



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

REFINERY DIVISION

PUBLIC TENDER 4170T

BIDDING DOCUMENT

***SUPPLY, INSTALLATION &
COMMISSIONING OF
INDUCTIVELY COUPLED PLASMA
OPTICAL EMISSION SPECTROMETER***

INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT &
TECHNICAL SPECIFICATIONS

**CHAIRMAN - DSPC
CEYLON PETROLEUM CORPORATION
REFINERY DIVISION
MATERIALS DEPARTMENT
SAPUGASKANDA
KELANIYA , SRI LANKA**

**Fax : 0094-11-2400434 / 5528919 / 2400436
E-Mail : refmaterials@slt.net.lk**

C O N T E N T S

1. INSTRUCTIONS TO BIDDERS

- 1.1 Introduction
- 1.2 Issue of Bidding Document
- 1.3 Documents & Details to accompany Bid
- 1.4 Submission of Bids
- 1.5 Sealing, Marking, Closing & Receipt of Bids
- 1.6 Minimum Validity Period of bids.
- 1.7 Clarifications
- 1.8 Opening of Bids
- 1.9 Late Bids
- 1.10 Letter of Authorization
- 1.11 Business Registration & Public Contract Registration
- 1.12 Bid-Securing Declaration
- 1.13 Schedule of Prices
- 1.14 Correction of Errors
- 1.15 Evaluation of bids
- 1.16 Power to Accept or Reject Bids
- 1.17 Notice of Acceptance

2. CONDITIONS OF CONTRACT

- 2.1 Bidders Standard Conditions of Sales
- 2.2 Mode of Payment
- 2.3 Shipment and Delivery
- 2.4 Default by Successful Bidder
- 2.5 Assurance on Delivery
- 2.6 Packing
- 2.7 Credit or Aid Lines
- 2.8 Local Taxes / Customs Levies
- 2.9 Force Majeure
- 2.10 Arbitration / Applicable Law
- 2.11 Warranty

3. SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS & OTHER CONDITIONS

4. ANNEXURES

- (A) Format of Bid-Securing Declaration
- (B) Schedule of Prices
- (C) Format of Manufacturer's Authorization
- (D) Abbreviations
- (E) Form of Compliance/ Deviation Sheet

01. INSTRUCTIONS TO BIDDERS (ITB)

1.1. INTRODUCTION

The Chairman, Departmental Standing Procurement Committee, on behalf of the Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, 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, Installation & Commissioning of **Inductively Coupled Plasma Optical Emission Spectrometer** conforming to the Terms & Technical Specifications indicated in Section 3 and Terms & Conditions given under this Bidding Document.

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

1.2. ISSUE OF BIDDING DOCUMENTS

Bidding Documents can be obtained up to on 07-July-2017. Any Bidder calling for Bidding Documents, shall pay a non-refundable Bidding Document fee of Rs. 3,500/= and refundable deposit of Rs. 20,000/= per set to the Cashier, CPC Head office, No. 609, Dr. Danister de Silva Mawatha, Colombo – 09.

Deposits of the unsuccessful Bidders will be refunded only after the tender was awarded to the successful Bidder & the successful bidder's deposit will be released after completion of the order.

1.3. DOCUMENTS & DETAILS TO ACCOMPANY BID

All Bids shall contain adequate particulars in respect of the items offered.

Failure to furnish the following documents and details along with the Bid will result in the bid being rejected.

01. Name & the profile of the Manufacturer and Country of origin
02. Bid-Securing Declaration
03. Manufacturer's Authorization Letter as per **Annex 'C'** including the certification that the goods offered are in good condition & conforming to the specifications
04. Letter/s of Authorization – Vide Clause 1.10
05. Schedule of Prices – **Annex 'B'** duly completed and signed.
06. A copy of the receipt obtained for payment of Rs. 23,500.00. (Not relevant for foreign registered suppliers invited by CPC to bid directly*)
07. If offered in foreign currency, a pro-forma invoice from the foreign principal.
08. Copy of Business Registration & Public Contract Registration per Clause 1.11
09. Documentary proof for recent supplies made to customers in similar magnitude
10. Form of Compliance / Deviation Sheet – **Annex 'E'**. Any other deviation to be clearly indicated in Annex 'G' in an attachment.

All documents shall be in English Language.

Note:

* Manufacturers / Suppliers those who are interested in getting registered with CPC for supply of material / equipment needed for Petroleum Refining Industry may send their request along with company profile, user profile and their scope of supply to the Manager (Materials) to consider for registration for future supplies.

(Every Bidder will be required to initial and submit each page of the Bidding Document including drawings, relevant catalogues and other details along with the quotation)

1.4. SUBMISSION OF BIDS

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 Agent for more than one Principal Bidder should get each of his Principal Bidders he represents to tender on separate sets of Bidding Documents purchased from the Ceylon Petroleum Corporation for such purpose.

Note: Alternative Bids / Options

Multiple bids from same manufacturer can be submitted as separate bids.

1.5 SEALING, MARKING, CLOSING & RECEIPT OF BIDS

Bids shall be submitted in Duplicate as per annexed schedule of Prices. The original & duplicate copy of the Bid shall be placed in separate envelopes marked "ORIGINAL" & "DUPLICATE". Envelopes shall be enclosed in one securely sealed cover, which shall be marked "TENDER NO. 4170T FOR THE SUPPLY OF **INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION SPECTROMETER** – CLOSING DATE 12-JULY-2017" on the top left-hand corner & the Bidder's name & address on the bottom left-hand corner.

Bids sealed, enclosed, marked and addressed as aforesaid, shall be sent under Registered Cover to reach the Chairman, DSPC, C/O Secretary to the Refinery Manager, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka not later than 1430 hours on 12-July-2017. If, the Bidders choose not to send their Bids under Registered Cover, they could deposit such Bids in the Tender Box provided for this purpose at the Office of Refinery Manager, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

Important:

- ***E-mail offers are not entertained.***
- ***If a bidder decides to send the bid through fax at bidders own discretion, then only the Fax No. 0094-11-2400436 & 2400102 should be used.***
- ***Bids sent to any other fax number will not be entertained.***

However, only the clarifications data sheets, product literature & other communications can be made through email address refmaterials@sltnet.lk .

1.6. MINIMUM VALIDITY PERIOD OF BIDS

- (a) All bids shall necessarily be valid for acceptance for a minimum period of 77 days from the closing date of the Tender.

PUBLIC TENDER 4170T

- (b) All prices indicated in the schedule of prices shall be firm and shall not be subject to any price variation within the validity period of offer specified in (a) above.
- (c) In exceptional circumstances, prior to the expiration of the bid validity period, CPC may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security/deposit. A Bidder granting the request shall not be required or permitted to modify its bid.
- (d) On acceptance of the offer within the period of 77 days the validity of offer should be extended by another 14 days for purposes of opening Letter of Credit and other required documentation.

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

1.7. CLARIFICATIONS

1.7.1

- (a). Any other information or clarification required could be obtained from the under mentioned not later than 10 days before the closing date of tender given in clause No. 1.5

Manager (Materials),
Ceylon Petroleum Corporation,
Refinery Division, Sapugaskanda,
Kelaniya, Sri Lanka.

Fax : 0094 - 112400434 / 436 / 5528919

E-mail : refmaterials@sltnet.lk

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

1.7.2 – Amendments

CPC reserves the right to issue amendments to the Bidding document if and when deemed necessary, up to 10 days before the closing date of Tender given in Clause 1.5 and such amendments will be notified to all Bidders who have collected the Bidding documents.

1.8. OPENING OF BIDS

Bids will be closed at 1430 hours on 12-July-2017 & will be opened immediately thereafter at the Refinery Conference Room.

Bidder/s or their duly authorized representative/s may be present at the opening of bids. The officer who opens the Bids will read out the total price, as indicated in the schedule of prices/ Pro-forma to those who are present. Technical Data, Specifications or similar particulars will not be divulged.

1.9 LATE BIDS

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

1.10 LETTER OF AUTHORIZATION

- (a) Offers from agents representing Principals abroad, will not be considered unless they hold the Letter Of Authorization from the Principals empowering the agents to offer on their behalf, to enter into a valid agreement on behalf of the Principals to fulfill all the terms and conditions of the contract, in the event of the bid being awarded.
- (b) The agent signing the Bidding Document on behalf of the Principal shall state the Principal's name, address, telephone and fax numbers & e-mail if any.
- (c) Nomination of Agents after the Bid has been submitted will not be valid.
- (d) In the event that the Principal is not the Manufacturer, the Principal should furnish documentary proof of his arrangements with the Manufacturer.
- (e) Principal means the seller with whom CPC enters into an agreement as per the tender. In case of an order, L/C is opened & purchase order is placed with the principal.

1.11 BUSINESS REGISTRATION & PUBLIC CONTRACT REGISTRATION

- A) Local Agents in Sri Lanka, submitting the Bid should register with the Registrar of Companies and shall produce a copy of the valid Certificate (legally attested copy) of Registration issued by the Registrar of Companies together with the offer & a copy of the respective company registration of principal bidders also shall be forwarded along with the bid.
- B) 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 and such public contract as per Public Contracts Act, No 3 of 1987 for every public contract exceeding five million rupees (SLR) & a copy of the valid Certificate of registration issued by the Registrar of Public Contracts shall be forwarded for collection of bidding documents. All bidders should submit the registration certificate along with the bid.

Where any person is an agent, sub-agent, representative or nominee for or on behalf of a bidder / principal supplier he 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 / Email: registrar@drc.gov.lk .(Contact details may vary from actuals & CPC does not take any responsibility in this regard)]

1.12 BID-SECURING DECLARATION

Bidders should declare that they have read the Conditions and that they make the offer in compliance with and subject to all the Conditions thereof and agree to execute the contract / perform the services in accordance with the said Conditions in the manner therein set out. A Form of Bid-Securing Declaration-Annex 'A' is attached.

PUBLIC TENDER 4170T

- a. **If offered in C&F basis – The Local Agent, the Foreign Principal & the Manufacturer shall be suspended in case of failure / default as per Bid-Securing Declaration – Annex “A”.**
- b. **If offered in Delivered-at-Site basis – The Local bidder shall be suspended in case of failure / default as per Bid-Securing Declaration – Annex “A”.**

Failure to submit the Bid-Securing Declaration 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.

1.13. SCHEDULE OF PRICES

- (a) Bids shall be in the form of a Pro-forma Invoice in two (02) copies indicating Country of Origin, Port of Shipment, H.S. Code, Terms of Payment and Delivery Period. Rates quoted shall be computed on the basis of C&F Colombo, showing FOB Value and freight charges separately. Bidders are also required to duly sign and return the Schedule of prices, marked **Annex “B”** indicating their offers in detail together with the Pro-forma Invoice.
- (b) Prospective Bidders are requested to submit their bids in any internationally accepted currency.
- (c) All agents’ Commission & installation charges (if any) shall be disclosed in Sri Lankan Rupees in the appropriate row of the schedule of prices.
- (d) Bids not on the prescribed form and not in the manner required will be rejected.
- (e) Bidders shall provide in the prescribed form of schedule of price- marked Annex “B”, the name and address of his agents, if any, in Sri Lanka.
- (f) The principal bidder (the receiver of payment) should essentially be signed the Schedule of Prices.

1.14. CORRECTION OF ERRORS

- (a) Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity.
 - 1. The unit rate as quoted will govern
 - 2. Unless in the opinion of the Procurement Committee/TEC there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- (c) The amount stated in the Bidding Document adjusted in accordance with the above procedure with the concurrence of the bidder shall be considered as binding upon the Tender. If the bidder does not accept the corrected amount of bid, his bid will be rejected.

- (d) If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited or its bid securing declaration executed.

1.15. EVALUATION OF BIDS

All offers received will be examined to determine the eligibility of bidder's 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.

Annex 'B' shall be completed in full. Bids for part supply of items will be rejected.

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

Offers will be evaluated on total cost basis including Local Agency Commission (if any).

However, CPC reserves the right to evaluate bids with freight obtained from Ceylon Shipping Corporation and place orders either on C&F basis or FOB basis and to arrange freight through Ceylon Shipping Corporation or any other freight forwarder.

The price quoted in foreign currency will be converted to Sri Lanka Rupees at the selling exchange rate determined by the Central Bank of Sri Lanka prevailing on the date of opening of Bids.

1.16 POWER TO ACCEPT OR REJECT BIDS

- (a) The Departmental Standing Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- (b) The Departmental Standing Procurement Committee reserves the right to reject any or all Bids, or any part thereof, without adducing any reasons.

1.17. NOTICE OF ACCEPTANCE

Acceptance of 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 DSPC decision. Any change of address of the bidder should be promptly notified to the Manager (Materials), Ceylon Petroleum Corporation, Materials Department, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

02. CONDITIONS OF CONTRACT (COC)

2.1. BIDDER'S STANDARD CONDITIONS OF SALE

Bidder's standard conditions of sale, usually printed on the reverse side of the Performa Invoice or in a separate format will not be accepted. The Conditions of this tender will prevail.

2.2. MODE OF PAYMENT

2.2.1 Mode of payment will be by 100% an irrevocable Non-transferable Letter of Credit. The following information is very essential for CPC to obtain the necessary Import Licence and for establishment of Letter of Credit without delay. Hence you are kindly requested to incorporate same in your Proforma Invoice.

- 2.2.1.1 Pro-forma Invoice Number, Date, Supplier's Address & Contact details such as Fax No, E-mail & Tel. Number.
- 2.2.1.2 Country of Origin of the goods.
- 2.2.1.3 Country of Shipment of goods.
- 2.2.1.4 The Harmonized System (HS) Number or Numbers for each item of goods.
- 2.2.1.5 State mode of shipment i.e. whether by Airfreight or Sea freight
- 2.2.1.6 Name and address of the bank for negotiation of L/C.

2.2.2 Agency Commission will be paid after receipt of goods at CPC warehouse and on satisfactory completion of the order. In the "Schedule of Prices", the Bidder shall indicate the Agent's Commission in Sri Lankan Rupees & the local agency commission will be paid only in Sri Lankan Rupees.

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

2.3. SHIPMENT AND DELIVERY

- (a) Immediately after the consignment is shipped, the supplier shall send to Ceylon Petroleum Corporation, an Email / Fax stating the name of the Vessel with quantities shipped. Also, within 03 days from the date of the Bill of Lading, 04 copies of each of the following shipping documents shall be sent by courier, addressed to the Manager (Materials), Ceylon Petroleum Corporation, Refinery Division, Materials Department, Sapugaskanda, Kelaniya, Sri Lanka.
- (b)
 - i) Clean on Board, freight prepaid / freight to pay (as per award) Bills of Lading in favour of Sri Lankan Bank nominated by CPC, showing destination as Colombo and notifying party as Ceylon Petroleum Corporation.
 - ii) Manually signed invoices in quadruplicate, showing FOB, Local Agent's Commission if any, freight and C&F Colombo
 - iii) Packing List in quadruplicate.

PUBLIC TENDER 4170T

- iv) Certificate of Manufacturer stating that the items shipped were manufactured by them and indicating Country of Origin.
- v) Certificate of Quality in detail, issued by a recognized Institute (such as ISO) accredited by the Government of the Country of Origin to issue such Certificates.

2.4. DEFAULT BY SUCCESSFUL BIDDER

- (a) If for any reason in the opinion of the Ceylon Petroleum Corporation, the successful Bidder becomes incapable or unable to supply, Install & Commission the **Inductively Coupled Plasma Optical Emission Spectrometer** offered in his Bid within the specified delivery period, the Ceylon Petroleum Corporation shall have the right to obtain the goods from other sources without being liable in any manner, whatsoever, to the successful Bidder.
- (b) If the successful Bidder defaults in the supply or otherwise commits a breach of any of the provisions in the Contract with the Ceylon Petroleum Corporation for the supply, Installation & Commissioning of **Inductively Coupled Plasma Optical Emission Spectrometer** conforming with the Specifications, he shall be liable to pay to the Ceylon Petroleum Corporation, all losses, damages and expenses incurred by the Ceylon Petroleum Corporation in consequence of such default of breach.

2.5. ASSURANCE ON DELIVERY

The successful Bidder will be called upon to supply to the Ceylon Petroleum Corporation the **Inductively Coupled Plasma Optical Emission Spectrometer** conforming to specifications and strictly abide by the agreed delivery dates, which should be within **60** days from the date of establishment of the Letter of Credit. (Shorter delivery periods are most welcome). However, Bidders shall indicate the period within which the item could be dispatched from the date of confirmation of the Order.

2.6 PACKING

Packing should be airworthy and suitable to protect the goods from adverse weather conditions and shocks during the voyage handling & storage.

2.7. CREDIT OR AID LINES

If the items offered could be supplied under any Credit or Aid Line available between the Supplier's Country and the Government of the Democratic Socialist Republic of Sri Lanka, such arrangements shall be indicated in the Bid.

2.8. LOCAL TAXES/CUSTOMS LEVIES

Cost of Insurance, Customs Duty at the Port of Colombo and other levies will be paid by the CPC, and should not be included in the bid price.

2.9. FORCE MAJEURE

Except as regards an act of God, war, strike, invasion, Civil War, rebellion, Tsunami, revolution, insurrection, military power, earth-quake, plagues, the Bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals or connected with the supply.

2.10. ARBITRATION/ APPLICABLE LAW

- 2.10.1 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.
- 2.10.2 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.
- 2.10.3 The law applicable to this procurement / contract is Sri Lankan Law.

2.11. WARRANTY

- 2.11.1 Supplier should give a manufacturer's warranty for all the equipment Supplied by him for a minimum period of 12 months from the date of commissioning. Warranty Conditions shall be clearly indicated in the quotation.
- 2.11.2 Any defect found during this warranty period should be attended to by the supplier at his own cost (labour & spare parts), and any defective parts should be replaced with new parts free of charge.
- 2.11.3 All equipment offered should be brand new and proven system and no Prototype systems should be offered.
- 2.11.4 All material offered should have a minimum of 14 months shelf life (if relevant) from the date of shipment.

3. SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS & OTHER CONDITIONS

Item to be Supplied:

Item Qty. Unit Description
No.

01. 01 No. Inductively Coupled Plasma Optical Emission Spectrometer
As per following specification & General Conditions

SPECIFICATIONS

1. Equipment shall be a fully computer controlled bench top true simultaneous multi-element Inductively Coupled Plasma Optical Emission Spectrometer conforming to standard methods IP 501, ASTM D 5184, ASTM D 5185, ASTM D 7111 and UOP 389.
2. Country of origin of the Equipment shall be USA, Japan, UK or other member states of the European Union. Manufacturing and assembly of the total unit should be in the country of origin.
3. Solid state RF Generator
 - 3.1 Frequency 40 MHz or better
 - 3.2 Power, 750 – 1500 W.
 - 3.3 The instrument must be able to determine all elements in one analytical method.
 - 3.4 The instrument should have efficient hardware facility or technology to eliminate the cool end of the plasma to help minimize self-absorption and physical interference.
4. Plasma Configuration
 - 4.1 Viewing of plasma must be computer controlled.
 - 4.2 Dual Plasma viewing should be capable of viewing axial, radial as well as axial and radial in the same run for maximum flexibility.
5. Optical System
 - 5.1 Spectrometer Spectral range must be 180 – 800 nm or better.
 - 5.2 Instrument must have Echelle Polychromator.
6. Gas Control
 - 6.1 Computer controlled Plasma gas control should be 0 - 10 L/min or better.
 - 6.2 Computer controlled Auxiliary gas flow should be with 4 flows (0 – 1.5 L/min or better)
7. Nebulizer.
 - 7.1 Shall be a Gem Cone nebulizer.
 - 7.2 Nebulizer gas should be mass flow controlled, 0 – 1.5 L/ min in 0.02 L/min or better increment.
8. Sample introduction should be through peristaltic pump having at least 3 channels with variable speed of 0.5 – 7.0 mL/min in 0.1 mL/min increments.
9. Detection shall be by CCD Array Detector or PM tube.

10. Instrument Software.

10.1 The instrument software shall be windows based and it should provide full control of all instrument functions including plasma ignition, gas flows, viewing position, and monitoring of safety interlocks.

10.2 Software shall have comprehensive wavelength library (at least 25000 wavelengths) with indication of preferred line for each element. It should be capable of automatically identifying the possible spectral interferences when selecting wavelengths for analysis and should have search mode for identification of unknown wavelengths.

11. Following accessories and consumables shall be quoted and the prices shall be indicated separately.

11.1 Sampling Kits for aqueous & organic samples.

11.2 Suitable fume cupboard covering entire spectrometer with exhaust system including fan, motor and ducting.

11.3 External Water Chiller/ re – circulator.

11.4 10kVA UPS for ICP – OES system.

11.5 Branded PC with laser printer and 19 inch monitor.

11.6 Argon gas cylinders, necessary regulators with tubing and change over system for minimum 4 of Ar gas cylinders.

11.7 Consumables for 2 years operation, including aqueous and organic calibration standards of 1000ppm concentration 250ml of Al, Si, Na, K, Pb V, Ni, Fe, Ca, Zn, Cd, As, Sb, Cr, Mn, Cu, Pt, Re, Sn and P and 500ml of multi-element standard.

11.8 Tuning solution.

11.9 Auto sampler

11.10 Gas Purification kit

12. Offered equipment shall be suitable for available power supply of 230V \pm 10%, 50Hz, 1ph

GENERAL CONDITIONS

(a) Product literature/ catalogues to be sent along with the offer.

(b) Operating manual and service manual should be provided in duplicate in English Language. Service Manuals should include all maintenance procedures, all relevant documents and spare parts list to carry out maintenance in house.

(c) Warranty certificate is required for minimum of two years from the date of commissioning.

(d) Spare parts for two years of operating and maintenance to be quoted separately.

(e) Equipment shall be presently in use and not be prototype and spares shall be made available for minimum period of five years.

(f) Equipment shall possess full equipped workshop facility in Sri Lanka to provide warranty & after sells services and this is a mandatory requirement to be full filled by every bidder. The bidder shall forward details of such facility such as test & measuring equipment, calibration & training records from OEM.

(g) Installation and commissioning of the equipment should be done by the supplier and the cost should be indicated in the offer. A comprehensive on-site training shall be given to the Laboratory staff.

Bid-Securing Declaration

Date:

Name of contract: ***Purchase of Inductively Coupled Plasma Optical Emission Spectrometer***

Invitation for Bid No.: ***Public Tender 4170T***

To: ***The Chairman, DSPC
Ceylon Petroleum Corporation, Refinery Division,
Sapugaskanda, Kelaniya, Sri Lanka***

We, the undersigned, declare that:

1. We understand that, according to Instructions to Bidders (hereinafter “ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have been invited by Ceylon Petroleum Corporation, for the period of time of two years starting on the latest date set for closing of bids of this bid, if we:
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the ITB of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are 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; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a joint venture (JV), the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the Letter of Intent.

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

In the Capacity of [insert title]

Name [insert printed or typed name]

Duly authorized to sign the bid for and on behalf of [insert authorizing entity]
..... Dated on

.....
Company Stamp

SCHEDULE OF PRICES - SUPPLY OF INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION SPECTROMETER

<i>Item No.</i>	<i>Qty. Rqd</i>	<i>Unit</i>	<i>Description</i>	<i>FOB Price (Currency.....)</i>
01.	01	No.	<i>Inductively Coupled Plasma Optical Emission Spectrometer</i>	

		<i>Amount (Currency</i>)
<i>Less Discount, if any</i>		
<i>Total FOB – Excluding Local Agency Commission (if any)</i>		
<i>Freight charges</i>		
<i>Insurance Charges</i>		
<i>Total CIF cost</i>	<i>In numerical</i>	
	<i>In words</i>	

<i>Cost of Spares for 2 year operation</i>	
<i>Cost of Installation and Commissioning</i>	
<i>Cost of On-Site Training</i>	

		<i>Without Taxes</i>	<i>With VAT, NBT – if applicable</i>
<i>Local Agency Commission, if any - Rs.</i>	<i>In numerical</i>		
	<i>In words</i>		

Offer Validity

Name of Manufacturer

Country of Origin

Port of Shipment

Delivery Period

Name of Principal Bidder per clause 1.10.e

Name & Address of Local Agent, if any

.....
Date
Signature of Bidder (Principal Supplier)
.....
Company Stamp

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.]

Tender No.:

To: Chairman – Department Procurement Committee

WHEREAS

We*[insert complete name of Manufacturer]*,
who are official manufacturers of*[insert type of goods manufactured]*,
having factories at
.....*[insert full address of Manufacturer’s factories]*,
do hereby authorize*[insert complete name of Bidder]* to submit a bid the purpose of which is to provide all 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 all goods offered are manufactured by us & are in good condition & conforming to the specifications exactly as mentioned in **Scope of Supply, Technical Specifications & Other Conditions**. (Any deviation to be clearly indicated below)

.....
Signature of authorized representative of the Manufacturer

Company Address:

.....

Company Stamp

Title:

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

Date :

ABBREVIATIONS

DPC	-	Department Procurement Committee
CPC	-	Ceylon Petroleum Corporation
ASTM	-	American Standards of Testing Material
FOB	-	Free on Board
C&F	-	Cost and Freight
CIF	-	Cost, Insurance & Freight
L/C	-	Letter of Credit
ICLP	-	Institute for the Development of Commercial Law & Practice
PAL	-	Port and Airport Development Levy
VAT	-	Value Added Tax
NBT	-	Nation Building Tax
SRL	-	Social Responsibility Levy

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.

	Specification / Condition	Complied	Deviations if any
1.	Document Fee & Bid deposit Paid for each Principal Bidder		
2.	Bid-Securing Declaration per Clause No. 1.12 Given		
3.	FOB, Freight, Taxes (separately) Given		
4.	Offer Validity - 77 Days		
5.	Schedule of Prices (Annex "B") Duly Filled Stamped, Signed & Forwarded		
6.	Spare parts list with part numbers & their prices submitted		
7.	Agreed with Payment Terms & Other Requirements		
8.	Agreed with Shipment & Delivery conditions per Clause No. 2.4		
9.	Letter of Authorization/s per Clause No. 1.10		
10.	Format of Manufacturer's Authorization per Annex 'C'		
11.	Specifications & Other Conditions as Section 3		
12.	Agreed with Delivery Period per Clause No 2.5		
13.	Agreed with Freight arrangement through Ceylon Shipping Corporation or any other freight forwarder		
14.	Literature / Catalogues & Other Technical Data Given		
15.	Name of the Manufacturer given		
16.	Country of Origin, Port of Shipment & the HS Code/s Given		
17.	Name & Address of Local Agent (if any) & Agency Commission Given		
18.	If Relevant, VAT Registration No. Given		
19.	Deviations from Specifications, terms & conditions, if any, indicated		
20.	Spare parts for two years of operating and maintenance to be quoted separately		
21.	Documentary proof for recent supplies made to customers in similar magnitude Given		
22.	Copy of Business registration & Public Contract registration per Clause 1.11		
23.	Other Deviation, if any		

.....
Company Stamp

.....
Signature of the Bidder

INVITATION FOR BIDS

CEYLON PETROLEUM CORPORATION
(REFINERY DIVISION)

PUBLIC TENDER 4170T

SUPPLY, INSTALLATION & COMMISSIONING OF
INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION
SPECTROMETER

The Chairman, Department Procurement Committee, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka will receive sealed Bids from reputed manufacturers, their authorized export agents abroad or their authorized local agents (Manufacturer's or Export Agent's) for the Supply, Installation & Commissioning of Inductively Coupled Plasma Optical Emission Spectrometer.

Any Bidder submitting a bid, shall pay a refundable deposit of Rs. 20,000.00 and a nonrefundable document fee of Rs. 3,500.00 to the cashier, CPC Head Office, No. 609, Dr. Danister de Silva Mawatha, Colombo - 09 before 1500 hours on any working day up to 07-July-2017.

Bidding document, which comprises the conditions of the Tender and the specification is available on website www.ceypetco.gov.lk .

Alternatively, Bidding documents could also be obtained from the under mentioned.

Bids will be received by the Chairman, Department Procurement Committee until 1430 hours on 12-July-2017 and will be opened immediately thereafter at the Refinery Conference Room.

MANAGER (MATERIALS)
CEYLON PETROLEUM CORPORATION
REFINERY DIVISION,
SAPUGASKANDA, KELANIYA,
SRI LANKA.

Tel.: 0094-11-2400110

Email: ref.materials@ceypetco.gov.lk

මිළ ගණන් කැඳවීමයි

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව (පිරිපහදු කාර්යාංශය)

ප්‍රසිද්ධ ටෙන්ඩර් - 4170T

ICP ප්‍රකාශ විමෝචන වර්ණාවලිමානයක් (INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION SPECTROMETER) සැපයීම, සවි කිරීම සහ ක්‍රියාත්මක කර බාර දීම

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව, පිරිපහදු කාර්යාංශය, සපුගස්කන්ද, කැලණිය, ශ්‍රී ලංකාව හි දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවෙහි සභාපති විසින් නියෝජ්‍යයන්ගෙන් හෝ විදේශයන්හි සිටින ඔවුන්ගේ බලය ලත් අපනයන කරුවන්ගෙන් හෝ ඔවුන් බලය පවරන ලද දේශීය නියෝජිතයන්ගෙන් හෝ මිළ ගණන් කැඳවීමේ පත්‍රයේ සඳහන් පිරිවිතර හා කොන්දේසි වලට සම්පූර්ණයෙන් අනුකූල වූ ICP ප්‍රකාශ විමෝචන වර්ණාවලිමානයක් වර්ණාවලිමානයක් සැපයීම, සවි කිරීම සහ ක්‍රියාත්මක කර බාර දීම සඳහා මුද්‍රා තබන ලද මිළ ගණන් කැඳවනු ලැබේ.

කිසියම් ලන්සු තබන්නෙකු, මිළ ගණන් ඉදිරිපත් කරන්නේ නම්, රු. 20,000.00 ආපසු ගෙවනු ලබන තැම්පතු මුදලක්ද අයදුම්පත් සඳහා ආපසු නොගෙවන රු. 3,500/- ක මුදලක්ද 2017-ජූලි-07 දින 1500 වන පැය දක්වා කාර්යාල දිනවලදී අංක 609, වෛද්‍ය ඩැනිස්ටර් ද සිල්වා මාවත, කොළඹ 09 ස්ථානයෙහි පිහිටි ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාවෙහි ප්‍රධාන කාර්යාලයෙහි මුදල් අයකැමිට මුදලින් කල යුතුය.

මිළ ගණන් කැඳවීමේ පත්‍රයේ කොන්දේසි සහ පිරිවිතර www.ceypetco.gov.lk යන වෙබ් අඩවියෙහි අන්තර්ගත වේ.

තවද ටෙන්ඩර් පත්‍ර පහත සඳහන් අයගෙන්ද ලබා ගත හැකිය.

මිළ ගණන්, දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවේ සභාපති විසින් 2017-ජූලි-12 දින 1430 පැය දක්වා බාරගන්නා අතර එම මොහොතේම පිරිපහදු සම්මන්ත්‍රණ ශාලාවේදී විවෘත කරනු ලැබේ.

ද්‍රව්‍ය කළමනාකාර
ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව
පිරිපහදු කාර්යාංශය,
සපුගස්කන්ද,
කැලණිය, ශ්‍රී ලංකාව

දු.ක. 011 2 400 110
වි.තැ. ref.materials@ceypetco.gov.lk