



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

REFINERY DIVISION

PUBLIC TENDER 4537T

BIDDING DOCUMENT

SUPPLY OF SEAMLESS HEAT EXCHANGER TUBES

**INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT &
TECHNICAL SPECIFICATIONS**

**CHAIRMAN - DPC
CEYLON PETROLEUM CORPORATION
REFINERY DIVISION
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01. INSTRUCTIONS TO BIDDERS (ITB)

1.1. INTRODUCTION

The Chairman, Department Procurement Committee, on behalf of the Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka will receive sealed Bids from manufacturers or their authorized export agents abroad or authorized local agents (Manufacturer's or Export Agent's) for the Supply of **Seamless Heat Exchanger Tubes** conforming to the Terms & Technical Specifications indicated in Section 3 and Terms & Conditions given under this Bidding Document.

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

ELIGIBLE BIDDERS:

- a. All bidders shall possess legal rights to supply the Goods under this contract.
- b. A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents.
- c. A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA) / National Procurement Commission (NPC), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA/NPC, www.npa.gov.lk / www.nprocom.gov.lk & www.treasury.gov.lk.
- d. Foreign Bidders may submit a bid only if so stated in the Bidding Document.

1.2. ISSUE OF BIDDING DOCUMENTS

Bidding Documents can be obtained up to on 14-July-2025. 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.

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 Manager (Materials) as per 1.7.1 (a).

1.3. 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 will result in the bid being rejected.
 01. Name & the profile of the Manufacturer and Country of Manufacturing
 02. Bid Submission Form – **Annex 'A'**
 03. Bid Security Guarantee – **Annex 'C'**

04. Receipt of Payment of Document fee
05. Manufacturer's Authorization Letter as per **Annex 'E'** including the certification that the goods offered are in good condition & conforming to the specifications (Not applicable if the items available on ex-stock basis with the bidder & CPC is willing to buy from the stock).
06. Letter/s of Authorization – Vide Clause 1.10
07. Schedule of Prices – **Annex 'B'** duly completed and signed.
08. Availability of Mill Test Certificates (including Chemical Composition & Physical Properties) according to EN 10204 type 3.1 to be indicated
09. Bid-Securing Declaration - **Annex 'D'**
10. If offered in foreign currency, a pro-forma invoice from the foreign principal.
11. Copy of Business Registration & Public Contract Registration per Clause 1.11 (PCA 3 Form)
12. Form of Compliance / Deviation Sheet – **Annex 'H'**. Any other deviation to be clearly indicated in Annex 'I' in an attachment.

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.

Note:

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

1.4. SUBMISSION OF BIDS

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

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

Note: Alternative Bids / Options

Multiple bids from same manufacturer can be submitted as separate bids which should be supported by a separate bid security guarantee.

Bidders should either fill Annex "B" – Section 1 of 2 or Section 2 of 2 as applicable & submitted & if both are submitted it should be done under two separate bid deposits as two bids even though the goods / equipment offered is the same.

1.5 SEALING, MARKING, CLOSING & RECEIPT OF BIDS

Bids shall be submitted in Duplicate as per annexed schedule of Prices. The original & duplicate copy of the Bid shall be placed in separate envelopes marked "ORIGINAL" & "DUPLICATE". Envelopes shall be enclosed in one securely sealed cover, which shall be marked "TENDER NO. 4537T FOR THE SUPPLY OF **SEAMLESS HEAT EXCHANGER TUBES** – CLOSING DATE 16-JULY-2025" on the top left-hand corner & the Bidder's name & address on the bottom left-hand corner.

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Bids sealed, enclosed, marked and addressed as aforesaid, shall be sent under Registered Cover to reach the Chairman, DPC, C/O Secretary to the Refinery Manager, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka not later than 1430 hours on 16-July-2025. If, the Bidders choose not to send their Bids under Registered Cover, they could deposit such Bids in the Tender Box provided for this purpose at the Office of Refinery Manager, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

1.6. MINIMUM VALIDITY PERIOD OF BIDS

- (a) All bids shall necessarily be valid up to 01-October-2025.
- (b) All prices indicated in the schedule of prices shall be firm and shall not be subject to any price variation within the validity period of offer specified in (a) above.
- (c) In exceptional circumstances, prior to the expiration of the bid validity period, CPC may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security/deposit. A Bidder granting the request shall not be required or permitted to modify its bid.
- (d) On acceptance of the offer within the above mentioned validity date of offer should be extended by another 14 days for purposes of opening Letter of Credit and other required documentation.

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

1.7. CLARIFICATIONS

1.7.1

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

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

Fax : 0094 - 112400434 / 436 / 5528919

E-mail : refmaterials@sltnet.lk

Clarifications should not be sent to the address reftend@sltnet.lk as such clarifications will not be replied

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

1.7.2 – Amendments

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

1.8. OPENING OF BIDS

Bids will be closed at 1430 hours on 16-July-2025 & will be opened immediately thereafter at the Refinery Conference Room.

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

1.9 LATE BIDS

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

1.10 LETTER OF AUTHORIZATION

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

1.11 BUSINESS REGISTRATION & PUBLIC CONTRACT REGISTRATION

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

Where any person is an agent, sub-agent, representative or nominee for or on behalf of a bidder / principal supplier he shall first produce a certificate of his appointment as agent, sub-agent, representative or nominee to the Registrar before he registers himself under the public contract. [Contact details of the Registrar: Department of Registrar of Companies, "Samagam Medura",

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No. 400, D R Wijewardena Mawatha, Colombo 10 / Tel.: +94-11-2689208 / +94-11-2689209 / Email: registrar@drc.gov.lk .(Contact details may vary from actuals & CPC does not take any responsibility in this regard)]

1.12 BID 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 or a foreign bank with the guarantee confirmed by a recognized commercial bank operating in Sri Lanka payable to the Ceylon Petroleum Corporation, in a sum of Sri Lankan Rupees 75,000/=.

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 (Annex 'C').

Bid Guaranties received from unsuccessful Bidders will be returned to them after an award is made. The Bid Security Guaranty of the successful Bidder will be returned after receipt of the Performance Guarantee.

Important:

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

1.13 BID-SECURING DECLARATION

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

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

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

1.14. SCHEDULE OF PRICES

- (a) Bids shall be in the form of a Pro-forma Invoice in two (02) copies indicating Country of Origin, Port of Shipment, H.S. Code, Terms of Payment and Delivery Period. Rates quoted shall be computed on the basis of C&F Colombo, showing FOB Value and freight charges (realistic) separately. Bidders are also required to duly sign and return the Schedule of prices, marked **Annex “B”** indicating their offers in detail together with the Pro-forma Invoice.

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- (b) Prospective Bidders are requested to submit their bids in any internationally accepted currency.
- (c) All agents' Commission & installation charges (if any) shall be disclosed in Sri Lankan Rupees in the appropriate row of the schedule of prices.
- (d) **Annex 'B'** shall be completed by the bidder in full. Bids not on the prescribed form and not in the manner required will be rejected.
- (e) Bidders shall provide in the prescribed form of schedule of prices- marked Annex "B", the name and address of his agents, if any, in Sri Lanka.
- (f) The principal bidder (the receiver of payment) should essentially sign the Schedule of Prices.
- (g) Bids on C&F (CFR) / Foreign currency are preferred than giving a Rupee bid on Import & Supply basis. However, if the bidder intend (i) to import & supply (ii) to supply newly manufactured imported items / locally manufactured items which are available locally on Ex-Stock basis (iii) to supply items which will be manufactured locally, please forward offers in Sri Lankan Rupees on "Delivered-at-Site" basis as per Annex B – Section 2 of 2

1.15. CORRECTION OF ERRORS

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

1.16. EVALUATION OF BIDS

- (a) All offers received will be examined to determine the eligibility of bidder's responded and substantial responsiveness of bids received. A substantially responsive bid is one, which conforms to the terms, conditions and specifications of the Bidding Document. Incomplete bids will be rejected.
- (b) Only the bids determined to be substantially responsive will be evaluated and compared. Award will be made to the lowest responsive evaluated bid.
- (c) Offers will be evaluated on total cost basis including Local Agency Commission (if any).

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- (d) However, CPC reserves the right to evaluate bids with freight obtained from Ceylon Shipping Corporation, insurance obtained from government approved institutions and place orders either on CIF basis or C&F basis or FOB basis and to arrange freight through Ceylon Shipping Corporation or any other freight forwarder & insurance from any government approved institution.
- (e) Also, CPC reserves the right to evaluate bids on item wise price or lump sum basis & make split orders / single order considering the economic benefit to CPC provided such split orders are acceptable to the bidders (s) selected by CPC.

Bids for part supply of items may be rejected depending on the nature of the requirement..

- (f) The price quoted in foreign currency will be converted to Sri Lanka Rupees at the selling exchange rate determined by the Central Bank of Sri Lanka prevailing on the date of opening of Bids.
- (g) Offers are evaluated on C&F basis in general. However, if any bid on Delivered at Site basis is available, evaluation will be done on total Delivered at Site price basis. Bids received on C&F basis (in foreign currency), will be converted in to Delivered at Site price by adding Customs Duty, Surcharge, Cess, PAL, VAT, NBT, SRL, Computer & other charges, Port Authority & handling charges, Wharf clearing charges, Transport charges, Local Agency Commission (if any) & Any other prevailing charges.
- (h) Those who are eligible for import tax concessions shall indicate the same clearly in detail with relevant certifications. In such case, a bank guarantee covering the total concession amount with validity of 6 weeks longer than delivery period shall be submitted along with the bid. The bank guarantee will be released only after clearance of cargo from Sri Lanka Customs. If not, standard prevailing tax rates will be applied in the evaluation of bids.

1.17 POWER TO ACCEPT OR REJECT BIDS

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

1.18. NOTICE OF ACCEPTANCE

Acceptance of bid will be communicated by fax / E-mail and confirmed in writing by registered post to the successful bidder to the address given by him, soon after the receipt of DPC decision. Any change of address of the bidder should be promptly notified to the Manager (Materials), Ceylon Petroleum Corporation, Materials Department, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

02. CONDITIONS OF CONTRACT (COC)

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 substantially in the format given in Annexure "G".
- 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.
- 2.1.3** 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.
- 2.1.4** The letter of credit will be opened 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 delivery of the item.
- 2.1.5** To expedite opening of Letter of Credit (L/C), the successful bidder shall on his own account instruct his Bank to Fax/Email the Ceylon Petroleum Corporation, the date, amount and validity period of the Performance Guarantee.

2.2. MODE OF PAYMENT

- 2.2.1** Mode of payment will be by 100% an irrevocable Non-transferable Letter of Credit by Negotiation within 60 days from the date of BL. **(Note: Seller may check & make necessary arrangements with bankers to obtain 60 days credit facilities. There is a mechanism to get funds by the suppliers immediately on submission of Shipping Documents at a discounted value).** The following information is very essential for CPC to obtain the necessary Import Licence and for establishment of Letter of Credit without delay. Hence you are kindly requested to incorporate same in your Proforma Invoice.
 - 2.2.1.1** Pro-forma Invoice Number, Date, Supplier's Address & Contact details such as Fax No, E-mail & Tel. Number.
 - 2.2.1.2** Country of Origin of the goods.
 - 2.2.1.3** Country of Shipment of goods.
 - 2.2.1.4** The Harmonized System (HS) Number or Numbers for each item of goods.
 - 2.2.1.5** State mode of shipment i.e. whether by Airfreight or Sea freight
 - 2.2.1.6** Name and address of the bank for negotiation of L/C.

2.2.2 Agency Commission will be paid after receipt of goods at CPC warehouse and on satisfactory completion of the order. In the “Schedule of Prices”, the Bidder shall indicate the Agent’s Commission in Sri Lankan Rupees & the local agency commission will be paid only in Sri Lankan Rupees. **Important:** Bidders should not include their Local Agency Commission in FOB/C&F cost. (This is a measure of foreign currency preservation)

2.2.3 In case of Import & Supply, payment will be made within one month after satisfactory delivery to CPC Refinery warehouse at Sapugaskanda and acceptance of the relevant certificates / reports & Items by the Ceylon Petroleum Corporation.

If the bidder requests, local L/C can be opened in case of Delivered-at-Site basis.

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

2.2.5 No payment will be made to local entity in foreign currency.

2.3. SHIPMENT AND DELIVERY

(a) Immediately after the consignment is shipped, the supplier shall send to Ceylon Petroleum Corporation, an Email / Fax stating the name of the Vessel with quantities shipped. Also, within 03 days from the date of the Bill of Lading, 04 copies of each of the following shipping documents shall be sent by courier, addressed to the Manager (Materials), Ceylon Petroleum Corporation, Refinery Division, Materials Department, Sapugaskanda, Kelaniya, Sri Lanka.

(b)

i) Clean on Board, freight prepaid / freight to pay (as per award) Bills of Lading in favour of Sri Lankan Bank nominated by CPC, showing destination as Colombo and notifying party as Ceylon Petroleum Corporation.

ii) Manually signed invoices in quadruplicate, showing FOB, Local Agent’s Commission if any, freight and C&F Colombo

iii) Packing List in quadruplicate.

iv) Certificate of Manufacturer stating that the items shipped were manufactured by them and indicating Country of Origin.

v) Certificate of Quality in detail, issued by a recognized Institute (such as ISO) accredited by the Government of the Country of Origin to issue such Certificates.

(c) It is the responsibility of the supplier to submit the shipping documents complied with payment terms to the bank & make them available at the nominated bank in Sri Lanka in time enabling CPC to clear the cargo from customs & airport / harbor. However, in case of cargo demurrage / detention charges / shipping guarantee charges incurred due to delay in submitting shipping documents, the supplier is held liable for such charges & the supplier should reimburse such costs incurred to CPC within 14 days of receipt of a claim with supporting documents from CPC.

Bidder not agreeing to this 2.3 (c) clause may result in the bid being rejected. If bidder does not agree to this, then bid will be weighted by adding 1% of CFR value in competitive bid evaluation process.

2.4. DEFAULT BY SUCCESSFUL BIDDER

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

2.5. ASSURANCE ON DELIVERY

The successful Bidder will be called upon to supply to the Ceylon Petroleum Corporation the **Seamless Heat Exchanger Tubes** conforming to specifications and strictly abide by the agreed delivery dates, which should be less than

1. 90 Calendar Days to date of shipment – If offered in foreign currency on CIF basis

2. 110 Calendar Days - If offered in Sri Lankan Rupees on Delivered-at-Site basis

from the date of establishment of the Letter of Credit / 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.

2.6 PACKING

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

2.7. CREDIT OR AID LINES

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

2.8. LOCAL TAXES/CUSTOMS LEVIES

Customs Duty at the Port of Colombo and other levies will be paid by the CPC, and should not be included in the bid price in case bid is on CIF basis.

2.9. FORCE MAJEURE

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

2.10. ARBITRATION/ APPLICABLE LAW

- 2.10.1 All the disputes arising out of this agreement will be settled in accordance with the provisions of the Arbitration Act No. 11 of 1995, Sri Lanka & UNCITRAL rules.
- 2.10.2 All proceedings and hearings by the Arbitrator shall be held in Sri Lanka Arbitration will be conducted under the rules of the ICLP Arbitration Centre and the Arbitration Act No. 11 of 1995, Sri Lanka.
- 2.10.3 The law applicable to this procurement / contract is Sri Lankan Law.

2.11. WARRANTY

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

3. SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS & OTHER CONDITIONS

Items to be Supplied:

Item No.	Qty.	Unit	Description
01.	2,000	No.	Seamless Heat Exchanger Tube Size: OD – ¾", Thickness – 14 BWG Length – 6,100 mm Material – ASTM A179
02.	110	No.	Seamless Heat Exchanger Tube Size: OD – ¾", Thickness – 12 BWG Length – 6,100 mm Material – ASTM A179

CD

GENERAL CONDITIONS

01. Country of Manufacturing of the items should only be Europe, Japan, South Korea, South Africa or USA.
02. Mill test certificates shall be provided in accordance with EN 10204 3.1 & the Mill Test Certificate should be provided for CPC approval before shipment.

Bid Submission Form

Public Tender No.: **4537T**

Date:

To: ***Ceylon Petroleum Corporation***

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Conditions of Contract the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid without VAT / FOB, including any discounts offered is: *[insert the total bid price in words and figures];*
- (d) The total price of our Bid including VAT / CIF, and any discounts offered is: *[insert the total bid price in words and figures];*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.6. (a), from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 1.5, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with Conditions Of Contract for the due performance of the Contract; (if applicable)
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 1.1.b.;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract (if any) is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PUBLIC TENDER 4537T**ANNEX – 'B'** (Section 1 of 2 – If offered in foreign currency)**SCHEDULE OF PRICES****SUPPLY OF SEAMLESS HEAT EXCHANGER TUBES**

Item No.	Qty.	Unit	Description	FOB Price (Currency.....)	
				Unit	Total
01.	2,000	No.	Seamless Heat Exchanger Tube Size: OD – ¾", Thickness – 14 BWG Length – 6,100 mm Material – ASTM A179		
02.	110	No.	Seamless Heat Exchanger Tube Size: OD – ¾", Thickness – 12 BWG Length – 6,100 mm Material – ASTM A179		

		Amount (Currency)
Less Discount, if any		
Total FOB – Excluding Local Agency Commission (if any)		
Freight Charges		
Insurance Charges		
Total CIF	In numerical	
	In words	

		Without Taxes	With VAT – if applicable
Local Agency Commission, if any - Rs.	In numerical		
	In words		

H. S. Code / s		Warranty Period Offered	
Estimated Shipping Dimensions			

Offer Validity

Name of Manufacturer

Country of Manufacturing

Port of Shipment

Delivery Period

Name of Principal Bidder per clause 1.10.e

Name & Address of Local Agent, if any

.....

Items offered are brand new & in good condition & complying with Mode of Payment Clause 2.2.1

.....

Date Signature of Principal Bidder Company Stamp

PUBLIC TENDER 4537T**ANNEX – 'B'** (Section 2 of 2 – If offered in Sri Lankan Rupees)

SCHEDULE OF PRICES
SUPPLY OF SEAMLESS HEAT EXCHANGER TUBES

Item No.	Qty.	Unit	Description	Price - SLR (Without taxes)	
				Unit	Total
01.	2,000	No.	Seamless Heat Exchanger Tube Size: OD – ¾", Thickness – 14 BWG Length – 6,100 mm Material – ASTM A179		
02.	110	No.	Seamless Heat Exchanger Tube Size: OD – ¾", Thickness – 12 BWG Length – 6,100 mm Material – ASTM A179		

		Amount (Rs.)
Less Discount, if any		
Total Price - Without Taxes		
Transport Charges, if any		
VAT – If applicable		
Total Delivered-at-site Price	In numerical	
	In words	

H. S. Code / s:	Warranty Period Offered:
------------------------	---------------------------------

Offer Validity

Name of Manufacturer

Country of Manufacturing

Port of Shipment

Delivery Period

Name & Address of the Company

.....

Items offered are brand new & in good condition

.....
Date

.....
Signature of Bidder

.....
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)]

Bid-Securing Declaration

Date:

Name of contract: ***Purchase of Seamless Heat Exchanger Tubes***
Invitation for Bid No.: ***Public Tender 4537T***

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

We, the undersigned, declare that:

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

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

In the Capacity of [insert title]

Name [insert printed or typed name]

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

.....
Company Stamp

Format of Manufacturer’s Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Tender No.:

To: Chairman – Department Procurement Committee

WHEREAS

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

We hereby confirm all goods offered are manufactured by us & are in good condition & conforming to the specifications exactly as mentioned in **Scope of Supply, Technical Specifications & Other Conditions**. (Any deviation to be clearly indicated below)

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

Company Address:

.....

Company Stamp

Title:

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

Date :

ABBREVIATIONS

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

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)]

COMPLIANCE / DEVIATIONS SHEET

Please mark "✓" if complied with the tender requirement or mark "X" if there is any deviation and indicate the deviation in the cage provided.

	Specification / Condition	Complied	Deviations if any
1.	Document Fee Paid for each Principal Bidder		
2.	Bid Security per Clause No. 1.12 Given		
3.	Bid Submission From & Bid-Securing Declaration per Clause No. 1.12 Given		
4.	FOB, Freight, Insurance Taxes (separately) Given		
5.	Offer Validity		
6.	Schedule of Prices (Annex "B") Duly Filled Stamped, Signed & Forwarded		
7.	Agreed with Payment Terms as per Clause 2.2 (60 days credit) & Other Requirements		
8.	Agreed with Shipment & Delivery conditions per Clause No. 2.3 (a), (b) & (c)		
9.	Letter of Authorization/s per Clause No. 1.10		
10.	Format of Manufacturer's Authorization per Annex 'E'		
11.	Specifications & Other Conditions as Section 3		
12.	Agreed with the Requirement for Pre-Shipment Approval of CPC for Mill Test Certificate to Permit Shipment		
13.	Agreed with Delivery Period per Clause No 2.5		
14.	Agreed with Freight arrangement through Ceylon Shipping Corporation or any other freight forwarder		
15.	Literature / Catalogues & Other Technical Data Given		
16.	Name of the Manufacturer / Compliance to Country of Manufacture requirement of Scope of Supply		
17.	Compliance with Performance Guarantee per Clause No. 2.1		
18.	Country of Manufacturing, Port of Shipment & the HS Code/s Given		
19.	Name & Address of Local Agent (if any) & Agency Commission Given		
20.	If Relevant, VAT Registration No. Given		
21.	Deviations from Specifications, terms & conditions, if any, indicated		
22.	Documentary proof for recent supplies made to customers in similar magnitude Given		
23.	Copy of Business registration & Public Contract registration per Clause 1.11		
24.	Warranty & Other Conditions		
25.	Other Deviation, if any		

.....
Company Stamp

.....
Signature of the Bidder

INVITATION FOR INTERNATIONAL COMPETITIVE BIDS

CEYLON PETROLEUM CORPORATION **(REFINERY DIVISION)**

PUBLIC TENDER 4537T

SUPPLY OF SEAMLESS HEAT EXCHANGER TUBES

The Chairman, Department Procurement Committee, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka will receive sealed Bids from reputed manufacturers, their authorized export agents abroad or their authorized local agents (Manufacturer's or Export Agent's) for the Supply of above mentioned items conforming to the Terms & Conditions given under the Bidding Document.

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 14-July-2025 & 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 16-July-2025 and will be opened immediately thereafter at the Refinery Conference Room.

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

Tel.: 0094-11-2400110

Email: ref.materials@ceypetco.gov.lk

ජාත්‍යන්තර තරගකාරී මිල ගණන් කැඳවීම

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව (පිරිපහදු කාර්යාංශය)

ප්‍රසිද්ධ ටෙන්ඩර් - 4537T

**මුට්ටු (පැස්සුම්) රහිත තාප හුවමාරුකරණ නල (SEAMLESS
HEAT EXCHANGER TUBE) සැපයීම**

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව, පිරිපහදු කාර්යාංශය, සපුරාස්කන්ද, කැළණිය, ශ්‍රී ලංකාව හි දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවෙහි සභාපති විසින් නියෝජ්‍යයන්ගෙන් හෝ විදේශයන්හි සිටින ඔවුන්ගේ බලය ලත් අපනයන කරුවන්ගෙන් හෝ ඔවුන් බලය පවරන ලද දේශීය නියෝජිතයන්ගෙන් හෝ මිල ගණන් කැඳවීමේ පත්‍රයේ සඳහන් පිරිවිතර හා කොන්දේසි වලට අනුකූල වූ ඉහත සඳහන් දෑ සැපයීම සඳහා මුද්‍රා තබන ලද මිල ගණන් කැඳවනු ලැබේ.

කිසියම් ලන්සු තබන්නෙකු, මිල ගණන් ඉදිරිපත් කරන්නේ නම්, අයදුම්පත් සඳහා ආපසු නොගෙවන රු. 1,000.00 ක මුදලක් 2025-ජූලි-14 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 05 වන මහලෙහි මුදල් අයකැමිට හෝ පිරිපහදු කාර්යාංශය, සපුරාස්කන්ද, කැළණියෙහි 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.

මිල 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.

මිල ගණන්, දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවේ සභාපති විසින් 2025-ජූලි-16 දින 1430 පැය දක්වා බාරගන්නා අතර එම මොහොතේම පිරිපහදු සම්මන්ත්‍රණ ශාලාවේදී විවෘත කරනු ලැබේ.

කළමනාකාර (ද්‍රව්‍ය)

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව

පිරිපහදු කාර්යාංශය,

සපුරාස්කන්ද, කැළණිය

දු.ක. 011 2 400 110

වි.තැ. ref.materials@ceypetco.gov.lk