



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

SUPPLY OF 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE)

TENDER REF: KPR/49/2022

MANAGER PROCUREMENT
PROCUREMENT FUNCTION
01st FLOOR, NEW BUILDING
CEYLON PETROLEUM STORAGE TERMINALS LIMITED
OIL INSTALLATION
KOLONNAWA, WELLAMPITIYA

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INVITATION FOR BIDS

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

SUPPLY OF 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE)

TENDER REF: KPR/49/2022

The Chairman, Department Procurement Committee on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, hereby invites sealed bids from Manufacturers or their Authorized agents in Sri Lanka for the **Supply of 140 Nos. Different Capacity of Batteries (Maintenance Free)**.

Interested parties may refer the tender document and obtain necessary information through the CPSTL website: <http://www.cpstl.lk/cpstl/tenders> and the original bidding documents in English language (full set) could be purchased from the undersigned on submission of a written request, during working days between **0900 hrs and 1400 hrs. up to 06.12.2022**, upon payment of a non-refundable bidding document fee of **Two Thousand Sri Lanka Rupees (LKR 2,000.00)** per set to the Cashier, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya. Bidders are requested to inspect the bidding document prior to purchase and once it is purchased, bidding document fee is not refundable for any reason whatsoever.

Duly filled bids may be sent by post/courier under registered cover or sealed cover to reach the following address or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. on 08.12.2022**. Late bids will be rejected.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bids in **PDF format** via email to tenders@cpstl.lk to reach on or before **1400 hrs. on 08.12.2022**, at their own discretion. The original bid document shall be securely kept to be submitted to the Manager Procurement when requested, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

Bids will be closed at 1400 hrs. on 08.12.2022 and will be opened immediately thereafter at the office of Manager (Procurement). An authorized representative of the bidders may allow to participate/witness the bid opening.

Bids shall be valid up to 09.02.2023 from the date of opening of the bid.

All bids must be accompanied by a **bid security of Sri Lanka Rupees Fifty Thousand (LKR 50,000.00), which shall be valid until 09.03.2023**

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)**.

Clarifications (if any) shall be sought from the Manager Procurement on **Tel: +94-11-2572156/ +94-11-5663121, Fax: +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**

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1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 SCOPE OF SUPPLY & DELIVERY

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 Agents in Sri Lanka for the Supply of 140 Nos. Different Capacity of Batteries (Maintenance Free), conforming to the terms conditions given under this bidding document.

Battery Capacity (M/F)	Warranty Requirements	Quantity	Delivery Terms
Battery 12V/120AMP	Please refer the COC clause 2.5	100 Nos	Please refer the COC clause 2.4
Battery 12V/40AMP		10 Nos	
NS70 Battery 12V/65AMP		20 Nos	
Battery 12V/90AMP		10 Nos	

CPSTL shall make the payment as per the terms of Mode of Payment, clause 2.3 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, Department Procurement Committee 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 CPSTL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Alternative bids will not be entertained and reject at the preliminary evaluation.

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

1.2 CONTENTS OF BIDDING DOCUMENT

Bidding document consists of the following

1. Invitation for Bids
2. Instructions to Bidders (ITB)
3. Conditions of Contract (COC)
4. Schedule of Prices - Annexure “A”
5. Form of Bid - Annexure “B”
6. Format of Bid Security Guarantee - Annexure “C”
7. Format of Performance Security - Annexure “D”

- | | |
|-------------------------------------------|----------------|
| 8. Format of Contract Agreement | - Annexure “E” |
| 9. Format of Manufacturer’s Authorization | - Annexure “F” |
| 10. Compliance/ Deviations sheet | - Annexure “G” |

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

1.3 ISSUE OF BIDDING DOCUMENTS

Bidding Documents could be obtained on submission of a written request on company letter head, during working days from **0900 hrs to 1400 hrs. from 24.11.2022 till 06.12.2022.** Upon payment of a nonrefundable bidding document fee of **Two Thousand Sri Lankan Rupees (LKR 2,000.00)** per set to the Cashier, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya,

1.4 BUSINESS REGISTRATION & PUBLIC CONTRACT REGISTRATION

Authorized Agent (Manufacturer’s or Export agent’s) in Sri Lanka, should register with the Registrar of Companies and shall produce a valid copy (legally attested copy) of the Certificate of Registration issued by the Registrar of Companies of Sri Lanka together with the offer.

Any of the following party who wishes to submit a bid, shall register himself at the department of registrar of companies www.eroc.drc.gov.lk (e-roc) as per the public contracts act, no. 03 of 1987 for every public contract value exceeding **Sri Lankan Rupees five million (LKR 5,000,000).**

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

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

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

1.5 DOCUMENTS AND DETAILS TO ACCOMPANY BID

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

Section - 01

1. Detailed **profile of the Manufacturer** and Country of Origin.
2. Detailed **profile of the bidder**.
3. Copy of **Business Registration & Public Contract Registration** – vide ITB clause 1.4.
4. **Signature Authorization** - vide ITB clause 1.7.
5. **Bid Security** issued by reputed commercial bank operating in Sri Lanka - vide ITB clause 1.16.
6. **Manufacturer's Authorization** letter including the certification that the goods offered are in good condition & conforming to the specifications - Annexure "F" – vide ITB clause 1.17.
7. Duly completed & signed **Schedule of Prices** - Annexure "A" – vide ITB clause 1.19.
8. Duly completed & signed **Form of Bid**– Annexure "B" – vide ITB clause 1.19.
9. The **warranty period** offered& warranty conditions (To be specified by a covering letter in the letter head).

Section - 02

1. **Manufacturer illustrated Technical Literatures** pertaining to the item offered.
2. **Available test reports** carrying out at the Manufacturer's factory after manufacture (To be specified by a covering letter in the letter head).
3. **Completed Compliance/Deviations sheet** - Annexure "H".
4. All other details and documentary requirements as requested under this tender.

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

1.6 SEALING, MARKING & 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 Tender should be placed in separate envelopes marked "**ORIGINAL**" & "**DUPLICATE**". Both envelopes should be enclosed in one securely sealed cover marked "Tender for the **"BID FOR THE SUPPLY OF 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE) - KPR/49 /2022- CLOSING DATE: 08.12.2022"**" on the top left-hand corner, and addressed to,

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

If the outer envelope is not sealed and marked as required above, CPSTL will assume no responsibility for the bid being misplaced or premature opening. If the outer envelope discloses the bidder's identity, the CPSTL will not guarantee anonymity of the bid submission but this disclosure will not constitute grounds for bid rejection.

If the bid is being submitted directly by the principals, they should indicate whether they are represented in Sri Lanka by an agent.

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

Multiple bids from same manufacturer also should be submitted as separate bids on separate sets of bidding documents purchased from CPSTL for such purpose with separate bid securities.

Bids submissions through emails are not entertained. However, only the clarifications, data sheets & product literature/catalogues 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/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 Proprietor/Partner/Director 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). Particulars proving the ownership of the company/Board of directors shall be submitted along with the signature Authorization Letter.

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

1.8 FORMAT & SIGNING OF BID

Bidders shall prepare an original and a duplicate of the bid specified above, clearly marking as, **“BID FOR THE SUPPLY OF 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE) – KPR/49/2022– CLOSING DATE: 08.12.2022”**, original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.

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/s signing the bid.

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

1.9 AMENDEMENTS/ CLARIFICATIONS OF BIDDING DOCUMENT

The Chairman, Department Procurement Committee reserves the right to issue amendments to the bidding document if and when deemed necessary up to one (01) week 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 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 one (01) weeks 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 should be raised at this stage.

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 one (01) weeks prior to the closing date of the tender prescribed by the CPSTL. 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 one (01) week 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.

1.10 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 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 1.6, 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 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE) – KPR/49/2022– CLOSING DATE: 08.12.2022”**.

Bidders wishing to withdraw their bids shall notify 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 along with the sample shall be sent under registered cover or sealed cover **to reach**,

The Chairman

Department Procurement Committee

C/procurement Function

01st Floor, New Building

Ceylon Petroleum Storage Terminals Limited

Kolonnawa

Wellampitiya

not later than 1400 hrs. on 08.12.2022 or could deposit in the tender box kept at the Main Entrance of Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa.

Bids will be closed **at 1400 hours on 08.12.2022**

1.12 DEADLINE FOR SUBMISSION OF BIDS

Chairman, Department Procurement Committee, CPSTL must receive bids at the address specified under ITB Clause 1.11 not later than the time and date stipulated. Chairman, Department Procurement Committee, CPSTL may at his discretion, extend this deadline for submission of bids, by amending the bidding documents, in which case all right and obligations of 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 enclosed, sealed marked & addressed as aforesaid, shall be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee, not later than **1400 hrs. on 08.12.2022** or could be deposited in the tender box provided for this purpose at the Main Entrance of Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa.

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 08.12.2022**, subject to following conditions.

1. Submission of the bid via email is at own discretion of the bidder.
2. The title and the closing date of the tender shall be indicated as the subject of the email.
3. Size of an email (with attachment) shall be limited to the maximum of 20 MB. In case the size of an attachment exceeds 20 MB, the bidder is requested to split the attachments and send as separate emails (i.e. 01 of 03, 02 of 03 etc.,).
4. Do not CC/BCC to any other official/personal email IDs of CPSTL staff. Bids sent to any other email IDs are strictly not entertained.
5. Original bid shall be kept secured in the custody of the bidder and shall be submitted when requested by CPSTL, if the need arises.

Bids will be closed at **1400 hrs. on 08.12.2022** and opened immediately thereafter at Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya.

Bids received after the closing time will be rejected.

Due to the prevailing current situation in the country, the authorized representatives of the bidders are allowed to participate/witness the bid opening procedure via video conferencing method.

1.15 MINIMUM VALIDITY PERIOD OF BIDS

All bids shall necessarily be valid for acceptance **until 09.02.2023** Bidders should however, clearly indicate the maximum period that their bids would be valid. **A bid valid for a shorter period shall be rejected by the Department Procurement Committee as non-responsive.**

All prices indicated in the schedule of prices, Annexure “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.

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 and payable to CPSTL on demand, **for a minimum sum of Sri Lankan Rupees Fifty Thousand (LKR 50,000.00)** or
- iv) in the form of a cash deposit to the CPSTL Cashier **for a minimum sum of Sri Lankan Rupees Fifty Thousand (LKR 50,000.00).**

(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))

The bid security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **minimum until 09.03.2023**

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 accredited agents in Sri Lanka, shall arrange and submit a bank guarantee as the bid security, on behalf of the principal supplier (*if the bidder is manufacturer or his accredited export agent abroad*), both names of the accredited 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 (in case of bank guarantee) provided 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 1.15. 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 agent representing principal abroad, will not be considered unless they hold the **Letter of Manufacturer’s Authorization from the principals, empowering**

the authorized local agent to bid on their behalf, to enter into a valid contract on behalf of their principals 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 “F” is attached.

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

In case, CPSTL accept the offer, the agreement will be signed and the purchase order will be placed with the authorized local agent.

1.18 SCHEDULE OF PRICES

Schedule of Prices - Annexure A

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

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

1.19 DECLARATION

Bidders should 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, and in terms of this bid. **Form of Bid - Annexure “B”** is attached.

Failure to submit the Form of Bid along with the bid or before the closing of Tenders and in accordance with above said requirements and in the format provided, shall result in the bid being rejected.

1.20 PRELIMINARY EXAMINATION OF BIDS

The CPSTL Department Procurement Committee 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 Department Procurement Committee 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 prompt response to any query raised by the Department Procurement Committee 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 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, the unit rate as quoted will govern, unless in the opinion of the Department Procurement Committee 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) Where the adjusted price is lower than the bid price, the adjusted figure will be treated as bid price. If the adjusted price is higher than the bid price, the original bid figure will be considered.
- d) The amount stated in the form of bid 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 agree for such adjustment, his bid shall be rejected without affecting the bid security.

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.

CPSTL may seek 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.

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

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

1.23 POWER TO ACCEPT OR REJECT BIDS

The Department Procurement Committee will not be bound to make the award to the bidder submitting the lowest bid.

The 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 bid and reserves the right to increase or decrease the quantity of the items to be contracted for, at prices indicated in the schedule of prices.

1.24 AWARDING CRITERIA

Subject to ITB clauses 1.22, 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 Department Procurement Committee decision. Any change of the mailing address of the bidder should 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)

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
bank operating in Sri Lanka

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

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

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

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

In case of the accredited agents in Sri Lanka, shall arrange and submit a bank guarantee as the performance security, on behalf of the principal supplier *(if the bidder is manufacturer or his authorized agent)*, both names of the accredited 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 encashable 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. A specimen of Contract Agreement as per Annexure “E”.

2.3 MODE OF PAYMENT

Full payment of the total cost shall be paid in Sri Lanka Rupees, only after the successful delivery of the items to CPSTL, Kolonnawa, Sri Lanka and the receipt of acceptance notice from the user function of CPSTL, that the order has been completed as per the terms & conditions of the tender.

Any payment term requiring advance payments will not be acceptable to CPSTL.

2.4 DELIVERY SCHEDULE

Item No 1

100 Nos. Batteries 12V/120AMP (M/F) should be delivered in 04 installments each 25 Nos.

First Installment should be delivered at Ceylon Petroleum Storage Terminals Limited, Kolonnawa within one week after receipt of the purchase order & balance those installments within first week of every Two Months. Bidder should indicate the detailed schedule in their offer.

Item No 2, 3&4

The items should be delivered to CPSTL, Kolonnawa, Sri Lanka **within a period of one (01) month from the date of receipt of official purchase order**. However, bidders shall indicate the period within which the item could be delivered to CPSTL from the date of receipt of official purchase order.

2.5 WARRANTY

Supplier shall provide manufacturer’s warranty that the design, engineering & equipment/material supplied shall be free from defects & shall conform & shall perform so as to comply with specifications contained in the Bid document. This manufacturer’s warranty shall cover a minimum period of 24 months from the date of delivery. Warranty conditions shall be clearly indicated in the bid.

Any defect found during this warranty period aforesaid shall be rectified or replaced free of charge by the supplier at his own cost (labor & spare parts), and any defective parts shall be replaced with new parts free of charge.

All batteries offered should be brand new and proven models and no Prototype models should be offered.

All material offered should have a minimum of 24 months shelf life (if relevant) from the date of shipment.

2.6 DELAYS IN DELIVERY

Where the Supplier does not supply the Batteries 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 quantities of Batteries as may be necessary immediately by CPSTL by making suitable arrangements, in order that the said Batteries will reach CPSTL in due time.

Should the Supplier fail to arrange for the supply of Batteries in the manner aforesaid, CPSTL will have the right to make suitable alternate arrangements for the required supplies and to claim from the supplier, the additional expenses thereby incurred by CPSTL.

2.7 DEFAULTS BY SUCCESSFUL BIDDER

If for any reason, in the opinion of CPSTL, the successful bidder becomes incapable or unable to supply the Batteries 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 of Batteries 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.

2.8 LIQUIDATED DAMAGES

Should the supplier fail to supply Batteries, within the period specified or should he fail to replace any rejected Batteries 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 of 10/1000th of the total item value of the Batteries 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. The supplier in these circumstances will also render himself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in CPSTL bids.

2.9 SUPPLIER'S STANDARD CONDITIONS OF SALE

Supplier's standard conditions of sale, usually printed on the reverse side of the Pro-forma invoice or in a separate format will not be accepted. The terms & conditions of this tender of CPSTL will prevail.

2.10 FORCE MAJEURE

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

2.11 ARBITRATION/ APPLICABLE LAW

All the disputes arising out of this agreement will be settled in accordance with the provisions of the Arbitration Act No. 11 of 1995, Sri Lanka & UNCITRAL rules.

All proceedings and hearings by the Arbitrator shall be held in Sri Lanka Arbitration will be conducted under the rules of the ICLP Arbitration Centre and the Arbitration Act No. 11 of 1995, Sri Lanka.

The law applicable to this procurement/contract is the law of the Democratic Socialist Republic of Sri Lanka

2.12 FURTHER INFORMATION

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

Telephone : +94-11-5750764/ +94-11-572156

Facsimile : +94-11-2572155

Email : procure@cpstl.lk

The Chairman

Department Procurement Committee

Ceylon Petroleum Storage Terminals Limited

Oil Installation

Procurement Function, 01stFloor

New Building

Kolonnawa, Wellampitiya

SCHEDULE OF PRICES

S/No	Description	Qty. (Nos.)	Unit Price (Rs.)	Total Value (Rs.)
01	Battery 12V/120AMP	100		
02	Battery 12V/40AMP	10		
03	NS70 Battery 12V/65AMP	20		
04	Battery 12V/90AMP	10		
	Less Discount (If any)			
	Total Value After Discount			
	VAT (If applicable)			
	Total Value Inclusive Taxes	In figure		
		In words		

OPTIONAL FOR REBATE

Item S/No	Description	Qty (Nos)	Cost (Rs.)
01	Battery 12V/120AMP	01	
02	Battery 12V/40AMP	01	
03	NS70 Battery 12V/65AMP	01	
04	Battery 12V/90AMP	01	

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

VAT Registration No :.....

Bid Validity :.....(Minimum requirement – As per ITB clause 1.15)

Delivery Period :.....(Minimum requirement – As per COC clause 2.4)

Country of Origin :.....

Details of the Manufacturer

Name of the Manufacturer :.....

Country of the Manufacturer :.....

Address :.....

Telephone

Facsimile

E-mail

Details of the Bidder

Name of the Bidder

Address

Telephone

Facsimile

E-mail

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

(Company Seal)

FORM OF BID

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

Dear Sir,

BID FOR THE SUPPLY OF SUPPLY OF 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE) - TENDER REFERENCE NO: KPR/49/2022

- B-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the **SUPPLY OF 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE)** – Tender Ref No: **KPR/49/2022** referred to therein, I/we offer to complete the whole of said contract/ services in conformity with the said document
- B-2 Unless & until a formal agreement is engrossed & executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- B-3 I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- B-4 The bid I/we am/are offering is complete and fulfils the technical requirements discussed in the bidding document.
- B-5 I/We agree to abide by this bid until **09.02.2023** Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- B-6 I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- B-7 I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance bond (in case of a bank guarantee) contained in Annexure “D” and confirm our compliance with the said performance security in the event of award of bid.
- B-8 I/We affirm that the said items will be delivered as per COC Clause 2.4 from the date of receipt of official purchase order.
- B-9 If our bid is accepted, we commit to accept the COC clause 2.3; Mode of payment.

Cont....

B-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.

B-11 I/We offer the total price of
[insert total LKR price in figures with Taxes]
.....
[insert total LKR price in words with Taxes] for the Supply of **SUPPLY OF 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE)** 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 - Annexure "A".

Dated this day of2022.

Name :.....

Signature :.....

in the capacity of.....

duly authorized to sign bids for and on behalf of

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

Company Seal (Rubber Stamp)

Witnesses:

1. Signature: 2. Signature:

Name: Name:.....
.....

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

FORMAT OF BID SECURITY GUARANTEE

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

BID SECURITY NO. :[insert (by issuing bank) number]

SUM GUARANTEED: [insert (by issuing bank) the amount of the bid bond]

DATE : [insert (by issuing bank) date]

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

Dear Sir,

By this guarantee we *[insert (by issuing bank) the name of the Bidder; if a joint venture, list complete legal names of partners]*(hereinafter called “the Bidder”) and we*[insert (by issuing bank) complete name & addresses of registered office and the branch office of the issuing bank]*(hereinafter called “the Surety”) are held and firmly bound into Ceylon Petroleum Storage Terminals Limited, having its registered office at Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka(hereinafter called “the Authority”) in the sum of*[insert (by issuing bank) the amount of the bid bond in figures]*.....*[insert (by issuing bank) the amount of the bid guarantee in words]*for the payment of which sum the Bidder and the Surety bind themselves, their successors and assigns jointly and severally by these present.

Whereas the Authority has invited the Bidder and other persons to complete bid in similar terms for the **SUPPLY OF 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE) – Tender Ref No: KPR/49/2022** (hereinafter called “the Bid”) in accordance with such invitation, the guarantee shall provide security to the Authority that the Bidder will honor certain obligations to be undertaken by him/her in the bid in accordance with the following conditions.

Cont....

Now the Conditions of this guarantee are:

- (a) that it shall remain in full force and effect until the earliest of,
 - (i) **09.03.2022**, or any prolongation of such date above notified to the Authority by the Bidder and the Surety in writing, or
 - (ii) In the event of the Bid being accepted by the Authority, the date upon which the Bidder provides a performance security to the Authority in accordance with the terms of the contract thereby made between them, or
 - (iii) In the event of acceptance of the Authority of a bid for the work from a third party the date upon which such third party provides the relevant performance security.
- (b) Subject to this guarantee being in full force and effect, the Surety shall pay the full amount specified in this bond upon receipt of first written demand from the Authority stating that
 - (i) the Bidder has withdrawn his/her bid during the bidding period, or
 - (ii) the Bidder has failed to provide a performance security to the Authority in accordance with the terms of the contract between them upon acceptance of the Bid.

No alteration in the terms of the Bid, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Bid on the part of the Authority, nor any objection from the Bidder shall in any way release the Surety from any liability under this guarantee.

The benefit of this guarantee shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Bidder.

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

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

Seal (where applicable)

FORMAT OF PERFORMANCE GUARANTEE

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

PERFORMANCE SECURITY NO. :[insert (by issuing bank) number]

SUM GUARANTEED: [insert (by issuing bank) the amount of the bid bond]

DATE : [insert (by issuing bank) date]

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

Dear Sir,

Whereas.....*[insert (by issuing bank) complete name and address of the supplier]*
(hereinafter called “the Supplier”) has undertaken , in pursuance to execute **SUPPLY OF 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE) – Tender Ref No: KPR/49/2022** (hereinafter called “the Contract”)

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a performance guarantee issued by a Central Bank approved, reputed commercial bank operating in Sri Lanka for the sum specified therein as security for compliance with his/her obligations in accordance with the Contract.

And whereas we have agreed to give Supplier such a performance guarantee.

Now therefore we *[insert (by issuing bank) complete name & addresses of registered office and the branch office of the issuing bank]* hereby affirm that we are the guarantor and responsible to you, on behalf of the Supplier, up to a total of *[insert (by issuing bank) amount of the guarantee in figures].....[insert (by issuing bank) amount of the guarantee 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

Cont....

demand and without cavil or argument, any sum or sums within the limits of *[insert (by issuing bank) amount of the guarantee in figures].....[insert (by issuing bank) amount of the guarantee in words]* 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 Supplier 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 Supplier shall in any way release us from any liability under this bond, and we hereby waive notice or any such change, addition or modification.

This guarantee shall expire, no later than the**day of, 20...***[Insert (by issuing bank) date, Twenty Eight days (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)

FORM OF CONTRACT AGREEMENT

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND *[INSERT COMPLETE NAME OF THE SUPPLIER]* TOGETHER WITH *[INSERT COMPLETE NAME OF THE AUTHORIZED LOCAL AGENT]* FOR THE PURCHASE OF **SUPPLY OF 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE)** – TENDER REF NO: **KPR/49/2022**.

This contract agreement is made and entered into this ... day of 2022 between 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 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 CPSTL invited bids for the **SUPPLY OF 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE)** – Tender Ref No: **KPR/49/2022** (*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 total foreign currency price in words and figures]* + *[insert LKR price in words and figures]*(*hereinafter called and referred to as “the Contract Price”*), and the remedying of any defects therein.

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
 - The bid dated
 - The terms & conditions of the bid
 - The completed schedules of the bid
 - The supplier’s proposals and original Price Schedules

3. In consideration of the payments to be made by CPSTL to the Supplier as hereinafter mentioned, the Supplier hereby covenants with 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.
4. 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.
5. 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.
6. Any notice or other communication received permitted to be given pursuant to this agreement shall be sent by registered mail, in the case of CPSTL, to the Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Kolonnwa, Wellampitiya, Sri Lanka and in the case of Supplier, to the *[insert complete address of the supplier]* and/or to the *[insert complete address of the authorized local 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 :

Signature :

Address :

2. Name & NIC No :

Signature :

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 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: *[insert date]*

Name of Tender: **SUPPLY OF 140 NOS. DIFFERENT CAPACITY OF BATTERIES (MAINTENANCE FREE)**

Public Tender: **KPR/49/2022**

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

WHEREAS

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

We hereby confirm goods offered are in good condition & conforming to the technical specifications as mentioned in 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	Specification / Condition	Complied	Deviations
01.	Validity Period of Bid as per ITB clause 1.15		
02.	Bid Security as per ITB clause 1.16		
03.	Letter of Manufacturers’ Authorization as per ITB clause 1.17 and Annexure “F”		
04.	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.19 and Annexure “A”, submitted		
05.	Duly filled, stamped & signed Form of Bid as per ITB clause 1.19 and Annexure "B ", submitted		
06.	Compliance with Performance Security as per COC clause 2.1, in case of award		
07.	Compliance with Contract Agreement as per COC clause 2.2, in case of award		
08.	Compliance with Mode of Payment as per COC clause 2.3, in case of award		
09.	Compliance with Shipment/Shipping Documentation & Delivery Schedule as per COC clause 2.4, in case of award		
10.	Compliance with other clauses of COC, in case of award		
11.	Valid copy of Certificate of Business Registration issued by the Registrar of Companies in Sri Lanka, submitted		
12.	Certificate “Form PCA 3” issued by Registrar of Public Contract in accordance with ITB clause 1.4, submitted		
13.	Signature Authorization letter, as per ITB clause 1.7 submitted		
14.	Compliance of warranty terms as per COC 2.5		
15.	All other documentary requirements/details as requested under this bidding document, submitted		

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