

CEYLON PETROLEUM CORPORATION
REFINERY DIVISION

PUBLIC TENDER 4514 T
SUPPLY OF SAFETY SHOES WITH STEEL TOE CAP

SECTION I

GENERAL CONDITIONS:

Bids should be in conformity with all the conditions stipulated in the Bidding Document.

01.A) DOCUMENT FEE & ISSUING OF BIDDING DOCUMENTS

Bidding Documents can be obtained up to 23-August-2024. Any Bidder calling for Bidding Documents, shall pay a non-refundable Bidding Document fee of Rs. 1,000/= per set to the Cashier, CPC Head office, No. 609, Dr. Danister de Silva Mawatha, Colombo - 09 or to the Cashier, Refinery Division, Sapugaskanda, Kelaniya & also payments can be made in cash to the Ceylon Petroleum Corporation's People's Bank Account No. 004100110208633 referring tender number & bidders name in short.

1.B) BID SECURITY GUARANTEE

Each Bid shall be accompanied with a Bid Security Guarantee undertaking that the offer will be held valid for the specified period and that, the offer will not be withdrawn during that period. Such security shall be in the form of a Bank Guarantee or a Bank Draft (along with a letter to fulfill conditions of the Bank Guarantee) issued by a recognized commercial Bank in Sri Lanka approved by the Central Bank of Sri Lanka payable to the Ceylon Petroleum Corporation, in a sum of Sri Lankan Rupees 50,000/=.

The Bid Guarantee shall be unconditionally encashable on demand by Ceylon Petroleum Corporation and valid for Ninety (90) days from the date of closing of bid. A format of Bid Security guarantee is attached (Section IV).

Bid Guaranties received from unsuccessful Bidders will be returned to them after an award is made & the Guarantee of the successful bidder will be released after the receipt of Performance Guarantee.

Important:

Failure to submit the Bid Guarantee at the time or before the closing of Bids and in accordance with above said requirements and in the format provided is considered as a major deviation & shall result in the Bid being rejected

02. BIDS

- 2.1 *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. 4514T FOR THE SUPPLY OF **SAFETY SHOES**- CLOSING DATE 28-AUGUST-2024" on the top left-hand corner & the Bidder's name & address on the bottom left-hand corner.*
- 2.2 *Bids sealed, enclosed, marked and addressed as aforesaid, shall be sent under Registered Cover to reach the Chairman, DPC, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya not later than 1430 hours on 28-August-2024. 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 Refinery Manager's Office, Refinery Division, Sapugaskanda, Kelaniya.*
- 2.3 *Departmental Standing Procurement Committee reserves the right to reject any or all offers without assigning any reason*

03. VALIDITY

- 3.1 *The offer should be valid for acceptance for a minimum period of 60 days from the date of closing of the Tender.*
- 3.2 *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 offer specified in (a) above.*
- 3.3 *On acceptance of the offer within the period of 60 days if necessary the validity of offer should be extended for purpose of placing the official purchase order and other required documentation.*

Bids that do not comply with the above requirements will be rejected.

04. (a) CLOSING & OPENING OF BIDS

Bids will be closed at 1430 hours on 28-August-2024 & 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.

(b) LATE BIDS

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

05. DOCUMENTS & DETAILS TO ACCOMPANY BID

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

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

- 01. Bid Security Guarantee*
- 02. Manufacturer's Authorization Letter*
- 03. Company profile of the Manufacturer and Country of origin*
- 04. Certificate from Manufacturer that the goods offered are in good condition & conforming to the specifications*
- 05. A copy of the receipt obtained for payment of Rs. 1,000.00.*
- 06. Schedule of Prices - **Annex 'B'** duly completed and signed.*
- 07. Samples*

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

- 01. Documentary proof for recent supplies made to customers in similar magnitude*

All documents shall be in English Language.

06. SCHEDULE OF PRICES

06.1 Should indicate the prices in Rupees with taxes separately

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

06.3 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern.

06.4 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity.

a. The unit rate as quoted will govern

b. 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.

06.5 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.

07. PERFORMANCE GUARANTEE

- 07.1 *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 Section "III" of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Section "V".*
- 07.2 *If the successful Bidder fails to furnish Performance Guarantee as aforesaid his name will be placed in the list of defaulting contractors.*
- 07.3 *The successful Bidder, in the event of his failure to furnish the Performance Guarantee as required shall be liable for any losses, costs, expenses and damages, which the CPC may sustain in consequence of such failure and his Bid Guarantee, will be forfeited.*
- 07.4 *The Purchase Order will be released only after the receipt of the performance Guarantee. The Performance Guarantee shall be in favor of the Ceylon Petroleum Corporation and shall be valid for a period of not less than Twenty One (21) days from the expected date of completion of order.*

08. DELIVERY TIME

*The successful Bidder will be called upon to supply to the Ceylon Petroleum Corporation the **Safety Shoes** conforming to specifications and strictly abide by the agreed delivery dates, which should be less than **30 Days** from the date of confirmation of the Order. (Shorter delivery periods are most welcome). However, Bidders shall indicate the period within which the items could be dispatched from the date of confirmation of the Order.*

09. PAYMENT

*Payment will be made within one month after satisfactory delivery of **Safety Shoes** (full quantity) to CPC Refinery warehouse at Sapugaskanda and acceptance of the relevant certificates / reports & Items by the Ceylon Petroleum Corporation.*

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

10. BASIS OF EVALUATION

All offers received will be examined to determine the eligibility of bidder's responded and substantial responsiveness of bids received. Substantially responsive bid is one, which conforms to the terms, conditions and specifications of the Bidding Document. Incomplete bids will be rejected.

Arithmetical errors in the Bidding Document will be corrected.

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.

PREFERENCE FOR DOMESTICALLY MANUFACTURED GOODS

20% (twenty percent) margin of preference will be given during Bid evaluation for domestically manufactured goods if,

(a) *Application of the margins of preference stated above would apply only to manufactured Goods, if the bidder establishes to the satisfaction of the Departmental Standing Procurement Committee that -*

(i) *Local labor (at least 15% or more), locally produced raw material (at least 15% or more), components from within Sri Lanka will account to thirty percent or more (30% ≤) of EXW (Ex-Works) price of the product offered; and*

(ii) *The production facility in which those Goods would be manufactured or assembled has been engaged in manufacturing/assembling such Goods at least since the time of Bid submission.*

(b) *In addition to the above, the bidder should satisfy the following:*

(i) *For an individual/sole proprietorship the bidder shall be a Sri Lankan.*

(ii) *For partnerships fifty percent (50%) of members of the partnership shall be Sri Lankans.*

(iii) *For an individual firm:*

** Such firm shall be registered in Sri Lanka; and*

** should have more than fifty percent (50%) ownership by Sri Lankans*

(iv) *For a joint venture:*

** application of the margin of preference would be limited only to joint ventures of individual firms who meet the criteria stipulated in (b) (iii) above; and*

** it should be registered in Sri Lanka.*

11. DEFAULT BY SUCCESSFUL BIDDER

*If for any reason in the opinion of the Ceylon Petroleum Corporation, the successful Bidder becomes incapable or unable to supply the **Safety Shoes** 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.*

12. ANY OTHER INFORMATION

Any other information required could be obtained from the Materials Manager, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

Telephone : 011-2400110
Fax : 011-2400436 / 5528919 / 2400434
E-mail : refmaterials@sltnet.lk

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

SCOPE OF SUPPLY & SPECIFICATIONS

Items to be supplied:

Ankle Type Safety Shoes with Steel Toe Cap as following quantities & sizes

Item No.	Quantity	Unit	Size
01.	15	Pair	06
02.	100	Pair	07
03.	100	Pair	08
04.	100	Pair	09
05.	40	Pair	10
06.	10	Pair	11

Specifications:

01. Product should have made using high quality natural leather.
02. The country of manufacturing shall be indicated in the offer.
03. Category of protection offered should be CE EN 345-1 or CE EN 347-1 conforming to latest editions. (Manufacture should prove that the product meets the above standards).
04. Date of manufacture to be embossed on out sole.
05. UK / FRENCH sizing embossed on out sole.
06. Toe protection tested with 200 Jules impact. (Conforming to latest edition of EN 347)
07. Heat resistant on cleaned out sole - specify the temperature.
08. Penetration Resistant outsole (Mid plate construction).
09. Anti - Static property (to be embossed on out sole) or to be given in the manufacture's technical data.
10. Slip resistant property (to be embossed on out sole) or to be given in the manufacture's technical data.
11. Water resistant upper leather and out sole.
12. Cut resistant.
13. **Model – Ankle Type Toe Protection – Padded collar up to ankle**
14. Product to be ergonomically designed to have superior fit, comfort and compatibility for longer period of wearing capability by reducing the foot fatigue.

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15. *Supplier should provide certified test certificate and international safety standards included in the product.*
16. *Supplier should provide one year product warranty or two years warranty on shelf life.*
17. *Product resistance to extreme working conditions.*
18. *Local manufactures who satisfy all above conditions will be given preference.*
19. *Each pair of safety shoe should be packed in separate cardboard box.*

Samples:

Failure to supply the sample/s along with the Bid shall result in the bid being rejected

SCHEDULE OF PRICES - SUPPLY OF SAFETY SHOES

Item NO.	Qty Required	Unit	Safety Shoes with Steel Toe Cap	Price (Rs.) without Taxes	
			Size	Unit	Total
1.	15	Pair	06		
2.	100	Pair	07		
3.	100	Pair	08		
4.	100	Pair	09		
5.	40	Pair	10		
6.	10	Pair	11		

		Amount - Rs.
Less Discount, if any		
Total Price - Without Taxes		
VAT - If applicable		
Any Other Tax (.....) - If applicable		
Total Delivered-at-site Price Inclusive of all taxes	Amount in figures	
	Amount in words	

Offer validity

Name of Manufacturer

Country of Origin

Port of Shipment (If any)

Delivery Period

Agreed to abide by all General Conditions in Section I & the Scope of supply in Section II of the tender

.....
Signature of Bidder

Date :

Company Address:

.....
Company Stamp

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)]

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, 21 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)]

INVITATION FOR NATIONAL COMPETITIVE BIDS
CEYLON PETROLEUM CORPORATION - REFINERY DIVISION
PUBLIC TENDER 4514T
SUPPLY OF SAFETY SHOES WITH STEEL TOE CAP

The Chairman, Department Procurement Committee, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka will receive sealed Bids from Local Suppliers for the supply of above mentioned items.

Any Bidder submitting a bid, shall pay a nonrefundable document fee of Rs. 1,000.00 on a request letter to the Cashier, 5th Floor, CPC Head Office, No. 609, Dr. Danister de Silva Mawatha, Colombo – 09 or to the Cashier, Refinery Division, Sapugaskanda, Kelaniya before 1500 hours on any working day up to 23-August-2024 & also payments can be made in cash to the Ceylon Petroleum Corporation's People's Bank Account No. 004100110208633 referring tender number & bidders name in short.

Bidding document, which comprises the conditions of the Tender and the specification is available on websites www.ceypetco.gov.lk & www.dgmarket.com.

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 28-August-2024 and will be opened immediately thereafter at the Refinery Conference Room.

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

දේශීය තරගකාරී මිළ ගණන් කැඳවීම
ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව (පිරිපහදු කාර්යාංශය)

ප්‍රසිද්ධ ටෙන්ඩර් - 4514T

ආරක්ෂක පාවහන් සැපයීම
(SAFETY SHOES WITH STEEL TOE CAP)

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව, පිරිපහදු කාර්යාංශය, සපුගස්කන්ද, කැලණිය, ශ්‍රී ලංකාව හි දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවෙහි සභාපති විසින් දේශීය සැපයුම්කරුවන්ගෙන් මිළ ගණන් කැඳවීමේ පත්‍රයේ සඳහන් පිරිවිතර හා කොන්දේසි වලට සම්පූර්ණයෙන් අනුකූල වූ ඉහත සඳහන් දෑ සැපයීම සඳහා මුද්‍රා තබන ලද මිළ ගණන් කැඳවනු ලැබේ.

කිසියම් ලන්සු තබන්නෙකු, මිළ ගණන් ඉදිරිපත් කරන්නේ නම්, අයදුම්පත් සඳහා ආපසු නොගෙවන රු.1,000.00 ක මුදලක් 2024-අගෝස්තු-23 දින 1500 වන පැය දක්වා කාර්යාල දිනවලදී අංක 609, වෛද්‍ය ඩැනියෙල් ද සිල්වා මාවත, කොළඹ 09, ස්ථානයෙහි පිහිටි ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාවෙහි ප්‍රධාන කාර්යාලයෙහි 05වන මහලෙහි මුදල් අයකැමිට හෝ පිරිපහදු කාර්යාංශය, සපුගස්කන්ද, කැලණියහි මුදල් අයකැමිට ලිපියක් ඉදිරිපත්කිරීමෙන් මුදලින් කල යුතු අතර සියළු ගෙවීම් ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාවේ 004100110208633 දරණ මහජන බැංකුවේ ගිණුම හරහා ටෙන්ඩර් අංකය සහ ලන්සුකරුගේ නම කෙටියෙන් සඳහන් කරමින් මුදලින් කල හැකිය.

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

තවද ටෙන්ඩර් පත්‍ර පහත සඳහන් අයගෙන්ද ලබා ගත හැකිය.

මිළ ගණන්, දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවේ සභාපති විසින් 2024-අගෝස්තු-28 දින 1430 පැය දක්වා බාරගන්නා අතර එම මොහොතේම පිරිපහදු සම්මන්ත්‍රණ ශාලාවේදී විවෘත කරනු ලැබේ.

කළමනාකාර (ද්‍රව්‍ය)
ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව
පිරිපහදු කාර්යාංශය,
සපුගස්කන්ද, කැලණිය,
දු.ක. 011 2 400 110