



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

NATIONAL COMPETITIVE BIDDING (NCB)

SUPPLY OF CERTIFIED REFERENCE MATERIALS (CRM)

TENDER REF NO: KPR/27A/2021

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

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

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



INVITATION FOR BIDS (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

SUPPLY OF CERTIFIED REFERENCE MATERIALS (CRM)

TENDER REF NO: KPR/27A/2021

The Chairman, Department Procurement Committee on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from Manufacturers or their Authorized Export Agents abroad or Authorized Local Agents in Sri Lanka for the **Supply of Certified Reference Materials (CRM)**.

Bidding will be conducted through National Competitive Bidding procedure.

Interested parties may refer the bidding document (*only for viewing purpose*) and obtain necessary information through the website www.cpstl.lk and the original bidding documents (full set) could be obtained on submission of a written request (*the request letter shall be on the company letter head*) via an email to procure@cpstl.lk during working days from **0900 hrs. to 1400 hrs, from 06th June 2022**, considering bidder's request, Manager Procurement, CPSTL may issue the consent via email for depositing the non-refundable bidding document fee of **Sri Lankan Rupees Three Thousand Five Hundred (LKR 3,500.00)**, if appropriate.

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

Bids shall be submitted on the bidding document obtainable from Procurement Function and duly filled bidding documents may be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee, C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. on 07th June 2022**.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bidding documents in PDF format via email to tenders@cpstl.lk **to reach** on or before **1400 hrs. on 07th June 2022**, at their own discretion. However, the original bid document shall be securely kept to be submitted to the Manager Procurement when requested.

Bids will be closed at 1400 hrs. on 07th June 2022 and will be opened immediately thereafter at the office of Manager (Procurement). Due to the current situation in the country, the authorized representatives of the bidders may allow to participate/witness the tender opening procedure via video conferencing method.

Bids shall be valid up to 23.08.2022 from the date of opening of the bid.

Bids must be accompanied by a bid security of **Rupees One hundred fifty thousand Sri Lanka Rupees (LKR 150,000.00)** and shall be valid until **20.09.2022** and beyond any extension subsequently requested.

Any of the interested parties who wishes to submit a bid, shall register himself at the Department of Registrar of Companies www.drc.gov.lk (e-ROC) as per the Public Contracts Act, No. 03 of 1987 for every public contract value exceeding Sri Lankan Rupees **Five million (LKR 5,000,000.00)**.

Further details and clarifications (if any) shall be sought from the Manager Procurement on **Tel: 011-2572156/ 011-5663121, Fax: 011-2572155, E-mail: procure@cpstl.lk**

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

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01. INSTRUCTIONS TO BIDDERS

(ITB)

01. INSTRUCTIONS TO BIDDERS (ITB)

1.1 INTRODUCTION

The Chairman, Department Procurement Committee (**DPC**), on behalf of the Ceylon Petroleum Storage Terminals Limited (**CPSTL**), Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka will receive sealed bids from Manufacturers or their Authorized Export Agents abroad or Authorized Local Agents in Sri Lanka for the **Supply of Certified Reference Materials (CRM)**, conforming to the terms, conditions & specifications given under this bidding document.

CPSTL shall make the payment as per the terms of Mode of Payment, COC clause 2.4 of the Conditions of Contract of this bidding document.

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

The bidder shall bear all costs associated with the preparation and submission of its bid, and the DPC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bids that do not conform to “Invitation to Bid” will be rejected.

1.2 CONTENTS OF BIDDING DOCUMENT

Bidding document consists of the following

- | | | |
|------------|--|-----------------------|
| 01. | Invitation for Bids | |
| 02. | Instructions to Bidders (ITB) | |
| 03. | Conditions of Contract (COC) | |
| 04. | Technical Specifications | |
| 05. | Schedule of Prices | - Schedule “A” |
| 06. | Form of Bid | - Annexure “A” |
| 07. | Format of Bank Guarantee as Bid Security | - Annexure “B” |
| 08. | Format of Bank Guarantee as Performance Security | - Annexure “C” |
| 09. | Format of Contract Agreement | - Annexure “D” |
| 10. | Format of Manufacturer’s Authorization | - Annexure “E” |
| 11. | Compliance/Deviations sheet | - Annexure “F” |

The bidder is not permitted to do any alterations in the bidding document in any form whatsoever. Any such alterations in the bidding document by the bidder may be liable for disqualification.

1.3 ISSUE OF BIDDING DOCUMENTS

Bidding documents could be obtained on submission of a written request on company letter head, during working days between **0900 hrs. and 1400 hrs. up to 06th June 2022**, Considering bidder’s request, Manager Procurement, CPSTL may issue the consent via email

for depositing the non-refundable bidding document fee of **Sri Lankan Rupees Three Thousand five hundred (LKR 3,500.00)**, if appropriate.

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

1.4 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION

Authorized agent in Sri Lanka represents the manufacturer/manufacturer authorized export agent abroad, shall register himself with the Registrar of Companies and shall produce a valid copy of the Certificate of Incorporation issued by the Registrar of Companies of Sri Lanka together with the bid.

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**).

1.5 DOCUMENTS AND DETAILS TO ACCOMPANY BID

All bids shall contain adequate particulars in respect of the items offered. Bidders must furnish all the required documents/details given below for evaluation purposes and failure to furnish the required documents and details requested under **Section I** along with the bid may result in the bid being rejected.

Section I

- 1. Public Contract Registration** (Certificate PCA-03) - as per ITB clause 1.4 (*if applicable*).
- 2. Signature Authorization Letter** - as per ITB clause 1.7.
- 3. Bid Security** – as per ITB clause 1.16.
- 4. Manufacturer’s Authorization Letter** - Annexure “E” - as per ITB clause 1.17.
- 5. Duly completed & signed Schedule of Prices** - Schedule “A” - as per ITB clause 1.18.
- 6. Duly completed & signed Form of Bid** - Form Annexure “A” as per ITB clause 1.19.

Section II

- 7.** Detailed profile of the manufacturer and Country of Manufacture of the product.
- 8.** Detailed profile of the authorized local agent.
- 9.** Detailed profile of the manufacturer authorized export agent abroad (*if applicable*).
- 10.** A copy of Certificate of Incorporation - as per ITB clause 1.4.
- 11.** Completed Compliance/Deviations sheet - Annexure “F”.
- 12.** All other details and documentary requirements as requested under this bid.

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

1.6 SEALING, MARKING & SUBMISSION OF BID

Bids shall be submitted in duplicates as per the conditions specified in this bidding document. The original & duplicate copy of the bid shall be placed in separate envelopes marked “ORIGINAL” & “DUPLICATE”. In the event of any discrepancy between the original and duplicate, the original shall govern. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked “**BID FOR THE SUPPLY OF CERTIFIED REFERENCE MATERIALS (CRM) - KPR/27A/2021 – CLOSING DATE: 07TH JUNE 2022**” on the top left-hand corner & the Bidder’s name & address on the bottom left-hand corner, and addressed to,

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

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

A local firm acting as authorized agent for more than one manufacturer or authorized export agent abroad, shall get each of his principal’s authority to represents on their behalf and bid on separate sets of bidding documents purchased from CPSTL for such purpose with separate bid securities.

In addition to above requirement, the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.

Bids submissions through emails are not entertained. However, only the clarifications can be made through email address procure@cpstl.lk.

1.7 SIGNATURE AUTHORIZATION

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

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

1.8 FORMAT & SIGNING OF BID

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

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

1.9 AMENDMENTS/ CLARIFICATIONS OF BIDDING DOCUMENT

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

A prospective bidder requiring any clarification regarding the provisions or terminology of the bidding document shall notify the CPSTL in writing by hand or post to the mailing address which is indicated in ITB Clause 1.6 or by email to procure@cpstl.lk, not later than ten (10) days prior to the closing date of tender given in ITB clause 1.11. Similarly if a bidder feels that any important provision is unacceptable, such objection shall be raised at this stage.

The CPSTL will respond in writing by post and/or by email to any such request for clarifications, modifications, objections or complaints that are received not later than fourteen (14) days prior to the closing date of tender prescribed by the DPC. Copies of the CPSTL's response will be sent by post and/or by email to prospective bidders who have collected bidding documents, including description of the inquiry but without identifying its source, within seven (07) days prior to the closing of the bid.

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

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

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

1.10 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

Bidders may modify, substitute or withdraw their bids after submission, provided that written notice of the modification, substitution or withdrawal is received by the CPSTL, prior to the deadline prescribed for bid submission.

Bid modifications or substitutions shall be prepared, sealed, marked and despatched as follows:

The bidder shall provide an original and a duplicate, as specified in the ITB clause 1.7, of any modification or substitution to his bid, clearly identified as such in two envelopes, duly marked “ORIGINAL” & “DUPLICATE”. The envelopes shall be sealed in an outer envelope, duly marked **BID MODIFICATION** or **BID SUBSTITUTION** - “**BID FOR THE SUPPLY OF CERTIFIED REFERENCE MATERIALS (CRM) - KPR/27A/2021 – CLOSING DATE: 07TH JUNE 2022**”.

Bidders wishing to withdraw their bids shall notify the CPSTL in writing prior the deadline prescribed for the submission of bids. The notice of withdrawal shall bear the name of the tender and the words “**BID WITHDRAWAL NOTICE**”.

Bid modifications, substitutions and withdrawal notices shall be sent **to reach** the address which is indicated in ITB Clause 1.6, not later than the deadline for submission of bids.

A withdrawal notice may be sent by email to procure@cpstl.lk, but must be followed by the original, by post or by hand **to reach** the address which is indicated in ITB Clause 1.6, not later than the deadline for submission of bids.

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

1.11 CLOSING OF BIDS

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

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

not later than 1400 hrs. on 07th June 2022 or could deposit in the tender box kept at the above address.

Bids will be closed **at 1400 hrs. on 07th June 2022**.

1.12 DEADLINE FOR SUBMISSION OF BIDS

The Chairman, DPC must receive bids at the address specified under ITB Clause 1.11 not later than the time and date stipulated. The Chairman, DPC may at his discretion, extend this deadline for submission of bids, by amending the bidding documents, in which case all right and obligations of the CPSTL and the bidders will thereafter be subjected to the deadline as extended.

1.13 LATE BIDS

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

1.14 OPENING OF BIDS

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

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

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

The Bid Opening Committee (BOC) as appointed by the DPC, will open the bids in the presence of the authorized representatives of the bidders, who choose to attend at the time on the date and at the opening place specified above. Authorized representatives of the bidders so attending shall sign a register as proof of their attendance. Name of the bidders, bid prices, discounts, presence or absence of the requisite bid securities, and any other relevant information, which the BOC at its discretion, may consider to be appropriate, will be announced, at the opening.

1.15 MINIMUM VALIDITY PERIOD OF BIDS

All bids shall necessarily be valid for acceptance **minimum until 23 .08.2022**. Bidders shall however, clearly indicate the maximum period that their bids would be valid. **A bid valid for a shorter period shall be rejected by the DPC as non-responsive.**

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

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

The request and the bidders' responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of the bid and the validity of the bid security for the period of the extension, and in compliance with ITB Clause 1.16 in all respects. If a bidder does not agree for an unconditional extension of the validity of his bid, his bid shall be rejected without forfeiting the bid security.

On acceptance of the offer within the period of validity of the bid, the validity period shall be extended by another fourteen (14) days for purposes of issuing of Purchase Order and other required documentation.

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

1.16 BID SECURITY

Each bid shall be accompanied by a bid security, undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period. Such security shall be,

- i)** in the form of a bank draft issued by a recognized commercial bank operating in Sri Lanka, or
- ii)** in the form of a bank guarantee issued by a recognized commercial bank operating in Sri Lanka, or
- iii)** in the form of a bank guarantee issued by a reputed foreign bank with the bank guarantee confirmed by a recognized commercial bank operating in Sri Lanka
(The bank in Sri Lanka shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka))

and payable to CPSTL on demand, **for a minimum sum of Sri Lanka Rupees One hundred fifty thousand (LKR 150,000.00)**, or

- iv)** in the form of a cash deposit to the CPSTL Cashier **for a minimum sum of Sri Lanka Rupees One hundred fifty thousand (LKR 150,000.00)**.

The bid security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **minimum until 20.09.2022**.

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

In case of the authorized agent in Sri Lanka arrange and submits a bank guarantee as the bid security, on behalf of the principal supplier (if the bidder is manufacturer or his authorized export agent abroad), both names of the authorized agent in Sri Lanka & the principal abroad shall appear in the bank guarantee.

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, CPSTL 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 1.15. If a bidder does not agree for an unconditional extension of the validity of his bid, his bid shall be rejected without forfeiting the bid security.

Bid securities of the unsuccessful bidders will be returned to them only after the award is made to the successful bidder. The bid security of the successful bidder will be returned only after receipt of the performance security.

1.17 LETTER OF MANUFACTURER’S AUTHORIZATION

Bids from the authorized agents representing manufacturers, will not be considered unless they hold the **Letter of Manufacturer’s Authorization from the manufacturers, empowering the authorized agent to bid on their behalf, to enter into a valid contract on behalf of them and to fulfil all the terms and conditions of the contract, in the event of the bid being awarded.**

Format of Manufacturer’s Authorization - Annexure “E” is attached.

In the event that the bidder is the manufacturer, the Letter of Manufacturer’s Authorization is not required. However he shall issue a Letter of Authorization to the authorized agent in Sri Lanka.

In the event that the bidder is the manufacturer authorized export agent abroad, he shall furnish the Letter of Manufacturer’s Authorization as per the format Annexure “E” from the manufacturer. Also he shall issue a Letter of Authorization to the authorized agent in Sri Lanka.

In the event that the bidder is the authorized agent in Sri Lanka, he shall furnish the Letter of Manufacturer’s Authorization as per the format Annexure “E” from the manufacturer. Also he shall submit a Letter of Authorization from the manufacturer authorized export agent abroad, *(if applicable)*.

In case of an order, the agreement will be signed/ Purchase Order will be placed with the authorized agent in Sri Lanka.

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

Nomination of an agent after the submission of bid will not be valid and the name of the declared principal/beneficiary will not be changed at any time.

1.18 SCHEDULE OF PRICES

Offered Prices shall be in the form of Schedule of Prices - marked Schedule “A” given in the bidding document and the bidder is required to duly sign and return the same.

Bids not submitted on the prescribed form and in the manner required are liable for rejection.

1.19 DECLARATION

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

Bidders shall submitted dully filled & signed **Form of Bid, Annexure “A”** along with the bid.

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

1.20 PRELIMINARY EXAMINATION OF BIDS

The Technical Evaluation Committee (TEC) on behalf of the DPC, will examine the bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the bids are generally in order. The DPC may, at its discretion call clarifications from bidders.

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

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

1.21 CORRECTION OF ERRORS

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

- a) Where the discrepancy is between unit price and the line item total, resulting from multiplying the unit price by the quantity, the unit price as quoted shall prevail and the line item total shall be corrected, unless in the opinion of the DPC there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern, and the unit price shall be corrected.
- b) Where there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c) Where the discrepancy is between words & figures, the amount in words shall prevail, unless the amount expressed in word is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.
- d) The amount stated in the bidding document adjusted in accordance with the above procedure with the concurrence of the bidder shall be considered as binding upon the bid. If the bidder does not accept the corrected amount of bid, his bid will be rejected.
- e) If the bidder does not accept the correction of errors, his bid shall be disqualified and his bid security may be forfeited.

1.22 EVALUATION OF BIDS

All offers received will be examined to determine the eligibility of bidders' responded and substantial responsiveness of bids received. A substantially responsive bid is one, which conforms to the terms, conditions and specifications of the bidding document. Incomplete bids will be rejected.

Only the bids determined to be substantially responsive will be evaluated and compared. Award will be made to the lowest responsive evaluated bid.

Also, DPC reserves the right to evaluate bids on item wise price or lump sum basis & make split orders/single order considering the economic benefit to CPSTL provided such split orders are acceptable to the bidders (s) selected by DPC.

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

1.23 POWER TO ACCEPT OR REJECT BIDS

The DPC will not be bound to make the award to the bidder submitting the lowest bid.

The DPC reserves the right to reject any or all bids, or any part thereof without assessing any reasons.

1.24 AWARDING CRITERIA

Subject to ITB clauses 1.23, CPSTL shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive, lowest evaluated bid, provided that the bidder is determined to be qualified to perform the contract satisfactorily.

1.25 NOTICE OF ACCEPTANCE

Acceptance of the bid will be communicated by fax/e-mail and confirmed in writing by registered post to the successful bidder to the address given by him, soon after the receipt of the DPC decision. Any change of the mailing address of the bidder shall be promptly notified to the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

02. CONDITIONS OF CONTRACT (COC)

02. CONDITIONS OF CONTRACT (COC)

2.1 PERFORMANCE SECURITY

The successful bidder is required to provide a performance security to safeguard the CPSTL against non-performance of the contract. The successful bidder, on being notified by CPSTL of the acceptance of his bid, shall furnish at his own expense a performance security, in one of following forms within fourteen (14) days of such notification. Such performance security shall be,

- i) in the form of a bank draft issued by a recognized commercial bank operating in Sri Lanka, or
- ii) in the form of a bank guarantee issued by a recognized commercial bank operating in Sri Lanka, or
- iii) in the form of a bank guarantee issued by a reputed foreign bank with the bank guarantee confirmed by a recognized commercial bank operating in Sri Lanka
(The bank shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka))

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

- iv) in the form of a cash deposit to the CPSTL Cashier **for a minimum sum equivalent to 10% of the total contract value (inclusive taxes) of the accepted bid in Sri Lanka Rupees (LKR)**.

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

In case of the authorized agent in Sri Lanka arrange and submits a bank guarantee as the performance security, on behalf of the principal supplier (if the bidder is manufacturer or his authorized export agent abroad), both names of the authorized agent in Sri Lanka & the principal abroad shall appear in the bank guarantee.

If the successful bidder fails to furnish the performance security as aforesaid, his name shall be placed in the list of defaulting suppliers. CPSTL, shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such bid, at the risk & expense of the successful bidder.

The successful bidder, in the event of his failure to furnish the performance security as required, shall be liable for any losses, costs, expenses & damages, which CPSTL may sustain in consequence of such failure and the bid security, shall be forfeited.

Official Purchase Order shall be released only after the receipt of the performance security. The performance security shall be in favor of CPSTL and shall be unconditionally en-cashable on demand by CPSTL and **shall be valid for a period not less than twenty eight (28) days beyond the scheduled completion date.**

In exceptional circumstances, prior to expiry of the period of validity of the performance security, CPSTL may request to extend the period of validity for a specified additional period, in order to meet the delivery schedule.

2.2 CONTRACT AGREEMENT

The successful bidder would be called upon to enter into an agreement with CPSTL after successful award. The contract shall be signed within twenty one (21) days from the date of Letter of Acceptance. A specimen of Contract Agreement is attached as per Annexure “D”.

2.3 DELIVERY SCHEDULE

Item shall be delivered, to CPSTL within **eight (08) weeks** from the date of issue of the Purchase Order.

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

2.4 MODE OF PAYMENT

Full payment of the total cost shall be paid in Sri Lanka Rupees, only after the successful completion of the order.

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

2.5 DELAYS IN DELIVERY

Where the supplier does not supply the item/s in due time, in accordance with the stipulated and agreed dates of delivery, as given in the bidding document, the supplier shall when required by CPSTL be bound to supply such quantity/ties of item/s as may be necessary immediately by CPSTL by making suitable arrangements, in order that the said item/s will reach CPSTL in due time.

Should the supplier fail to arrange for the supply item/s in the manner aforesaid, CPSTL shall have the right to make suitable alternate arrangements without any notice to the successful bidder for the required supplies and to claim from the supplier, the additional expenses thereby incurred by CPSTL.

2.6 LIQUIDATED DAMAGES

Should the supplier fail to supply item/s, within the period specified or should he fail to replace any rejected quantity/ties within the period allowed, the supplier shall be liable to pay as pre-estimate of Liquidated Damages (LD), the sum of 1/1000th of the total item value of the order per day for delay in executing the order, until the order is completed subject to a maximum of 10% of total item value of the order.

In case of such LD being imposed by CPSTL and such LD may be deducted from the final payment/performance security.

However, CPSTL reserves the right to cancel the award of the tender, forfeit the performance security and place the name of the supplier in the list of defaulting suppliers, if the item/s is/are not delivered within the delivery period agreed by the supplier without any reasonable proven reason to CPSTL or at the reach the maximum LD of 10% of total item value of the order.

2.7 DEFAULTS BY SUCCESSFUL BIDDER

If for any reason, in the opinion of CPSTL, the supplier becomes incapable or unable to supply item/s offered in his bid, CPSTL shall have the right to obtain such item/s from other sources without being liable in any manner whatsoever, to the supplier.

If the supplier, defaults in the supply or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the supply item/s according to the specifications, he shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach.

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

2.8 PATENT INFRINGEMENT

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

2.9 CONTRACT NOT TO BE SUBLET

The Supplier shall not assign or sublet without the written authority of the Chairman, DPC; his obligations to supply the items bided and agreed for. If any part of his obligation has been assigned or sublet with written authority, he will nevertheless be held responsible for the due performance of the part assigned or sublet.

2.10 SUPPLIER'S STANDARD CONDITIONS OF SALE

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

2.11 FORCE MAJEURE

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

2.12 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.

2.13 FURTHER INFORMATION

Any other information or clarification required could be obtained from the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka on any working day, between 0900 hrs. and 1600 hrs. Sri Lanka local time (GMT+5.5) before the closing date of the bid.

Telephone : +94-11-2572156/ +94-11-5750764

Facsimile : +94-11-2572155

Email : procure@cpstl.lk

The Chairman

Department Procurement Committee

C/o Manager Procurement

Ceylon Petroleum Storage Terminals Limited

Procurement Function

01st Floor, New Building

Kolonnawa, Wellampitiya

Sri Lanka.

21.05.2022

03. TECHNICAL SPECIFICATIONS

03. TECHNICAL SPECIFICATIONS

Shall provide CRM with Certificate of ISO 17034 Accreditation laboratory or reputed National Measurement Institute (NMI) (e.g. NIST; National institute of Standards & Technology) for the use of CPSTL, Main Laboratory, Kolonnawa, Sri Lanka. This requirement is need to fulfill the ISO 17025:2017 Accreditation process of Main Laboratory.

S. No.	Description of CRM	Expected CRM Value	Test Method	Required Quantity
1	CRM for Strong Acid Number	Dissociation constant larger than 10^{-9} in water	ASTM D 974 / ISO 6618	100 mL or Available
2	CRM for Olefin content	Olefins 0.3 – 20 volume %	ASTM D 1319 / ISO 3837	15mL or Available
3	CRM for Aromatic content	5 – 30 volume %	ASTM D 1319 / ISO 3837	250 ml or Available
4	CRM for Total Aromatics	10 – 50 Volume %	ASTM D 5580	1 mL x 5 / 5 mL or Available
5	CRM for Ash content.	0.01 - 0.18 mass %	ASTM D 482 / ISO 6245	500mL or Available
6	CRM for Asphaltenes	(0.50 - 10.0 m/m %	ASTM D 6560 / IP 143	100 g or Available
7	CRM for Benzene	0.1 – 3.0 Volume %	ASTM D 3606	2 ml x 10 or Available
8	CRM for Cloud Point	Below 16 °C	ASTM D 2500 / ISO 3015	250 mL or Available
9	CRM for Cold Filter Plugging Point	Below 12 °C	ASTM D 6371	250mL or Available
10	CRM for Colour ASTM	Lighter than 0.5 to 2.0 ASTM colour	ASTM D 1500 / ISO 2049	500 mL or Available
11	CRM for Colour Saybolt	(+30 to -16 Colour Number)	ASTM D 156	500 mL or Available
12	CRM for Copper Corrosion	1 to 2	ASTM D 130/ ISO 2160	500mL or Available
13	CRMs for Density @ 15°C	(650 – 700) kg/m ³ @ 15°C	ASTM D 1298 / ISO 3675	500mL or Available
14		(700 – 750) kg/m ³ @ 15°C	ASTM D 1298 / ISO 3675	500mL or Available
15		(750 – 800) kg/m ³ @ 15°C	ASTM D 1298 / ISO 3675	500mL or Available
16		(800 – 850) kg/m ³ @ 15°C	ASTM D 1298 / ISO 3675	500mL or Available
17		(850 – 900) kg/m ³ @ 15°C	ASTM D 1298 / ISO 3675	500mL or Available
18		(900 – 950) kg/m ³ @ 15°C	ASTM D 1298 / ISO 3675	500mL or Available
19		(950 – 1000) kg/m ³ @ 15°C	ASTM D 1298 / ISO 3675	500mL or Available
20	CRM for Distillation	(0 - 300)°C	ASTM D 86/ ISO 3405	500 mL or Available

21		(0 - 400)°C	ASTM D 86/ ISO 3405	500 mL or Available
22	CRM for Doctor Test	Qualitative test	ASTM D 4952/ IP 30	1L or Available
23	CRM for Water separation characteristic of Diesel (DSEP)	50 - 100	ASTM D 7261	1L or Available
24	CRM for Electrical Conductivity	(1 - 600) pS/m	ASTM D 2624 / ISO 6297	2L or Available
25	CRM for Fatty Acid Methyl Ester content (FAME)	Qualitative test	ASTM D 7371	20 mL or Available
26	CRM for Flash Point (PMcc)	(50 - 100)°C	ASTM D 93 / ISO 2719	250 mL or Available
27	CRM for Flash Point (Abel)	(35-45)°C	IP 170	250 mL or Available
28	CRM for Freezing Point	(-40 °C to -70°C)	ASTM D 7153	250mL
29	CRM for Unwashed Gum	0 - 35 mg/100 mL	ASTM D 381/ ISO 6246	200ml or Available
30	CRM for Existent Gum	0 - 6 mg/100 mL	ASTM D 381 / ISO 6246	200ml or Available
31	CRM for Calorific Value, Gross	10,000 - 12,000 kCal/ kg	ASTM D 240	25 g or Available
32	CRM for Viscosity at (-) 20°C	(2 to 10) mm ² /S	ASTM D 445 / ISO 3104	500 mL or Available
33	CRM for Viscosity at, 40°C	(1 to 8) mm ² /S	ASTM D 445 / ISO 3104	500 mL or Available
34	CRM for Viscosity at 50°C	(60 to 380) mm ² /S	ASTM D 445 / ISO 3104	500 mL or Available
35	CRM for High Frequency Reciprocating Rig.(HFRR)	390 - 500 micrometer	ASTM D 6079	100 mL or Available
36	CRM for Ball On Cylinder Lubricity Evaluator. (BOCLE)	< 0.90 mm	ASTM D 5001	500 mL or Available
37	CRM for Mercaptan Sulphur	0.0003 to 0.0030 mass%	ASTM D 3227/ ISO 3012	20 mL x 6 or Available
38	CRM for Lead (Pb), Sodium (Na), Vanadium (V), Calcium (Ca)	(0.1 to 2.0) mg/L	ASTM D 3605	200 g or Available
39	CRM for Sodium (Na) & Vanadium (V)	Na at level above 1µg/g to 30 µg/g, V at level above 10 µg/g to 300 µg/g,	IP 288	200 g or Available
40	CRM for Aluminium (Al), Silicon (Si)	5 - 85 mg/kg	IP 377	200 g or Available

41	CRM for Aluminium (Al), Calcium (Ca), Phosphorus (P), Ferrous (Fe), Sodium (Na), Potassium (K), Vanadium (V), Zinc (Zn)	Al (5 to 85) mg/kg, Si (10 to 100) mg/kg, Na (1 to 30) mg/kg, V (1 to 300), Fe (2 to 35) Ca (3 to 35), Zn (1 to 18) P (1 to 18)	IP 501	200 ml or Available
42	CRM for Conradson Carbon Residue	(0.1 to 20.0) m/m %	ASTM D 4530 / ISO 10370	100g or Available
43	CRM for Water Separation Characteristic of Jet A - 1 (MSEP)	65 to 100	ASTM D 3948	1 L or Available
44	CRM for Naphthalene	(0.03 – 3.5) Volume%	ASTM D 1840	5mL or Available
45	CRM for Oxidation Stability.	0 – 30 g/m ³	ASTM D 2274 / ISO 12205	2.5 L or Available
46	CRM for Oxidation Stability	> 480 min (92 Octane)	ASTM D 525 / ISO 7536	500 mL or Available
47	CRM for Oxidation Stability	> 360 min (95 Octane)	ASTM D 525 / ISO 7536	500 mL or Available
48	CRM for Oxygenates	Ethers (0.2to 15) mass%, Alcholos (0.2 to 12.0) mass%, Olefines 10 volume%	ASTM D 4815	1 ml x 5 / 10 mL or Available
49	CRM for Particulate Contaminants in Diesel, Total	0 to 12 g/m ³	ASTM D 6217	5 L or Available
50	CRM for Particulate Contamination in JET A-1	0 to 1.50 mg/L	ASTM D 5452	20L or Available
51	CRM for Pour Point	(-30°C to +30°C)	ASTM D 97 / ISO 3016	250 mL or Available
52	CRM for Reid Vapour Pressure @ 37.8 °C	35-65 KPa (5.1 – 9.4 psi)	ASTM D 323 / ISO 3007	250 mL or Available
53	CRM for Research Octane Number (RON)	88 – 101 Rating	ASTM D 2699 / ISO 5164	1000 mL x 2 or Available
54	CRM for Sulphur Content	17 mg/kg to 500 mg/kg	ASTM D 4294 / ISO 8754	100 mL or Available
55	CRM for Sulphur Content	500 mg/kg to 3000 mg/kg	ASTM D 4294 / ISO 8754	100 mL or Available
56	CRM for Sulphur Content	1% to 4.5 %	ASTM D 4294 / ISO 8754	100 mL or Available
57	CRM for Sediment by Extraction	0.01 mass% to 0.15%	ASTM D 473 / ISO 3735	100 g or Available
58	CRM for Smoke Point	(15 to 30) mm	ASTM D 1322 / ISO 3014	250mL or Available

59	CRM for Sulphur Content	(1.0 to 50) mg/kg	ASTM D 5453	100mL or Available
60	CRM for Jet Fuel Thermal Oxidation Stability Test. (JTOT)	Tuberating, < 3 Filter Pressure differential, 0-26	ASTM D 3241 / ISO 6249	2L or Available
61	CRM for Total Acid No.	0.1 mgKOH/g, 150 mgKOH/g	ASTM D 664 / ISO 6619	100 g or Available
62	CRM for Total Acidity	0 to 0.1 mgKOH/g	ASTM D 3242	1L or Available
63	CRM for Total Sediment Potential	(0 - 0.5)% m/m	ASTMD 4870 / ISO 10307	100g or Available
64	CRM for Water Content	0 - 2 % Volume	ASTM D 95 / ISO 3733	1L or Available
65	CRM for Water Content	(10 - 250) mg/kg	ASTM D 6304	25g or Available

Other Requirements;

1. Should supply CRM with Quality Certificate of ISO 17035 accreditation laboratory or reputed NMI (e.g., NIST; National Institute of Standards & Technology).
2. Need minimum 75% of life time when CRM received to CPSTL.
3. CRM Should supply with suitable container and packing.

04. SCHEDULES

SCHEDULE OF PRICES

S. No.	Description of CRM	Required Quantity	Unit	Unit price in LKR	Total price in LKR
1	CRM for Strong Acid Number	100 mL or Available			
2	CRM for Olefin content	15mL or Available			
3	CRM for Aromatic content	250 ml or Available			
4	CRM for Total Aromatics	1 mL x 5 / 5 mL or Available			
5	CRM for Ash content.	500mL or Available			
6	CRM for Asphaltenes	100 g or Available			
7	CRM for Benzene	2 ml x 10 or Available			
8	CRM for Cloud Point	250 mL or Available			
9	CRM for Cold Filter Plugging Point	250mL or Available			
10	CRM for Colour ASTM	500 mL or Available			
11	CRM for Colour Saybolt	500 mL or Available			
12	CRM for Copper Corrosion	500mL or Available			
13	CRMs for Density @ 15°C	500mL or Available			
14		500mL or Available			
15		500mL or Available			
16		500mL or Available			
17		500mL or Available			
18		500mL or Available			
19		500mL or Available			
20	CRM for Distillation	500 mL or Available			
21	CRM for Distillation(0-400)oc	500 mL or Available			
22	CRM for Doctor Test	1L or Available			

23	CRM for Water separation characteristic of Diesel (DSEP)	1L or Available			
24	CRM for Electrical Conductivity	2L or Available			
25	CRM for Fatty Acid Methyl Ester content (FAME)	20 mL or Available			
26	CRM for Flash Point (PMcc)	250 mL or Available			
27	CRM for Flash Point (Abel)	250 mL or Available			
28	CRM for Freezing Point	250mL			
29	CRM for Unwashed Gum	200ml or Available			
30	CRM for Existent Gum	200ml or Available			
31	CRM for Calorific Value, Gross	25 g or Available			
32	CRM for Viscosity at (-) 20°C	500 mL or Available			
33	CRM for Viscosity at, 40°C	500 mL or Available			
34	CRM for Viscosity at 50°C	500 mL or Available			
35	CRM for High Frequency Reciprocating Rig.(HFRR)	100 mL or Available			
36	CRM for Ball On Cylinder Lubricity Evaluator. (BOCLE)	500 mL or Available			
37	CRM for Mercaptan Sulphur	20 mL x 6 or Available			
38	CRM for Lead (Pb), Sodium (Na), Vanadium (V), Calcium (Ca)	200 g or Available			
39	CRM for Sodium (Na) & Vanadium (V)	200 g or Available			
40	CRM for Aluminium (Al), Silicon (Si)	200 g or Available			
41	CRM for Aluminium (Al), Calcium (Ca), Phosphorus (P), Ferrous (Fe), Sodium (Na), Potassium (K), Vanadium (V), Zinc (Zn)	200 ml or Available			

42	CRM for Conradson Carbon Residue	100g or Available			
43	CRM for Water Separation Characteristic of Jet A - 1 (MSEP)	1 L or Available			
44	CRM for Naphthalene	5mL or Available			
45	CRM for Oxidation Stability.	2.5 L or Available			
46	CRM for Oxidation Stability	500 mL or Available			
47	CRM for Oxidation Stability	500 mL or Available			
48	CRM for Oxygenates	1 ml x 5 / 10 mL or Available			
49	CRM for Particulate Contaminants in Diesel, Total	5 L or Available			
50	CRM for Particulate Contamination in JET A-1	20L or Available			
51	CRM for Pour Point	250 mL or Available			
52	CRM for Reid Vapour Pressure @ 37.8 °C	250 mL or Available			
53	CRM for Research Octane Number (RON)	1000 mL x 2 or Available			
54	CRM for Sulphur Content	100 mL or Available			
55	CRM for Sulphur Content	100 mL or Available			
56	CRM for Sulphur Content	100 mL or Available			
57	CRM for Sediment by Extraction	100 g or Available			
58	CRM for Smoke Point	250mL or Available			
59	CRM for Sulphur Content	100mL or Available			
60	CRM for Jet Fuel Thermal Oxidation Stability Test. (JFTOT)	2L or Available			
61	CRM for Total Acid No.	100 g or Available			

62	CRM for Total Acidity	1L or Available			
63	CRM for Total Sediment Potential	100g or Available			
64	CRM for Water Content	1L or Available			
65	CRM for Water Content	25g or Available			

Total Price Exclusive Taxes :

VAT (*If applicable*) :

Total Price Inclusive VAT :

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

Country of Manufacturer :.....

Name of the Manufacturer :.....

Name of the Bidder :.....

Address :.....

.....

Telephone :.....

Facsimile :.....

E-mail :.....

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

(Company Seal)

05. ANNEXES

FORM OF BID

The Chairman
Department 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 OF CERTIFIED REFERENCE MATERIALS (CRM) -
TENDER REFERENCE NO: KPR/27A/2021**

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the Supply of Certified Reference Materials (CRM) – Tender Ref No: KPR/ 27A /2021 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 23rd August 2022**. Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6 I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- A-7 I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance bond (in case of a bank guarantee) contained in Annexure “C” and confirm our compliance with the said performance security in the event of award of bid.
- A-8 I/We affirm that the said items will be delivered to CPSTL **within weeks** period from the date receipt of the Purchase Order.
- A-9 If our bid is accepted, we commit to accept the COC clause 2.4; Mode of payment.
- A-10 I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Department Procurement Committee, Ceylon Petroleum Storage Terminals Limited.
- A-11 I/We offer the total price of

Cont....

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

..... *[insert total LKR price in figures inclusive VAT]*
.....
[insert total LKR price in words inclusive VAT])

for the Supply of Certified Reference Materials (CRM) to Ceylon Petroleum Storage Terminals Limited as detailed out in this bidding document and details of the total price is as given in the Schedule of Prices - Schedule "A".

Dated this day of2022 *[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:
.....
.....

FORMAT OF BANK GUARANTEE AS 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 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 Certified Reference Materials (CRM) under Tender Reference No: KPR/27A/2021 (“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 **20th September 2022**.

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)

FORMAT OF BANK GUARANTEE AS PERFORMANCE SECURITY

[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/ /2021 dated *[insert date of bid]* with you, for the Supply of Certified Reference Materials (CRM) under Tender Reference No: KPR/27A /2021 (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 theday of, 2021 *[Insert (by issuing agency) date, twenty eight (28) days beyond the scheduled completion date]* and any demand for payment under it must be received by us at this office on or before that date.

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

.....

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

Seal (where applicable)

FORMAT OF CONTRACT AGREEMENT – KPR/27A/2021

THIS CONTRACT AGREEMENT is made and entered into at Colombo on the ..” day of 2022

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 Certified Reference Materials (CRM) – Tender Ref No: KPR/27A/2021” and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert price in words and figures exclusive VAT & inclusive VAT*] (*hereinafter called and referred to as “the Contract Price”*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract.
 - This Contract Agreement
 - The Conditions of Contract
 - Technical Specifications
 - The Suppliers Bid dated [*insert the date of the bid*]
 - Original Price Schedules
 - Letter of Acceptance dated [*insert the date of the letter of acceptance*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above. **Cont....**

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

For and on behalf of the Supplier

.....
 Authorized Signature of the Purchaser

.....
 Authorized Signature of the Supplier

.....
 In the capacity of
[insert title or other appropriate designation]

.....
 In the capacity of
[insert title or other appropriate designation]

(Common Company Seal)

(Common Company Seal)

In the presences of witness:

In the presences of witness:

Name :.....

Name :

NIC No :.....

NIC No :.....

Signature :.....

Signature :.....

Address :.....

Address :.....

.....

.....

.....

.....

FORMAT OF MANUFACTURER’S AUTHORIZATION

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization shall be 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 Certified Reference Materials (CRM)

Tender Ref : KPR/27A/2021

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

WHEREAS

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

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

Signed *[insert signature of authorized representative]*

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

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

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

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

Company Seal (Rubber Stamp)

Date:

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 1.4, submitted (<i>if applicable</i>)		
02.	Signature Authorization Letter as per ITB clause 1.7, submitted		
03.	Bid Security as per ITB clause 1.16, submitted		
04.	Letter of Manufacturer’s Authorization as per ITB clause 1.17, and Annexure “E”, submitted		
05.	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.18 and Schedule “A”, submitted		
06.	Duly filled, stamped & signed Form of Bid as per ITB clause 1.19 and Annexure "A", submitted		
07.	Compliance with Performance Security as per COC clause 2.1, in case of award		
08.	Compliance with Contract Agreement as per COC clause 2.2, in case of award		
09.	Compliance with Delivery Schedule as per COC clause 2.3, in case of award		
10.	Compliance with Mode of Payment as per COC clause 2.4, in case of award		
11.	Valid copy of Certificate of Incorporation of authorized local agent, issued by the Registrar of Companies in Sri Lanka as per ITB clause 1.4, submitted		

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

(Common Company Seal)