPPLY OF MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER - Tender Ref No: KPR/30/2025 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 procurement document.
- A-5** I/We agree to abide by this bid **minimum until 14.10.2025**. Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6** I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- A-7** I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance bond (in case of a bank guarantee) contained in Annexure "D" and confirm our compliance with the said performance security in the event of award of bid.
- A-8** I/We affirm that the said items will be delivered to CPSTL **within ..... weeks** period from the date 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 LKR price in figures excluding VAT as shown in Table 2.3 - Schedule A-2]*

.....  
*[insert total LKR price in words excluding VAT as shown in Table 2.3 - Schedule A-2]*

For the SUPPLY OF MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER as detailed out in this procurement document and details of the total price is as given in the Schedule of Prices - Schedule "A-2."

**Dated this** ..... **day of** .....**2025** *[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** : .....  
.....  
.....

**Company Seal (Rubber Stamp)**

**Witnesses:**

**1. Signature:** .....

**2. Signature:** .....

Name: .....

Name: .....

Address: .....

Address: .....

.....

.....

.....

.....

**5.3 NON-COLLUSION AFFIDAVIT****NON-COLLUSION AFFIDAVIT****SUPPLY OF MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER – KPR/30/2025**

I .....of .....as the tenderer or agent (bearing NIC No. ....) hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

- a) That I have not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing me, entered into any combination, collusion, or similar agreement with any person in connection with the price to be tender;
- b) That I or anyone representing me has not taken any step whatsoever to prevent any person from tendering, nor to induce anyone to refrain from tendering; and
- c) That this tender is made without reference to any other tender and without any agreement, understanding, or combination with any other person in reference to this tender.

I further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this tender.

I accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the tender process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirming above named and he/she having understood the contents therein and admitted to be correct, affirmed and ..... set his/her signature hereto before me)

Signature of bidder on this .... day of ..... 2025 at .....

NIC No:.....

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

**Official Seal:**

## 5.4 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 MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER under Tender Reference No: KPR/30/2025 ("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 09.12.2025)]*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date .....

This guarantee shall be governed by the laws of Sri Lanka.

.....  
***[signature(s) of authorized representative(s)]***

**Seal (where applicable)**

## 5.5 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/30/2025 dated .....*[insert date of bid]* with you, for the SUPPLY OF MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER under Tender Reference No: KPR/30/2025 (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 ....., 2025 *[Insert (by issuing agency) date, twenty-eight (28) days beyond the scheduled completion date of the contract]* 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)**

## 5.6 FORMAT OF CONTRACT AGREEMENT – KPR/30/2025

THIS CONTRACT AGREEMENT is made and entered into at Colombo on the ..**day of .....**  
**2025**

BY AND BETWEEN

- (1) Ceylon Petroleum Storage Terminals Limited a Company dully incorporated under and in terms of Conversion of Public Corporation or Government Owned Business undertaking into Public Companies Act No. 23 of 1987 and registered under the Companies Act No.07 of 2007 under the Company Registration Number PB1221, having its registered office at Nimawa, Kolonnawa, Wellampitiya, Sri Lanka (*hereinafter called and referred to as "the Purchaser" which terms or expression as herein used shall where the context so requires or admits mean and include the said Ceylon Petroleum Storage Terminals Limited, its successors, agents and assigns*) of the one part and,
- (2) .....a body established under the Companies Act No.07 of 2007 under the Company Registration Number .....and having its registered office at .....(*hereinafter called and referred to as "the Supplier" which terms or expression as herein used shall where the context so requires or admits mean & include the said ....., its successors, agents and assigns*) as the other part.

WHEREAS the Purchaser invited bids for the Supply of certain Goods and ancillary services, viz., "SUPPLY OF MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR SCANNER – Tender Ref No: KPR/30/2025" 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 excluding 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.
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.

*Cont....*

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**

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

In the presences of witness:

Name :.....

NIC No :.....

Signature :.....

Address :.....

.....  
.....

**signed into at ..... on the ... day of ..... 2025**

**For and on behalf of CPSTL**

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

In the presences of witness:

Name :.....

NIC No :.....

Signature :.....

Address :.....

.....  
.....

**signed into at ..... on the ... day of ..... 2025**

**5.7 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 MAGNETIC FLUX LEAKAGE (MFL) TANK FLOOR  
SCANNER

**Tender Ref :** KPR/30/2025

To: The Chairman  
Department Procurement Committee (Minor)  
C/o Manager Procurement  
Procurement Function  
01<sup>st</sup> 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 procurement 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]:*

.....

.....

**Date:** .....

**Company Seal (Rubber Stamp)**

**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.

S/N	Requirement/Condition	Complied	Deviations
01.	Public Contract Registration (Certificate PCA-03) as per ITB clause 1.5, submitted <i>(if applicable)</i>		
02.	Signature Authorization as per ITB clause 1.8		
03.	Bid Security as per ITB clause 1.17, submitted		
04.	Letter of Manufacturer's Authorization as per ITB clause 1.18, and Annexure "F", 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.	Duly filled, stamped & signed Non-collusion Affidavit as per ITB clause 1.20 and Annexure "B", submitted		
08.	Compliance with Performance Security as per COC clause 2.1, in case of award		
09.	Compliance with Contract Agreement as per COC clause 2.2, in case of award		
10.	Compliance with TPI/Witness visit as per COC clause 2.3, in case of award		
11.	Compliance with Warranty as per COC clause 2.4, in case of award		
12.	Compliance with Delivery Schedule as per COC clause 2.6, in case of award		
13.	Compliance with Mode of Payment as per COC clause 2.7, in case of award		
14.	Compliance with Shipping Documentation as per COC clause 2.7, in case of award on Foreign Supply basis		
15.	Duly completed Technical Specifications as per Section 03, submitted		
16.	Agreed with Freight arrangement through Ceylon Shipping Corporation or their nominated freight forwarder and Marine Insurance through Local Insurance Company, in case of award on FOB/CFR basis in Foreign Supply basis offer		
17.	Agreed to produce a copy of the freight payment receipt received from the freight agent, in case of award on CFR/CIF basis in Foreign Supply basis offer		

Signature of the Bidder: .....

Date:.....

Company Seal (Rubber Stamp)