



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

REFINERY DIVISION

BIDDING DOCUMENT

FOR

DESIGN, SUPPLY, INSTALL, TEST AND COMMISSIONING OF 20 kVA ON-LINE INDUSTRIAL TYPE UPS SYSTEM

**INSTRUCTIONS TO BIDDERS, TENDER CONDITIONS &
TECHNICAL SPECIFICATIONS**

PUBLIC TENDER NO: 4289T

CHAIRMAN - DPC

CEYLON PETROLEUM CORPORATION

REFINERY DIVISION,

SAPUGASKANDA, KELANIYA, SRI LANKA

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INVITATION TO BIDS

MINISTRY OF HIGHWAY & ROAD DEVELOPMENT
& PETROLEUM RESOURCES DEVELOPMENT

CEYLON PETROLEUM CORPORATION

PUBLIC TENDER 4289T

**INVITATION TO BID FOR THE DESIGN SUPPLY INSTALL TEST AND
COMMISSIONING OF 20 kVA ON-LINE INDUSTRIAL TYPE
UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM for REFINERY
PROCESS CONTROL INSTRUMENTS**

Chairman, Departmental Procurement Committee (DPC), Ministry of Highway & Road development and Petroleum Resources Development on behalf of the Ceylon Petroleum Corporation (CPC) Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka, will receive sealed Bids from ISO 9001 certified, Internationally reputed UPS System suppliers for the

**DESIGN SUPPLY INSTALL TEST AND COMMISSIONING OF 20 kVA
ON-LINE INDUSTRIAL TYPE UPS SYSTEM WITH 100% REDUNDANCY
FOR REFINERY PROCESS CONTROL INSTRUMENTS**

as per Technical Specifications and annexed Schedules, complete in every respect.

Bidding Document, which comprises the conditions of the bid and the specifications, available on web sites www.ceypetco.gov.lk is only for reference.

Bidding Document shall be submitted using hard copy obtain from Manager (Materials), Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka from 0830 hours to 1500 hours up to **03/December/2019** upon a payment of non refundable bid deposit of Rs.3,500.00.

Bids will be received by the Chairman, Department Procurement Committee until 1430 hours on **18/December/2019** and will be opened thereafter on the same day at the same time at the Conference Room of Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

CHAIRMAN

DEPARTMENT PROCUREMENT COMMITTEE

CEYLON PETROLEUM CORPORATION,

REFINERY DIVISION, SAPUGASKANDA,

KELANIYA, SRI LANKA

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Abbreviations

API	American Petroleum Institute
BS	British Standards
COC	Conditions of Contract
CPC	Ceylon Petroleum Corporation
DCS	Distributed Control System
FAT	Factory Acceptance Test
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical & Electronic Engineers
IET	Institute of Engineering & Technology
ISO	International Standards Organization
ITB	Instructions to Bidders
KMPH	Kilometers per Hour
L/C	Letter of Credit
LCD	Liquid Crystal Display
DPC	Departmental Procurement Committee
MPI	Ministry of Petroleum Industries
NEC	National Electric Code
NFPA	National Fire Protection Association
PLC	Programmable Logic Controller
TEC	Technical Evaluation Committee
UPS	Uninterruptible Power Supply
VAT	Value Added Tax

01. INSTRUCTIONS TO BIDDERS (ITB)

1.1. INTRODUCTION

The Chairman, Departmental Procurement Committee,(DPC) on behalf of the Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, (hereinafter called CPC), will receive sealed Bids from ISO 9001 certified, Internationally reputed suppliers for 20 kVA on-line industrial type uninterruptible power supply (UPS) system with 100% redundancy or their authorized agents for the Design, Supply, Install, Test and commissioning of uninterruptible power supply (UPS) system for the refinery process control instruments complying the Instructions to Bidders, Conditions of the Contract, scope of supply, Technical Specifications, standards & other conditions given in this Bidding Document.

1.2. ISSUE OF BIDDING DOCUMENT & BASIS OF BID

1.2.1 Issue of bid document

The Bid Document shall be obtained from,

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

Tel: +94 11 2 400 427
2 400 110
Fax: +94 11 2 400 434
2 400 436

Bid document will be issued until **03/December/2019** at 1500 hrs. upon a payment of non-refundable bid deposit of Rs. 3,500/= . The method of payment will be by cash to CPC, Refinery Division, Sapugaskanda, Kelaniya. Photo copy of the Bid deposit receipt shall be enclosed with the offer.

The bid document published in the web **www.ceypetco.gov.lk** is only for reference and Bids shall be submitted using hard copy of Bid document purchased from CPC.

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 as per Public Contracts Act, No 3 of 1987 for every public contract exceeding LKR five million rupees. The certificate of registration (Form PCA 03) issued by the Registrar of public Contracts of Sri Lanka in terms of section II of the said Act shall be submitted 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 actual & CPC does not take any responsibility in this regard)

1.2.2 Basis of bid

Bidding document will consist of the following:

- Invitation to Bid
- Instructions to Bidders (ITB)
- Conditions of Contract (COC)
- Technical Specifications & Drawings
- Schedule of Prices
- Declaration of Bidder
- Format of Bid Security Guarantee
- Format of Performance Guarantee
- Format of advance payment Guarantee
- Form of Agreement
- Form of Compliance/Deviation
- Drawings and Diagrams

Bidders shall submit dully completed "Schedule B" -Form of Bid & "Schedule C" - Schedule of Prices, giving a lump sum fixed price for the complete job as per the terms of reference in this Bidding document with NBT, VAT and any other applicable taxes.

To facilitate evaluation & comparison of bids all prices quoted in foreign currency will be converted to Sri Lankan Rupees at the selling exchange rate of the Central Bank of Sri Lanka, prevailing on the date of opening of bids.

Additional services required by the bidder not covered by this Bid document shall be clearly stated for the consideration of DPC.

Exceptions to CPC's Bid document shall also be clearly stated by the bidder. If no exception is stated, DPC would assume that the bidder fully conforms to the conditions in this Bid document.

All alterations & deletions in the bid shall be initialed by the bidder.

Bidders are 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. PRE BID MEETING & SITE INSPECTION

All the bidders or their authorized representatives are required to attend the pre bid meeting and inspect the site of works and its surroundings and obtain all information that may be necessary for preparing of the bid and entering into the contract.

Pre Bid meeting will be held at 0930 hrs. on **04/December/2019** at the Conference Room of CPC Refinery.

Attendance to the pre-bid meeting by a technically competent authorized representative of the bidder (with a letter of authorization) will be a mandatory requirement.

All costs incurred in attending to this pre bid meeting will have to be borne by the bidders themselves. CPC reserves the right to change the pre bid meeting date due to any unforeseen reason and if changed, will be notified to the bidders who collected Bid Documents. For this purpose the Bidders shall inform the contact person and his telephone number when collecting the Bid Documents.

1.4. DOCUMENTS & DETAILS TO ACCOMPANY BID

All Bids shall contain adequate particulars in respect of the items offered. All documents literature shall be furnished in English language.

A) Failure to furnish the following documents and details along with the bid shall result in the bid being rejected.

1. Name of Manufacturer and Country of Manufacture.
2. Copy of Bid deposit receipt as per Clause 1.2.1.
3. Complete technical proposal.
4. Manufacturer's Guarantees.
5. Bid Security Guarantee as per Annexure 'A'.
6. Letter of Authorization from the manufacturer in the event that the bidder is not the manufacturer.
7. Authentication letter from the company authorizing the signatory for signing the tender on behalf of the company.
8. Name and address of the local agent (if applicable) and a copy of the valid Certificate of Registration of the local agent issued by the Registrar of Companies.
9. Copy of the registration certificate of Accredited Local Agent (if applicable) issued by Registrar of Public Contract in terms of the Public Contract Act No. 3 of 1987 on submission of Form PCA3.
10. Copy of ISO certificate.
11. Manufacturer's illustrated technical literature complete with detail Technical Specifications, Drawings, pertaining to the industrial type UPS System.
12. Project execution plan.
13. Schedule of Prices as per Annexure 'B' duly completed and signed.
14. Declaration of Bidder as per Annexure 'C' duly completed and signed.

15. Documentary proof of similar installations, at least 5 installations involving similar or higher capacity industrial cabinet type on line UPS systems with 100% redundancy completed within the recent 10 years.
16. Assurance of availability of spares for a minimum period of 10 years.
17. Compliance and/or Deviation sheets (Annexure 'G') duly filled & signed.
18. Certifications from the manufacturers that the all equipment & accessories supplied & installed are brand new items and of current manufacture.
19. Bidder's company profile, place of business, financial statements for past 3 years , number of years of experience and records of past experience during last 10 years in the design supply, install, test and commissioning of industrial cabinet type on line UPS systems with 100% redundancy.

B) In addition to the above, bidder shall submit following documents and details along with the bid.

1. Any proposed arrangements with others, either affiliates or associated companies.
2. Duly filled data sheets for all the equipment supplied.
3. Electricity and other utility requirement during installation.
4. List of recommended spare parts and their breakdown cost for 5 years of satisfactory operation.
5. Manufactures printed publish catalogues for major equipment in English language.
6. Details of Quality assurance Program and manufacturer's inspection testing facilities.
7. List of available testing equipment for commissioning.

1.5. SUBMISSION OF BIDS

Each Bidder shall submit only one Bid. If the Bidder wishes to submit more than one Bid or an alternate Bid, it shall be submitted as a separate Bid with a separate bid security guarantee.

Bid shall be for the complete Design, Supply Install, Test and Commissioning of 20kVA industrial cabinet type on line UPS system with 100% redundancy in accordance with this Invitation to Bid.

Bids in duplicate are to be furnished in English Language in three sections as follows:-

- (a) Section 1 – Complete technical proposal and preliminary design / specification data/drawings of the proposed UPS System.
- (b) Section 11 – Commercial proposal giving lump sum fixed price as per the price schedule attached (Annexure ‘B’) & terms and conditions of payment. In the itemized price, the local and foreign cost component should be clearly indicated (if applicable).

Further the bidder shall submit detailed cost breakdown of major components of the price schedule with item price for each component and services offered.

- (c) Section 111 – Literature /write-ups to supplement the technical proposal given in section 1. This shall include successful installation of similar UPS Systems undertaken by the bidder and client testimonials.

Every Bidder will be required to initial and submit each page of the Bidding Documents including drawings, relevant catalogues and other details along with the Bid.

If the Bid is being submitted directly by the Principals, they should be necessarily be represented in Sri Lanka by authorized agent whose name shall be indicated in the Bid. The local agent shall have the authorization from manufacturer to provide after sales services and shall maintain fully equipped workshop and well trained staff to carry out system troubleshooting and repairs.

The engagement of local agent with the bidder shall be more than 5 years as at the closing date of this tender and documentary proof of such engagement shall be submitted along with the bid.

1.6 SEALING, MARKING, CLOSING & RECEIPT OF BIDS

Bids shall be submitted in duplicate as per the conditions specified in the Bidding Document the original and duplicate copy of the Bid shall be placed in separate envelopes marked “**ORIGINAL**” and “**DUPLICATE**”. Both envelopes shall be enclosed in one securely sealed

cover which shall be marked “**TENDER NO. 4289T FOR THE DESIGN SUPPLY INSTALL TEST AND COMMISSIONING OF 20 kVA ON-LINE INDUSTRIAL TYPE UPS SYSTEM – CLOSING DATE 18/DECEMBER/2019**” on the top left-hand corner.

Bids sealed, enclosed, marked and addressed as aforesaid, shall be sent under Registered Cover or Courier not later than 1430 hours on **18/December/2019** to reach the,

**Chairman – Departmental Procurement Committee,
C/O Materials Manager,
Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda, Kelaniya.
Sri Lanka.
Fax No.0094-11-2400434/ 5528919/ 2400436**

If, the Bidders choose not to send their Bids under Registered Cover or Courier they may deposit such Bids in the Tender Box provided for this purpose at the Office of:

**Refinery Manager,
Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda, Kelaniya,
Sri Lanka.**

not later than 1430 hours on **18/December/2019**. 2

Important:

Bids forwarded via e-mail or faxes are not entertained.

1.7. MINIMUM VALIDITY PERIOD OF BIDS

- 1.7.1** All Bids shall necessarily be valid for acceptance for a minimum period of hundred & twenty one days (121) i.e up to **17/April/2020** from the closing date of the tender. Bidder should however, clearly indicate the maximum period that their Bid would be valid.
- 1.7.2** All prices indicated in the schedule of prices shall be firm and shall not be subjected to any price variation within the validity period of Bid specified in above.
- 1.7.3** In exceptional circumstance DPC may select the bidder’s consent for an extension of the period of the bid validity. The request will be made in writing. The bidder shall forward their response in writing and the bid security guarantee shall be extended accordingly. The bidder may refer the request without forfeiting the Bid

security guarantee. A bidder granting the extension requested, shall not be permitted to modify the bid.

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

1.8. AMENDMENTS/CLARIFICATIONS

- 1.8.1** DPC reserves the right to issue amendments to the Bid document as and when deemed necessary up to Ten (10) days prior to the closing of the Bid and such amendments will be notified to all Bidders who have collected the Bidding documents. For this purpose, Bidders shall inform the contact person and his telephone number when collecting the Bid Documents.
- 1.8.2** A prospective Bidder requiring any additional information or clarification of the Bidding document shall notify DPC in writing by hand or post or facsimile at the CPC's mailing address indicated in ITB clause 1.6 not later than fourteen (14) days prior to the deadline for submission of Bids prescribed by the DPC. Copies of the DPC's response will be sent to all prospective Bidders who have collected Bidding documents within seven (07) days of receipt of such clarification.
- 1.8.3** Where prospective bidder has not sought any such clarification, such bidder shall be deemed to have accepted the Bid document in full.
- 1.8.4** Bidders must acquaint themselves fully with the conditions of the site and Bid document. No plea of lack of information will be entertained at any time or stage of the proposal and implementation of the project.

1.9 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BIDS

- 1.9.1** The Bidder may modify or withdraw his Bid after submission, provided that written notice of the modification or withdrawal is received by the CPC prior to the deadline prescribed for Bid submission.
- 1.9.2** The Bidder's modifications shall be prepared, sealed, marked and despatched as follows

The Bidders shall provide an Original and a Duplicate, as specified in the ITB clause 1.6 of any modifications to his Bid, clearly identified and in two envelopes, duly marked **"TENDER NO. 4289T FOR THE DESIGN SUPPLY INSTALL TEST AND COMMISSIONING OF 20kVAO N-LINE INDUSTRIAL TYPE UPS SYSTEM – CLOSING DATE 18/DECEMBER/2019"**. The envelopes shall be sealed in an outer envelope, duly marked **"BID MODIFICATIONS"**.

- 1.9.3** A Bidder wishing to withdraw his Bid shall notify the CPC in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of Bids. The notice of withdrawal shall be addressed to the,

**Chairman – Departmental Procurement Committee,
C/O Material Manager,
Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda, Kelaniya.
Sri Lanka.**

bearing the Bid name and the words “**BID WITHDRAWAL NOTICE**”.

- 1.9.4** Bid withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will deem to be valid.

1.10. OPENING OF BIDS

- 1.10.1** Bids will be opened at 1430 hours on **18/December/2019** at the Conference room of Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.
- 1.10.2** Bidder/s or their duly authorized representative/s may be present at the opening of bids. The Bid Opening Committee will read out bidder’s name, the bid prices, discounts and, the bid security guarantee. Technical Data, Specifications or similar information will not be divulged.
- 1.10.3** Departmental Procurement Committee may, at its discretion, extend the deadline for submission of Bids, by amending the Bidding document in which case all rights and obligations of DPC and the Bidders will thereafter be subjected to the deadline as extended.

1.11 LATE BIDS

Any bid received by the Chairman, Departmental Procurement Committee after the deadline for submission of bids will be rejected and returned unopened to the Bidder.

1.12 BUSINESS REGISTRATION

Local Agents nominated in Sri Lanka should register with the Registrar of Companies and shall produce a copy of the valid Certificate 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.

1.13 REGISTRATIONS AS THE ACCREDITED LOCAL AGENT UNDER PUBLIC CONTRACT REGISTRATION

Local Agents nominated in Sri Lanka should register with the Registrar of Public Contract in terms of the Public Contract Act No. 3 of 1987 on submission of Form PCA3 and shall produce a copy of the valid Certificate of Registration issued by the Registrar of Public Contract together with the bid.

1.14 BID SECURITY GUARANTEE

1.14.1 Each Bid shall be accompanied by a Bid Security Guarantee, 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 a recognized commercial Bank operating in Sri Lanka or a foreign bank with the guarantee confirmed by a recognized commercial bank operating in Sri Lanka, and approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum of Rupees One Hundred Fifty thousand only (Rs. 150,000/=).

1.14.2 The Bid Security shall be unconditionally encashable on demand by Ceylon Petroleum Corporation and shall be valid for 151 days (One Hundred and fifty one) days, i.e. up to **17/May/2020** from the date of closing of Bid. A format of Bid Security is attached in Annexure "A".

1.14.3 Failure to submit the Bid Security Guarantee at the time, or before the closing of Bid, and in accordance with above said requirements, and in the format provided, will result in the Bid being rejected.

1.14.4 Bid Security from unsuccessful Bidders will be returned to them 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 Guarantee.

1.15. SCHEDULE OF PRICES

- 1.15.1** Bids shall be in the form of a Pro-forma Invoice in Two (02) copies indicating Name of the Manufacturer, Country of manufacture, Port of Shipment, H.S. Code, Terms of Payment, Delivery Period and Offer Validity. Rates quoted shall be computed on the basis of C&F Colombo, showing free on Board (FOB) Value and Freight charges indicated separately.
- 1.15.2** Bidders are also required to duly sign and return the Schedule of Prices (Annexure “B”), indicating their Bids in detail together with the Pro-forma Invoice.
- 1.15.3** Prospective Bidders are requested to submit their bids either in foreign currency which are freely convertible in Sri Lanka (i.e. US\$, GBP, EURO, & JPY) on C&F basis or in LKR on import & supply basis as per Annexure “B”.
- 1.15.4** Bidders shall provide in the prescribed form of schedule of prices- marked Annexure “B” the name and address of his agent in Sri Lanka.
- 1.15.5** The principal bidder (the receiver of payment) should essentially sign the Schedule of Prices.
- 1.15.6** All Agent’s Commissions, (if any), shall be disclosed in Sri Lanka Rupees in the appropriate column of the Schedule of Prices.
- 1.15.7** Prices not submitted on the prescribed form and in the manner required are liable for rejection.
- 1.15.8** If a bid contains both local and foreign components, bidders shall submit as per Annexure “B” and any component in local currency shall clearly indicate applicable taxes such as VAT, NBT, etc.

1.16. CORRECTION OF ERRORS

DPC will examine the bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the bids are generally in order. The DPC may at its discretion call clarifications from bidders.

The request for clarification and the response shall be in writing within two weeks from the clarifications and no change in the price or substance of the tender shall be sought / permitted.

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

1.16.1 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and

1.16.2 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 DPC/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.

1.16.3 The amount stated in the Declaration of Bidder 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 tender, his bid will be rejected without affecting the bid security guarantee.

1.16.4 Where the adjusted price is lower than the bid price the adjusted figure will be the bid price. If the adjusted price is higher than the bid price the bid figure will be the bid price. The rates will be adjusted with the concurrence of the bidder to reach the bid figure. If the bidder does not agree for such adjustment, his bid shall be rejected without affecting the Bid Security Guarantee.

1.17. EVALUATION OF BIDS

The DPC will carry out a detailed evaluation of the Bids, with the assistance of Technical Evaluation Committee (TEC), to determine whether the Techno commercial aspects are properly addressed, and the Bids are substantially responsive.

To facilitate evaluation & comparison of bids all prices quoted in foreign currencies will be converted to Sri Lankan Rupees at the selling exchange rate of the Central Bank of Sri Lanka, prevailing on the date of opening of bids and applicable duties and taxes will be added to get the final costs.

The evaluation methodology will be as given below.

1.17.1 TECHNICAL REQUIREMENTS

Specifications, drawings and supporting technical documents in compliance with Technical Specifications of this bidding document including the information / details requested under Clause 1.4 of ITB.

1.17.2 FINANCIAL EVALUATION OF BIDS

The comparison of the grand total price given in Annex “B” for **Design supply install test and commissioning of 20 kVA Industrial Type on-Line UPS system** and local agency commission (if any) will be evaluated.

In addition to the Bid prices indicated in the schedule, the following factors will also be considered in the evaluation.

- Availability of spare parts for minimum of 10 years
- Past supply records
- Delivery Schedule
- Prices of spare parts

Bidders should Fax/Email and confirm in writing any query raised by DPC, on the proposals at the stage of evaluation of bids.

1.18 POWER TO ACCEPT OR REJECT BIDS

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

1.18.2 The Departmental Procurement Committee reserves the right to reject any or all Bids, without adducing any reasons.

1.18.3 The notice of acceptance of Bid will be sent by facsimile/e-mail followed by registered post to the successful Bidder, to the address given by him in the Bidding document, soon after the decision of Departmental Standing Procurement Committee. Any change of address of the bidder should be promptly notified to the Chairman, DPC, Ceylon Petroleum Corporation, C/O Materials Manager, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

1.19 AWARDING CRITERIA

1.19.1 Subject to ITB Clauses 1.17 the DPC will 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.

1.19.2 The successful Bidder will be called upon to enter into an Agreement with CPC. A specimen Form of Agreement is attached as Annexure "E".

1.20. DECLARATION OF BIDDER

Bidders should declare that they have read the terms & conditions and that they make the Bid in compliance with and subject to all the terms & conditions there of and agree to perform the services in accordance with the said terms & conditions in the manner therein set out and in terms of this Bid. A Declaration of Bidder Annexure 'C' is attached.

1.21 QUALITY ASSURANCE

1.21.1 The manufacturer shall possess ISO 9001 quality assurance certificate for design, supply install test and commissioning of UPS systems.

1.21.2 All major components (i.e. UPS units, battery banks) of the UPS System shall be of internationally reputed makes and country of manufacture shall be Europe, USA or Japan.

02. CONDITIONS OF CONTRACT (COC)

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.

2.1. PERFORMANCE GUARANTEE

- 2.1.1** The successful Bidder on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within fourteen (14) days of such notification issued by a recognized Commercial Bank in Sri Lanka or a Foreign Bank with the Guarantee confirmed by a recognized Commercial Bank operating in Sri Lanka, and approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum equivalent to 10% of the grand total value given in Annexure "B" of the accepted Bid. The Performance Guarantee shall be valid until 60 days more than the estimated agreed project completion and substantially in the format given in Annexure "D".
- 2.1.2** If the successful Bidder fails to furnish Performance Guarantee as aforesaid his name will be placed in the list of defaulting contractors at the sole discretion of the DPC.
- 2.1.3** DPC shall forthwith be entitled in its absolute discretion to select and offer other suitable party as it may think fit (whether another bidder or not) at the risk and expenses of the defaulting contractor and make arrangements required for the performance of the successful bidder whose bid has been accepted and shall be further entitled to recover from the defaulting contractors all loans, costs damages and expenses CPC may sustain in consequences of default by the said default contractor.

2.2 MODE OF PAYMENT

CPC will open a non-transferable, unconfirmed and irrevocable L/C excluding the local agency commission of the total contract value of the tender and 95% of the L/C value will be released as per the part payment schedule given below. Balance 5% will be released after 365 days from the date of successful commissioning and acceptance of the UPS system.

- 2.2.1** 10% of the total cost of item No 01 and 02 Schedule of price in Annexure "B" will be released as an advance payment against a Bank Guarantee to the required

value issued by a recognized Commercial Bank in Sri Lanka or a Foreign Bank with the guarantee confirmed by a recognized Commercial Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka and payable to the CPC on demand. The Bank Guarantee shall be valid until the successful commissioning & acceptance of the UPS system.

- 2.2.2 75% of total cost of item No 04 of Schedule of prices in Annexure “B” will be paid on completion of the Factory Acceptance Test (FAT) at manufacturer’s facility. Payment will be released on submission of a certificate to the bank issued by CPC upon completion of the Factory Acceptance Test (FAT) at manufacturer’s facility.
- 2.2.3 40% of total cost of item No 01 & 02 Schedule of price in Annexure “B” will be released on satisfactory shipment of the complete set of items and upon presentation of following documents to the bank in case of an offer made in foreign currencies. In the event of an offer made in Sri Lankan Rupees, this payment is subjected to the successful delivery of the complete set of items at site. Part shipments/delivery shall be allowed on deferred payment terms based on the price breakdown declared in the bid.
- Commercial Invoice
 - Packing List
 - Full set of “On Board” Bill of Lading
 - Authorization letter issued by CPC after successful completion of Factory Acceptance Test (FAT)
- 2.2.4 45% of item No 01 and 02, 20% of item No 04 and 95% of item no 03 Schedule of price in Annexure “B” will be paid against the successful commissioning & acceptance of the UPS System by signing of site acceptance test (SAT) by both parties. Payment will be released on submission of final acceptance certificate to the bank issued by CPC.
- 2.2.5 5% of total cost of item No 01, 02, 03 and 04 of Schedule of price in Annexure “B” will be released after 12 months from the date of successful commissioning & handing over of the UPS system. Payment will be released on submission of a certificate to the bank issued by CPC.
- 2.2.6 Agency Commission (If any) shall be paid only after the successful commissioning & acceptance of the UPS system and such amount will be paid only in Sri Lankan Rupees.

2.3. TRAINING FOR CPC STAFF

2.3.1 ENGINEERING TRAINING

A comprehensive training on system engineering, installation, commissioning and troubleshooting shall be conducted by the bidder for CPC engineers. The duration of the training shall not be less than one day. Further the training shall be completed prior to the system acceptance.

2.3.2 TECHNICAL STAFF TRAINING

A comprehensive training on system operation shall be conducted by the bidder for CPC technical staff. The duration of the training shall not be less than one day. Further the training shall be completed prior to system acceptance.

2.3.3 EXPENDITURE RELATED TO TRAINING FOR CPC STAFF

All expenditure related to the training for CPC staff at CPC training facility (clause 2.3.1 & 2.3.2) shall be included in item no 03 of Schedule of price in Annex "B". CPC training facility could be used for conducting above training programs and training schedule shall be notified to CPC in advance.

2.4. SHIPMENT AND DELIVERY SCHEDULE

All shipment and delivery schedules for major components to be intimated to CPC from time to time by the contractor, facilitating CPC to monitor the progress of the project execution.

2.5. DEFAULT BY SUCCESSFUL BIDDER

2.5.1 If for any reason in the opinion of the Ceylon Petroleum Corporation, the successful Bidder becomes incapable or unable to design supply install test and commissioning of 20 kVA Industrial Type on-Line UPS system for the refinery Process control instruments as per the contract within the specified time period, the Ceylon Petroleum Corporation shall have the right to award the contract to another party without being liable in any manner, whatsoever, to the successful Bidder.

2.5.2 If the successful Bidder defaults in the commissioning of the UPS System as per the contract or otherwise commits a breach of any of the provisions in the Contract with the Ceylon Petroleum Corporation for the design supply install test and commissioning of 20 kVA Industrial Type on-Line UPS system 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.

2.5.3 If the successful Bidder fails to commission the UPS system as specified duration here in, he is liable to penalties as specified in this ITB document.

2.6. ASSURANCE OF COMPLETION

The successful Bidder will be called upon to design supply install test and commissioning of 20 kVA Industrial Type on-Line UPS system, conforming to specifications and strictly abide by the agreed completion dates as per the project schedule (Clause 2.9). Bidders shall indicate the period within which the project could be completed from the date of confirmation of the order. The successful Bidder will be called upon to enter into an Agreement with the Ceylon Petroleum Corporation. A specimen form of Agreement is annexed marked –Annex ‘E’.

2.7. LOCAL TAXES / CUSTOMS LEVIES

2.7.2 Contractor shall be liable to pay the relevant taxes levied by the Sri Lankan Governmental Authorities such as the Inland Revenue Dept. or Local Government Authorities on; its income and profits derived from execution and shall also be liable for all income taxes of its sub-contractor's personnel and the local agents.

2.7.2 Contractor shall accept liability to pay all taxes, turnover tax, NBT (Nation Building Tax), Value added tax (VAT), other taxes like import duty levies, fees, stamp duties, and the similar taxes including but not limited to any sales or withholding taxes levied by any authority in respect of the equipment, material supplied, any other equipment incorporated on this project and expatriate personnel taxes/provident fund for all erection labor & supervision.

2.7.3 Claims on variations of custom duties & Levies of major equipment associated with this work imposed by the government after the bid closing date, shall be forwarded with relevant gazette notifications, certified custom declaration forms issued by Sri Lanka Customs with other supportive documents for the consideration of CPC.

2.8. WITNESS OF FACTORY ACCEPTANCE TEST BY CPC REPRESENTATIVES

Facilities shall be provided for client's representatives to witness the factory Acceptance Tests (FAT) carried out for the UPS units supplied, after manufacturing. FAT procedure shall be submitted well in advance for CPC comments and approval.

Contractor shall arrange all facility for one CPC Refinery Engineer for UPS units to witness the FAT. The contractor shall plan well in advance the schedule of FAT to enabling CPC engineer to witness inspection for minimum 02 consecutive days at the UPS manufacturing facility.

The contractor shall give forty five (45) days' notice to CPC before FAT with seven (07) days confirmation notice. All the expenses relating to the FAT inspection visit for one engineer nominated by CPC, shall be borne by the contractor.

The cost of return air ticket, Visa fees and other expenses for aforesaid engineer will be arranged and borne by the contractor up to nearest international airport and the contractor shall provide proper and reasonable facilities at his own expenses for one CPC engineer covering food, accommodation and inland travelling for examining, inspection and testing such units and shall also supply free of charge such apparatus, materials, tools, measuring equipment, labour and assistance as may be required from time to time for the purpose of such examinations, inspection and testing.

CPC shall have complete authority to reject any material or workmanship which does not comply with the tender specifications and other conditions. Any inspection by CPC shall not absolve contractor from his responsibility to ensure that specification requirements are met.

In addition to the main equipment, relevant Test Certificates of other critical items shall be forwarded to CPC for approval before shipment. Shipment shall be made only after receipt of CPC approval.

2.9. PROJECT SCHEDULE

2.9.1 The project schedule shall be 6 months from the date of awarding the contract to the date of successful commissioning and handing over.

2.9.2 The Bidder shall submit an overall project schedule showing the number of calendar days required to reach the date of completion & showing the time required for completion of various phases of work. The bidder shall specify the date when the site will have to be made available for starting the erection and the dates by which CPC shall complete the various items, which are mentioned specially as CPC's responsibility.

2.9.3 Also the bidder shall submit resource allocation/ bar chart for the entire project at various phases including manpower and equipment.

2.10. LIQUIDATED DAMAGES

The Contractor will pay to CPC, as liquidated damages for failure to comply with contractor's obligation to complete the project in the time guaranteed, an amount for each calendar day after the said date, at a rate of 1 % of the contract price per week subject to a maximum liability of 10% of the contract price.

2.11 WARRANTY AND AVAILABILITY OF SPARES

2.11.1 The complete system shall carry a comprehensive warranty for 1 year from the date of commissioning and acceptance. All the defective components shall be replaced free of charge during that period by the supplier and the cost of labor shall be in the account of the bidder.

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 Availability of the spares shall be guaranteed for next ten years period. After the ten years period should an item becomes obsolete, the bidder shall inform the CPC about the replacement or an alternative in advance.

2.12. FORCE MAJEURE

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

2.13. ARBITRATION

If during the continuance of this Contract or at any time after the termination thereof, any dispute or differences of opinion touching the interpretation of this contract were to arise between the parties hereto or the respective representatives, such differences or disputes shall be referred for Arbitration in the manner stipulated in paragraph 10 of the Agreement – Annex 'E'.

3. SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS

Cabinet Type Industrial 20 kVA, 100% Parallel Redundant On Line Un-interruptible power supply System(UPS) for Process Control Instrumentation

3.1. Scope :

To Design supply, install, commission and test run of 20 KVA,100% parallel redundant on-line Cabinet Type Industrial UPS system for Refinery process control instrumentation.

3.2. System Configuration:

Proposed Industrial UPS system shall have following features

- (i) Shall be capable of providing specified rated output power of 20 KVA continuously.
- (ii) Shall have industrial type cabinet construction with forced air cooling (fan redundancy) and a parallel static by-pass channel with isolation transformer.
- (iii) Shall have manual by-pass facility from static by-pass without load break
- (iv) Shall be comprised with status indication features (LCD Display), alarm and tripping conditions, self diagnostic features etc.
- (v) Shall be capable of generating potential free contacts for Alarm/Trip status & audible alarm
- (vi) Shall be equipped with RS-485 or industry standard interface for communications
- (vii) UPS system should operate with 100% parallel redundancy (see attached system architecture).
- (viii) UPS Configuration shall not allow inbuilt intermediate transformer for stepping down or up.
- (ix) 400V, AC, 3 phase, 4 wire Input & Output main distribution system shall be mounted in a separate cabinet for easy maintenance (See Attached SLD).
- (x) 2 Nos. of 10kVA each 230V/110V AC step down transformers shall be installed in separate enclosures with appropriate protections.
- (xi) The offered UPS system shall be well protected against lightning/over voltage surges, overload conditions, short circuit conditions, high temperature etc. The offered protections and features shall be clearly indicated separately.

3.3. Specifications :

- (i) Input
 - Voltage : 400 V 3 phase 4 wire +/- 10% variation
 - Frequency : 50 Hz +/- 5% variation
- (ii) Output
 - Voltage : 400 V AC, Three phase 4 wire within +/- 2% variation
 - Frequency : 50 Hz within +/- 0.5% variation
 - Rating : 20 KVA continuous
 - Waveform : True sine wave

- (iii) Battery
 - Type : valve regulated sealed and maintenance free Lead Acid, Ni MH, or Lead Calcium

Autonomy Time (Battery back-up) : more than 20 minutes with rated load.

Battery Life : shall have a minimum of 8 years guaranteed life time.

3.4. Communication & Alarm Outputs

Potential free contacts shall be provided for each of the following alarm & Trip status

- | | |
|---------------------------|-------------------------|
| 1. Rectifier Trip | 7. Mains Fail |
| 2. Inverter Trip | 8. By-Pass Fail |
| 3. Load on Battery | 9. Battery Breaker Open |
| 4. Battery Low | 10. Battery Earth Fault |
| 5. Load on Static By-pass | 11. Fan fail |
| 6. Common Fault | |

In addition RS-485 or industry standard communication interface shall be provided

3.5. Ambient Conditions :

Temperature : 40° C
Relative Humidity : 90%
Altitude above sea level : 100 m

3.6. Compliance :

Standards : IEC 62040, 60146, 60950, 60529, 60439, BS 6290, EN 50091-3
or equivalent internationally recognized standard (please specify)

Noise Level : less than 50 dB(A)

EMC Conformity : IEC 1000 – 4 – 5

Harmonic Distortion : THD Less than 5% (For non -linear loads)

3.7. Spares :

A separate price list for spares required for a period of 5 years operation shall be provided along with the main offer.

3.8. Manuals :

Operating and maintenance instruction manuals containing following information in English language shall be provided in duplicate along with the equipment.

- (i) The detailed trouble shooting procedures
- (ii) Relevant circuit diagrams with standard values for the test points.
- (iii) Description of alarm codes
- (iv) Spare parts List

Note : relevant technical details/catalogues of the UPS shall be produced along with the bid for evaluation purposes.

3.9. Warranty:

The UPS system shall be of proven design & not a prototype

- (i) Bidder shall provide comprehensive warranty for 1 year for equipment & 3 years for batteries from the date of commissioning.
- (ii) Bidder shall hold sufficient spares on stock to provide the warranty services and term & cost of the service agreement to be entered after expiry of warranty shall be included in the bid.

3.10. Installation, Testing and commissioning:

Supplier shall be responsible for installation, testing and commissioning of the equipment supplied. Cost of installation, testing and commissioning shall be indicated separately in the schedule of price.

3.11. Workshop facilities for servicing and maintenance:

The prospective bidder shall have a well established workshop and OEM trained staff to carry out maintenance and servicing of the UPS system supplied.

3.12. Past Supply Records & Experience of the Bidder:

The UPS model and brand offered shall be a well established brand in Sri Lanka. Data on past supplies of Industrial UPS of 20 kVA or higher capacity shall be included in the bid. The bidder shall provide documentary proofs for supply of at least 5 UPS systems of 20 kVA or higher capacity in the last 10 years. Bidders do not hold the minimum experiences given above will be treated as non-responsive.

3.13. Single Line Diagram for the Configuration:

A schematic single line diagram is attached for the UPS configuration and considered as typical arrangements.

4. Safety Regulations & Regulations to be Followed During Installation & Commissioning

Following regulations & requirements shall be observed / fulfilled by the contractor , his subcontractors (if any) , his staff, agents and invitees during site installation work within the Refinery premises.

All persons engaged in work at Ceylon Petroleum Corporation, Refinery, Sapugaskanda (hereinafter called the Refinery) shall be acquainted with the following regulations and their consent to abide by them shall be an essential condition of their permit to work at the Refinery.

1. The whole of the premises within the boundary fence is constituted a danger area with the exception of any area expressly exempted by the Refinery Manager (hereinafter called the Manager).
2. All employees, agents and invitees of the Contractor who may not be aware of the exact locality of any area expressly exempted from the danger area must assume that any part of the Refinery is a danger area and act accordingly.
3. Before work of any nature is commenced in any area by the Contractor, his employees, agents or invitees, the Contractor must obtain the Manager's authorized signatures necessary for excavation permits, safety certificates and clearance certificates and if the work involves sparks of flames, also a fire permit.
All precautions stipulated in these documents must be observed by the Contractor, his employees, agents or invitees. If the work cannot be completed in the period for which these documents are valid, the work shall be discontinued until the documents are renewed.
4. Persons under 18 years of age should not be employed by any contractor or by any sub-contractor for carrying out any contract work in any part of the Refinery.
5. It is a condition of the permit to work at the Refinery that all persons engaged at the Refinery shall submit to be searched by the Refinery Security Officials. This search may take place, either at the time of entry to the Refinery or at any other place and during any time while the employees are in the Refinery, at the discretion of the Senior Security Officer, Refinery.
6. Fire, naked flame, lighters, matches, petrol or any other flammable substance and any apparatus/equipment which can cause ignition should not be taken to the danger area by any contract personnel without a written authority signed by the manager's authorized representatives. Such written permit shall be valid for the period stated therein and must be returned to the Head of Fire Fighting and Safety, Refinery.
7. No dry battery or accumulator type of electric hand-lamp or hand-torch, which is not of a flameproof safety type, approved by the Manager, may be taken to the danger area.

8. Smoking is strictly prohibited in any part of the Refinery.
9. No fires shall be lit and no matches shall be ignited in any part of the Refinery without a special fire permit being given and signed by the Manager's authorized signatory.
10. The contractor shall observe the speed limit of 30 KMPH for vehicles and 24 KMPH for motorcycles within the Refinery premises and all vehicles must be mechanically sound and have an efficient exhaust, silencer, horn, brake, filler cap and tires of good condition. All contract drivers must have a valid driving license.
The vehicles used by the contractor should only be driven on the recognized main roads in the Refinery and no vehicle should leave a main road and enter into an operational area without having a valid Fire and Safety Permit.
11. Mobile cranes and other lifting equipment used for the contract job must be load tested and test reports must be produced to the Fire & Safety Department.
12. If any contract work involves scaffolding, it should be erected as per Standard, Scaffolding Procedure. A copy of Standard Scaffolding Procedure should be requested when necessary.
13. All contract work should be stopped if the fire siren is sounded or in case of an Emergency.
14. (a) The Contractor shall ensure that his employees and those of any of his sub-contractors shall not make use of any equipment, material or property of any kind what so ever belonging to the Refinery unless the written permission of the Manager's has been obtained beforehand

(b) The Contractor shall ensure that so far as is compatible with the work being carried out, the area in which his workers and /or agents are working shall be kept free of all equipment, material or property of any other kind which may constitute an accident hazard. If it is necessary in the opinion of the Contractor for such equipment, material or property to be on site, it will be the Contractor's responsibility to ensure all necessary safety precautions are observed by his own employees and those of his sub-contractors.
15. The contractor must supply all personal protective equipment necessary for the contract employees to carry out the contract work. All contract employees should follow Refinery Safety Regulations and ensure to wear personal protective equipment.
16. All accidents caused to the contractor's employees must be reported to the Fire and Safety Department immediately.
17. After completion of the contract work by the contractor the area involved with the contract work should be inspected by the Fire and Safety Department to ensure that the cleanliness and good housekeeping practices had been followed. The area involved with the contract work should be certified by the Fire and Safety Department before the final payment is made.

18. If the Contractor / Sub Contractor intend to use Electronic equipment / radioactive equipment the contractor shall inform the engineer in charge and give the complete details of such equipment and the purpose for which such equipment is used and obtain the permission from the Instrument/Electrical Department before commencing the contract work.
19. Any employee, agent or invitee of a Contractor consciously or without consciousness, breaking the above Rules shall be liable to have his permit to work at the Refinery terminated immediately.
20. In addition to the above it will be contractor's responsibility to abide by the relevant clauses of Factories Ordinance of Sri Lanka in respect of all work carried out at the site and the safety of personnel engaged and equipment used at site.

Contractor shall pay special attention to the following clauses of the Factories Ordinance of Sri Lanka. However, the responsibility of the contractor will not be limited to the clauses listed below but will cover all other conditions in the whole Factories Ordinance and its amendments.

1. Clause 27 - Hoists and lifts
2. Clause 28 - Chains, Ropes & Lifting Tackle
3. Clause 29 - Cranes and other Lifting Machines
4. Clause 30 - Construction and Maintenance of floors, passages and stairs.
5. Clause 31 - Safe means of access and safe place of employment.

5.0 ANNEXURES

ANNEXURE-“A”

FORMAT OF BID SECURITY GUARANTEE

[This bank guarantee form shall be filled in accordance with the instructions indicated in brackets]
..... [insert issuing agency’s name and address of issuing branch or office]

Beneficiary :[insert (by PE) name and address of Employer/Purchaser]

Date : [insert (by issuing agency) date]

Tender Reference No......

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 name of Contract] under Invitations for Bids No. [insert IFG 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 name of issuing agency] hereby irrevocably undertake to pay you any sum of sums not exceeding in total an amount of [insert amount in figures] [insert 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 obligations(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 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)]

SCHEDULE OF PRICES FOR THE DESIGN, SUPPLY, INSTALLATION AND COMMISSIONING OF 20KVA ON LINE INDUSTRIAL TYPE UPS SYSTEM

Item No.	Qty. Required	Unit	Description	Amount
01	01	Set	Design & supply of 20 kVA on line industrial Type UPS system with 100% redundancy as per Bid Document section 3	
02	02	Sets	Supply of UPS input & output distribution systems including 2 Nos. of 10kVA each 230V/110V AC step down transformers as per Bid Document Section No.3.	
03	Cost of Installation, Testing & Commissioning including any Construction work & provision of training for CPC staff as per Bid Document			
04	Cost of Factory Acceptance Test (FAT) as per Bid Document Clause No. 2.8			
<i>Less Discount (if any)</i>				
<i>Total Price-Without Taxes</i>				
<i>Transport Charges, if any</i>				
<i>NBT-if applicable</i>				
<i>VAT-if applicable</i>				
Grand Total in figures				
Grand Total in words				

		Without Taxes	With VAT, NBT – If applicable
Agency Commission	Amount in figures	Rs.	Rs.
	Amount in words		

Offer Validity

Name of Manufacturer

Country of Manufacture

Port of Shipment

Delivery Period

Name of the Principal Bidder

Name & Address of Local Agent, if any

.....

.....
Date

.....
Signature of Bidder (Principal Supplier)

.....
Company Stamp

DECLARATION OF BIDDER

Chairman,
Departmental Standing Procurement Committee,
Ceylon Petroleum Corporation

Dear Sir,

TENDER FOR THE DESIGN SUPPLY INSTALL TEST AND COMMISSIONING OF 20 kVA ON-LINE INDUSTRIAL TYPE UPS SYSTEM

We hereby tender for the **Design supply install test and commissioning of 20 kVA Industrial Type on-Line UPS system** in conformity with the specifications as stated in the Instructions to Bidders.

Having perused the Instructions to Bidders for the Design, Supply, Install Test and commissioning of 20kVA on-line UPS system for refinery process instruments and the Schedule of Prices referred to therein, I / We hereby agree to comply with the Conditions of the said Tender.

I / We undertake to conform to all the Terms & Conditions in the said Tender and the Schedule of Prices within the time specified.

I / We declare that I / We have perused the Performance Guarantee (Annex ‘D’) and the Agreement (Annex ‘E’) respectively and confirm our compliance with the said Performance Guarantee and Agreement in the event of award of Tender.

Unless and until a formal agreement is engrossed and executed this Declaration of Bidder dated together with your written acceptance thereof shall constitute a binding contract between us.

I / We am / are fully aware that the acceptance of any Tender will be at the sole discretion of the Ministry Procurement Committee, Ceylon Petroleum Corporation.

The Name and Address of Local Agent (if any) is given below.

.....

Signature of Bidder

Date :

Name of Local Agent (if any)

.....

Address :

.....

FORMAT OF PERFORMANCE GUARANTEE

..... [issuing Agency's Name and Address of issuing Branch or office]

Beneficiary :..... [Name and Address of Employer]

Tender Reference No. :

Date :

PERFORMANCE GUARANTEE NO :

We have been informed that[name of Contractor/ Supplier] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated with you, for the [insert "construction"/ "Supply"] of[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..... [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....[amount in figures] (.....) [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 the day of,20.....[insert date, 90 days beyond the scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

.....

[Signature(s)]

FORM OF AGREEMENT INCLUDING CONDITIONS OF CONTRACT
CEYLON PETROLEUM CORPORATION

AGREEMENT NO:

DATE:

DESIGN SUPPLY INSTALL TEST AND COMMISSIONING OF
20 kVA ON-LINE INDUSTRIAL TYPE UPS SYSTEM

THIS AGREEMENT made related in Colombo on this.....day of..... between the Ceylon Petroleum Corporation established by Act No. 28 of 1961 and the amendment thereto and having its Head Office at No 609, Dr. Danister de Silva Mawatha, Colombo 09 and Principal Business Place at Oil Refinery, Sapugaskanda, Kelaniya, Sri Lanka (hereinafter referred to as the "Corporation" which expression shall mean and include the said Corporation, its successors and assigns) of the one part and having its Registered Office at
..... (hereinafter referred to as "the Contractor" which expression shall mean and include the said its successors and permitted assigns) of the other part.

WHEREAS the Chairman, Cabinet Appointed Procurement Committee, invited tenders for the supply of the for Ceylon Petroleum Corporation by Notice datedAND WHEREAS "the Contractor", submitted to the Chairman, Departmental Procurement Committee, Ceylon Petroleum Corporation his Bid Ref. No. dated in regard to the **Design supply install test and commissioning of 20 kVA Industrial Type on-Line UPS system** which Bid had been accepted by the "Corporation" The said Bid, Instructions to Bidder's / MANUFACTURERS, Specifications, all Annexes mentioned in the Corporation Tender No.....dated.....and all other Correspondence and Letters/Telexes of acceptance shall form part and parcel of this Agreement and be read and construed as one document.

NOW IT IS HEREBY AGREED AS FOLLOWS.

1. In consideration of the payment to be made to the Contractor as hereinafter mentioned the Contractor hereby covenants and undertakes with the Ceylon Petroleum Corporation for the Design, Supply, Install Test and commissioning of an UPS system for refinery in strict conformity in all respects with the provisions of this Agreement and in such quantities and on or before such time as specified in the Tender Conditions/Letter of Acceptance.

Total Payment

2. The Contractor shall submit a Performance Guarantee/Letter of Guarantee from a Bank acceptable to the Corporation as security for the due performance of his obligations under the Agreement and on satisfactory completion of Design, Supply, Install Test and commissioning of an UPS system for refinery specified herein, the Corporation shall release the Performance Guarantee/Letter of Guarantee, subject to whatever claims it may make on the Bank in respect of defaults on the part of the Contractor as provided herein.

3. The Contractor shall not assign or otherwise transfer or sublet his rights and obligations under this Agreement without the consent and authority of the Chairman, Ceylon Petroleum Corporation, nor shall he issue a Power of Attorney to any person whose name is on the state-list or Ceylon Petroleum Corporation defaulting Contractors, for carrying of the work under this Agreement. The Corporation reserves to itself the right to refuse to recognize a Power of Attorney issued by the Contractor to any person authorizing him to carry out this Agreement on the Contractor's behalf. The Contractor shall not employ for the purpose of executing this Agreement any person whose name is on the state-list or Ceylon Petroleum Corporation, defaulting Contractors or any other person to whom the Chairman objects after giving due notice of his objection in writing. Any breach of this covenant shall render the Agreement liable to cancellation without any compensation to the Contractor.

**Sub-letting
The
Contract**

4. Where the Contractor does not complete Design, Supply, Install Test and commissioning of an UPS system for refinery in due time, in accordance with the stipulated and agreed dates as per Invitation to Bid, the Ceylon Petroleum Corporation will have the right to make suitable alternate arrangements for the balance work and to claim from the Contractor, the additional expenses thereby incurred by the Ceylon Petroleum Corporation.

**Delays in
Delivery**

5. (a) If for any reason, in the opinion of the Ceylon Petroleum Corporation, the Contractor becomes incapable or unable to Design, Supply, Install Test and commissioning of 20 kVA on-line industrial type UPS system for refinery according to the Bid, the Ceylon Petroleum Corporation shall have the right to obtain his Design, Supply, Install Test and commissioning of 20 kVA on-line industrial type ups system from other sources without being liable in any manner whatsoever to the Contractor and the Agreement will stand terminated.
- Default**
By the
Contractor
- (b) If the Contractor defaults in the opinion of the Ceylon Petroleum Corporation, to Design, Supply, Install Test and commissioning of 20 kVA on-line industrial type ups system for refinery or breaches the Conditions of this Agreement with the Ceylon Petroleum Corporation for the Design, Supply, Install Test and commissioning of 20 kVA on-line industrial type ups system according to specifications, the Contractor shall be liable to pay the Ceylon Petroleum Corporation all losses and damages incurred by the Corporation, as a consequence of such default or breach and the agreement will stand terminated.
6. Should the Contractor fail to finish the Design, Supply, Install Test and commissioning of 20 kVA on-line industrial type ups system within the time guaranteed, the Contractor shall be liable to pay as a pre-estimate of liquidated damages, at the rate of 1 % of the contract price per week for such delayed period up to a maximum of 10% of the contracted lump sum fixed price. The Contractor in these circumstances will also render himself liable to be placed in the list of defaulting Contractors and be precluded from having any concern in the Ceylon Petroleum Corporation Tenders and the agreement will stand terminated.
- Liquidated**
Damages
7. The Ceylon Petroleum Corporation agrees with the Contractor that payment for the total cost except any local agency commission to be made according to payment terms as per tender clause 2.2 and a receipt of a Performance Guarantee and the payments for local agency commission (if any) to be made in Sri Lankan Rupees after acceptance by CPC. 95% of the full payment will be released only after successful commissioning and acceptance of the 20 kVA on-line industrial type ups system. Part payments will be released until the job is completed in full according to the payment terms specified in the clause 2.2 of the COC document. Balance 5% will be paid after 12 months from the date of successful commissioning and acceptance by CPC.
- Payment**
For the
system
Supplied

- 8. Serving Of Notice** All Notices and Orders to be served upon the Contractor shall be deemed to have been duly served if sent by registered post to -----

Which place the Contractor hereby selects for the purpose and it is further agreed that unless the Contractor shall forthwith notify the Chairman in writing of such changes and such notification is communicated to and received by the Chairman, the posting of letters, notices, orders or other documents to the address herein given shall for all purposes be deemed to be and constitute sufficient delivery of the same to the Contractor.
- 9. Bankruptcy Of Contractor** If at any time between the acceptance of the Tender and the completion of the Design, Supply, Install Test and commissioning of 20 kVA on-line industrial type ups system, the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in Bankruptcy then the Chairman, may, after giving seven (07) days notice in writing to the Contractor, terminate the Agreement.
- 10. Arbitration** (1) “Any doubt, difference, dispute, controversy or claim, arising from, out of or in connection with this contract, or in respect of the interpretation thereof or on the rights, duties, obligations or liabilities of the parties to this contract or on the operation, breach, termination or invalidity thereof, shall be referred to an arbitral tribunal consisting of a 3 member panel of Arbitrators with the Chairman and settled by Arbitration in accordance with the rules of the Arbitration Center of the Institute for the Development of Commercial law and Practice in Sri Lanka. The composition, jurisdiction of the Arbitral Tribunal, conduct of arbitration proceedings, Awards and any other matters relating to Arbitration Shall be in accordance with the provisions contained in the Arbitration Act No.11 of 1995 and the language used shall be the English language and be governed by the laws of Sri Lanka”.
- (2) All proceedings and hearing of the Arbitration Tribunal shall be held in Sri Lanka and in the English Language by two Arbitration’s, one to be nominated by each party to the reference.
- 11.** Nothing herein contained shall make it obligatory on the Ceylon Petroleum Corporation, to place orders with the Contractor for the supply of the said Boiler and accessories, to the extent specified in the said Tender and the Contractor shall have no claim whatsoever on the Ceylon Petroleum Corporation, if no orders are placed to the extent specified in the Tender or at all.
- 12. Force Majeure** Except as regarding Acts of God, war, strike, invasion, civil war, rebellion, revolution, insurrection military or usurped power, earthquake, plagues, direct Orders or government discontinuing work, the Contractor shall undertake all risks and liabilities of whatever kind arising out of or incidental to or connected with the supply. The Bidder shall promptly give to the Chairman/, Ceylon Petroleum Corporation written notice of any loss of time due to such

aforementioned caused and will provide to the Chairman, Ceylon Petroleum Corporation with evidence certified by the appropriate Authority in support of his claims or orders.

Should any time be lost in a consequence of such aforementioned causes, the date of completion shall be extended by such delay.

13. The following terms used in the Contract Documents shall be understood as having the meanings hereby ascribed to them namely: -

1. "The Chairman" shall mean the Officer for the time being holding the Office of, or for the time being performing the functions of the Chairman of the Ceylon Petroleum Corporation.

2. "The Project Manager" shall mean the officer for the time being holding the office of, or for the time being performing the functions of the projects of the Ceylon Petroleum Corporation Refinery Division.

Signed by the Chairman for and on behalf of the Ceylon Petroleum Corporation at
..... on this day of
..... Two Thousand in the presence of the following witnesses.

Signature of

Chairman

For and on behalf of

THE CEYLON PETROLEUM CORPORATION

Witnesses:

1

Address:.....

.....

2.....

Address :

.....

Signed by the said at On this Day of Two Thousand in the Presence of the following Witnesses:-

Signature of

Contractor

Name:

Address:.....

Witnesses:

1.....

2

Address :

Address:.....

.....

FORMAT OF ADVANCE PAYMENT

GUARANTEE

An advance payment securities shall be issued in the format given below.

-----[Name and address of Agency, and Address of Issuing Branch or Office] -----

Beneficiary: Chairman, Ceylon Petroleum Corporation, No.609, Dr Danister Silva Mawatha, Baseline Road, Dematagoda Colombo 09, Sri Lanka. [Name and Address of Employer].

Date : -----

ADVANCE PAYMENT GUARANTEE NO: -----

We have been informed that -----[name of Contractor/ supplier] (hereinafter Called “the Contractor”) has entered into Contract No.----- [reference number of the contract] dated ----- with you, for the -----(insert “construction” or “supply”) **Design , supply, Install, Test and Commissioning of 20 kVA on-line industrial type ups system for Refinery Sapugaskanda** [name of contract and brief description].(hereinafter called “the Contract”).

Furthermore, we understand that, acceding to the conditions of the Contract, an

Advance payment in the sum ----- [amount in figures] (-----) [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we ----- [Name of the issuing agency] hereby Irrevocably undertake to pay you any sum or sums not exceeding in total an Amount of -----[amount of figures] (-----)[amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating That the Contractor is in breach of its obligation under the Contract.

The maximum amount of this guarantee shall be set off from the payment due to the contractor as per the mode of payment stipulated under the “Conditions of Contract”.

This guarantee shall expire, *Insert the date, 28 days beyond the expected expiration date of the Contract.*

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

[Signature(s)]

The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract.

FORM OF COMPLIANCE / DEVIATIONS

1. Please mention "Yes" under the "complied" if complied with the tender requirement or mention "No" if there is any deviation and indicate the deviation in the cage provided.
2. Please provide documentary proof along with the Bid for all the following points where necessary.

	Specification / Condition	Compliance		Deviations if any
		Yes	No	
01	Bid For All Items & Full Quantities.			
02	Bid Security Guarantee & Its Validity.			
03	Bid Validity.			
04	Schedule of Prices (Annex "B") Duly Filled Stamped, Signed & Forwarded			
05	Agreed with payment terms & other requirements as given in clause no. 2.2 of Conditions of Contract,			
06	a) Is Manufacture ISO certified			
	b) Major equipment manufactured in Europe, USA or Japan			
08	Literature / Catalogues & other Technical Data (complete technical proposal) given.			
09	Manufacturer's illustrated technical literature complete with detail Technical Specifications, Drawings, pertaining to the UPS System given.			
10	Documentary proof on at least 05 installations involving 20kVA or higher in past 10 years.			
11	Name of the Manufacturer, Country of Manufacture & Port of Shipment given.			
12	Name & Address of Local Agent (If Any), Agency Commission Given.			
13	If Relevant, VAT Registration No. of local			

	agent Given.			
14	A copy of the Business Registration as per clause 1.12.			
15	A copy of the valid Certificate of Registration issued by the Registrar of Public Contractas per clause 1.13.			
16	Authentication letter from the company authorizing the signatory for signing the tender on behalf of the company.			
17	Declaration of Bidder as per Annex 'C' given			
18	Assurance of availability of spares for a minimum period of 10 years.			
19	Past supply records details of such deliveries for recent 10 years for the capacities similar or above.			
20	Project execution plan including the Gantt chart.			
21	Any other variations and /or deviations from specifications or conditions if any.			

.....
Company Stamp

.....
Signature of the Bidder