

01. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction

Chairman, Procurement Committee, Ceylon Petroleum Corporation (CPC), is calling Bids from the manufacturers or their Authorized Local Agents, of reputed brands for the purchase of 5,000 Ltrs. Oil Spill Dispersant on the basis of Ex-stock or C & F Colombo basis.

1.2 Basis of Bid

1.2.1 Bids are to be forwarded on the basis of Ex-stock or C & F in Colombo for the Supply of Oil Spill Dispersant to CPC in completely assembled form with all manufacturer's data sheets/books, quality certificates, past supply records with Oil Spill Dispersant.

1.2.2 Additional services provided by the Bidder not covered in this Invitation to Bid shall be stated clearly. If no exceptions are stated, CPC would assume that Bidder conforms to most stringent conditions of the Bidding document.

1.2.3 Bids are to be forwarded for the Supply of Oil Spill Dispersant on the basis of ex-stock or delivered in Colombo as per the Technical Specifications stipulated in the Bidding document.

1.3 Issue of Bidding Documents

Bidding Documents will be issued up to 1500 hrs. on 26.09.2019. Any intending Bidder shall purchase Bid document at Rs. 1,000.00 (i.e. Rs. 852.51 + NBT + VAT) from Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09.

Bid Document will consist of the following:

- 1. Instructions to Bidders (ITB)*
- 2. Conditions of Contract (COC)*
- 3. Technical Specifications*
- 4. Schedule of Prices*
- 5. Form of Bid*
- 6. Format for Bid Security Guarantee*
- 8. Form of Agreement*
- 9. Format for Performance Guarantee*

1.4 Documents to accompany the Bid

All Bids should contain adequate particulars in respect of the items offer Bid.

Failure to furnish the following documents and details, before the closing of Bid, may result in the Bid being rejected. All documents shall be furnished in English language.

- (a) Certification from the Manufacturer for the Country of Origin.*
- (b) Company profile of the Local Agent.*
- (c) Detail specification of Oil Spill Dispersant offered.*
- (d) Certificate from manufacturer that the Oil Spill Dispersant offered are the current product.*
- (e) Manufacturers' Guarantees where applicable*
- (f) Every Bidder should specify the conditions of warranty offered on time basis.*
- (g) Schedule of Prices duly completed and signed.*
- (h) Form of Bid (Annexure- A) duly completed and signed.*
- (i) Bid Security Guarantee (as per Annexure B).*
- (j) Past Performance – Bidders should forward past supply records of the brand offered for the last 5 years together with supply details.*
- (l) Delivery schedule*
- m) Letter of Authority from the Manufacturer empowering the act on their behalf to sell Oil Spill Dispersant in Sri Lanka*

1.5 Sealing and marking of Bids

*Bids shall be submitted in duplicates as per the conditions specified in this Bid document. The original and the duplicate of the Bid should be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE'. Both envelopes should be enclosed in one securely sealed cover, which should be marked "**BID FOR THE SUPPLY OF OIL SPILL DISPERSANT**" (the Invitation to Bid title) on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs. on 27.09.2019** (to be completed with the time and date specified in the Bid document) and shall be addressed to:*

*Chairman,
Procurement Committee,
Bid for the Supply of Oil Spill Dispersant
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor,
No. 609, Dr. Danister De Silva Mwt.,
Colombo 09.
Tel: 5455331/ 5666442, Fax No. 5455424*

If the outer envelope is not sealed and marked as required above, the CPC will assume no responsibility for the Bid's being misplaced or premature opening. If the outer envelope discloses the Bidder's identity, the CPC will not guarantee anonymity of the Bid submission but this disclosure will not constitute grounds for Bid rejection.

1.6 Period of validity of Bids

1.6.1 *All offers shall be valid for a **minimum period of 77 (Seventy Seven) days** from the closing date of the Bid . Bidders should however, clearly indicate the maximum period that their offers would be valid. **A Bid valid for a shorter period will be rejected as non-responsive.***

1.6.2 *Ex-stock prices indicated in the Schedule of Prices, (Clause 1.15 below) shall be firm and shall not be subject to any price variation within the period of validity stated in (1.6.1) above.*

1.7 Format and Signing of Bids

*The Bidder shall prepare an **Original and a Duplicate** of the Bid specified above, clearly marking as, "**BID FOR THE SUPPLY OF OIL SPILL DISPERSANT**" – **Original and Duplicate** as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.*

*The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the Bidder to the Contract. **All pages of the Bid except for un-amended printed literature shall be initialled by the person(s) signing the Bid.***

Any inter lineation, erasures or over-writing shall be valid only if they are initialled by the person(s) signing the Bid.

1.8 Clarification of Bid Document

*A prospective Bidder requiring any clarification of the Bid document should notify CPC in writing by hand or post or facsimile at the CPC's mailing address indicated in ITB clause 1.5. **Similarly if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage.** CPC will respond in writing to any request for clarification or modification of the Bid document that is received not later than Seven (07) days prior to the deadline of submission of Bids prescribed by the CPC. Copies of the CPC's response will be sent to all prospective Bidders within Three (03) days prior to the closing of the Bid who have collected Bid documents.*

1.9 Deadline for Submission of Bids

Chairman, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.5 not later than the time and date stipulated.

Chairman Procurement Committee, CPC may at his discretion, extend this deadline for submission of Bids, by amending the Bid documents, in which case all rights and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

1.10 Late Bids

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

1.11 Modification, Substitution & Withdrawal of Bid

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.

The Bidder's modifications shall be prepared, sealed, marked and despatched as follows:

*The Bidders shall provide an Original and a Duplicate, as specified in the ITB clause 1.7 of any modifications to his Bid, clearly identified as such in two envelopes, duly marked " **BID FOR THE SUPPLY OF OIL SPILL DISPERSANT**". The envelopes shall be sealed in an outer envelope, duly marked "**BID MODIFICATIONS**".*

A Bidder wishing to withdraw his Bid, shall notify the CPC in writing prior to the deadline prescribed for the submission of Bid. 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 Bid. The notice of withdrawal shall be addressed to the: -

*Chairman,
Procurement Committee,
Bid for the Supply of Oil Spill Dispersant,
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor,
No. 609, Dr. Danister De Silva Mwt.,
Colombo 09.*

*bearing the Bid name and the words " **BID WITHDRAWAL NOTICE**". Bid withdrawal notices received after the deadline for submission of Bid will be ignored, and the submitted Bid will deem to be valid.*

1.12 Closing of Bids

Bid, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach:

*Chairman,
Procurement Committee,
Bid for the supply of Oil Spill Dispersant,
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor,
No. 609, Dr. Danister De Silva Mwt.,
Colombo 09.*

not later than 1400 hrs. Sri Lanka local time on 27.09.2019. If the Bidders or their representatives choose not to send their Bid under Registered Cover, they could deposit such Bids in the Bid Box provided for this purpose at the office of the

*Manager (Procurement & Stores),
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor, No. 609,
Dr. Danister De Silva Mwt.,
Colombo 09.*

1.13 Opening of Bids by CPC

Bid will be opened immediately after the closing date and time fixed for receipt of Bid, at the

*Manager (Procurement & Stores)' Office,
Ceylon Petroleum Corporation,
1st Floor,
No. 609, Dr. Danister De Silva Mwt.,
Colombo 09.*

or such other place as arranged if the Manager (Procurement & Stores)'s office is not available.

The Chairman Procurement Committee, CPC or his nominated representative will open the Bids, in the presence of the Bidders and / or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Bidders and / or their representatives shall sign a register as proof of their attendance.

The Bid prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security Guarantee and other such details, which the CPC at its discretion, may consider to be appropriate, will be announced, at the opening. Late Bid will not be entertained and will be returned unopened to the Bidder.

Bid (and modifications sent pursuant to ITB Sub Clause 1.11) that are not opened will not be considered for evaluation, regardless of the circumstances.

1.14 Bid Security Guarantee

Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued / confirmed by a recognized Bank in Sri Lanka, and payable to the CPC on demand in a sum of Rs. 50,000.00 (Rupees Fifty Thousand only).

The Bid Security Guarantee should be valid for 107 (One Hundred and Seven) days from the date of closing of Bid (i.e. up to 12.01.2020). A format of Bid Security Guarantee is attached in Annexure "B".

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

*Bid Security Guarantee 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**.*

1.15 Schedule of Prices

Bidder shall submit their offer in Schedule attached indicating Offer Validity Delivery Period & Country of Origin. Rates quoted should be computed on the basis of Delivered in Colombo in Sri Lanka Rupees.

Bidders are also required to duly sign and return the Schedule of Prices indicating their offers in detail together with the Pro-forma Invoice.

Bidders are required to indicate the amount of VAT separately with VAT Registration No.

Prices not submitted on the prescribed form and in the manner required are liable for rejection.

1.16 Preliminary Examination of Bid

The CPC will examine the Bid 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 CPC 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 Bid shall be sought, offered or permitted.

1.17 Corrections of Errors

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

- 1.17.1 Where the discrepancy is between the amount in figures and the amount in words, the amount in words will prevail.*
- 1.17.2 Where the discrepancy is between unit rate and the line total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Chairman, Procurement Committee, CPC there is an obvious gross misplacement of the decimal point in the rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.*
- 1.17.3 The amount stated in the form of Bid adjusted in accordance with the above procedure with the concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the correct amount of Bid, his Bid shall be rejected without affecting the Bid Security Guarantee.*
- 1.17.4 Where the adjusted price is lower than the bid price the adjusted figure will be taken as the bid price. If the adjusted price is higher than the bided price the bided figure will be the bid price. The rates will be adjusted with the concurrence of the bidder to reach at the final bid price. If the bidder does not agree for such adjustment, his bid shall be rejected without affecting the Bid Security Guarantee.*

1.18 Evaluation of Bids:

The CPC will carry out a detailed evaluation of the Bids, to determine whether the Technical aspects are properly addressed, and the Bids are substantially responsive.

The evaluation methodology will comprise:

Technical requirements:

- ✓ Specifications and supporting technical catalogues in compliance with Technical Specifications of this Bid document including the information / details requested Under Clause 1.4 of ITB.*

Financial Evaluation of Bid

The comparison of the Ex-stock or Delivered in Colombo prices of Oil Spill Dispersant together with the local agency commission (if any) will be evaluated.

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

- ✓ *Quality & durability of the offered product*
- ✓ *Past supply records of the offered makes of Oil Spill Dispersant in Sri Lanka.*
- ✓ *Delivery Schedule*
- ✓ *Availability of After Sales Services.*

1.19 Procurement Committee's right to accept or reject any or all Bid

1.19.1 The Procurement Committee will not be bound to make the award to the Bidder Submitting the lowest offer.

1.19.2 The Procurement Committee reserves the right to reject any or all Bid or any part thereof, without adducing any reasons. The Procurement Committee may accept any or all items of an offer, and reserves the right to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.

1.19.3 The notice of acceptance of Bid will be sent by facsimile, followed by post to the successful Bidder, to the address given by him in the Bid document, soon after the decision of the Procurement Committee.

1.20 Award Criteria

Subject to ITB Clause 1.19 the Procurement Committee will award this contract for Oil Spill Dispensers to the successful Bidder, whose Bid has been determined to be substantially responsive, lowest evaluated Bid, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

The successful Bidder/s will be called upon to Supply to CPC, Oil Spill Dispersant conforming to period of delivery .as per clause 2.4 of COC. The successful Bidder will be called upon to enter into an Agreement with CPC. A specimen Form of Agreement is attached as Annexure- C.

1.21 After Sale Services

1.21.1 After Sale Services

Bidder shall indicate availability of after sales services and maintenance facilities in detail with the offer for the purpose of evaluation.

1.21.2 Period of Guarantee

The offered item should have a guarantee period of one year (minimum) from the date of delivery of Oil Spill Dispersant to CPC.

02. CONDITIONS OF CONTRACT (COC)

2.1 Performance Guarantee

The successful Bidder, on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within fourteen (14) days of such notification through / confirmed by a recognised Bank in Sri Lanka, in a sum equivalent to 10% of the value of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Annexure - D.

If the successful Bidder, fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting Contractors. CPC shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such Bid, as the case may be, at the risk and expense of the successful Bidder.

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 the Bid Security Guarantee shall be forfeited.

The Performance Guarantee shall be in favour of the CPC, and shall be valid for a period not less than Ninety (90) days from the date of anticipated final delivery.

2.2 Mode of Payment

2.2.1 Foreign Cost

Payments shall be made by an irrevocable Letter of Credit, 90% of the FOB value at sight and the balance 10% after delivery & acceptance by CPC.

2.2.2 Agent's Commission (if applicable)

In Item No. 04 of the "Schedule of Prices" the Bidder should indicate the local Agent's Commission (if any) which will be paid in locally in Sri Lanka Rupees after acceptance by CPC.

2.2.3 Ex-Stock Supply

Payment shall be made within 30 days after delivery and acceptance by CPC.

2.3 Delivery

5,000 Ltrs. Oil Spill Dispersant shall be delivered to CPC Head Office at No. 609, Dr. Danister De Silva Mawatha, Colombo 09 within one month (01) from awarding the contract.

2.4 Delays in Delivery

Rs. 2,000.00 per day will be charged for each day delay from the due date of supply to CPC from the payments up to max. 10% of the job.

2.5 Defaults by Successful Bidder

If the successful Bidder, defaults in the supply or otherwise commits a breach of any of the provisions in the Contract with CPC for the supply of Oil Spill Dispersant according to the Technical Specifications the CPC has the right to forfeit the performance guarantee of the Supplier.

Bidders should declare that they had read the Bid conditions, and that they make the offer in compliance with, and subject to all the conditions thereof, and agree to perform the services in accordance with the said conditions in the manner therein set out, and in terms of this offer. A form of Bid, as Annexure - 'A' is attached.

2.6 Force Majeure

Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion, Revolution, Insurrection, Earthquake or Plagues, the Bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals connected with the sale.

2.7 Arbitration

If during the continuance of this Contract or at any time after the termination thereof, any disputes or differences of opinion touching the interpretation of this contract were to arise between the parties hereto or their respective representatives, such differences or disputes shall be referred for Arbitration.

Arbitration shall be conducted under the rules of the Arbitration Centre of the Institute of the Development of Commercial Law & Practice (ICLP) in Sri Lanka & in accordance with the Arbitration Act No. 11 of 1995 of Sri Lanka. The Place of Arbitration shall be Colombo, Sri Lanka.

03 TECHNICAL SPECIFICATIONS

Specifications for Selection of OSD Products

- i. Only Type 2 and Type 3 (third generation) OSD are recommended for use in Sri Lanka Waters.*
- ii. The product quoted by the bidder shall comply with the requirement of Marine Environmental Protection Authority (MEPA) of Sri Lanka. The bidders shall submit evidence for this along with their bids.*
- iii. Flash point of OSD should be above 60⁰C.*
- iv. Viscosity of the OSD should be 250 cST at 0⁰ C at a shear rate of 10³ s⁻¹.*
- v. Cloud point of OSD should be minimum of 0⁰ C and OSD should not separate into layers at temperatures over 0⁰C.*
- vi. OSD should be in liquid phase and should not contain any solids or suspended matter.*
- vii. The surfactant must be biologically degradable.*
- viii. OSD must not contain chlorinated hydrocarbons, benzenes and phenols.*
- ix. Aromatic hydrocarbon content in OSD should be maximum of 3%.*
- x. OSD should be guaranteed by its producer to be stable and to keep its properties for 5 years minimum when stored in proper conditions.*
- xi. Label of containers of OSD products should be descriptive as per the sample label shown in Appendix 1.*
- xii. The containers used for packaging the OSD shall be suitable for use in marine environment and should not be degraded by exposure to temperatures in the range of 0⁰C – 50⁰C, humidity up to 100%.*
- xiii. OSD should be non-corrosive to storage containers.*

Please note :

- OSD toxicity report and deficiency report should be submitted*
- If there are any approvals from approval agencies it should be submitted.*
- The “Safety Data Sheets (SDS)” of the OSD should be submitted.*

Appendix 1 :

Sample label for OSD containers

- 1. Product Name :*
- 2. Dispersant type (where applicable);*
- 3. A warning against mixing the product with any other product :*
- 4. Name and address of supplier and daytime/silent hours telephone helpline:*
- 5. Date of manufacture and expiry date:*
- 6. List of ingredients:*
- 7. Recommended storage instructions:*
- 8. Instructions for use:*
- 9. Basic Safety instructions or caution and any appropriate chemical hazard signs.*

Other than above information Supplier provide following information

PRODUCT INFORMATION

Chemical Name :

Chemical Formula :

Chemical Family :

Description :

HAZARDOUS INGREDIENTS INFORMATIN

HEALTH INFORMATION PROTECTION

NATURE OF HAZARD

EYE CONTACT :

SKIN CONTACT :

INHALATION :

INGESTION :

FIRST AID

EYE CONTACT :

SKIN CONTACT :

INHALATION :

INGESTION :

WORKPLACE EXPOSURE LIMITS

PERMISSIBLE EXPOSURE LIMITS :

LIMIT VALUES :

PRECAUTIONS

PERSONAL PROTECTION :

VENTILATION :

CHRONIC EFFECTS :

FIRE & EXPLOSION HAZARD

GENERAL HAZARD

FIRE FIGHTING

DECOMPOSITION PRODUCTS UNDER FIRE CONDITIONS

SPILL CONTROL PROCEDURE

LAND SPILL :

WATER SPILL :

NOTES

TYPICAL PHYSICAL & CHEMICAL PROPERTIES

Specific Gravity (@ F) :

Vapour Pressure (mmHg @ F) :

Density :

Solubility in Water :

Viscosity (cST @ F) :

Specific Gravity of Vapour (@ 1 atm Air + 1)

Freezing / Melting Point / Range (F) :

Evaporation Rate (n-Bu Acetate = 1) :

Boiling Point / Range (F) :

Self Life :

REACTIVITY DATA

Conditions to avoid instability :

Conditions to avoid hazardous polymerisation :

Materials & conditions to avoid incompatibility :

Hazardous decomposition products :

STORING AND HANDLING

Electrostatic Accumulation Hazard :

Storage Temperature (F) :

Storage Pressure (mmHg) :

Loading Temperature (F)

Loading Viscosity (cST @ F)

SCHEDULE- A-II

SCHEDULE OF PRICES

(C & F BASIS)

5,000 LITERS OIL SPILL DISPERSANT

- 1) *Cost per Litre* :
- 2) *Total Cost (FOB Value)* :
- 3) *Total Ocean Freight* :
- 4) *Total C& F Value* :
- 5) *Local Agency Commission (if any)* :
- 6) *Grand Total* :
- 7) *Grand Total in Words* :

- Offer Validity* :
- Warranty* :
- Delivery Period* :
- Country of Origin* :
- Country of Manufacturer* :
- Name of Bidder* :

Address :

.....

.....

Signature of Bidder :

VAT Registration No. :

Company Seal

Form of Bid

To: *The Chairman
Procurement Committee,
Ceylon Petroleum Corporation
1st Floor,
No. 609, Dr. Danister De Silva Mwt.,
Colombo 09.
SRI LANKA*

From:

.....

.....

Sir,

A-1 *Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract, Technical Specification for the supply of Oil Spill Dispersant we offer to complete the whole of said services in conformity with the said document.*

A-2 *Unless and until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.*

A-3 *We understand you are not bound to accept the lowest or any Bid you may receive.*

A-4 *The Bid we are offering is complete and fulfils the requirements discussed in the Technical specifications of the Bid document.*

A-5 *We agree to abide by this Bid for the period of Seventy Seven (77) days from the date of opening of the same. Bid Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.*

A-6 *We agree to be bound by the Bid, Bid Conditions, Technical Specifications and Performance Guarantee.*

A-7 We affirm that the said items will be delivered within one (01) months after we receive notice of acceptance of our Bid. (Order Confirmation)

A-8 We offer the lump sum fixed price of (Sri Lanka Rupees
..... (in words)
..... for Supply of Oil Spill Dispersant to
CPC as detailed out in this Bid document and details of the lump sum price is as given in
the schedule of prices. We agree that it is open to the Procurement Committee to reject
this offer or to accept.

Dated this day of2019.

Signature in the capacity of
..... duly authorized to sign Bid for and on behalf of :

Name

Address
.....
.....

Witnesses:

1. Signature:

2. Signature:

Name:

Name:

Address :

Address:

.....

.....

.....

.....

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

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 agency] hereby irrevocably 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) 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)]

Form of Agreement

This Agreement made this _____ day of _____ 2019, by and between CPC established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at No. 609, Dr. Danister De Silva Mwt., Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the “CPC” which terms of expression as herein used shall where this context so requires and admits mean & include the CPC & its Successors & assigns) of the one part and _____ of _____ a Company duly incorporated & having its registered Office at _____ (hereinafter called the “Agent” which terms of expression as herein used shall where this context so requires and admits mean & include the _____ & its successors & assigns) of the other part.

Whereas the CPC is desirous that the Goods known as the Supply of Oil Spill Dispersant should be supplied by the Contractor, and has accepted a Bid by the Contractor for the supply of such equipment, and the remedying of any defects therein.

The CPC and the Agent agree, as follows: -

In the Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Agent’s scope of work hereinafter referred to.

The following documents shall be deemed to form and be read and construed as a part of this Agreement.

- ***Letter of Acceptance dated _____.***
- ***The Technical Specifications***
- ***The Bid dated _____.***
- ***The Conditions of Contract***
- ***The Completed Schedules and***
- ***The Agent's Proposal***

In consideration of the payments to be made by the CPC to the Agent as hereinafter mentioned, the Agent hereby covenants with the CPC to supply and remedy any defects therein, fit for purpose in conformity in all respect according to the provisions of the Contract.

The CPC hereby covenants to pay the Agent in consideration of the Supply and the remedying of defects therein, the agreed Price or such other sum as may become payable under the provisions of the Agreement the times and in the manner prescribed by the Agreement.

In Witness whereof the parties have hereunto caused this Agreement to be executed the day, month & year afore written.

<i>Authorized Signature of the Chairman Of CPC</i>		<i>Authorized Signature of the Agent</i>	
<i><u>In the presence of</u></i>		<i><u>In the presence of</u></i>	
<i>Name</i>		<i>Name</i>	
<i>Signature</i>		<i>Signature</i>	
<i>Address</i>		<i>Address</i>	

FORMAT FOR PERFORMANCE GUARANTEE

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

Beneficiary :[Name and Address of Employer]

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] datedwith 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 theday of, 20... [insert date, 28 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)]