



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

REFINERY DIVISION

PUBLIC TENDER 4542T

BID DOCUMENT

UPGRADING OF DIESEL GENERATOR PROGRAMMABLE LOGIC CONTROLLER

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

CHAIRMAN - DPC

CEYLON PETROLEUM CORPORATION

REFINERY DIVISION,

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1. INSTRUCTIONS TO BIDDERS (ITB)

1.1. INTRODUCTION

The Chairman, Department 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 Programmable Logic Controller System manufacturers or their authorized export agents abroad or accredited local agents (Manufacturer's or Export Agent's) for the Upgrading of the Diesel Generator Programmable Logic Controller 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, <http://www.npa.gov.lk/> <http://www.nprocom.gov.lk> & www.treasury.gov.lk.
- d) Any foreign bidder submitting a bid directly should necessarily be represented in Sri Lanka by an authorized agent whose name shall be clearly indicated in the bid.
- e) Bidders having the following qualifications will only be qualified for bidding and failure in providing proofs of the following qualifications will result in the Bid being disqualified.

QUALIFICATION AND EXPERIENCE OF THE BIDDER

Bidder shall have at least ten years of experience in Design, Detailed Engineering, Site Installation, Site Supervision and Commissioning of internationally reputed Programmable Logic Controller based control systems. The equipment offered in the bid shall be from an ISO 9001 certified manufacturer. Further, bidder should have completed at least five (05) projects on Design, Supply, Installation and Commissioning of internationally reputed Programmable Logic Controller based control systems which exceed a minimum Input/Output count of 500 that have been successfully commissioned during the last 5 years prior to the original bid closing date of this tender.

1.2. BASIS OF BID

- a) Bidders shall submit duly completed “Annexure A-Bid Submission Form”, “Annexure B-Bid Securing Declaration” and “Annexure D-Schedule of Prices” along with other required documents, giving a lump sum fixed price for the complete job as per the scope of work in this bid document with VAT and/or any other applicable taxes, cost of payment provident fund, insurance coverage of construction labour, supervision, transportation costs, cost of hired construction equipment etc.
- b) The bidders who are registered for the purpose of VAT shall indicate the amount of VAT claimed separately in the bid documents along with VAT registration number. If the bidder is not registered for VAT, only the net value of the bid shall be indicated.
- c) A clear breakdown of the lump sum fixed price of all items in “Annexure D-Schedule of Prices” shall also be submitted.
- d) To facilitate evaluation and 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.
- e) Additional services provided by the bidder not covered by this Bid document shall be clearly stated for the consideration of DPC.
- f) Exceptions to CPC's Bid document shall also be clearly stated by the bidder. If no exception is stated, DPC would assume that the bid fully conforms to the conditions in this Bid document.
- g) All alterations and erasures in bid offer shall be initialed by the bidder.

1.3. ISSUE OF BID DOCUMENTS

Bidding Documents can be obtained up to 1500 hours on 23-June-2025. Any Bidder submitting a bid, shall pay a nonrefundable document fee of Rs. 12,500.00 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-June-2025 and also payments can be made in cash to the Ceylon Petroleum Corporation's People's Bank Account No. 004100110208633 referring tender number and 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,

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

Tel: 94-11-2400427/2400110 Fax: 94-11-2400434/2400436

Bidders are not permitted to do any alterations in the Bid Document in any form whatsoever. Any such alterations in the Bid Document by the bidder may be liable for disqualification.

1.4. 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 for themselves on their own responsibility all information that may be necessary for preparing of the bid and entering into the contract.

Pre Bid meeting will be held on 24-June-2025 at 0930 hours at the Training Center Auditorium of CPC Refinery.

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 have collected Bid Document. For this purpose the Bidders shall inform the contact person and his telephone number when collecting the Bid Document.

1.5. DOCUMENTS & DETAILS TO ACCOMPANY BID

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

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

1. Name & the profile of the Manufacturer and Country of Manufacturing.
2. Bid Submission Form - **Annexure 'A'**
3. Bid-Securing Declaration - **Annexure 'B'**
4. Bid Security Guarantee - **Annexure 'C'**
5. Schedule of Prices - **Annexure 'D'**
6. Receipt of Payment of Document fee
7. Form of Compliances/Deviation Sheet - **Annexure 'G'**. Any other deviation to be clearly indicated in an attachment as **Annexure 'J'**.
8. Complete technical proposal.
9. Manufacturer's certification that the goods offered are brand new items, no prototypes and conforming to the specifications. Further, the manufacturers shall guarantee the availability of spares for a minimum period of 10 years.
10. Letter of Authorization from the manufacturer in the event that the bidder is not the manufacturer.
11. Authentication letter from the company authorizing the signatory for signing the tender on behalf of the company.
12. Name and address of the accredited local agent and a copy of the valid Certificate of Registration of the local agent issued by the Registrar of Companies.
13. Letter of Authorization for the local agent from the bidder.
14. Copy of the registration certificate of Accredited Local Agent issued by Registrar of Public Contract in terms of the Public Contract Act No. 3 of 1987 on submission of Form PCA3.
15. Documentary proof of similar projects completed by the bidder within the past 5 years.
16. Copy of ISO 9001 certificates of the Manufacturer.

17. Manufacturer's illustrated technical literature complete with detail Technical Specifications, Drawings, pertaining to the Programmable Logic Controller based control System.
18. Project execution plan.
19. Project master schedule.
20. Project organization chart.
21. Bidder's company profile, place of business, audited financial report of the company for last three years, (i.e year 2021, 2022 and 2023) and financial report for year 2024, number of years of experience and records of past experience during last 10 years in the installation and commissioning of Programmable Logic Controller based control System.

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 Devices/Equipment supplied.
3. Electricity and other utility requirement during installation.
4. List of recommended spare parts and their breakdown cost for 2 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.

Note:

Bids sent by foreign registered suppliers invited by CPC to bid directly & submitting bids with involvement of local agent & without making tender deposits will be rejected.

(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)

1.6. SUBMISSION OF BIDS

If the bid is being submitted directly by the Principals, they should necessarily be represented in Sri Lanka by an authorized agent whose name shall be clearly indicated in the bid. The person who signs the bid should be properly authorized to sign the bid on behalf of the company.

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 Annexure D-Section 1 of 2 or Section 2 of 2 as applicable and submit. 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.

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 Upgrading of the Diesel Generator Programmable Logic Controller.
- (b) Section 11 – Commercial proposal giving lump sum fixed price as per the price schedule attached (Annexure-D) and terms and conditions of payment.
Further the bidder shall submit detailed Bill of Quantities for each item 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 installations of Programmable Logic Controller based control systems undertaken by the bidder and client testimonials.

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

Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. **Failure to furnish all the information required in the Bid Documents or submission of a bid not fully responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.**

1.7. SEALING, MARKING, CLOSING & RECEIPT OF BIDS

Bids shall be submitted in duplicate as per the conditions specified in the Bid 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. 4542T FOR THE UPGRADING OF DIESEL GENERATOR PROGRAMMABLE LOGIC CONTROLLER – CLOSING DATE 09-JULY-2025” 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 09-July-2025 to reach the,

**Chairman – Department Procurement Committee,
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:

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

1.8. MINIMUM VALIDITY PERIOD OF BIDS

1. All Bids shall necessarily be valid for acceptance for a minimum period of hundred & twenty one days (121) days (**i.e up to 07-November-2025**) from the closing date of the tender. Bidder should however, clearly indicate the maximum period that their Bid would be valid.
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 1.8.1 above.
3. In exceptional circumstances, prior to the expiration of the bid validity period , CPC may solicit the Bidder's consent for an extension of the period of validity. The request and the response there to shall be made in writing. The Bid Security Guarantee provided under Clause 1.15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security Guarantee. A Bidder granting the request will neither be required nor permitted to modify their bid.
4. 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.
5. Bids that do not comply with the above requirements will be considered as non-responsive.

1.9. AMENDMENTS/CLARIFICATIONS

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 Bid Document. For this purpose, Bidders shall inform the contact person and his telephone number when collecting the Bid Document.
2. 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. 1.7.

**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

3. Where prospective bidder has not sought any such clarification, such bidder shall be deemed to have accepted the Bid document in full.
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.

1.10 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BIDS

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.
2. The Bidder's modifications shall be prepared, sealed, marked and despatched as follows:
3. The Bidders shall provide an Original and a Duplicate, as specified in the ITB clause 1.7 of any modifications to his Bid, clearly identified and in two envelopes, duly marked **"TENDER NO. 4542T FOR THE UPGRADING OF DIESEL GENERATOR PROGRAMMABLE LOGIC CONTROLLER – CLOSING DATE 09-JULY-2025"**. The envelopes shall be sealed in an outer envelope, duly marked **"BID MODIFICATIONS"**.
4. 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 – Department Procurement Committee,
Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda, Kelaniya.
Sri Lanka.**

bearing the Bid name and the words **"BID WITHDRAWAL NOTICE"**.

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

1.11. OPENING OF BIDS

Bids will be opened at 1430 hours on 09-July-2025 at the Conference Room of Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

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 offered and, the availability of bid security guarantee. Technical Data, Specifications or similar information will not be divulged.

Department Procurement Committee may, at its discretion, extend the deadline for submission of Bids, by amending the Bid Document in which case all rights and obligations of DPC and the Bidders will thereafter be subjected to the deadline as extended.

1.12 LATE BIDS

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

1.13 LETTER OF AUTHORIZATION

1. 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.
2. 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.
3. Nomination of Agents after the Bid has been submitted will not be valid.
4. In the event that the Principal is not the Manufacturer, the Principal should hold the Letter of Authorization from the manufacturer and shall furnish documentary proof of his arrangements with the Manufacturer.
5. Principal means the party 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 only.

1.14 BUSINESS REGISTRATION & PUBLIC CONTRACT REGISTRATION

1. Local Agents in Sri Lanka, submitting the Bid should register with the Registrar of Companies and shall produce a legally attested 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 submitted along with the bid.
2. Any person who act as an agent or sub-agent, representative or nominee for or on behalf of any bidder / principal supplier, shall register himself 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 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 actuals & CPC does not take any responsibility in this regard)]

1.15 BID SECURITY GUARANTEE

1. Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the Bid will be held valid for a period of hundred & twenty one days (121) days (i.e up to 07-November-2025) from the closing date of the tender, 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 approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum of Rupees One Million Five Hundred Thousand only (Rs. 1,500,000/=).
2. The Bid Security Guarantee shall be unconditionally encashable on demand by Ceylon Petroleum Corporation and shall be valid for 151 (One Hundred and Twenty One) days (i.e. up

to 08-December-2025) from the date of closing of Bid. A format of Bid Security is attached in "Annexure C".

3. Bid Securities from unsuccessful Bidders will be returned to them after the award is made to the successful Bidder. The Bid Security Guarantee of the successful Bidder will be returned only 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

1.16 BID SECURING DELCALARION

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 Bid Securing Delcalarion Annexure "B" is attached.

- a) **If offered in C&F basis – The Local Agent and the Foreign Principal shall be suspended in case of failure / default as per Bid Securing Delcalarion – Annexure "B".**
- b) **If offered in Delivered-at-Site basis – The Local bidder shall be suspended in case of failure / default as per Bid Securing Delcalarion – Annexure "B".**

Failure to submit the Bid-Securing Declaration along with the bid on 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.

1.17. SCHEDULE OF PRICES

1. Bid 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. Codes, 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.
2. Bidders are also required to duly sign and return the Schedule of Prices Annexure "D", indicating their Bids in detail together with the Pro-forma Invoice.
3. Prospective Bidders are requested to submit their offers in foreign currency which are freely convertible in Sri Lanka (i.e. US\$, GBP, EURO & JPY) as per "Annexure D".
4. Bidders shall provide in the prescribed form of schedule of prices- marked Annexure "D", the name and address of his agent in Sri Lanka.
5. The principal bidder (the receiver of payment) should essentially sign the Schedule of Prices.
6. All Agent's Commissions, (if any), shall be disclosed in Sri Lanka Rupees in the appropriate column of the Schedule of Prices.
7. Annexure "D" shall be completed by the bidder in full. Bids not on the prescribed form and not in the manner required will be rejected.
8. Bids on C&F/ Foreign currency are preferred than submitting a bid in Sri Lankan Rupee bid on import & supply basis. However, if any bidder intends to quote on import & supply basis, they are required to submit offers in Sri Lankan Rupees on "Delivered-at-Site" basis as per Annexure "D" – Section 2 of 2.

9. If a bid contains both local and foreign components, bidders shall submit as per Annexure “D” – Section 1 of 2 and any component in local currency shall clearly indicate applicable taxes such as VAT, etc.

1.18. 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.

- 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.
 - I. The unit rate as quoted will govern.
 - II. 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.
- c) The amount stated in the Bid Securing Declaration 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.
- 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.

1.19. BID EVALUATION & REJECTION

The DPC will carry out the 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.

Bidders should Fax/Email and confirm in writing any query raised by CPC, on the proposals at the stage of evaluation of bids within seven (07) days of receipt of such query. Failure to furnish a response by the bidder within this time frame may result in the bid being treated as non-responsive.

The evaluation methodology will be on the following basis.

- 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 evaluated substantially responsive bid.
- c) Offers will be evaluated on total cost basis including Local Agency Commission (if any).
- 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.
- f) Bids for part supply of items may be rejected depending on the nature of the requirement..
- g) 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.
- h) 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, SSCL, Computer & other charges, Port Authority & handling charges, Wharf clearing charges, Transport charges, Local Agency Commission (if any) & Any other prevailing charges.
- i) 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.

1.20 POWER TO ACCEPT OR REJECT BIDS

1. The Department Procurement Committee will not be bound to make the award to the bidder submitting the lowest bid.
2. The Department Procurement Committee reserves the right to reject any or all Bids, without adducing any reasons.

1.21 AWARDING CRITERIA

Subject to ITB Clauses 1.19, contract will be awarded to the successful Bidder, whose bid has been determined to be lowest evaluated substantially responsive bid, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.22 NOTICE OF ACCEPTANCE

1. 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 the 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.
2. The successful Bidder will be called upon to enter into an Agreement with CPC. A specimen Form of Agreement is attached as Annexure “F”.

1.23 QUALITY ASSURANCE

The manufacturer/principal shall possess ISO 9001 quality assurance certificate for design, development and manufacturing of Programmable Logic Controller based control systems.

2. 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

1. Within fourteen (14) days of the receipt of notification of award from CPC, the successful bidder shall furnish at his own expense a Performance Guarantee in the form of a bank guarantee, 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 which is payable to the CPC on demand in a sum equivalent to 10% of the grand total value given in Annexure "D" of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Annexure "E" denominated in the currency of the contract.
2. If the successful Bidder fails to furnish Performance Guarantee as aforesaid his name will be placed in the list of defaulting contractors.
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.
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 Ninety (90) days from the expected date of successful commissioning of the Programmable Logic Controller based control system.
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.
6. In the event of extension of the Contract period, validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Ceylon Petroleum Corporation not later than 30 days following the issue of final acceptance certificate by the Ceylon Petroleum Corporation.

2.2. MODE OF PAYMENT

Mode of payment will be by 100% an irrevocable Non-transferable Letter of Credit and 95% of the L/C value will be released as per the part payment schedule given below. Balance 5% will be released after 24 months from the date of successful commissioning and acceptance of the Programmable Logic Controller based control system.

1. 10% of the total cost of item No 01 and 02 of Schedule of price in Annexure "D" 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 Programmable Logic Controller based control system.

2. 75% of total cost of item No 04 of Schedule of prices in Annexure “D” will be paid on completion of the Factory Acceptance Test (FAT) and training 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) and training at manufacturer’s facility.
3. 40% of total cost of item No 01 and 02 of Schedule of prices in Annexure “D” 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.
 - a) Commercial Invoice
 - b) Packing List
 - c) Full set of “On Board” Bill of Lading
 - d) Authorization letter issued by CPC after successful completion of Factory Acceptance Test (FAT)
4. 45% of item No 01 and 02, 95% of item No 03 and 20% of item no 04 of Schedule of price in Annexure “D” will be paid against the successful commissioning & acceptance of the Programmable Logic Controller based control 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.
5. 5% of total cost of item No 01, 02, 03 and 04 of Schedule of price in Annexure “D” will be released after 24 months from the date of successful commissioning & handing over of the Programmable Logic Controller based control system. Payment will be released on submission of a certificate to the bank issued by CPC.
6. Agency Commission shall be paid only after the successful commissioning & acceptance of the Programmable Logic Controller based control system. 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)
7. The following information is very essential for CPC to obtain the necessary Import Licence and for establishment of Letter of Credit without delay. Hence bidders are kindly requested to incorporate same in the Proforma Invoice.
 - a) Pro-forma Invoice Number, Date, Supplier’s Address & Contact details such as Fax No, E-mail & Tel. Number.
 - b) Country of Origin of the goods.
 - c) Country of Shipment of goods.
 - d) The Harmonized System (HS) Number or Numbers for each item of goods.
 - e) State mode of shipment i.e. whether by Airfreight or Sea freight
 - f) Name and address of the bank for negotiation of L/C.
8. No payment will be made to a local entity in foreign currency.

2.3. FACTORY ACCEPTANCE TEST (FAT) AND TRAINING FOR CPC STAFF

1. FACTORY ACCEPTANCE TEST (FAT)

Bidder shall make necessary arrangements to perform a Factory Acceptance Test (FAT) of the **Programmable Logic Controller based control system** at manufacturer's works at their own expenses in presence of two (02) CPC representatives. The bidder shall provide forty five (45) days' notice to CPC prior to the FAT with seven (7) days confirmation notice. The FAT procedure and test plan shall be submitted to the CPC at least fourteen (14) days prior to the scheduled FAT for review and approval. CPC shall have full authority to reject any material or workmanship of the Programmable Logic Controller based control systems Programmable Logic Controller based control system or a component which does not complies with the relevant standards, specifications and quality as specified in this invitation to Bid Document.

2. ENGINEERING TRAINING FOR CPC STAFF

A comprehensive training on system Engineering, Installation, Commissioning and Troubleshooting shall be conducted by the bidder for two (02) CPC representatives at a dedicated training facility of the manufacturer and details of the proposed training shall be submitted along with the bid. The bidder shall provide forty five (45) days' notice to CPC prior to the training with seven (7) days confirmation notice. This training shall be arranged along with the Factory Acceptance Test since the same CPC representatives would participate for both training and FAT.

3. EXPENDITURE RELATED TO FACTORY ACCEPTANCE TEST AND TRAINING FOR CPC STAFF

All expenditures (including but not limited to food, accommodation, air tickets up to the closest international airport to the manufacturer's works for all CPC officials) related to the Factory Acceptance Test (clause 2.3.1) and engineering training for CPC staff at manufacturer's training facility (clause 2.3.2) shall be included in **item no 04** of the Schedule of prices in Annexure "D". Bidder shall arrange airport pickup and inland traveling for Factory Acceptance Test, training, examining & inspection. The bidder shall also supply free of charge labor & assistance as may be required from time to time for the purpose of such training, examinations, inspections & testing. In the event of an unsuccessful FAT, bidder shall make necessary arrangements to reschedule a FAT and all expenditures related to the rescheduled FAT which are mentioned above shall be borne by the bidder. In addition, the cost of the air tickets of CPC officials for the rescheduled FAT shall also be borne by the bidder.

4. OPERATOR TRAINING FOR CPC STAFF

A comprehensive training on system operation shall be conducted by the bidder for forty (40) CPC operation staff members of the Refinery, Sapugaskanda. The training shall be conducted at site after the successful commissioning of the Programmable Logic Controller based control system. All relevant expenditure shall be included in **item no 03** of the Schedule of prices in Annexure "D".

2.4. SHIPMENT AND DELIVERY

1. 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.
 - a) Clean on Board, freight prepaid / freight to pay (as per award) Bills of
 - b) Lading in favour of Sri Lankan Bank nominated by CPC, showing destination as Colombo and notifying party as Ceylon Petroleum Corporation.
 - c) Manually signed invoices in quadruplicate, showing FOB, Local Agent's Commission if any, freight and C&F Colombo
 - d) Packing List in quadruplicate.
 - e) Certificate of Manufacturer stating that the items shipped were manufactured by them and indicating Country of Origin.
 - f) Certificate of Quality in detail, issued by a recognized Institute (such as ISO) accredited by the Government of the Country of Origin to issue such Certificates.
2. 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.
3. Bidder not agreeing to Clause 2.4.2 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.

2.5. DEFAULT BY SUCCESSFUL BIDDER

1. If for any reason in the opinion of the Ceylon Petroleum Corporation, the successful bidder becomes incapable or unable to Design, Supply, Installation and Commissioning the Programmable Logic Controller based control system as per the contract within the specified time period, Ceylon Petroleum Corporation shall notify the Contractor in writing specifying the cause of the dissatisfaction. Ceylon Petroleum Corporation shall have the absolute discretion to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company to the satisfaction of the Company.
2. If the successful Bidder defaults in the Design, Supply, Installation and Commissioning the Programmable Logic Controller based control 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, Installation and Commissioning the Programmable Logic Controller based control system conforming with the specifications, he shall be liable to pay to Ceylon Petroleum Corporation, all losses, damages and expenses incurred by Ceylon Petroleum Corporation in consequence of such default or breach.

3. If the successful Bidder fails to Design, Supply, Installation and Commissioning the Programmable Logic Controller based control system as specified here in, he is liable to penalties as specified in this ITB document clause 2.11.

2.6. ASSURANCE OF COMPLETION

The successful Bidder will be called upon to Design, Supply, Installation and Commissioning the Programmable Logic Controller based control system for Diesel Generators of the Sapugaskanda Refinery, 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 Ceylon Petroleum Corporation. A specimen form of Agreement is annexed marked –Annexure ‘F’.

2.7. CREDIT OR AID LINES

If the Upgrading of Diesel Generator Programmable Logic Controller could be carried out 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 C&F basis.

Payment of all relevant local expenses such as VAT/expatriate personnel taxes/provident fund for all erection labour & supervision shall be the responsibility of the bidder.

2.9. PROJECT SCHEDULE

1. The project schedule should be maximum 32 weeks from the date of awarding the contract to the date of successful commissioning and handing over.
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.
3. The bidder shall clearly indicate the number of days that a complete shutdown of the Generator is required in the project schedule.
4. Also the bidder shall submit resource allocation/bar chart for the entire project at various phases including manpower and equipment.
5. Bidder shall submit a monthly progress report indicating actual and planned progress of the project.

2.10. SITE ACCEPTANCE TEST (SAT)

1. Bidder shall perform a Site Acceptance Test (SAT) of the Programmable Logic Controller based control system upon the completion of the installation. The SAT procedure and test plan shall be submitted to the CPC at least fourteen (14) days prior to the proposed date of the SAT for review and approval.
2. Any test failure on the Programmable Logic Controller based control system shall be rectified by the Bidder, at his own expense, and shall be re-tested to the satisfaction of the CPC representatives.
3. SAT procedure and related documentations signed by both parties shall be furnished to CPC upon successful completion of the SAT.
4. CPC shall issue a final acceptance certificate upon successful completion of the SAT.

2.11. COMMISSIONING

1. Commissioning follows the completion of SAT and precedes startup.
2. Commissioning shall be performed and controlled by the operation staff in coordination with Programmable Logic Controller based control system provider's commissioning staff.
3. Before commissioning starts, training for operation staff should have been completed as they will be part of the commissioning team.
4. At the start of commissioning a full set of up-to-date documentation should be available. As the commissioning proceeds, problems are identified, and solutions are implemented.
5. All commissioning and startup spares including consumables required up to commissioning, system acceptance and handing over of the system shall be in the bidder's scope.

2.12 LIQUIDATED DAMAGES

The Contractor shall 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 total contract value per week subject to a maximum liability of 10% of the total contract value. The supplier in these circumstances will also render himself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in CPC bids.

2.13 DAMAGES TO CPC PROPERTIES

At any stage of the project execution, if the contractor intentionally or unintentionally causes any damage to the existing CPC properties, the contractor shall make necessary arrangements to restore the damaged properties to the existing conditions at their own cost within a reasonable time period or otherwise CPC shall hold the right to claim the cost of restoration from the contractor.

2.14 WARRANTY AND AVAILABILITY OF SPARES

1. The complete system shall carry a comprehensive warranty for 2 years 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. Any defect found during this warranty period shall be attended to by the supplier at their own cost (labor & spare parts), and any defective parts should be replaced with new parts free of charge.
3. Availability of the spares shall be guaranteed at least 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.

2.15 ARBITRATION

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. 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.
3. The law applicable to this procurement / contract is Sri Lankan Law.
4. Performance of the contract shall continue during Arbitration proceedings.

2.16 FORCE MAJEURE

Contractor or CPC shall not be responsible for any delay or failure hereunder resulting from causes beyond their control including but not being only restricted to acts of god, fires, explosions, flood, earthquakes, wind storms, national strikes national riots national walk-outs, national boycotts, wars, laws, regulations or acts of any government or from other cause beyond contractor's control and which by the exercise of due diligence contractor or CPC is unable to prevent.

2.17 INSURANCE COVER

The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the period of the contract.

2.18 SECURITY CLEARANCES

1. The Refinery premises is considered a high security zone and all contractors' personnel shall abide by the security regulations, prevailing and those which might be enforced as and when necessary due to changing circumstances. The contractor shall be responsible for producing Police clearance for local personnel intended to be engaged in this project, if requested by CPC security.
2. All contractors' personnel and their vehicles will be required to obtain gate passes before entering into the Refinery.
3. Any part of the work that is to be sub contracted should be notified during the process of bidding and the name of the contractor along with the offer. If the contractor is to be changed after the award, written permission of the CPC will have to be obtained.

2.19 SAFETY REGULATIONS & REGULATIONS FOR THE PREVENTION OF FIRE TO BE OBSERVED DURING SITE INSTALLATION AND COMMISSIONING

Following regulation requirements shall be observed by the contractor, his sub-contractors (if any) and his and their workers, agents and invitees during the site installation work within the Refinery premises.

All persons engaged in work at Diesel Generators of the Sapugaskanda Refinery (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 or his representative (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 Refinery 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.

3. SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS

3.1. INTRODUCTION

The 02 Nos of Diesel Generators of the Refinery has been in operation for nearly 20 years from the initial installation. The existing control system was implemented using Allen-Bradley Make PLC5 series Programmable Logic Controller which has come to its end of life cycle based on the Rockwell official information. Hence, CPC decided to perform an Upgrading of the Diesel Generator Programmable Logic Controller to maintain a smooth operation of the Generators with minimum disturbances.

The existing system architecture is given in Annexure “H” and the proposed system architecture is given in Annexure “T”.

3.2. SCOPE OF WORK/SUPPLY BY THE BIDDER

1. Design, Supply, Installation, Testing and Commissioning of complete Programmable Logic Controller (PLC) based control system including the development of ladder diagram, programming of PLC, preparation of input/output list, Instrumentation Loop drawings and development of SCADA/HMI displays.
2. Bidder shall investigate the possibility of utilizing the existing Flex I/O modules of the remote racks. If bidder decides to use those Flex I/O modules, the communication module of the remote racks shall be replaced to facilitate the proposed fiber communication. Otherwise, all remote racks shall be replaced completely.
3. The existing cable wirings shall be reused. However, the cable termination at the PLC end shall be within the bidder's scope.
4. Supply and installation of all network components required for the interconnection of remote I/O panels (including fiber optic cables and terminations) shall be within the bidder's scope. The existing conduit network shall be used for the deployment of fiber cables between buildings.
5. Supply of tools, testing equipment and safety gears for the bidder's personnel shall be within the bidder's scope.
6. The Bidder's scope also includes but not limited to, all the activities of Project Management, Design, Engineering, Procurement, Manufacture, Assembly, Integration, Quality Assurance, Quality Control of the system, Factory/Shop Testing, Factory Acceptance Test (FAT), Packaging, Forwarding, Installation/Erection, SAT, Commissioning, Start-up, Test runs, putting into operation of the system complete in all respects, stabilization of the complete system, supply of Spares, Documentation, Training, etc. required for the successful Operation and Maintenance of the PLC control system.

7. Bidder shall ensure that the proposed PLC control system meets the requirements of the tender, its objectives, functional and specific requirements described in the specifications and taking care of complete requirements of the tender and various attachments.

3.3. SCOPE OF WORK/SUPPLY BY CPC

1. CPC shall bear the responsibility of Custom clearance, unloading, loading, handling & transportation at sites and storage of the PLC control system and its components in case of an offer made under C&F basis.
2. CPC shall provide the existing system drawings, system configuration and a hard copy of the existing ladder logic diagram.
3. All internal wirings up to the PLC shall be within CPC Scope except the termination cables to the new PLC modules.
4. Deployment of the fiber optic cables (supplied by the bidder) through the existing conduit network shall be within CPC Scope.

3.4. TECHNICAL SPECIFICATIONS

This specification defines the minimum requirements for the Design, Supply, Installation, Testing and Commissioning of a Programmable Logic Controller based control system for the Diesel Generators of the Sapugaskanda Refinery. This specification intends to establish guidelines and minimum requirements for the Design, Supply, Installation and Commissioning of Programmable Logic Controller based control system and not to supersede any relevant international standard or good engineering practices, but to supplement. The Contractor is deemed to be an expert in this field and will be responsible for the design, supply and installation and commissioning of a fully functional and reliable Programmable Logic Controller based control system using state of the art technology.

1. System Capabilities/Features

The proposed PLC-based control system shall be of a modular design that can be expanded for future requirements. The Input and Output modules shall have hot-swap capability. The system shall be a dual redundant system with redundancy for the processor and power supply. The system shall generate an alarm which is visible through the SCADA/HMI or a Digital Output when any of the system devices fails. In the event of a failure of a redundant module, it shall be possible to replace the faulty module without any interruption to the system. Further, the proposed PLC shall meet the requirements as per IEC 61131/61499 standards (latest edition). In case of a power failure, the processor shall be capable of holding programming and configuration data for at least 45 days in the internal memory. Some of the key features expected from the proposed system are indicated below while the proposed system at minimum is expected to have all the features of the existing system. However, bidders are encouraged to incorporate any added feature that would enhance system performance and capabilities based on the bidder's expert knowledge and previous experience.

(a) Trending

The system shall have a module for trending feature which is capable of generating different types of trends such as Single Bar, Multiple Bar, X-Y, Numeric, etc. The

configuration of all trend pages shall be customizable by the users. The trend data storage shall be capable of holding data at least of last 180 days which can be retrieved at anytime later. The module shall be able to show at least:

- Real-Time Trending
- Historical Trending
- Archived Historical Trending
- Cursor Read Out
- Zoom & Scroll
- Trend Comparisons

(b) Alarm/Event Logging

The alarm/event log shall have two listings, one for current alarms and the other for historical alarms/events. The alarm/event log shall display process alarms and operator actions in the order and time they are generated, together with the status of each alarm tag (acknowledged, unacknowledged, active). The priority level associated with each alarm shall also be displayed in the summary. Acknowledgment for individual alarms shall be allowed at this display. However total acknowledgment feature within the alarm summary display shall not be allowed.

Alarm/event storage capacity shall hold at least the last 5,000 alarms/events on file. At the end of a calendar day, all alarms in that particular day shall be saved on to a file that can be retrieved later. Modification of data stored in alarm/event log shall not be permitted to any authority level.

(c) System Diagnostics

The system diagnostic shall be capable of performing self-checks on various components of the Programmable Logic Controller based control system. At a minimum, the following features shall be included.

- All field input signals shall be monitored for errors. All errors shall be alerted and logged. The error indications shall be categorized as communication failure, measuring device failure or software failure.
- All diagnostic information shall be displayed, alarmed. Stored in historical files and included in reports. This diagnostic information shall include details of failure type, system status and configuration modifications.

(d) System Security

The HMI and main application software shall have at least 3 user groups. The security level of a certain group and authorization shall be configurable by the system administrator. All groups shall have a pre-set security level.

It shall be possible to create individual user accounts within the user groups with unique passwords, security levels and authorization for each user. Each user's actions shall be logged with a timestamp for future reference.

(e) Engineering/Operator Station

- The Engineering/Operator stations shall be able to interact with all modules of the Programmable Logic Controller based control system and shall be capable of system

configuration, programming, graphic modification and downloading all data into the system. Also, the Engineering stations shall be capable of performing Operator station functions. A proper security system shall be included to avoid unauthorized access.

- The PLC control system shall be capable of accepting configuration changes from the Engineering stations in Operation mode, and this shall not cause interruption or stoppage to the control actions, information processing and data transfer to the servers. Full engineering and configuration licenses are to be provided.
- The Engineering stations shall be capable of backing up configuration data onto removable storage media such as USB hard disk or optical storage media.
- The Engineering stations shall be a server-grade computer with RAID1 configuration and it shall be equipped with a high resolution 24" LED Monitor, CPU, Hard Disk Drives, data back-up storage units, keyboard, mouse and communication interfaces with the PLC control system. The configuration of the Engineering stations shall be the latest commercial grade available.
- Each Engineering/Operator station shall be provided with an A4 size color laser printer for printing logs, report generation and screen-printing purposes.
- The operating system software for all the computers and the application software used in computers shall be of their latest version and original licensed copies for each of the PC's/system along with certificates shall be provided by the bidder. All computers as a part of this project shall have commercially available licensed Anti-virus software (latest versions).
- Each Engineering/Operators station shall be supplied with suitable capacity UPS with a minimum backup time of 1 Hour.

(f) System Recovery and Backup

The system shall be capable of automatic data backup of all system configuration and process parameters. The system shall also be capable of retrieving all configuration parameters once a system failure has been cleared. The system shall have the necessary storage capacity for storing all the process parameters, reports, event logs and alarm logs for a duration of a minimum of 12 months.

2. Communication Interfaces

All the communication interfaces and protocols used within the PLC control system shall be internationally standardized. The system shall be scalable to allow adding new devices to the network at later stages.

3. Spares for Programmable Logic Controller based control system

- a) Bidder shall provide a set of spares that is sufficient for the maintenance of the PLC control system for a period of a minimum of 2 years operation. However, this shall have a minimum of a main processor, a power supply, a main communication module and 10% of other installed hardware.
- b) Bidder shall identify the special tools required for functional/proof testing & maintenance and any other recommended tools for the specialized procedure. Special tools shall be itemized in the spares list.

- c) Recommended spares should take into account related factors of equipment reliability, the effect of equipment downtime upon the throughput of the PLC control system, cost of parts, availability/lead time.
- d) Bidder shall guarantee the availability of the spares for a minimum period of 10 years from the date of handing over the system. After 10 years, should an item become obsolete; the bidder shall inform the CPC about the replacement or an alternative in advance.

4. Fiber Optic Cables

- (a) All outdoor cables shall be XLPE/PVC insulated steel wire armored direct buried type.
- (b) Make, Country of origin and **country of cable manufacture** shall be indicated in the offer.
- (c) The manufacturer shall have at least 10 years continuous manufacturing process of offered type cables
- (d) The manufacturer shall be ISO 9001 certified company for offered type cable production facilities.
- (e) Type Test certificates shall be required for offered cables.
- (f) Cable drum and packing shall be seaworthy and cable ends shall be sealed.
- (g) Printed product catalogs and technical details in the English language are to be provided along with the offer for evaluation purposes.
- (h) Company profile, experience in manufacturing, testing facilities references shall be provided along with the offer.
- (i) Details of the internal and export market shall be provided along with the offer.

5. Available Power at site

24VDC, 20A power for the new PLC system is available. Bidder shall provide estimated electrical demand along with the proposal. However, for the Engineering/ Operator stations 230V/50Hz power supply is available.

3.5. INSTALLATION

1. Installation of the PLC control system shall be done by the bidder in coordination with CPC staff. This shall include the following and but not limited to:
 - (a) Removal of existing system.
 - (b) Installation of system hardware at the control room and remote locations.
 - (c) Installation of the computer system.
 - (d) Installation of communication network hardware.
 - (e) Field cable termination at PLC end.
 - (f) Programming of PLC and development of SCADA graphics.
2. Bidder or their accredited local agent shall deploy a technically competent team and the deployed team shall be capable of performing all installation work required for the successful completion and handing over of the PLC control system.

3.6. TESTING

Several tests must be carried out on the PLC control system. The following tests are a minimum requirement and shall be carried out on the total deliverable system hardware and software. The system shall be fully configured to provide all functions as detailed in the Specification. Any external system interfaces must be adequately simulated by Bidder's equipment.

1. Pre-Factory Acceptance Test (Pre-FAT)

Before the start of the FAT, the Bidder shall conduct a pre-FAT inspection and testing of the systems to ensure that it is ready for FAT. All systems shall be subject to a burn-in test of 72 hours continuous powered- up condition. The system shall be functionally tested using simulated inputs and monitoring output. The results of the inspection and review shall be forwarded to the CPC to assess the state of readiness for FAT.

2. Factory Acceptance Test (FAT)

- a) Bidder shall make necessary arrangements to perform a Factory Acceptance Test (FAT) of the PLC control system at the manufacturer's works at their expense. The FAT procedure and test plan shall be submitted to the CPC at least fourteen (14) days before the proposed date of the FAT for review and approval.
- b) CPC representatives shall have full authority to reject any item or equipment, including all software, hardware and documentation of the PLC control system which does not in the opinion of the CPC representative, comply with the relevant standards and specifications as specified in this invitation to Bid Document.
- c) Any test failure on the PLC control system shall be rectified by the Bidder, at his own expense, and shall be re-tested to the satisfaction of the CPC representatives.
- d) A copy of the signed off FAT procedure, punch list and related documentation shall be furnished to the CPC representative upon successful completion of the FAT.

3. Site Acceptance Test (SAT)

- a) Bidder shall perform a Site Acceptance Test (SAT) of the PLC control system upon the completion of the installation. The SAT procedure and test plan shall be submitted to the CPC at least fourteen (14) days before the proposed date of the SAT for review and approval.
- b) Any test failure on the PLC control system shall be rectified by the Bidder, at his own expense, and shall be re-tested to the satisfaction of the CPC representatives.
- c) SAT procedure and related documentation signed by both parties shall be furnished to CPC upon successful completion of the SAT.
- d) CPC shall issue a final acceptance certificate upon successful completion of the SAT.

3.7. COMMISSIONING

1. Commissioning follows the completion of SAT and precedes startup.
2. Commissioning shall be performed and controlled by CPC staff in coordination with the PLC control system provider's commissioning staff.
3. Before commissioning starts, CPC operation staff should have been trained on the operation of all new equipment as they will be part of the commissioning team.
4. At the start of commissioning a full set of up-to-date documentation as stated in clause 3.8 shall be available. As the commissioning proceeds, problems are identified, and solutions are implemented.
5. With the commissioning completed, the PLC control system shall be ready for startup and putting into operation.
6. All commissioning and startup spares including consumables required up to commissioning, system acceptance and handing over of the system shall be in the bidder's scope.

3.8. DOCUMENTATION

1. Catalogues containing specifications, options, mounting details, functions/features of the quoted products shall be sent along with the quotation.
 2. Bidder shall submit three copies of comprehensive installation, operation and maintenance manual bound into a single volume. The manual shall be in English and shall not merely duplicate the information available in this specification. The manual shall at least include the following information.
 - a) Detailed specifications and Manuals of the offered hardware and software.
 - b) Operation and Troubleshooting Instructions.
 - c) Ladder logic diagram.
 - d) As-built drawings.
 - e) HMI/SCADA Graphics.
 - f) Spare parts list.
 3. Bidder shall submit the complete manual as a soft copy also.
 4. Backup copies of the PLC control system Configuration and HMI/SCADA shall be provided.
- All literature shall be in the English language.

Bid Submission Form

Public Tender No.: **4542T**

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 1.8.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 1.7, 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 1.1.2. 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]*

Bid-Securing Declaration

Date:

Name of contract: *Upgrading of Diesel Generator Programmable Logic Controller*Invitation for Bid No.: *Public Tender 4542T*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 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 UPGRADING OF DIESEL GENERATOR PROGRAMMABLE
LOGIC CONTROLLER**

Item No.	Qty. Required	Unit	Description	Amount (Currency.....)
01	01	Set	Programmable Logic Controller based control system as per Bid Document Clause No.3.4	
02	01	Set	Set of spares for Programmable Logic Controller based control system as per Bid Document Clause No.3.4.3	
<i>Less Discount (if any)</i>				
Total FOB				
<i>Total Freight charges</i>				
Total C & F cost in figures				
Total C & F cost in words				

			Amount (Currency.....)
03	Cost of Installation, Testing, Commissioning & site Training for CPC operation staff as per Bid Document Clause No. 2.3.4		
04	Cost of Factory Acceptance Test (FAT) & Training for CPC staff as per Bid Document Clause Nos. 2.3.1, 2.3.2 & 2.3.3		

		Without Taxes	With VAT – If applicable
Agency Commission	<i>Amount in figures</i>	SLR.	SLR.
	<i>Amount in words</i>		

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

**SCHEDULE OF PRICES FOR THE UPGRADING OF DIESEL GENERATOR PROGRAMMABLE
LOGIC CONTROLLER**

Item No.	Qty. Required	Unit	Description	Amount (Rs). Without Taxes
01	01	Set	Programmable Logic Controller based control system as per Bid Document Clause No.3.4	
02	01	Set	Set of spares for Programmable Logic Controller based control system as per Bid Document Clause No.3.4.3	
03	Cost of Installation, Testing, Commissioning & site Training for CPC operation staff as per Bid Document Clause No. 2.3.4			
04	Cost of Factory Acceptance Test (FAT) & Training for CPC staff as per Bid Document Clause Nos. 2.3.1, 2.3.2 & 2.3.3			
Less Discount (if any)				
Total Price-Without Taxes				
Transport Charges, if any				
VAT-if applicable				
Grand Total in figures				
Grand Total in words				

		Without Taxes	With VAT- 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

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:

UPGRADING OF DIESEL GENERATOR PROGRAMMABLE LOGIC CONTROLLER

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

 (herein after 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, Ministry Appointed Procurement Committee, invited tenders for the supply of the **Upgrading of Diesel Generator Programmable Logic Controller** for Ceylon Petroleum Corporation by Notice dated

AND WHEREAS "the Contractor", submitted to the Chairman, Department Procurement Committee, Ceylon Petroleum Corporation his Bid Ref. No. dated in regard to the **Upgrading of Diesel Generator Programmable Logic Controller** which Bid had been accepted by the "Corporation". The said Bid, Instructions to Bidder's/Manufacturer's, 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 **Upgrading of Diesel Generator Programmable Logic Controller** 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 the **Upgrading of Diesel Generator Programmable Logic Controller** 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 the **Upgrading of Diesel Generator Programmable Logic Controller** work 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 in **Upgrading of Diesel Generator Programmable Logic Controller** according to the Bid, the Ceylon Petroleum Corporation shall have the right to obtain the **Upgrading of Diesel Generator Programmable Logic Controller** 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, in the **Upgrading of Diesel Generator Programmable Logic Controller** or breaches the Conditions of this Agreement with the Ceylon Petroleum Corporation for the **Upgrading of Diesel Generator Programmable Logic Controller** 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 **Upgrading of Diesel Generator Programmable Logic Controller** 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 total contract value per week for such delayed period up to a maximum of 10% of the total contract value. 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 local agency commission to be made through a Letter of Credit established 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 **Upgrading of Diesel Generator Programmable Logic Controller**. 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 ITB document. Balance 5% will be paid after 24 months from the date of successful commissioning and acceptance by CPC.
- Payment**
- For**
- Terminal**
- Automation**
- System**
- Supplied**
8. All Notices and Orders to be served upon the Contractor shall be deemed to have been duly served if sent by registered post to -----
- Serving**
- Of**
- Notice**
- 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 **Upgrading of Diesel Generator Programmable Logic Controller**, 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 panel of 02 arbitrators and a 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) Performance of the contract shall continue during Arbitration proceedings.
- (3) All proceedings and hearings by the Arbitrator shall be held in Sri Lanka.
- 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 Terminal Automation System 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 Materials Manager" shall mean the officer for the time being holding the office of, or for the time being performing the functions of the Materials Manager 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:.....

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. Where applicable, please provide documentary proof along with the bid for the following points. Where documentary proof is not applicable, please make a statement as to whether requirements given under each point can be complied with fully or with deviations if any.

Commercial

	Specification / Condition	Compliance		Deviations if any
		Yes	No	
01	Bid For All Items & Full Quantities.			
02	Bid Security Guarantee & Its Validity.			
03	FOB, Freight separately given.			
04	Bid Validity.			
05	Schedule of Prices (Annexure "D") duly filled, stamped, signed & forwarded.			
06	Agreed with payment terms & other requirements for negotiation of Letter of Credit as given in clause no. 2.2 of Conditions of Contract,			
07	Agreed with FAT & Training for CPC Staff.			
08	Shipment & Delivery Requirements.			
09	Letter of Authorization from the manufacturer in the event that the bidder is not the manufacturer			
10	Manufacture/Principal ISO certified			
11	Literature / Catalogues & other Technical Data (complete technical proposal) given.			

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 Company Stamp

.....
 Signature of the Bidder

	Specification / Condition	Compliance		Deviations if any
		Yes	No	
12	Manufacturer's illustrated technical literature complete with detail Technical Specifications, Drawings, pertaining to the Programmable Logic Controller based control system given.			
13	Name of the Manufacturer, Country of Manufacture & Port of Shipment given.			
14	Name & Address of Local Agent.			
15	Letter of Authorization for the local agent from the bidder and documentary proof of engagement of local agent with the manufacturer/bidder within the past five years.			
16	If Relevant, VAT Registration No. of local agent Given.			
17	A copy of the Business Registration as per clause 1.14.			
18	A copy of the valid Certificate of Registration issued by the Registrar of Public Contract as per clause 1.14.			
19	Authentication letter from the company authorizing the signatory for signing the tender on behalf of the company.			
20	Bid Securing Declaration as per Annex 'B' given			
21	Assurance of availability of spares for a minimum period of 10 years.			
22	Warranty for the complete system for 2 years from the date of commissioning and acceptance.			

.....

Company Stamp

.....

Signature of the Bidder

	Specification / Condition	Compliance		Deviations if any
		Yes	No	
23	Past supply records of Programmable Logic Controller based control system for International market together with details of such deliveries for recent 10 years for the capacities similar or above.			
24	Project execution plan including the Gantt chart.			
25	Any other variations and /or deviations from specifications or conditions if any.			

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Company Stamp

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Signature of the Bidder

Technical

	Specification / Condition	Compliance		Deviations if any
		Yes	No	
01	Make/Model			
02	Design			
03	Redundancy			
04	Compliance to IEC61131/61499			
05	Hot-swap capability			
06	Trending			
07	Alarm Logging			
08	System Diagnostics			
09	System Security			
10	Engineering/Operator Station			
11	System Recovery & Backup			
12	Communication Interfaces			
13	Power Supply			
14	Spares			
15	Installation			
16	Testing			
17	Commissioning			
18	Documentation			

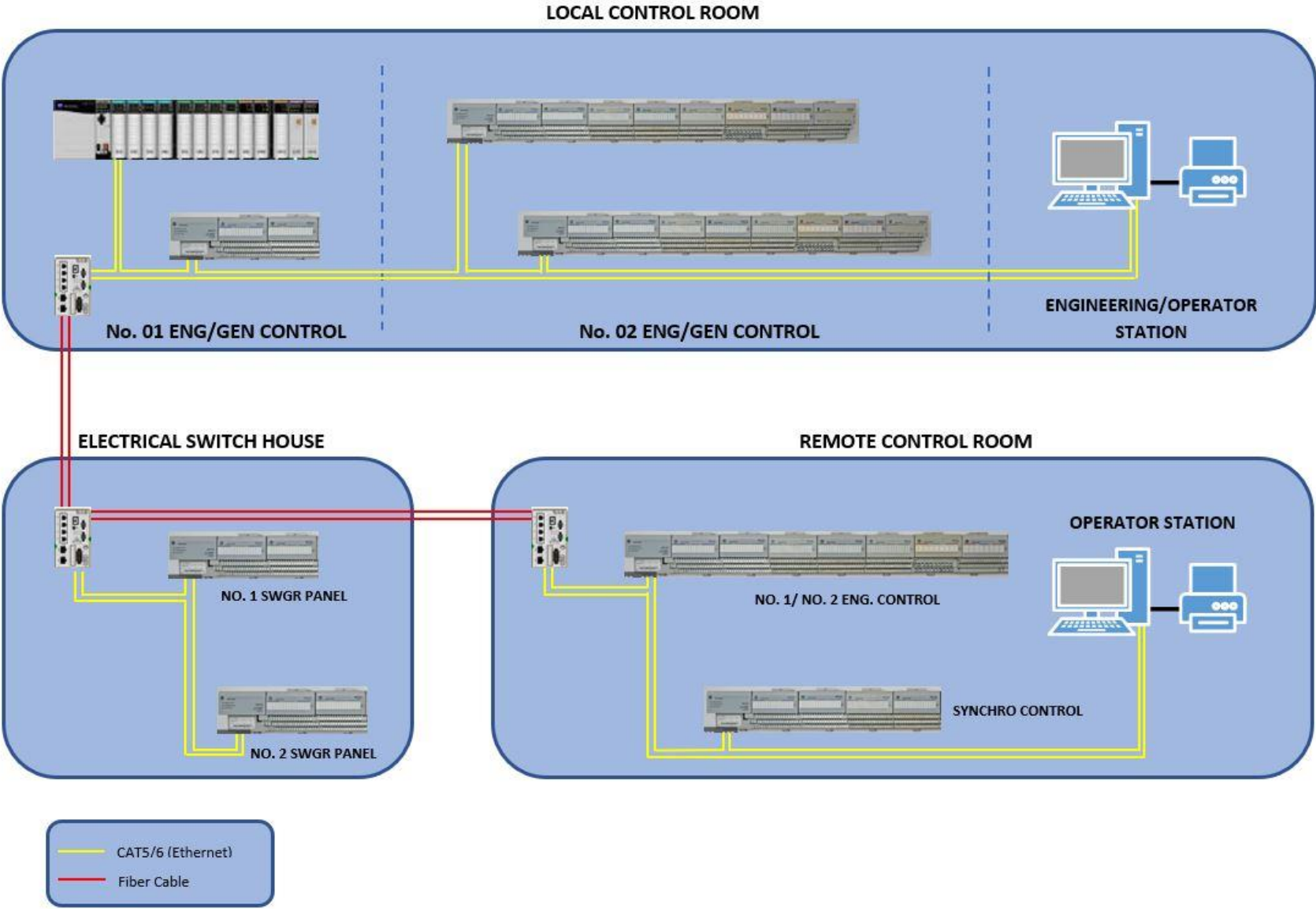
.....
Company Stamp

.....
Signature of the Bidder

ANNEXURE- "H"



Proposed System Architecture



INVITATION FOR INTERNATIONAL COMPETITIVE BIDS

CEYLON PETROLEUM CORPORATION
(REFINERY DIVISION)

PUBLIC TENDER 4542T

UPGRADING OF DIESEL GENERATOR PROGRAMMABLE LOGIC
CONTROLLER

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 Upgrading of Diesel Generator Programmable Logic Controller conforming to the Terms, Conditions and specifications given under the Bidding Document.

Bidding Documents can be obtained up to 1500 hours on 23-June-2025. Any Bidder submitting a bid, shall pay a nonrefundable document fee of Rs. 12,500.00 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-June-2025 and also payments can be made in cash to the Ceylon Petroleum Corporation's People's Bank Account No. 004100110208633 referring tender number and 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 09-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 - 4542T

ඩීසල් ජෙනරේටරයක PLC (UPGRADING OF DIESEL GENERATOR PROGRAMMABLE LOGIC CONTROLLER) යාවත්කාලීන කිරීම

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව, පිරිපහදු කාර්යාංශය, සපුගස්කන්ද, කැළණිය, ශ්‍රී ලංකාව
හි දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවෙහි සභාපති විසින් නිශ්පාදකයන්ගෙන් 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 ලක්ෂ්‍ය තබන්නෙකු, මිල ගණන් ඉදිරිපත් කරන්නේ නම්, අයදුම්පත් සඳහා ආපසු
නොගෙවන රු.12,500.00 ක මුදලක් 2025-ජුනි-23 දින 1500 වන පැය දක්වා කාර්යාල
දිනවලදී අංක 609, වෙළු, ඩැනිස්ටර් ද සිල්වා මාවත, කොළඹ 09, ස්ථානයෙහි පිහිටි ලංකා
ඛනිජ තෙල් නීතිගත සංස්ථාවෙහි ප්‍රධාන කාර්යාලයෙහි 05 වන මහලෙහි මුදල් අයකැමිට හෝ
පිරිපහදු කාර්යාංශය, සපුගස්කන්ද, කැළණියහි මුදල් අයකැමිට ලිපියක් ඉදිරිපත්කිරීමෙන්
මුදලින් කල යුතු අතර සියළු ගෙවීම් ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාවේ
004100110208633 දරණ මහජන බැංකුවේ ගිණුම හරහා ටෙන්ඩර් අංකය සහ ලන්සකරුගේ
නම කෙටියෙන් සඳහන් කරමින් මුදලින් කල හැකිය.

මිල ගණන් කැඳවීමේ පත්‍රයේ කොන්දේසි සහ පිරිවිතර පරීක්ෂා කිරීම සඳහා
www.ceypetco.gov.lk සහ www.dgmarket.com යන වෙබ් අඩවියන්හි අන්තර්ගත වේ.

ටෙන්ඩර් පත්‍ර පහත සඳහන් අයගෙන් ලබා ගත හැකිය.

මිල ගණන්, දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවේ සභාපති විසින් 2025-ජූලි-09 දින 1430
පැය දක්වා බාරගන්නා අතර එම මොහොතේම පිරිපහදු සම්මන්ත්‍රණ ශාලාවේදී විවෘත කරනු
ලැබේ.

කළමනාකාර (ද්‍රව්‍ය)

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව
පිරිපහදු කාර්යාංශය,
සපුගස්කන්ද, කැළණිය

දු.ක. 011 2 400 110

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