



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

**BIDDING DOCUMENT
NATIONAL COMPETITIVE BIDDING**

**SUPPLY OF
200 NOS. NEW TYRES OF SIZE 295/80R22.5 16 PR**

PUBLIC TENDER: KPR/52/2022

THE CHAIRMAN
DEPARTMENT PROCUREMENT COMMITTEE
C/O PROCUREMENT MANAGER
PROCUREMENT FUNCTION
01ST FLOOR, NEW BUILDING
CEYLON PETROLEUM STORAGE TERMINALS LIMITED
OIL INSTALLATION
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CEYLON PETROLEUM STORAGE TERMINALS LTD (CPSTL)

INVITATION FOR BIDS

SUPPLY OF 200 NOS NEW TYRES (TUBELESS) OF SIZE 295/80R 22.5 16 PR
TENDER NO. KPR/ 52 /2022

The Chairman, Department Procurement Committee, on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Wellampitiya will receive sealed bids for the supply of 200 Nos. New Tyres (Tubeless) of Size 295/80R 22.5 16PR

Interested parties may refer the bidding document (*only for viewing purpose*) and obtain necessary information through the website <http://www.cpstl.lk/cpstl/tenders> and the original bidding documents (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 12.12.2022**, upon payment of a non-refundable bidding document fee of **Six Thousand Sri Lanka Rupees (LKR 6,000.00)** 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 13.12.2022**. 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 13.12.2022**, 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 13.12.2022 and will be opened immediately thereafter at the office of Manager (Procurement). An authorized representatives of the bidders may allow to participate/witness the tender opening procedure.

Bids shall be valid up to 28.02.2023 from the date of opening of the bid.

Bids must be accompanied by a bid security of **Rupees One hundred and Fifty Thousand Sri Lanka Rupees (LKR150,000.00)** and shall be valid until **28.03.2023** 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)**.

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

	Page No
1. INSTRUCTIONS TO BIDDERS (ITB)	1-10
1.1. Scope of Supply	1
1.2. Content of Bidding Document	1
1.3. Issue of Bidding Documents	1
1.4. Amendments/Clarification of Bidding Document	2
1.5. Documents & Details to Accompany Bid	2
1.6. Schedule of Prices	4
1.7. Period of validity of Bid	4
1.8. Bid Security	4
1.9. Format & Signing of Bid	5
1.10. Sealing, Marking & Submission of Bid	6
1.11. Deadline for Submission of Bids	7
1.12. Late Bids	7
1.13. Modification, Substitution & Withdrawal of Bids	7
1.14. Closing & Opening of Bids	8
1.15. Manufacturer's of Authorization	8
1.16. Business Registration & Public Contract Registration	8
1.17. Preliminary Examination of Bids	9
1.18. Corrections of Errors	9
1.19. Evaluation of Bids	10
1.20. Selection Criteria	10
1.21. Procurement Committee's Right to Accept or Reject any or all bids	11
1.22. Awarding Criteria	11
1.23. Notice of Acceptance	11
2. CONDITIONS OF CONTRACT (COC)	12-14
2.1. Performance Security	12
2.2. Contract Agreement	12
2.3. Delivery Schedule	12
2.4. Mode of Payment	12
2.5. Penalty Against Tyre Performance	13
2.6. Contract not to be Sublet	13
2.7. Defaults by Successful Bidder	13
2.8. Supplier's Standard Conditions of Sale	14
2.9. Force Majeure	14
2.10. Termination	14
2.11. Governing Law & Jurisdiction	14

ANNEXURES

1.	Schedule of Prices	- Schedule “A”	15-16
2.	Form of Bid	- Annexure “A”	17-18
3.	Format of Bid Security Guarantee	- Annexure “B”	19-20
4.	Format of Performance Guarantee	- Annexure “C”	21
5.	Format of Contract Agreement	- Annexure “D”	22-23
6.	Format of Manufacturer’s Authorization	- Annexure “E”	24
7.	Compliance/ Deviations sheet	- Annexure “F”	25

01. INSTRUCTIONS TO BIDDERS (ITB)

1.1 SCOPE OF SUPPLY

The Chairman, Department Procurement Committee, 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 (Manufacturer's or Export Agent's) for the supply of **200 Nos. New Tyres of size 295/80R 22.5 16PR**, conforming to the Terms & Conditions given under this bidding document.

1.2 CONTENT OF BIDDING DOCUMENT

Bidding document consists of the following:

- Invitation for Bids (IFB)
- Instructions to Bidders (ITB)
- Conditions of Contract (COC)
- Schedule of Price - **Schedule "A"**
- Form of Bid - **Annexure "A"**
- Format of Bid Security Guarantee - **Annexure "B"**
- Format of Performance Guarantee - **Annexure "C"**
- Format of Contract Agreement - **Annexure "D"**
- Format of Manufacturer's Authorization - **Annexure "E"**
- 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 from **0900 hrs to 1400 hrs. from 30.11.2022 till 12.12.2022**. Upon payment of a nonrefundable bidding document fee of **Six Thousand Sri Lankan Rupees (LKR 6,000.00)** per set to the Cashier, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya.

1.4 AMENDMENTS/ CLARIFICATION OF BIDDING DOCUMENT

- 1.4.1** The Chairman, Department Procurement Committee reserves the right to issue amendments to the bidding document and when deemed necessary up to one (01) week prior to the deadline for submission of bids.
- 1.4.2** A prospective bidder requiring any clarification regarding the provisions or terminology of the bidding document or having any objection/complaint, shall notify CPSTL, in writing by hand or by post or by email to the addresses which are indicated in ITB clause 1.10, not later than two (02) weeks prior to the deadline for submission of bids. CPSTL shall respond to any such clarifications, objections or complaints to all 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.
- 1.4.3** Questions and answers will not form part of the bid 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.
- 1.4.4** All correspondence shall be addressed to the mailing address or email address which are indicated in ITB clause 1.10 and shall not be personally addressed to any officer. Such correspondence shall not be entertained and shall be considered as a disqualification.
- 1.4.5** Where a bidder has not sought any clarifications/information such bidder shall be deemed to have accepted the bidding document in full.

1.5 DOCUMENTS AND DETAILS TO ACCOMPANY BID

- The bidder 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.
- 1.5.1** Detailed profile of the company of the bidder along with a valid copy of **Certificate of Business Registration** issued by the Registrar of Companies in Sri Lanka.
- 1.5.2** Valid certificate **“FORM PCA 03”** issued by Registrar of Public Contract in terms of the Public Contract Act No. 3 of 1987, in case the bidder is the agent, sub agent, representative or nominee of the manufacturer, as per ITB clause 1.16.
- 1.5.3** Detailed profile of the manufacturing company (in case the bidder is the agent, sub agent, representative or nominee of the manufacturer).

- 1.5.4 Documentary proof for recent supplies made to Government or private organizations in similar magnitude.
- 1.5.5 Manufacturer shall certify that the tyres offered are performing a minimum of 40,000 km. (To be specified by a covering letter in the letter head)
- 1.5.6 Manufacturer's literatures of the offered brand & the product literatures.
- 1.5.7 Documentary proof for Country of manufacture of the tyres to be supplied.
- 1.5.8 Latest Global Ranking of the offered brand with documentary proof.
- 1.5.9 Manufacturer shall confirm that a valid latest test certificate will be submitted along with the tyres (To be specified by a covering letter in the letter head).
- 1.5.10 Week and year of manufacture.
- 1.5.11 Available standard certifications
- a. Safety/ISO
 - b. Compliance with ECE/DOT standards
- 1.5.12 Direction of rotation, if applicable.
- 1.5.13 The warranty period offered & warranty conditions (To be specified by a covering letter in the letter head).
- 1.5.14 Duly completed & signed **Schedule of Prices** as per ITB clause 1.6 – Format: Schedule “A”.
- 1.5.15 Duly completed & signed **Form of Bid** as per Annexure “A”.
- 1.5.16 **Bank draft or a bank guarantee (as the bid security)** issued by an approved commercial bank operating in Sri Lanka, with the authority of a license issued by the Monetary Board (Central Bank of Sri Lanka), **One Hundred Fifty Thousand Sri Lanka Rupees (LKR 150,000.00) shall be valid until 28.03.2023** as per ITB clause 1.8. Annex. “ B”
- 1.5.17 **Manufacturer's Authorization** issued by the manufacturer (in case the bidder is the agent, sub agent, representative or nominee of the manufacturer) as per ITB clause 1.15 - Format: Annexure “E”.
- 1.5.18 **Completed Compliance/Deviations sheet** as per Annexure “F”.
- 1.5.19 **Signature Authorization** – Authorization letter from the company (Bidder) authorizing the signatory for signing the bid on behalf of the company (To be authorized on the company letter head). As per ITB clause 1.9.2
- 1.5.20 All other details and documentary requirements as requested under this tender.
- 1.5.21 Copy of receipt of the non-refundable bidding document fee of **Six Thousand Sri Lanka Rupees (LKR 6,000.00)**.
- All documentation/correspondence/catalogues/literatures shall be furnished in English language.

1.6 SCHEDULE OF PRICES

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

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

1.7 PERIOD OF VALIDITY OF BID

1.7.1 The bid should be valid **until 28.02.2023** Bidder should however, clearly indicate the maximum period that his/her bid would be valid. A bid valid for a shorter period shall be rejected by the Procurement Committee as non-responsive.

1.7.2 In exceptional circumstances, CPSTL may request that the bidders extend the period of validity 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 bid security for the period of the extension, and in compliance with ITB Clause 1.8 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 or executing the bid-securing declaration as appropriate.

1.7.3 All the 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.

1.7.4 Prices shall be quoted by the bidder entirely in Sri Lankan Rupees.

1.7.5 On acceptance of the bid, prior to expiry of the period of validity of the bid, the validity period should be extended for purposes of the required documentation if necessary.

1.8 BID SECURITY

1.8.1 Each bid shall be accompanied by a bid security, undertaking that the bid will be held valid for the specified period, and that the bid will not be withdrawn during that period. Such security shall be in the form of a bank draft or a bank guarantee issued by, 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 One Hundred Fifty Thousand Sri Lanka Rupees (LKR 150,000.00)**

- 1.8.2 The bid security shall be valid **until 28.03.2023**. The format of bid security guarantee (in case of a bank guarantee) is attached, Annexure “B”.
- 1.8.3 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.
- 1.8.4 Bid securities of the unsuccessful bidders shall be returned promptly upon successful bidder furnishing the performance security.

1.9 **FORMAT & SIGNING OF BID**

- 1.9.1 The bidder shall prepare an original and a duplicate of the bid specified above, clearly marking as, **“BID FOR THE SUPPLY OF 200 NOS. NEW TYRES OF SIZE 295/80R22.5 16PR KPR/ 52 /2022”– CLOSING DATE 1400hrs on 13.12.2022** original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.
- 1.9.2 Bidder shall incorporate a Signature Authorization letter along with his/her bid, which is authorizing a person/s to represent the company in submitting the bid, and if successful, to sign the respective agreement/contract with CPSTL. The letter shall be signed by the Management of the company and the person/s who signs the bid on behalf of the company and shall be affixed by the common seal of the company. This letter shall be produced on the company letter head.
- 1.9.3 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.
- 1.9.4 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.

1.10 **SEALING, MARKING & SUBMISSION OF BID**

- 1.10.1 Bidder shall quote his/her prices in the annexed “Schedule of Prices” and forward same in duplicate. The original & duplicate copy of the bid shall be placed in separate envelopes marked **“ORIGINAL” & “DUPLICATE”**. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked **“BID FOR THE SUPPLY OF 200 NOS. NEW TYRES OF SIZE 295/80R 22.5 16PR KPR/ 52 /2022”– CLOSING DATE 1400 hrs on 13.12.2022** on the top left-hand corner, and addressed to

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

or bidder could deposit his/her bid in the tender box kept at the above address.

- 1.10.2** If the outer envelope is not sealed and marked as required above, CPSTL will assume no responsibility for the bid's being misplaced or premature opening.
- 1.10.3** A local firm acting as authorized agent for more than one manufacturer or export agent/authorized distributor, should get each of his/her 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.
- 1.10.4** Clarifications, data sheets & product literature/catalogues can be made through email address procure@cpstl.lk.
- 1.10.5** Bidder should declare that he/she had read the conditions and that he/she makes 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 "A"** is attached.

1.11 DEADLINE FOR SUBMISSION OF BIDS

Chairman, Department Procurement Committee, must receive bids specified under ITB clause 1.10 not later than the time and date stipulated. Chairman, Procurement Committee, may at his discretion, extend this deadline for submission of bids, by amending the bidding document, in which case all rights and obligations of Procurement Committee and the bidders will thereafter be subjected to the deadline as extended.

1.12 LATE BIDS

Any bid received by the Chairman, Department Procurement Committee, after the deadline for submission of bids, will not be considered and returned unopened to the bidder.

1.13 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

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

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

The bidder shall provide an original and a duplicate, as specified in the ITB clause 1.10, of any modification or substitution to his/her bid, clearly identified as such in two envelopes, duly marked "ORIGINAL" & "DUPLICATE". The envelopes shall be sealed in an outer envelope, duly marked "BID MODIFICATION or BID SUBSTITUTION - "BID FOR THE SUPPLY OF 200 NOS. NEW TYRES OF SIZE 295/80R22.5 16PR (TUBE TYPE) –KPR/52/2022"– CLOSING DATE 14.00 hrs on 13.12.2022

1.13.3 A bidder wishing to withdraw his/her bid shall notify CPSTL in writing by post or by hand or by email to tenders@cpstl.lk at the address which is indicated in ITB clause 1.10, prior the deadline for submission of bids. The notice of withdrawal shall bearing the bid name and the words "BID WITHDRAWAL NOTICE".

1.13.4 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.

1.14 CLOSING & 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 13.12.2022** 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 13.12.2022**, 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 13.12.2022** and opened immediately thereafter at Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka.

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 MANUFACTURER'S OF AUTHORIZATION

Bid from the authorized agent, sub agent, representative or nominee representing manufacturer, will not be considered unless he/she hold the **Letter of Authorization from the manufacturer, empowering the authorized local agent to bid on his/her behalf, to enter into a valid contract on his/her behalf and to fulfil all the terms and conditions of the contract, in the event of the bid being awarded**

Format of Manufacturer's Authorization, as per Annexure "E".

Nomination of an agent after the submission of bid will not be valid.

1.16 BUSINESS REGISTRATION & PUBLIC CONTRACT REGISTRATION

1.16.1 Authorized Agent (Manufacturer's or Export agent's) in Sri Lanka, should register 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 offer.

1.16.2 Any person who act as an agent or sub-agent, representative or nominee for or on behalf of any bidder/principal supplier, shall register himself/herself and such public contract as per Public Contracts Act, No 3 of 1987 for every public contract exceeding Five Million Sri Lankan Rupees (**LKR 5,000,000.00**) & the Certificate of Registration (**FORM PCA 03**) issued by the Registrar of Public Contracts of Sri Lanka shall be submitted along with the bid.

1.16.3 Where any person is an agent, sub-agent, representative or nominee for or on behalf of a bidder/principal supplier, he/she shall first produce a certificate of his appointment as agent, sub-agent, representative or nominee to the Registrar before he registers himself under the public contract. [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 / E-mail: registrar@drc.gov.lk.(Contact details may vary from actual& CPSTL does not take any responsibility in this regard)]

1.17 PRELIMINARY EXAMINATION OF BIDS

1.17.1 The Department Procurement Committee, will make arrangements to 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. CPSTL may, at its discretion call clarifications from bidders.

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

1.17.3 Bidder shall prompt response to any query raised by CPSTL by Fax/ Email on the bid made by him/her at the evaluation stage of bids. Failure to response for these queries will be subject to rejection of bid.

1.18 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.

1.18.1 Where the discrepancy is between the amount in figure and the amount in words, the amount in words will prevail.

1.18.2 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 Procurement Committee/TEC there is an obvious gross misplacement of the decimal point in the rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

1.18.3 The amount stated in the form of bid is 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/her bid shall be rejected without affecting the bid security.

1.19 EVALUATION OF BIDS

1.19.1 The Department Procurement Committee, will carry out a detailed evaluation of the bids to determine whether the Technical aspects are properly addressed, and the bids are substantially responsive. Substantially responsive bid is one, which conforms to the terms & conditions and specifications of the bidding document. Incomplete bids will be rejected.

1.19.2 The Department Procurement Committee, with the approval of the Chairman, Procurement Committee, 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 Procurement Committee reserves the right to make its own decision.

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

1.20 **SELECTION CRITERIA**

Selection will be based on the

1.20.1 Performance of the tyres - Minimum warranty mileage of performance (25,000 km) should be certified by reputed third party and attested by a letter in the official letter head.

1.20.2 Tyres availability with the bidder – Ex stock.

1.20.3 Domestic preference – Applicable as per cl 7.9.4 of National Procurement Guidelines

1.20.4 Standard certifications – As per the ITB clause no 1.5.11.

However, Department Procurement Committee, reserves the right to accept full/part or reject the offers.

1.21 **PROCUREMENT COMMITTEE’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

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

1.21.2 The Department Procurement Committee reserves the right to reject any or all bids, or any part thereof without assessing any reasons. The 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.

1.21.3 The Department Procurement Committee also reserves the right to split and award the contract depending on the bid prices and technical compliance of tyres offered.

1.22 **AWARDING CRITERIA**

The Department Procurement Committee, 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.

1.23 **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/her, soon after the receipt of the

Procurement Committee decision. Any change of the mailing address of the bidder should be promptly notified to,

The Chairman
Department Procurement Committee
C/o Procurement Manager
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

- 2.1.1** The successful bidder, on being notified by CPSTL of the acceptance of his/her bid, shall furnish at his/her own expense a performance security, in the form of bank draft or bank guarantee, within fourteen (14) days of such notification, which is issued by, 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 sum **equivalent to 10% of the total contract value (inclusive taxes) of the accepted bid**. In case of a bank guarantee, the performance security shall be furnished without a substantial departure to the format given in Annexure “C”.
- 2.1.2** If the successful bidder fails to furnish the performance security as aforesaid, his/her 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 bidder.
- 2.1.3** The successful bidder, in the event of his/her 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.
- 2.1.4** 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 valid for a period Twelve (12) months from date of the confirmation of award**.

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 “D”.

2.3 DELIVERY SCHEDULE

Delivery should be made in **four (04) Installments. 50 Nos. Tyres each.**

(First installment should be delivered within one week after receipt of the purchase order and balance **three (03) installments should be delivered within first week of every two months period.**

2.4 MODE OF PAYMENT

Full payment of the total invoice value shall be paid in Sri Lanka Rupees within 30 days at the each and every delivery specified in the tender subject to 5% retention money withheld for warranty claim for a period of 03 months from the date of each delivery.

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

2.5 PENALTY AGAINST TYRE PERFORMANCE

CPSTL will monitor the performance of new tyres delivered by the successful contractor and shall comply the minimum warranty of 40,000 km except due to vehicle defect. Tyre/s damaged due to vehicle defect may not be considered for claiming warranty.

In the event, if the contractor fails to satisfy the above condition a penalty is applicable as follows;

$$\text{Penalty Fee Charged} = (1 - A/M) \times C$$

A – Actual KM at Failure

M – Minimum Warranty KM

C – Cost per new tyre

The above penalties shall be recovered from the final payment.

2.6 CONTRACT NOT TO BE SUBLET

The successful bidder shall not assign or sublet without the written authority of the Chairman/ Department Procurement Committee; 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.

2.7 DEFAULTS BY SUCCESSFUL BIDDER

2.7.1 If for any reason, in the opinion of CPSTL, the successful bidder becomes incapable or unable to Supply items offered in his/her bid, CPSTL shall have the right to obtain such items from other sources without being liable in any manner whatsoever, to the successful bidder.

2.7.2 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 tyres according to the specifications, he/she shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach.

2.7.3 If the successful Bidder, fails to deliver the tyres as specified within delivery period his Performance Security will be forfeited.

2.8 SUPPLIER'S STANDARD CONDITIONS OF SALE

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

2.9 FORCE MAJEURE

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

2.10 TERMINATION

CPSTL reserves the right to terminate the contract for supply of tyres with one (01) calendar months' prior notice. In the event of such termination, CPSTL reserves right to obtain the required service from other party selected at the discretion of CPSTL.

2.11 GOVERNING LAW & JURISDICTION

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

2.12 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

C/o Procurement Manager

Procurement Function

01st Floor, New Building

Ceylon Petroleum Storage Terminals Limited, Oil Installation

Kolonnawa, Wellampitiya.

SCHEDULE OF PRICES

ITEM DESCRIPTION	QTY	UNIT PRICE (LKR)	TOTAL VALUE (LKR) Exclusive Taxes
New Tyres 295/80R22.5 16 PR)	200 Nos.		

Total Price exclusive Taxes :

Total Price Exclusive VAT :

VAT (If applicable)% :

Total Price Inclusive VAT :

Total Price Inclusive VAT (in words) :

If VAT applicable, Please indicate VAT Registration No

.....

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

Validity period of the bid : (Minimum Period as per ITB 1.7)

Delivery period (schedule) : (As per COC 2.3)

Brand Name :

Country of Manufacture :

2021 Global Tyre Company Rank :

Warranty in KM :

Details of the Manufacturer (*In the event that the bidder is not 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 :.....*(in order to communicate further)*

Signature of the Bidder: Date:..... ***Company Seal (Rubber Stamp)***

FORM OF BID

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

Dear Sir,

BID FOR THE SUPPLY OF 200 NOS. NEW TYRES OF SIZE 295/80 R22.5 16 PR

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the Supply of 200Nos. New Tyres of size 295/80R 22.5 16PR 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 requirements discussed in the bidding document.
- A-5** I/We agree to abide by this bid until 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 within months from the date of 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 offer the total price of *[insert total LKR price in figures]*
.....*[insert total LKR price in words]*
for the Supply of 200 Nos. New Tyres of size 295/80R22.5 16PR. 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”.

A-11 I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Procurement Committee, Ceylon Petroleum Storage Terminals Limited.

Dated this day of

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 the bid for and on behalf of *[insert the name of the authorizing entity]*.....

Address*[insert the address of the authorizing entity]*:

.....
.....

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]

.....*[insert (by issuing agency) issuing agency’s name and address of issuing branch or office]*

Beneficiary:*[insert (by issuing agency) name and address of Employer/Purchaser]*

Date:*[insert (by issuing agency) date]*

BID GUARANTEE NO: *[insert (by issuing agency) number]*

We have been informed that*[insert (by issuing agency) 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 execution/ supply *[select appropriately]* of *[insert (by issuing agency) name of Contract]* under Invitation For Bids No. *[insert (by issuing agency) IFB number]* (“the IFB”)

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) 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) amount in figures]**[insert (by issuing agency) 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 IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/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 ITB.

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 (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to[insert (by issuing agency) date]

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

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

FORMAT OF PERFORMANCE GUARANTEE

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

.....*[insert (by issuing agency) issuing agency’s name and address of issuing branch or office]*

Beneficiary:.....*[insert (by issuing agency) name and address of Employer/Purchaser]*

Date:*[insert (by issuing agency) date]*

PERFORMANCE GUARANTEE NO: *[insert (by issuing agency) number]*

We have been informed that*[insert (by issuing agency) name of Contractor/Supplier]* (hereinafter called “the Contractor”) has entered into Contract No.*[insert (by issuing agency) reference number of the contract]* dated.....*[insert (by issuing agency) date of the contract]*with you, for the Construction/Supply*[select appropriately]* of*[insert (by issuing agency) name of contract and brief description of Works]* (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 Contractor, we *[insert (by issuing agency) name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*[insert (by issuing agency) amount in figures]* (.....) *[insert (by issuing agency) amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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, ... *[Insert (by issuing agency) date, Twelve (12) months from date of the confirmation of award]* and any demand for payment under it must be received by us at this office on or before that date.

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

FORM OF CONTRACT AGREEMENT

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND *[INSERT COMPLETE NAME OF THE SUPPLIER]* FOR THE PURCHASE OF 200 NOS. NEW TYRES OF SIZE 295/80R22.5 16PR PUBLIC TENDER: KPR/ 52 /2022

This contract agreement is made and entered into this ... day of between the Ceylon Petroleum Storage Terminals Limited incorporated under the provisions of the conversion of public corporation or Government owned business undertaking into public companies Act No.23 of 1987 and Companies Act No.07 of 2007, having its registered office at Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka (hereinafter called and referred to as the “CPSTL” which terms of expression as herein used shall where this context so requires and admits mean & include 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 **200 Nos .New Tyers 295/80R22.5 16PR** Public Tender: **KPR/52 /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 Contract Price in words and figures, expressed in the Contract currency(ies)]* (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 Supply hereinafter referred to.
2. The following documents shall constitute the contract between CPSTL and the Supplier, and each shall be read and construed as an integral part of the Contract.
 - This Contract Agreement
 - Contract Data
 - Conditions of Contract
 - The Technical Specifications
 - The Supplier's Bid and original Price Schedule
 - Letter of Acceptance dated *[insert the date of the letter of acceptance]*
 - The completed schedules of the bid
 - The Supplier’s proposals

3. This contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by 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.
5. CPSTL hereby covenants to pay the Supplier in consideration of the provision of the Contract and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. 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 agent]*.
7. 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.

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

Company Seal (Rubber Stamp)

Company Seal (Rubber Stamp)

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 200 Nos. New Tyres of size 295/80R22.5 16PR– Public Tender: KPR/ 52 /

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 terms & conditions as mentioned in the bidding document for the Supply of 200Nos. New Tyres of size 295/80R22.516PR– Public Tender: KPR/52/2022

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.	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.6 and Schedule “A”, submitted		
02.	Period of Validity of Bid as per ITB clause 1.7		
03.	Bid Security as per ITB clause 1.8		
04.	Duly filled, stamped & signed Form of Bid as per Annexure "A", submitted		
05.	Manufacturer's of Authorization as per ITB clause 1.15		
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 Delivery Schedule as per COC clause 2.3, in case of award		
09.	Compliance with Mode of Payment as per COC clause 2.4, in case of award		
10.	Compliance with other clauses of COC		
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, submitted		
13.	Certificate from the manufacturer confirming that the tyres offered are [performing a minimum of 40,000 km, as per ITB clause 1.5.5, submitted by a covering letter		
14.	Certificate from the manufacturer confirming that a valid latest test certificate will be submitted along with the tyres, as per ITB clause 1.5.9, submitted by a covering letter		
15.	The warranty period offered & warranty conditions, submitted by a covering letter		
16.	Signature Authorization letter, as per ITB clause 1.5.19		
17.	All other documentary requirements/details as requested under clause 1.5 of ITB and under this bidding document submitted		

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