

CEYLON PETROLEUM STORAGE TERMINALS LIMITED



BIDDING DOCUMENT

TENDER FOR THE SUPPLY AND MAINTENANCE OF 37Nos. WIDE CARRIAGE DOT MATRIX PRINTERS

BID NO: KPR/16/2020

The Chairman
Department Procurement Committee
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
1st Floor, New Building
Oil Installation
Kolonnawa.
Sri Lanka.
Telephone : 0094-11-2572156.
Fax : 0094-11-2572155.
E-Mail : procure@cpstl.lk

Contents

INVITATION FOR BIDS (IFB).....	1
1.0 INSTRUCTION TO BIDDERS.....	2
1.1 SCOPE OF SUPPLY & DELIVERY.....	3
1.2 ISSUE OF BIDDING DOCUMENTS.....	3
1.3 ALTERNATIVE BID/S.....	4
1.4 DOCUMENTS & DETAILS TO ACCOMPANY BID.....	4
1.5 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID.....	6
1.6 FORMAT & SIGNING OF BID.....	7
1.7 AMENDMENTS/ CLARIFICATIONS OF BIDDING DOCUMENT.....	7
1.8 SUBMISSION OF BID.....	8
1.9 CLOSING & OPENING OF BID.....	9
1.10 BUSINESS REGISTRATION AND PUBLIC CONTRACT ACT.....	10
1.11 MANUFACTURE OF AUTHORIZATION.....	10
1.12 MINIMUM VALIDITY PERIOD OF OFFERS.....	10
1.13 BID SECURITY.....	11
1.14 FORM OF BID.....	12
1.15 SCHEDULE OF PRICES.....	12
1.16 CORRECTIONS OF ERRORS.....	12
1.17 EVALUATION OF BIDS.....	13
1.18 POWER TO ACCEPT OR REJECT OFFERS.....	13
1.19 AWARDING CRITERIA.....	14
1.20 CONTRACT NOT TO BE SUBLET.....	14
1.21 NOTICE OF ACCEPTANCE.....	14
2.0 CONDITIONS OF CONTRACT.....	15
2.1 PERFORMANCE SECURITY.....	16
2.2 MODE OF PAYMENT.....	16
2.3 DELIVERY.....	17
2.4 COMPREHENSIVE MANUFACTURE’S WARRANTY.....	17
2.5 FORCE MAJEURE.....	19
2.6 LIQUIDATED DAMAGES.....	19
2.7 PATENT INFRINGEMENT.....	19
2.8 GOVERNING LAW & JURISDICTION.....	19
2.9 CONTRACT NOT TO BE SUBLET.....	19

2.12	SUPPLIER'S STANDARD CONDITIONS OF SALE	20
2.13	ANY OTHER INFORMATION.....	20
ANNEXURES.....		22
ANNEXURE "A"	- SCHEDULE OF PRICES.....	23
ANNEXURE "B"	- TECHNICAL SPECIFICATIONS & CONDITIONS	25
ANNEXURE "C"	- FORM OF BID.....	28
ANNEXURE "D"	- FORM OF BID SECURITY	30
ANNEXURE "E"	- FORM OF PERFORMANCE SECURITY	32
ANNEXURE "F"	- FORM OF MANUFACTURER'S AUTHORIZATION.....	34
ANNEXURE "G"	- FORM OF DETAILS REQUIRED.....	36
ANNEXURE "H"	- COMPLIANCE / DEVIATIONS SHEET.....	39
ANNEXURE "I"	- FORM OF AGREEMENT	40



INVITATION FOR BIDS (IFB)

BID NO: KPR/16/2020

CEYLON PETROLEUM STORAGE TERMINALS LTD (CPSTL)

TENDER FOR THE SUPPLY, DELIVERY, AND MAINTENANCE OF 37 NOS. WIDE CARRIAGE DOT MATRIX PRINTERS

The Chairman, Department Procurement Committee, on behalf of the Ceylon Petroleum Storage Terminals Limited, will receive sealed bids from Manufacturer, authorized export agents or accredited local agents in Sri Lanka for the Supply, Delivery and Maintenance of 37 Nos. Wide Carriage Dot Matrix Printers.

Bid details are available on our Website www.cpstl.lk and the documents could be obtained from the undersigned between 0800 hrs. and 1400 hrs. on any working day up to, **25.03.2020** payment of a non-refundable Tender Document fee of **Rs. 1,000.00** for each. Bidders are requested to inspect the bidding document prior to purchase and once it is purchased document fee is not refundable for any reason whatsoever.

Bid will be closed at 1400hrson 26.03.2020 and opened immediately thereafter at the office of Manager (Procurement). Bidders or their authorized representatives will be permitted to be present at the opening of the bids.

Bid shall be valid till **14.05.2020**

All bid shall be accompanied by a Bid Security of LKR 13,000.00(Sri Lanka Rupees Thirteen thousand only) Bid Security shall be valid up to **11.06.2020**

The duly perfected Bid may be sent through the post under registered cover or Bidder or his authorized representative may deposit the Bid in the tender box at the office of Manager (Procurement), Procurement Function, 1st Floor, New Administration Building, Oil Installation, Kolonnawa at or before **1400hrs on 26.03.2020**

For further details, please contact Manager Procurement on Tel: 011-2572156 / 011-5750764, Fax: 011 2572155, e-mail: procure@cpstl.lk

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

1.0 INSTRUCTION TO BIDDERS

TENDER FOR THE SUPPLY, DELIVERY, AND MAINTENANCE OF 37Nos. WIDE CARRIAGE DOT MATRIX PRINTERS

1.0 INSTRUCTION TO BIDDERS

1.1 SCOPE OF SUPPLY & DELIVERY

The Chairman, Department Procurement Committee [DPC] on behalf of Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Sri Lanka will invite sealed Bids from Manufacturer authorized export agents or accredited local agents to **supply, delivery, and maintenance of 37Nos. Wide Carriage Dot Matrix Printers** conforming to the technical specifications of **Annexure “B”** & Conditions given under this Instructions to Bidders (ITB).

Additional services provided by the bidder is not covered in this bidding document, shall be stated clearly. If no exceptions are stated, the DPC would assume that the bidder conforms to most stringent conditions of the bidding document.

Any intending bidder shall have past records of supplying the offered make on official use in Sri Lanka to a similar magnitude for the last five (05) years together with supply details & user recommendations and/or reviews, unless the make offered has proved itself for the satisfaction of CPSTL.

The authorized agent should have a workshop in Colombo or suburb, and regional workshop(s) & other facilities in Sri Lanka to provide after sales services island wide.

Bids not submitted along with total cost of extended manufacturer’s comprehensive warranty and/or comprehensive maintenance for 4th & 5th years required in the Schedule of Prices, are liable for rejection.

1.2 ISSUE OF BIDDING DOCUMENTS

Bidding documents could be obtained on any working day between **0800 to 1400 hrs up to 25.03.2020** from the Office of

Manager (Procurement),
Procurement Function,
01st Floor, New Building,
Ceylon Petroleum Storage Terminals Limited,
Kolonnawa,
Wellampitiya,
Sri Lanka

on cash payment of a non-refundable bidding fee of **Rs. 1,000.00 (One Thousand Sri Lank Rupees)**. Parties interested in obtaining a Bid Document should submit a request letter on their Company Letter Head.

Tender document consists of the following:

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

1.3 ALTERNATIVE BID/S

- a) Alternative bids submitted by a bidder, shall be considered as a separate bid and it shall be supported with a separate Form of Bid and Bid Security. However, the Alternative Bid shall not be considered for the purpose of evaluation.
- b) If the original Bid submitted by the Bidder is considered as the lowest evaluated and substantially responsive Bid, the bidder’s Alternative Bid will be compared with his original Bid.
- c) Under no circumstances an Alternate Bid shall be accepted at a higher price than the Bid price of the original Bid.

1.4 DOCUMENTS & DETAILS TO ACCOMPANY BID

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

- a) A copy of Price of schedule as per Annexure “A”.
- b) Authorized export agent should possess a copy of **“Letter of Authority”**.

- c) All technical details inclusive of product literature / Catalogues of the available Printer in English language.
- d) Details of after sale services and the service agreement:

Annual Maintenance Contract for comprehensive maintenance for 02 years after the warranty period. The supplier must specify the printer parts covered under the warranty. In case a printer is in out of order for an extended period without resolving the issue during the warranty period, supplier should provide an extended warranty considering this lost time period.
- e) Company background, place of business, number of years of experience in supplying similar products, a list of users of the quoted printers supplied for the past 5 years and their names of contact personnel, addresses, fax numbers, phone numbers and e-mail addresses.
- f) Service facilities available island wide and type of services provide in Sri Lanka and capacity of service personnel
- g) Details of technical personnel; provide details of a qualified technical personnel who is confident enough to repair/service printers(*please* mention about their expertise on brand name-wise)and provide training on operations and maintenance of the Printer to the IT staff.
- h) All terms and conditions of 03 years' Comprehensive warranty. (To be elaborated by manufacturer and/or local agent separately) Completed Form of Details Required, accommodating above mentioned as per **Annexure "G"**.
- i) Form of Bid as per **Annexure "C"**.
- j) Form of Bid Security as per **Annexure "D"**.
- k) Form of Manufacturer's Authorization as per **Annexure "F"**.
- l) Dully completed form of Compliance / Deviation Sheet **Annexure "H"**.
- m) Dully completed and certified document of Scope of Work and Technical Specifications sheet As per **Annexure "B"**.
- n) Signature authorization – Authorization letter from the company (bidder) authorizing the signatory for signing the tender on behalf of the bidder.
- o) Detailed profile of the company of the manufacturer and the country of manufacture, year of manufacture, make/model of the Printer etc., together with

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

- p)** A certificate from the manufacturer certified that all spare parts for the models offered will be manufactured & freely available for CPSTL to import direct from them for a minimum period of five (05) years from the date of submission of the bid. (To be specified by a covering letter)
- q)** To prove the Energy efficiency of the offered model, energy consumption chart/details and /or Certification of **ENERGY STAR** to be submitted.
- r)** To prove the Environmental standards of the offered model, chart/details and /or Certification of Environmental standards to be submitted.
- s)** Public Contract Registration (Certificate of PCA-03) - vide ITB clause 1.10
- t)** Soft Copies of Bid Document (Scanned copies) and User Guide of the quoted model to be submitted in addition to Hardcopy of the Bid document (CDs/DVDs along with the bid).
- u)** Bid validity period.
- v)** Copy of Business Registration
- w)** All other details and documentary requirements as requested under this tender.

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

1.5 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

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

The bidder's modification or substitution shall be prepared, sealed, marked and dispatched as follows:

The bidder shall provide an original and a duplicate, as specified in the ITB clause 1.6, of any modification or substitution to his/her bid, clearly identified as such in two envelopes, duly marked "**ORIGINAL**" & "**DUPLICATE**". The envelopes shall be sealed in an outer envelope, duly marked "**BID MODIFICATION**" or "**BID SUBSTITUTION**" and with "**- BID FOR THE TENDER FOR THE SUPPLY,**

DELIVERY, AND MAINTENANCE OF 37 Nos. WIDE CARRIAGE DOT MATRIX PRINTERS– KPR/16/2020” – CLOSING DATE: 26.03.2020

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

Bid modifications, substitutions or withdrawal notices received after the deadline for submission of bids will be ignored, and the submitted bid will deem to be valid.

1.6 FORMAT & SIGNING OF BID

The bidder shall prepare an original and a duplicate of the bid specified above, clearly marking as, “**BID FOR THE TENDER FOR THE SUPPLY, DELIVERY, AND MAINTENANCE OF 37 Nos. WIDE CARRIAGE DOT MATRIX PRINTERS– KPR/16/2020” – CLOSING DATE 26.03.2020** original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.

Bidder shall incorporate a Signature Authorization letter along with his/her bid, which is authorizing a person/s to represent the company in submitting the bid, and if successful, to sign the respective agreement/contract with CPSTL. The letter shall be signed by the Management of the company and the person/s who signs the bid on behalf of the company and shall be affixed by the common seal of the company. This letter shall be produced on the company letter head.

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

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

1.7 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 five (05) working days prior to the deadline for submission of bids.

A prospective bidder requiring any clarification regarding the provisions or terminology of the bidding document should notify the DPC in writing by hand or post

to the mailing address which is indicated in ITB Clause 1.8 or by email to procure@cpstl.lk.

The DPC 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 specified. Copies of the DPC'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 three (03) days prior to the closing of the tender.

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.

1.8 SUBMISSION OF BID

Bidders should quote their prices in the annexed "Schedule of Prices" and forward same in duplicate. The Original & Duplicate copy of the Bid should be placed in separate envelopes marked "**ORIGINAL**" & "**DUPLICATE**". Both envelopes should be enclosed in one securely sealed cover marked **BID FOR THE TENDER FOR THE SUPPLY, DELIVERY, AND MAINTENANCE OF 37Nos. WIDE CARRIAGE DOT MATRIX PRINTERS-** Tender No: KPR/16/2020 Closing Date:26.03.2020 on the top left-hand corner, and addressed to

The Chairman,
Department Procurement Committee,
Procurement Function,
01st Floor,
New Building,
Ceylon Petroleum Storage Terminals Limited,
Kolonnawa,
Wellampitiya,
Sri Lanka.

Or bidders could deposit their offers in the Tender Box provided for this purpose available at the above address.

Bidder may submit an alternative offer/s; however the bidder shall submit such bids in separate sets of original documents obtained from the procurement Function, Ceylon Petroleum Storage Terminals Limited, Kolonnawa. No document shall be copied for the purpose of submitting alternative offer/s. Each offer should be submitted with all the required documents separately as per the original bid and should be marked as “**ALTERNATIVE OFFER**” to **BID FOR THE TENDER FOR THE SUPPLY, DELIVERY, AND MAINTENANCE OF 37 Nos. WIDE CARRIAGE DOT MATRIX PRINTERS - Tender No: KPR/16/2020 Closing Date:26.03.2020** on the top left hand corner. Failure to furnish required documents along with the alternative offer/s may lead to rejection of the offer.

The Bidder should submit their bidding documents by Registered post, Courier service or by hand delivery, not later than **1400 hrs. on 26.03.2020**

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

1.9 CLOSING & OPENING OF BID

- a) Bids , enclosed, sealed marked & addressed as aforesaid, should be sent under registered cover or sealed cover to reach the Chairman, Department Procurement Committee, not later than **1400 hrs. On 26.03.2020** or could deposit in the Tender Box provided for this purpose at the Office of Manager (Procurement), Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka.

Bids will be closed at **1400 hrs on 26.03.2020** and open immediately thereafter at Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka.

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

b) Late Bids

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

1.10 BUSINESS REGISTRATION AND PUBLIC CONTRACT ACT

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

Any person who act as an agent or sub-agent, representative or nominee for or on behalf of a manufacturer/principal supplier, shall register himself and the contract as per Public Contracts Act, No 3 of 1987 for every public contract exceeding Five million Sri Lanka Rupees (LKR 5,000,000.00). The Certificate of Registration (FORM PCA 03) issues by the Registrar of Public Contracts of Sri Lanka in term of section 11 of the said Act shall be submitted along with the bid, only if the total value exceeding Five million Sri Lanka Rupees (LKR 5,000,000.00).

1.11 MANUFACTURE OF AUTHORIZATION

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

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

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

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

1.12 MINIMUM VALIDITY PERIOD OF OFFERS

- a) All offers should be valid **until 12.05.2020** Bidders should however, clearly indicate the maximum period that their offer would be valid.
- b) A bid valid for a shorter period shall be rejected by the CPSTL as non-responsive. In exceptional circumstance, prior to expiry of the period of validity of bid, the CPSTL may request that the bidders extend the period of validity for

a specified additional period.

- c) All the prices indicated in the Schedule of Prices shall be firm & shall not be subject to any price variation within the validity period of offer specified in (a) above.
- d) On acceptance of the offer, prior to expiry of the period of validity of bid, the validity of offer should be extended for purposes of Purchase and other required documentation if required.

In exceptional circumstances, the employer may request that the bidders extend the period of validity for a specified additional period. If a bidder does not agree for an unconditional extension of the validity of his Bid, his Bid shall be rejected.

1.13 BID SECURITY

Each bid should be accompanied by a Bid Security undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period. Such Security shall be in the form of a Bank Draft or a Bank Guarantee issued by a reputed Commercial Bank Operating in Sri Lanka, and payable to the Ceylon Petroleum Storage Terminals Limited, for a minimum sum of **Thirteen Thousand Sri Lanka Rupees (Rs.13,000.00)**.

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

If the Bidder wishes to submit alternative offers from different PRINTERS (either different models of the same brand name or different brand name to the Main Bid) Manufacturers such alternative offers should be submitted with separate Bid Security.

The Bid Security shall be unconditionally en-cashable on demand by CPSTL and shall be valid minimum until **11.06.2020** A form of Bid Security is attached, **Annexure “D”**.

Failure to submit the Unconditional Bid Security at the time or before the closing of the Bids and in accordance with the said requirements will result in the Bid being rejected. Bid Securities of the unsuccessful Bidders will be returned to them only after award of the tender to the successful Bidder. The Bid Security of the successful Bidder will be returned after receipt of the Performance Bond.

In case of a Bank Guarantee, the Bid Security shall be furnished without a substantial departure to the format given in **Annexure “D”**.

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 1.12.

1.14 FORM OF BID

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

Failure to submit the dully 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.

1.15 SCHEDULE OF PRICES

- a) Schedule of Prices shall be in the form of the **Annexure “A”** given in the document. Bidders are required to duly sign and return the Schedule of Prices marked **Annexure “A”**.
- b) Details of Local cost (if any) & payable in Sri Lanka Rupees should be disclosed in the appropriate column of the Schedule of Prices.
- c) Bids not submitted on the prescribed form and in the manner required are liable for rejection.

1.16 CORRECTIONS OF ERRORS

Bids determined to be substantially responsive will be checked for any arithmetical error and errors will be corrected in the following manner.

- a) Where the discrepancy is between the amount in figure and the amount in words, the amount in words will prevail.
- b) Where the discrepancy is between unit rate and the line total, resulting from multiplying the unit rate by the quantity,
 - 1. The unit rate as quoted will govern.

2. Unless in the opinion of the Chairman, Department Procurement Committee/ TEC there is an obvious gross misplacement of the decimal point in the rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- c) The amount stated in the Bidding Document adjusted in accordance with the above procedure with the concurrence of the Bidder shall be considered as binding upon the Tender. If the bidder does not accept the corrected amount of bid, his bid will be rejected.

1.17 EVALUATION OF BIDS

- a) All the offers along with the required documents received will be evaluated by a TEC to determine the eligibility of responded Bidders and substantial responsiveness of Bids received. Substantially responsive Bid is one, which conforms to the terms & conditions and specifications of the Bidding Document. Incomplete Bids will be rejected.
- b) Purpose of Evaluation and Comparison of Bids, preference will be applied to those who offered additional Manufacturer's comprehensive warranty for a period of 04th and/or 05th years as per clause 2.4.
- c) The Ceylon Petroleum Storage Terminal Limited, with the approval of the Chairman, Department Procurement Committee, may seek in writing, clarification or additional information from any Bidder in regard to Specifications except for Prices. In the absence of any response from the Bidder, within the specified period, the Department Procurement Committee reserves the right to make its own decision.
- d) Only the bids determined to be substantially responsive will be evaluated and compared and award will be made to the substantially responsive, lowest evaluated bid.

1.18 POWER TO ACCEPT OR REJECT OFFERS

- a) The Department Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- b) The "CPSTL" Department Procurement Committee reserves the right to reject any or all Bids, or any part thereof without assessing any reasons. The Department Procurement Committee may accept any or all items of the offers

and reserves the right to increase or decrease the quantity of goods to be contracted for, at prices indicated in the Schedule of Price.

1.19 AWARDING CRITERIA

Subject to ITB clauses 1.17, CPSTL shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive, and the bid value is the lowest among the substantially responsive bids, provided that the bidder is determined to be qualified to perform the contract satisfactorily.

1.20 CONTRACT NOT TO BE SUBLET

The Bidder shall not assign or sublet without written authority of the Chairman / Department Procurement Committee CPSTL, bidder's obligations to supply the items tendered and agreed for. If any part of bidder's obligations has been assigned or sublet with written authority, he/she will nevertheless be held responsible for the due performance of the part assigned or sublet.

1.21 NOTICE OF ACCEPTANCE

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

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

2.0 CONDITIONS OF CONTRACT

TENDER FOR THE SUPPLY, DELIVERY, AND MAINTENANCE OF 37 Nos. WIDE CARRIAGE DOT MATRIX PRINTERS

2.0 CONDITIONS OF CONTRACT

2.1 PERFORMANCE SECURITY

- a) The successful Bidder, on being notified by the Ceylon Petroleum Storage Terminals Limited of the acceptance of his Bid, shall within fourteen (14) days of such notification, furnish at his own expense a Performance Security through a reputed Commercial Bank with the authority of a license issued by Monetary board (Central Bank of Sri Lanka), in a sum equivalent to 10% of the total contract value of the accepted Bid. The Performance Security shall be in accordance and in the form given in **Annexure “E”**.
- b) If the successful Bidder fails to furnish the Performance Security as aforesaid, his name will be placed in the list of defaulting Contractors. Ceylon Petroleum Storage Terminals Limited, shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such Bid, at the risk & expense of the Bidder.
- c) The successful Bidders, in the event of his failure to furnish the Performance Security as required, shall be liable for any losses, costs, expenses & damages which the Ceylon Petroleum Storage Terminals Limited, may sustain in consequence of such failure, and the Bid Security shall be forfeited.
- d) The Purchase order will be issued only after the receipt of the Performance Security. The Performance Security shall be in favour of the Ceylon Petroleum Storage Terminals Limited and shall be valid for a period not less than **Twelve (12) months from the date of final delivery**.
- e) To expedite issuing Purchase Order, the Supplier/Principal shall on his own account instruct his Bank to Fax/ Email the Ceylon Petroleum Storage Terminals Limited the date, amount and validity period of the Performance Security.

2.2 MODE OF PAYMENT

Full payment of the invoice value shall be paid in Sri Lanka Rupees within 30 days, only after the successful completion of the order.

Payment for the comprehensive Maintenance cost of 4th and 5th years will be paid commencement of the respective year.

The successful bidder shall be paid the payment of Annual Maintenance Contract (AMC) as follows:

Offered with Manufacture's Comprehensive Warranty	Payment for post warranty (AMC)	
	04 th Year	05 th Year
03 Years	Yes	Yes
04 Years (Additional 01 year Warranty)	No	Yes
05 Years (Additional 02 years Warranty)	No	No

Any payment term requiring will not be acceptable to CPSTL.

2.3 DELIVERY

The Supply, Delivery and Maintenance of 37 Nos. Wide Carriage Dot Matrix Printer **and allied services** should be delivered to Ceylon Petroleum Storage Terminals Limited within a period of **Two (02) Months** from the date of Purchase Order, on an agreed schedule. Bidder should indicate the detailed schedule in their offer and Part deliveries are not acceptable.

2.4 COMPREHENSIVE MANUFACTURE'S WARRANTY

The supplier shall provide manufacturer's warranty **minimum 03 years from the date of delivery** for the **Dot Matrix Printers** as required under Other Requirements of Annexure "B".

Furthermore, Bidder shall provide manufacturer's extended comprehensive warranty and/or Annual Maintenance Contract (AMC) described in the below table and Annexure "B".

Offered with Manufacture's Comprehensive Warranty	Annual Maintenance Contract (AMC)	
	04 th Year	05 th Year
03 Years	Mandatory	Mandatory
04 Years (Additional 01 year Warranty)	Not Applicable	Mandatory
05 Years (Additional 02 years Warranty)	Not Applicable	Not Applicable

Any component of the unit which condemned beyond repair within the contract period, shall be replaced free of charge including labor and shipping costs by the manufacturer/supplier/local agent. In case printer is in out of order during the warranty period supplier should provide an extended comprehensive warranty considering this outage period. During the period of warranty and AMC, when problem resolution time exceeds 24 hours from the time of incident reporting, the supplier should provide backup/temporary units.

Any printer unit which condemned beyond repair within the contract period (i.e. maintenance under warranty period and post-warranty maintenance under AMC), shall be replaced free of charge by the manufacturer/supplier/local agent with an equivalent or higher configuration to the condemned printer unit.

During the period of Annual Maintenance Contract supplier shall provide On-site maintenance support including accessories without any extra charges (parts, labor, shipping or any other cost) other than costs mentioned in table 02 in **Annexure “A”**.

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

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

Purpose of Evaluation and Comparison of Bids, the following procedure will be used to apply the preference for manufacturer’s extended comprehensive warranty on the total cost of the Table 01 in the Annexure A. Substantially responsive bids will be classified in to the following groups.

Group	A	B	C
Period of Warranty	36 Months	48 Months	60 Months or above
Preference Percentage	Nil	2.5%	05%

The successful Bidder, shall provide a Performance Security for the period of 04th and 05th years through a reputed Commercial Bank Operating in Sri Lanka, in a sum of Rs.250,000.00.

Original warranty certificate shall be sent along with the Dot Matrix Printers.

2.5 FORCE MAJEURE

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

2.6 LIQUIDATED DAMAGES

Shall the supplier fail to complete the project within the period specified or shall he/she fail to replace any defective components or a part thereof with a like quantity of approved quality within the period allowed, the supplier shall be liable to pay as a pre-estimate of liquidated damages, the sum 1/1000th of the value of the Printer per day for delay in executing the order, until the order is completed subject to a maximum of 10% of total value of the order. In case of such penalty being imposed by CPSTL, such penalty will be deducted from the Performance Security. The supplier in these circumstances will also render himself/herself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in the CPSTL bids.

2.7 PATENT INFRINGEMENT

Supplier shall defend any and all infringement suits in which CPSTL is made a defendant, alleging patent infringement on Printer purchased from the supplier. Supplier shall pay all costs and expenses incident to any such litigation. It being further agreed and understood, that CPSTL shall have the right to be represented therein by counsel, of their own selection and paid by them. Supplier shall pay all damages profits and/or costs, which may be subjected under the patent rights.

2.8 GOVERNING LAW & JURISDICTION

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

2.9 CONTRACT NOT TO BE SUBLET

The Bidder shall not assign or sublet without the written authority of the Chairman / Department Procurement Committee CPSTL, his obligations to supply the items tendered and agreed for. If any part of his obligation has been assigned or sublet with

written authority, he will nevertheless be held responsible for the due performance of the part assigned or sublet.

2.10 DEFAULTS BY SUCCESSFUL BIDDER

If for any reason, in the opinion of CPSTL, the successful bidder becomes incapable or unable to supply items offered in his bid, CPSTL shall have the right to obtain such items 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 items according to the specifications, he shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach.

The supplier in these circumstances shall also render himself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in CPSTL bids.

2.12 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 tender of CPSTL shall prevail.

2.13 ANY OTHER INFORMATION

Any other information or clarification required could be obtained from the Chairman – Department Procurement Committee, C/o Manager Procurement, 01st Floor, New Building, Procurement Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Sri Lanka on any working day, between 0900hrs and 1600 hrs. not later than five (05) working days before the closing date of tender given in ITB clause.

Telephone : 0094-11-5750764
Fax : 0094-11-2572156
E-mail : procure@cpstl.lk

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

Ceylon Petroleum Storage Terminals Limited reserves the right to issue amendments to the Bidding document if and when deemed necessary, up to 07 days before the

closing date of Tender given in ITB Clause and such amendments will be notified to all Bidders who have collected the Bidding documents.

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

ANNEXURES

- Schedule of Prices - **Annexure “A”**
- Technical Specifications & Conditions - **Annexure “B”**
- Form of Bid - **Annexure “C”**
- Form of Bid Security - **Annexure “D”**
- Form of Performance Security - **Annexure “E”**
- Form of Manufacture’s Authorization - **Annexure “F”**
- Form of Details Required - **Annexure “G”**
- Form of Compliance / Deviation Sheet - **Annexure “H”**
- Form of Agreement - **Annexure “I”**

SCHEDULE OF PRICES**Table 1**

#	Description	Unit Price in LKR	Total Amount in LKR
1.0	Cost of Supply, Delivery, and Maintenance of 37 Nos. Wide Carriage Dot Matrix Printers		
2.0	VAT (if applicable)		
3.0	Any Others (Please Specify)		
4.0	Total Value Including all the Taxes		

COST OF COMPREHENSIVE MAINTENANCE PERIOD FOR 4TH and 5TH YEARS (AFTER 03 YEARS WARRANTY PERIOD)**Table2**

#	Description	Total Amount in LKR
1.0	COST of 37 Nos. Wide Carriage Dot Matrix Printers – Comprehensive Maintenance in the 4 th Year (after 03 years warranty period)	
2.0	COST of 37 Nos. Wide Carriage Dot Matrix Printers – Comprehensive Maintenance in the 5 th Year (after 03 years warranty period)	
3.0	VAT (if applicable)	
4.0	Any Others (Please Specify)	
5.0	Total Value Including all the Taxes	

Bid Validity :..... (Minimum requirement - As per ITB Clause 1.12)

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

Brand Name :.....

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

Country of Origin :..... Year of Manufacturer

.....

(Please refer the Other Requirement in the Annexure B)

Details of the Manufacturer/Principal

Name of Manufacturer:

Country of Origin :

Country of Manufacture / Assembled :

Manufacture/Principal Address :.....

.....

.....

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

E-mail :.....

Details of the Bidder

Name of Bidder :.....

Address :.....

.....

.....

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

E-mail :.....

Signature of the Bidder:
(Company Seal)

Date:.....

TECHNICAL SPECIFICATIONS & CONDITIONS**SPECIFICATION for Wide Carriage Dot Matrix Printer**Purpose of the Printer

- **Heavily Printing on Four-ply Carbon-less Multi-part Continuous Forms** (*approx. 500 Forms perday*) **for SAP®ERP Application**, and
- Printing of general office documents

DESCRIPTION	MINIMUM REQUIREMENT		BIDDER'S RESPONSE
Brand name			
Name			
Model/Part No.			
Country of Origin	USA, UK, European Union countries, Japan		
Country of Manufacture	<i>Specify Country of assembled/manufactured the unit</i>		
Printer Type	9-Pin Wide Carriage Dot Matrix (Black Ribbon Cartridge)		
Printer Columns	Characters per line	136@10cpi (minimum)	
Print Media	Cut Sheets	Executive, Letter, A5, A4, Legal	
	Continuous Sheets	10"x12",12"x12",15"x12"	
	Carbonless Multi Part Forms	Paper Length:-6" to 12"	
Copies	Original + 3 Copies (with Push Tractor Feeding)		
Emulation	EPSON (default)		
Interface	High-speed Parallel port (EPP/ECP)		
Paper handling / Feeding	<ul style="list-style-type: none"> • Friction Feed • Push Tractor Feed • Automatic Cut and Continuous From Loading • Paper Tear Off Facility 		
Fonts	<ul style="list-style-type: none"> • Draft, Near Letter Quality / Letter Quality fonts • Bitmap Fonts • Scalable Fonts 		
Customizable Settings	Ability to customize the printer settings and reverse back to pre-set factory settings		

DESCRIPTION	MINIMUM REQUIREMENT	BIDDER'S RESPONSE
Operating System Support	Microsoft XP, Windows 7, Windows 8, Windows 10	
Availability of Driver/Utility software	Provide relevant Software for above Operating Systems	
	Ability to download from Manufacturer's website	
Reliability	MVBF (Mean Print Volume Between Failure) in no. of million lines (Except print head)	
	MTBF (Mean Time Between Failure) in no. of POH (25% duty cycle)	
	PRINT HEAD LIFE in no. of million strokes/wire	
Ribbon Cartridge	RIBBON LIFE in No. of million characters (Draft 10 CPI)	
	Value of a Ribbon Cartridge in US Dollars (excluding local taxes)	
Warranty	Minimum of THREE (03) Years Comprehensive Warranty (including Printer Head) with On-Site Maintenance support	
Service /Maintenance	Ability to provide Island –wide maintenance service ,and to provide TWO free preventive maintenance services per year during warranty period	
Workshop facilities	Supplier should have a well-established workshop with trained staff	
Temporary /Backup Units during Warranty Period	Problem resolution time exceeds 24 hours from the time of incident reporting ,the supplier should provide backup/temporary units	
Post warranty Maintenance Services (4 th & 5 th year)	Comprehensive On-site maintenance support (including Printer Head) for two (02) years, and with two (02) preventive maintenance services per each year	
Package Contents (Mandatory)	<ul style="list-style-type: none"> • Printer Unit • Printer Cartridge • Printer Interface Cable • 1 Nos.230V 13A Power Cables • Driver/Utility Software Media Kit (DVD) • Warranty Card • User Guide 	
Mandatory information on After Sales	Detailed information on after sales services/maintenance services, including Response Times, Resolution Times, Contact Telephone Nos., Service Centers, Help Desk, etc.	

DESCRIPTION	MINIMUM REQUIREMENT	BIDDER'S RESPONSE
Support during Warranty Period	Maximum Resolution times to restore faulty major components (Specify component-wise)	
Post Warranty	Detailed information for Post – Warranty Maintenance support	
Mandatory Information to be submitted with the Quotation	Printed Technical Literature/Brochures of the quoted model	
	Manufacturer's Letter of Authorization for the Supplier to bid this tender	
	Service Provider's Letter of Authorization, if hardware maintenance during the warranty period is undertaken through a different party instead of bidder's own technical staff. Please provide the details of the service provider	
	A copy of manufacturer's ISO 9001:2008 Certification	
	Draft Maintenance Agreement for Post-Warranty services	
Proof –of- Concept (POC)	Bidder should be ready to provide a printer of the model quoted for a minimum period of 02 weeks in order to check the feasibility on printing of documents generated from SAP ERP application	
Soft Copies	User Guide & Bid Document Should either e-mail to procure@cpstl.lk or submit in CD/DVD to Manager Procurement after Tender Opening	

.....
Signature of the Bidder

Company Stamp

FORM OF BID

The Chairman
Ministry Procurement Committee
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 THE SUPPLY, DELIVERY AND MAINTENANCE OF 37 NOS. WIDE CARRIAGE DOT MATRIX PRINTER TENDER NO KPR/16/2020.

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the **SUPPLY, DELIVERY AND MAINTENANCE OF 37 NOS. WIDE CARRIAGE DOT MATRIX PRINTER**—Tender Ref No: KPR/16/2020 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 14.05.2020** (*minimum requirement as per ITB 1.12*). Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6 I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- A-7 I/We declare that I/we commit to obtain a Performance Security in accordance with COC clause 2.1 & have perused the format of Performance Security (in case of a Bank Guarantee) contained in **Annexure “E”** and confirm our compliance with the said Performance Security in the event of award of bid.
- A-8 I/We affirm that the said items will be delivered within months (*minimum requirement as per COC 2.3*) from the date of establishment of the Letter of Credit.

- A-9 If our bid is accepted, we commit to accept the COC clause 2.2; Mode of payment.
- A-10 I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Ministry Procurement Committee.
- A-11 I/We offer the total price of (Table 1 & Table 2 of schedule of price)

.....[insert total LKR price in figures exclusive VAT]

.....[insert total LKR price in words exclusive VAT] for the **Supply, Delivery And Maintenance of 37 Nos. Wide Carriage Dot Matrix Printer**as detailed out in this bidding document and details of the total price is as given in the Schedule of Prices **ANNEXURE- A.**

Dated this day of2018[insert date of signing].

Name
[insert complete name of the person signing the Form of Bid]

Signature:.....
 [insert signature of the person whose name and capacity are shown]

in the capacity of.....
 [insert legal capacity of the person signing the Form of Bid]

duly authorized to sign bids for and on behalf of
 [insert complete name of the bidder]

Address :

(Common Company Seal)

Witnesses:

1. Signature: 2. Signature:

Name: Name:.....

Address : Address:

FORM OF BID SECURITY

[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 Security 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, Delivery And Maintenance Of 37 Nos. Wide Carriage Dot Matrix Printer under Tender Reference No: KPR/16/2020 (“the Tender”).

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Security.

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.

This Security 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 requirement: until.....)*]

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)

FORM OF PERFORMANCE SECURITY

SECURITY NUMBER :.....

DATE :.....

SUM GUARANTEED :.....

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

Dear Sir,

Whereas.....
..... (name and address of contractor) Thereinafter called "the contractor" has undertaken , in pursuance of contract no.....dated..... to executes.....(name of contract) thereinafter called "the contract".

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

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

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

of Guarantee) as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

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

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

This Guarantee shall be valid **for a period not less than Three hundred and sixty five (365) days from the date of acceptance** of the tender for

.....
.....

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

Name of the Bank :.....

Address of the Bank :.....

Date :.....

Witness :

01.
.....

02.
.....

FORM OF MANUFACTURER'S AUTHORIZATION

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

Date:

Tender No.:

To: Chairman – Department Procurement Committee
Ceylon Petroleum Storage Terminals Limited.

WHEREAS

We.....[insert complete name of Manufacturer],who are official manufacturers of[insert type of goods manufactured], having factories at
.....[insert full address of Manufacturer's factories], do hereby authorize
.....[insert complete name of Bidder] to submit a bid for the purpose of which is to provide the following Goods, manufactured by us
[insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract. We hereby confirm goods offered are in good condition & conforming to the specifications as mentioned in **ANNEXURE - B** and extend our full guarantee and warranty in accordance with following conditions,

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

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

.....

Signature of authorized representative of the Manufacturer

Company Address:

.....

.....

Company Stamp

Title:

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

Date:.....

FORM OF DETAILS REQUIRED**1. Details of the Manufacturer**

- 1.1 Name :
- 1.2 Place of Business :
- 1.3 Country :
- 1.4 Telephone :
- 1.5 Fax :
- 1.6 E – mail :
- 1.7 Name of person to contact :
- 1.8 Details of Principal/ export agent:

2. Details of the Bidder/Representative

- 2.1 Company :
- 2.2 Business Registration No :
- 2.3 Place of Business :
- 2.4 Telephone :
- 2.5 Fax :
- 2.6 e–mail :
- 2.7 Name of person to contact :

2.8 Company Background :

2.9 Authority of Bidder/Representative

Possess a letter of Authority : Yes / No

Possess a Power of Attorney : Yes / No

(At the time of the acceptance of the Bid)

2.10 Details of after sales/maintenance Services :

2.11 Details of Service Agreement / Annual Maintenance Contract:

3. Details of the Printer

- 3.1 Brand Name :
- 3.2 Model :
- 3.3 Power Consumption :
- 3.4 Input Voltage & Frequency :
- 3.5 Country of origin :

3.6 Product literature / catalogues : (in English) Available / Not available
(If not provided offer will not be considered for evaluation)

3.7 Type of Model : Proven type / Not a proto type
(Should provide supportive documents)

3.8 Whether Printer is : User friendly / Not user friendly

3.9 If user friendly, what are the important features:

3.10 Whether Printer is : Environmentally friendly/Not environmentally friendly

3.11 If environmentally friendly, what are the important features:

3.12 Important Safety Features of Printer:

3.13 Period of warranty : (Minimum 03Years)

3.14 Conditions of warranty :

4. No of years of experience in supplying quoted Printer:

5. List of users of the quoted Printer (supplied for the past 3 years)
(Please do not provide irrelevant details).

	USER I	USER II	USER III
Company/ Organization			
Address			
Phone No.			
Fax No.			
E-Mail			
Contact Person			

6. Service facilities available in Sri Lanka /nearest to Sri Lanka :

7. Capacity of service personnel:

8. Mode of training at the time of dispatch/ commissioning :

9. Details of calibration and/or verification :

12. You may provide any other Information / Details/ Advantages / Special Features about quoted Printers.

***Please note:** - If the provided space is not sufficient, you may add details separately with the relevant serial number.

.....

Signature of the Bidder

Company Stamp

COMPLIANCE / DEVIATIONS SHEET

ANNEXURE “H”

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

S/No	Specification / Condition	Complied	Deviations if any
1.	Bid-Security as per Annexure “D”		
2.	All costs indicated (separately) in the Given Annexure “A”		
3.	Minimum Offer Validity (As per ITB 1.12)		
4.	Schedule of Prices (Annexure “A) Duly Filled Stamped, Signed & Forwarded		
5.	Agreed with Payment Terms & Other Requirements		
6.	Agreed with Delivery conditions per COC Clause No. 2.3		
7.	Manufacturer of Authorization as per ITB Clause No. 1.11		
8.	Format of Manufacturer’s Authorization as per Annexure “F”		
9.	Scope of Work and Technical Specifications & Other Conditions as Annexure “B”		
10.	Dully filled Hardware Specification Sheet in the Annexure B		
11.	Agreed with Liquidity Damage on Delayed Delivery per COC Clause No. 2.7		
12.	Literature / Catalogues & Other Technical Data Given		
13.	Name of the Manufacturer/Principle etc. given in the Annexure “A”		
14.	Country of Origin, Country of Assembled Given in the Annexure “A”		
15.	Contact Details of Principal/Manufacturer (if any)		
16.	If Relevant, VAT Registration No. Given		
17.	Deviations from Specifications, terms & conditions, if any, indicated		
18.	Documentary proof for recent supplies made to customers in similar magnitude Given		
19.	Form of Bid submitted as per ITB Clause No. 1.14 Given Annexure “C”		
22.	Compliance with Performance Security as per COC Clause No. 2.1		
23.	Copy of Business registration as per ITB Clause 1.10		
24.	Signature Authorization letter		
25.	Other Deviation, if any		
26.	Comply with the Terms of Warranty as per COC Clause No 2.4		
27.	Details of Annual Maintenance Contract		
28.	Agreed with Mode of Payment as per COC Clause No 2.2		
29.	Public Contract Registration (Certificate of PCA-03) - vide ITB clause 1.10		
30.	Energy consumption chart/details and /or Certification of ENERGY STAR		

.....
Signature of the Bidder

Company Stamp

FORM OF AGREEMENT

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND [INSERT COMPLETE NAME OF THE SUPPLIER/BID FOR THE SUPPLY, DELIVERY AND MAINTENANCE OF 37 NOS. WIDE CARRIAGE DOT MATRIX PRINTER] – PUBLIC TENDER NO: KPR/16/2020.

This contract agreement is made and entered into this ... day of 2020 between the Ceylon Petroleum Storage Terminals Limited incorporated under the provisions of the conversion of public corporation or Government owned business undertaking into public companies Act No.23 of 1987 and Companies Act No.07 of 2007, having its registered office at Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka (hereinafter called and referred to as the “CPSTL” which terms of expression as herein used shall where this context so requires and admits mean & include the CPSTL & its successors & assigns) as one part and [insert complete name of the supplier], having its registered office at [insert address of the supplier] and their authorized agent, [insert complete name and address of the authorized agent] (hereinafter called the “Supplier” which terms of expression as herein used shall where this context so requires and admits mean & include the Supplier & its successors & assigns) as the other part.

WHEREAS the CPSTL invited bids for certain goods and ancillary services, viz., **BID FOR THE SUPPLY, DELIVERY AND MAINTENANCE OF 37 NOS. WIDE CARRIAGE DOT MATRIX PRINTER – PUBLIC TENDER NO: KPR/16/2020** (hereinafter called and referred to as “the Contract”) and has accepted a bid by the Supplier for the supply of such Contract in the sum of [insert SL Rs price in words and figures] (hereinafter called and referred to as “the Contract Price”), and the remedying of any defects therein.

The CPSTL & the Supplier agree as follows;

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

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

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

For and on behalf of the Supplier

For and on behalf of CPSTL

.....

.....

Authorized Signature of the Supplier

Authorized Signature of CPSTL

(COMMON SEAL)

(COMMON SEAL)

In the presences of witness:

1. Name & NIC No :

2. Name & NIC No:

Signature :

Signature :

Address :

Address :