



**CEYPETCO**  
ENERGIZING THE FUTURE

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09<sup>TH</sup> APRIL 2024

**RE: TENDER FOR THE IMPORT OF 9,300 LITERS OF PROFENOPHOS 50% EC - (AG/07/2024)**

1. CEYLON PETROLEUM CORPORATION (CEYPETCO) INVITES FIRM OFFERS FOR THE SUPPLY OF 9,300 LITRES OF PROFENOPHOS 50% EC TO BE DELIVERED IN COLOMBO WITHIN 60 DAYS FROM THE DATE OF ISSUANCE OF PURCHASE ORDER IN CASE OF LOCAL SUPPLY OR ELSE 60 DAYS FROM THE DATE OF ESTABLISHMENT OF LC (ONLY FOR ORDER PLACED ON CIF BASIS WITH THE FOREIGN SUPPLIERS). HOWEVER, SHORTER DELIVERY PERIOD IS MOST WELCOME. HENCE SUPPLIER SHALL INDICATE THE BEST POSSIBLE DELIVERY PERIOD.
2. OFFERS SHOULD BE MADE AS PER ATTACHED FORM OF BID (ANNEX "A") ON CIF COLOMBO PER LITRE BASIS FOR PAYMENT BY IRREVOCABLE AND UNCONFIRMED LETTER OF CREDIT ISSUED BY PEOPLE'S BANK OR BANK OF CEYLON, COLOMBO AT SIGHT/ 30 DAYS/ 90 DAYS/ 180 DAYS, INDICATING FOB, FREIGHT PROVIDING SHIPPING THROUGH CEYLON SHIPPING CORPORATION LIMITED (CSCL) VESSEL OR THROUGH VESSEL NOMINATED BY THE CSCL UNDER CSCL BILL OF LADING, INSURANCE (I.E. INSURANCE POLICY SHOULD BE COVERED FROM LOADING POINT TO DELIVERY POINT AT KOLONNAWA STORES, COLOMBO, SRI LANKA) AND LOCAL AGENT'S COMMISSION (IF ANY) SEPARATELY.

IF THERE IS A LOCAL AGENT, IT IS REQUIRED TO SUBMIT THE REGISTRATION CERTIFICATE OF LOCAL AGENT ISSUED BY REGISTRAR OF PUBLIC CONTRACT OF SRI LANKA IN TERMS OF THE PUBLIC CONTRACT ACT NO. 3 OF 1987 ON SUBMISSION OF FORM PCA3.

THE COUNTRY OF ORIGIN AND THE PORT OF SHIPMENT SHOULD BE CLEARLY INDICATED IN THE OFFER.

CEYPETCO AT ITS SOLE DISCRETION RESERVES THE RIGHT TO AWARD THE TENDER ON FOB (LOAD PORT) BASIS OR CIF COLOMBO BASIS WHICH SHALL BE COMMUNICATED AT THE TIME OF AWARD OF THE TENDER.

### 3. SPECIFICATIONS :

THE PRODUCT SHALL STRICTLY CONFORM TO MEET CURRENT FOOD AND AGRICULTURE ORGANIZATION (FAO) STANDARD SPECIFICATIONS AND THE FOLLOWING :

- i) A . I. CONTENT - 400 G/L AT 20 DEG. C
- ii) SHELF LIFE - MIN 2 YEARS
- iii) PACKING - PRODUCT SHALL BE PACKED IN 200 LITRE NET NEW POLYETHYLENE LINED / EPICOATED STEEL DRUMS.
- iv) DATE OF MANUFACTURE - PRODUCT SHOULD HAVE BEEN MANUFACTURED NOT MORE THAN FOUR MONTHS BEFORE THE DATE OF SHIPMENT.
- v) PRODUCT SHALL BE REGISTERED WITH THE REGISTRAR OF PESTICIDES (ROP) IN SRI LANKA AND REG. NO, NAME OF MANUFACTURER/FORMULATOR, DETAILED SPECIFICATIONS OF THE PRODUCT AND MATERIAL SAFETY DATA SHEET (MSDS) AND ANY OTHER DOCUMENTS REQUESTED BY THE CEYPETCO SHALL BE SUBMITTED ALONG WITH THE OFFER.
- vi) THE BIDDER SHALL GUARANTEE THAT THE POISONOUS IMPURITIES IN THE PRODUCT OFFERED IS NOT ABOVE THE HARMFUL LEVEL.

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4. THE BIDDER SHALL SUPPLY THE PRODUCT MEETING ALL REQUIREMENTS OF REGISTRAR OF PESTICIDES (ROP) IN SRI LANKA.
5. UPON THE DELIVERY OF PRODUCT AT COLOMBO, SAMPLES SHALL BE FORWARDED TO ROP, SRI LANKA FOR HIS APPROVAL AND IF THE QUALITY OF THE PRODUCT IS NOT APPROVED BY THE ROP, THEN THE BIDDER SHALL HAVE TO TAKE BACK THE OUT OF SPECIFICATIONS PRODUCT AND REPLACE THE EXACT QUANTITY IN TERMS OF VOLUME WITHIN ONE MONTH.
6. TENDERERS SHALL GUARANTEE THE DELIVERY OF PRODUCT IN COLOMBO **WITHIN CONTRACTUAL DELIVERY PERIOD**. IN THE EVENT THAT THE SUCCESSFUL TENDERER FAILS TO DELIVER THE PRODUCT IN COLOMBO **WITHIN CONTRACTUAL DELIVERY PERIOD EXCEPT IN THE CASE DESCRIBED UNDER CLAUSE ' 5'**, CEYPETCO RESERVES THE RIGHT TO ITSELF
  - (i) TO CANCEL THE ORDER AND TO FORFEIT THE PERFORMANCE SECURITY GUARANTEE OR
  - (ii) TO ACCEPT THE CARGO WITH A PENALTY OF POINT FIVE (0.5%) OF THE ORDER VALUE PER DAY SUBJECT TO THE MAXIMUM OF TEN PERCENT (10%) OF THE ORDER VALUE.
7. TENDERERS SHOULD NOTE THAT THE MINIMUM DETENTION FREE PERIOD FOR EMPTY CONTAINERS AT COLOMBO SHALL BE **SEVEN (07) WORKING DAYS** WHICH WILL BE STIPULATED IN THE LETTER OF CREDIT.
8. IF THE PRODUCT IS TO BE SUPPLIED LOCALLY THE BIDDERS SHALL DELIVER THE PRODUCT TO THE AGROCHEMICAL PLANT AT KOLONNAWA, SRI LANKA AND THE PRICE SHALL BE QUOTED **AS PER ATTACHED FORM OF BID (ANNEX –"A")** FOR DELIVERY AT STORES (DAS), KOLONNAWA, COLOMBO, SRI LANKA.

AND

BIDDERS SHOULD SUBMIT THE REGISTRATION CERTIFICATE OF LOCAL AGENT ISSUED BY REGISTRAR OF PUBLIC CONTRACT OF SRI LANKA IN TERMS OF THE PUBLIC CONTRACT ACT NO.3 OF 1987 ON SUBMISSION OF FORM PCA3.

## 9. BID SECURITY

### 9.1 CASH DEPOSIT IN UNITED STATES DOLLARS

- (A) PRIOR TO THE BID OPENING, BIDDERS SHALL DEPOSIT THE UNITED STATES DOLLARS **ONE THOUSAND TWO HUNDRED AND FIFTY (USD 1,250/=)** AMOUNT TO THE ACCOUNT NO. 0001450821 OPERATING IN BANK OF CEYLON, SRI LANKA.
- (B) THE CASH DEPOSIT SHOULD BE DEPOSITED FOR A MINIMUM NINETY THREE (93) DAYS FROM THE DATE OF CLOSING OF THE BID.
- (C) THE SLIP OF THE CASH DEPOSIT SHOULD BE SUBMITTED ALONG WITH THE BID FOR VERIFICATION BY CPC AND ONLY THE BIDS WITH FULLY VERIFIED PAYMENTS WILL BE CONSIDERED FOR EVALUATION.

OR

### 9.2 BID SECURITY GUARANTEE

- (A) PRIOR TO THE BID OPENING, BIDDERS SHALL ESTABLISH A BID SECURITY GUARANTEE FOR **UNITED STATES DOLLARS ONE THOUSAND TWO HUNDRED AND FIFTY (USD 1,250/=) OR AN EQUIVALENT AMOUNT IN SRI LANKAN RUPEES THREE HUNDRED AND EIGHTY THOUSAND (LKR 380,000/=)** FOR THE TENDER UNDERTAKING THAT THE BID WILL BE HELD VALID FOR THE SPECIFIED PERIOD AND THAT THE BID WILL NOT BE WITHDRAWN DURING THAT PERIOD. SUCH SECURITY SHALL BE IN THE FORM OF A BANK GUARANTEE ISSUED/CONFIRMED BY A LICENSED COMMERCIAL BANK IN SRI LANKA OR A BANK BASED IN ANOTHER COUNTRY BUT THE GUARANTEE CONFIRMED & ASSURED BY A LICENSED COMMERCIAL BANK IN SRI LANKA, IN FAVOR OF CEYLON PETROLEUM CORPORATION AND PAYABLE TO THE SAME ON DEMAND. THE ORIGINAL BID SECURITY GUARANTEE SHALL BE SUBMITTED ALONG WITH THE OFFER.



**IMPORTANT**

**PLEASE NOTE THAT ALL BIDDERS IRRESPECTIVE OF WHETHER THEY ARE RECOGNIZED GOVERNMENT OWNED INSTITUTIONS AND/OR SUBSIDIARIES SHALL SUBMIT THE BID SECURITY GUARANTEE ALONG WITH THE OFFER.**

- (B) THE BID SECURITY GUARANTEE SHALL BE VALID FOR A PERIOD MINIMUM NINETY THREE (93) DAYS (I.E.24.08.2024) FROM THE DATE OF CLOSING OF THE BID. **THE FORMAT OF BID SECURITY GUARANTEE IS ANNEXED HERETO AS ANNEX – “B”.**
- (C) FAILURE TO SUBMIT THE BID SECURITY GUARANTEE OR CASH DEPOSIT, INCONFORMITY WITH THE BID REQUIREMENT ON OR BEFORE THE CLOSING TIME OF BID **BY ANY BIDDER**, WILL RESULT IN THE BID BEING REJECTED. CEYPETCO SHALL BE ENTITLED TO CALL ON THE BID SECURITY GUARANTEE OR CASH DEPOSIT IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO SUBMIT A PERFORMANCE SECURITY GUARANTEE, WITHIN A PERIOD OF SEVEN (07) WORKING DAYS SUBSEQUENT TO WRITTEN INSTRUCTION FROM CEYPETCO TO ENTER INTO THE SAID CONTRACT.
- (D) THE BID SECURITY GUARANTEE OR CASH DEPOSIT OF THE SUCCESSFUL BIDDER WILL BE RETURNED ONLY AFTER THE SUBMISSION OF THE PERFORMANCE SECURITY GUARANTEE BY THE SUCCESSFUL BIDDER. CEYPETCO SHALL BE ENTITLED TO CALL ON THE BID SECURITY GUARANTEE UNLESS A PERFORMANCE SECURITY GUARANTEE IS PROVIDED BY THE SUCCESSFUL BIDDER, ON THE DATE SPECIFIED BY CEYPETCO.
- (E) THE BID SECURITY GUARANTEE OR CASH DEPOSIT FROM THE UNSUCCESSFUL BIDDERS WILL BE RETURNED TO THEM AFTER THE AWARD IS MADE TO THE SUCCESSFUL BIDDER.

**10. PERFORMANCE SECURITY GUARANTEE**

- I) IF THE PRODUCT IS TO BE SUPPLIED THROUGH LETTER OF CREDIT, THE SUCCESSFUL BIDDER SHALL FURNISH A PERFORMANCE SECURITY GUARANTEE WITHIN SEVEN (07) WORKING DAYS FROM THE DATE OF LETTER OF AWARD, OBTAINED FROM A LICENSED COMMERCIAL BANK IN SRI LANKA IN FAVOR OF CEYPETCO AND PAYABLE TO THE CEYLON PETROLEUM CORPORATION ON DEMAND TO THE VALUE OF **TEN PERCENT (10%) OF THE ORDER.**
- II) THE PERFORMANCE SECURITY GUARANTEE SHOULD BE VALID FOR **HUNDRED AND TWENTY (120) DAYS FROM THE DATE OF LETTER OF AWARD.**
- III) THE SUCCESSFUL SUPPLIER / BIDDER SHOULD STRICTLY ADHERE TO **THE FORMAT OF PERFORMANCE SECURITY GUARANTEE WHICH IS ANNEXED HERETO AS ANNEX - “C”.**
- IV) THE SUCCESSFUL SUPPLIER / BIDDER SHOULD ENSURE AND CLEARLY INDICATE IN ITS OFFER THAT THEY WILL PROVIDE A PERFORMANCE SECURITY GUARANTEE UPON THE AWARD. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE CONSIDERED AS A MAJOR DEVIATION RESULTING TO AWARD BEING CANCELLED WHILE THE BID SECURITY GUARANTEE BEING FORFEITED.
- V) IF THE SUCCESSFUL SUPPLIER/ BIDDER FAILS TO FURNISH THE PERFORMANCE SECURITY GUARANTEE AS AFORESAID, THE SUCCESSFUL SUPPLIER’S NAME TO BE PLACED IN THE LIST OF DEFAULTING SUPPLIERS.
- VI) THE LETTER OF CREDIT (L/C) FOR THE SHIPMENT WILL BE OPENED ONLY AFTER THE RECEIPT OF PERFORMANCE SECURITY GUARANTEE AS PER THE TENDER DOCUMENT.



## **11. CARRIAGE BY CSCL VESSEL :**

AS PER THE RULES AND REGULATIONS OF GOVERNMENT OF SRI LANKA, THE CARGO SHOULD BE SHIPPED ON A VESSEL OF CEYLON SHIPPING CORPORATION (CSCL) OR A VESSEL NOMINATED BY CSCL UNDER CSCL BILL OF LADING, UNLESS A WRITTEN WAIVER IS OBTAINED FROM CSCL BY THE SUPPLIER. ALL CONSEQUENTIAL OVER THE DELAYS DUE TO THE FAILURE OF THE SUCCESSFUL SUPPLIER TO DELIVER THE CARGO VIA CSCL NOMINATED VESSEL WILL BE TO THE ACCOUNT OF SUCCESSFUL SUPPLIER. AT PRESENT THE CSCL PROVIDES REGULAR LINER SERVICES FROM ALL OVER THE WORLD. CONTACT DETAILS OF THE CSCL AGENTS COULD BE OBTAINED FROM THE CSCL WEBSITE [www.cscl.lk](http://www.cscl.lk) OR FROM THE DEPARTMENT OF LINER & NVOCC, CSC ( CEYLON SHIPPING CORPORATION) ON TEL. NO. 94 11 2325744/ 94 11 23228772 EXT. 242 / FAX NO. 94 11 2449486.

## **12. OTHER CONDITIONS**

- i) THE SUCCESSFUL BIDDER SHALL TAKE EVERY ENDEAVOUR TO SEND THE ORIGINAL SHIPPING DOCUMENTS TO PEOPLE'S BANK OR BANK OF CEYLON, COLOMBO BEFORE THE SHIP ARRIVAL TO COLOMBO.
- ii) IN THE EVENT OF THE ORIGINAL SHIPPING DOCUMENTS ARE NOT RECEIVED THROUGH PEOPLE'S BANK OR BANK OF CEYLON, COLOMBO AT THE TIME OF VESSEL ARRIVAL AT COLOMBO, ALL ADDITIONAL CHARGES INCLUDING PORT RENTAL AND LINER DEMURRAGES ETC. INCURRED DUE TO DELAY IN CLEARING MUST BE BORNE BY THE SUCCESSFUL BIDDER.
- iii) IN CASE OF FAILING TO SEND THE ORIGINALS OF THE SHIPPING DOCUMENTS TO THE BUYER'S BANK , ALLOWING THE BUYER TO GET THE CARGO RELEASED FROM THE LOCAL AUTHORITIES AND IN SUCH CASE IT IS THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER TO SEND THEIR CONSENT TO THE BUYER TO GET THE CARGO RELEASED AT LEAST ON SHIPPING GUARANTEE ABSORBING ALL SUCH BANKING COST TO THE BIDDER'S ACCOUNT AND NOT TO THE BUYER.

**13.** CEYPETCO STANDARD TERMS AND CONDITIONS FOR SUPPLY OF AGROCHEMICALS ISSUED AT THE TIME OF REGISTRATION OF SUPPLIERS SHALL ALSO BE APPLIED FOR THIS TENDER.

## **14. IMPORTANT**

PORT OF LOADING SHOULD BE ANY PORT WHICH IS NOT UNDER U.S. SANCTIONS AND THE SUPPLIER OF THE PRODUCT SHOULD NOT BE UNDER US SANCTIONS. IF THE SUPPLIER IS NOT THE MANUFACTURER AND THEN ALL DETAILS OF INTERMEDIATE PARTIES INVOLVED (I,E, SUB SUPPLIERS) SHALL BE DIVULGED.

## **15. AWARD OF THE TENDER**

DEPARTMENT PROCUREMENT COMMITTEE (DPC) WILL AWARD THE CONTRACT TO THE SUCCESSFUL BIDDER, WHOSE TENDER HAS BEEN DETERMINED TO BE SUBSTANTIALLY RESPONSIVE, LOWEST EVALUATED BIDDER, PROVIDED THAT THE BIDDER IS DETERMINED TO BE QUALIFIED TO PERFORM THE CONTRACT SATISFACTORILY.

THE SUCCESSFUL BIDDER WILL BE CALLED UPON TO SUPPLY TO CEYPETCO, **9,300 LITRES OF PROFENOPHOS 50% EC** CONFORMING TO FOOD AND AGRICULTURE ORGANIZATION (FAO) SPECIFICATIONS, AND STRICTLY BY THE AGREED DELIVERY PERIOD.



## 16. SUBMISSION OF OFFERS

- A) BIDDERS ARE REQUESTED TO SUBMIT BIDS AS PER THE SPECIFIED **"FORM OF BID"** GIVEN IN **ANNEX – 'A'** AND SHALL STATE THE COMPLIANCE TO THE TENDER TERMS AND CONDITIONS LISTED THEREIN AND TO SUBMIT THE PCA3 FORM.
- B) **IT IS MANDATORY TO SUBMIT DULLY FILLED ANNEX – 'A' AND PCA3 FORM ALONG WITH THE BID.**
- C) A **"DUPLICATE"** OF THE BID, WHICH CONTAINS ONE SET OF COPIES OF ALL THE ORIGINAL DOCUMENTS OF THE **"ORIGINAL"** BID SHALL ALSO BE SUBMITTED. THE **"ORIGINAL"** AND THE **"DUPLICATE"** OF THE BIDS SHALL BE SEALED IN SEPARATE ENVELOPS, DULY MARKING THE ENVELOPS AS **"ORIGINAL"** AND **"DUPLICATE"** AND SHALL BE MARKED **REF. AG/07/2024** ON EACH ENVELOPS. THE ENVELOPS SHALL THEN BE SEALED IN AN OUTER ENVELOP AND SHALL BE MARKED **REF. AG/07/2024.**
- D) ANY FORM OF ALTERNATIVE BIDS ALONG WITH THE ORIGINAL BID SHALL NOT BE PERMITTED. IN THE EVENT IF ALTERNATIVE BIDS HAVE BEEN SUBMITTED BY THE BIDDER, THE SECOND AND SUBSEQUENT ALTERNATIVE BIDS SHALL BE REJECTED. IF THE BIDDER HAS SUBMITTED ORIGINAL BID AND ALTERNATIVE BIDS USING THE SAME BID SECURITY GUARANTEE AND FORM OF BID, PROCUREMENT COMMITTEE RESERVES THE RIGHT TO REJECT ALL BIDS SUBMITTED BY THE BIDDER.
- E) BIDDER SHALL SUBMIT A DETAILED BID, COVERING AND CONFIRMING THAT BIDDER WILL AGREE TO AND ABIDE BY THE ABOVE REQUIREMENTS/ TERMS AND CONDITIONS OF TENDER.
- F) EACH PAGE OF THE COMPLETED BID, PROPERLY SEALED/STAMPED AND SIGNED BY AN AUTHORIZED OFFICER, SHOULD BE ENCLOSED IN AN ENVELOPE WHICH IS TO BE SEALED AFTER ENCLOSING THE BID.
- G) THE ENVELOPE SEALED AS ABOVE AND ADDRESSED TO THE CHAIRMAN, PROCUREMENT COMMITTEE (DPC), 1<sup>st</sup> FLOOR, CEYLON PETROLEUM CORPORATION, NO. 609, DR, DANISTER DE SILVA MAWATHA, COLOMBO 09, SRI LANKA SHOULD BE DEPOSITED IN THE TENDER BOX KEPT AT THE AFORESAID ADDRESS **BEFORE 1200 HRS ON 24<sup>TH</sup> APRIL 2024.**
- H) IN THE EVENT THE BIDS ARE SUBMITTED THROUGH THE LOCAL AGENTS, THE SUCCESSFUL SUPPLIER SHALL PROVIDE ALONG WITH THE BID A LETTER OF AUTHORIZATION ENABLING THE LOCAL AGENT TO SUBMIT THE BID ON OR BEFORE CLOSING OF THE TENDER.
- I) FAX/E-MAIL QUOTATIONS ARE NOT ENTERTAINED.

## 17. VALIDITY OF THE OFFERS


OFFERS CLOSE AT **1200 HRS. SRI LANKA TIME ON 24<sup>TH</sup> APRIL 2024** AND SHOULD BE HELD VALID FOR SIXTY THREE DAYS THEREFROM.



**NOTE**

- (i) BIDDERS ARE REQUESTED TO INDICATE AUTHORIZED SIGNATURE ON EACH PAGE OF THE OFFERS.
- (ii) WHEN OFFERS ARE SUBMITTED THROUGH THE BIDDER'S LOCAL REPRESENTATIVES, BIDDERS ARE REQUESTED TO SUBMIT A LETTER FROM THE PRINCIPALS THAT THEIR LOCAL AGENT/REPRESENTATIVE IS AUTHORIZED TO SUBMIT THE OFFER ON BEHALF OF THEM.
- (iii) PLEASE ALSO NOTE THAT ONLY THOSE WHO HAVE SUBMITTED OFFERS (OR THEIR LOCAL AGENTS) COULD BE PRESENT AT THE TIME OF OPENING OF TENDERS. NO LOCAL AGENT IS PERMITTED TO BRING MOBILE PHONES.

REGARDS

for 

COMMERCIAL MANAGER / CEYPETCO/CE /0021

09/04/2024

10/3 hours

## FORM OF BID

The Chairman, Procurement Committee,  
3<sup>rd</sup> Floor, Ceylon Petroleum Corporation, No. 609,  
Dr. Danister De Silva Mawatha,  
Colombo 09, Sri Lanka.

Dear Sir,

**BIDDING FOR THE SUPPLY OF 9,300 LITRES OF PROFENOPHOS 50% EC - (AG/07/2024)**

**(TENDER REF. (AG/07/2024))**

**NAME AND ADDRESS OF THE BIDDER :** .....

.....

I/We the undersigned read and fully acquainted myself / ourselves with the contents of the Conditions of the terms and Contract and all other Conditions pertaining to the above Bid do hereby undertake to supply **9,300 Litres of Profenophos 50% EC** with the specifications and quantity as specified in the tender.

**A. PRODUCT / PRICE**

In case of Import and Supply

Product	Contractual cargo quantity	Compliance	Delivery Colombo, Sri Lanka	Compliance	Port of Loading/Country of Origin	payment	CIF Colombo price (USD per LITRE)				
							FOB	Freight	Insurance	Local agent's commission	CIF
Profenophos 50% EC	9,300 Litres	Comply / Not Comply	Within contractual delivery period	Comply / Not Comply		At Sight					
						30 Days					
						90 Days					
						180 Days					

- In case of local supply products are to be supplied directly to kolonnawa stores & supplier shall quote delivery at stores price (DAS) kolonnawa..

Product	Contractual cargo quantity	Compliance	Delivery	Compliance	Payment	DAS Price (Rs per litre)
Profenophos 50% EC	9,300 Litres	Comply / Not Comply	Within contractual delivery period	Comply / Not Comply	AFTER DELIVERY AND ACCEPTANCE OF THE PRODUCT BY THE REGISTRAR OF PESTICIDE (ROP).	

**B. TERMS & CONDITIONS**

BID DOCUMENT CLAUSE REFERENCE	COMPLIANCE
1. Product Supply delivery period	COMPLY / NOT COMPLY
2. Product Supply on CIF Colombo Basis	COMPLY / NOT COMPLY
3. Product Specifications - 9,300 Litres Profenophos 50% EC	COMPLY / NOT COMPLY
3 (3.iii) Packing Request	COMPLY / NOT COMPLY
4. ROP Registration	COMPLY / NOT COMPLY
5. Getting Sample approval from ROP & get returned total cargo if sample not approved	COMPLY / NOT COMPLY
6. Delay Penalty	COMPLY / NOT COMPLY
7. Detention Period	COMPLY / NOT COMPLY
8. Locally Supply if relevant	COMPLY / NOT COMPLY
9. Bid Security Guarantee	COMPLY / NOT COMPLY
10. Performance Security Guarantee	COMPLY / NOT COMPLY
11. CSCL Requirement	COMPLY / NOT COMPLY
12. Other Conditions	COMPLY / NOT COMPLY
i) Sending document before ship arrival to Colombo	COMPLY / NOT COMPLY
ii) Accept to bear additional charges incur if failing (i)	COMPLY / NOT COMPLY
iii) Allow to get the cargo released on bank guarantee at the cost of shipper and not the buyer if failing (i)	COMPLY / NOT COMPLY
13. CPC Standard Terms & Conditions	COMPLY / NOT COMPLY
14. Important	COMPLY / NOT COMPLY
15. Award of the tender	COMPLY / NOT COMPLY
16. Submission of Offer	COMPLY / NOT COMPLY
16.(B) Submission of 'FORM OF BID' Given in Annex – 'A' and PCA3 form	COMPLY / NOT COMPLY
17. Validity of the offer	COMPLY / NOT COMPLY
Amendment Notice (If any)	COMPLY / NOT COMPLY





- I/We confirm that the bid shall remain open for acceptance as mentioned above under validity of bid and that it will not be withdrawn or revoked prior to that date.

- I/We attach hereto the following documents as part of my/our Bid (If any);

.....  
.....

I/We understand that you are not bound to accept the lowest or any other Bid and that you reserve the right to reject any or all Bids or to accept a Bid in full or in part without assigning any reasons therefore.

- I/We undertake to deliver the quantity of 9,300 Litres of Profenophos 50% EC referred to above.

Yours Faithfully,

Authorized signature & the official seal of the Bidder : .....

Name of the Bidder : .....

Address : .....

.....  
.....  
.....

Telephone No. : .....

Fax No. : .....

E-mail : .....

Date : .....



**FORMAT FOR 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** : **Ceylon Petroleum Corporation**

**Date** : ..... *[insert (by issuing agency) date]*

**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 Invitation for Bids No. .... [insert IFB 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 Bank]* hereby unconditionally and irrevocable undertake to pay you any sum or 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 obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) having been notified of the acceptance of its Bid by the Ceylon Petroleum Corporation during the period of bid validity, (i) fails or refuses to execute the Contract or (ii) fails or refuses to furnish the Performance Security, in accordance with the Terms & Conditions of tender.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ..... *[insert date]*

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

*[signature(s) of authorized representative(s)]*



**FORMAT FOR PERFORMANCE SECURITY GUARANTEE**

..... [issuing Agency’s Name and Address of issuing Branch or Office] .....

**Beneficiary** : Ceylon Petroleum Corporation  
**Date** : .....

**PERFORMANCE SECURITY GUARANTEE NO :** .....

We have been informed that ..... [name of supplier] (hereinafter called “the Supplier”) has entered into contract No. .... [reference number of the contract] dated ..... with you, for the 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 Supplier, we ..... [name of Bank] hereby unconditionally and irrevocably undertake to pay you any sum or sums not exceeding in total an amount of US\$..... [amount in figures] (United States Dollars.....) [amount in words], upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier 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 one month 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)]

