



CEYLON PETROLEUM CORPORATION

**PURCHASE OF AVIATION REFUELLING HOSE
ASSEMBLIES**

(B/25/2018)

BIDDING DOCUMENT

**INSTRUCTIONS TO BIDDERS
BID CONDITIONS
&
TECHNICAL SPECIFICATIONS**

TENDER NOTICE
CEYLON PETROLEUM CORPORATION
BID FOR THE PURCHASE OF AVIATION REFUELLING HOSE
ASSEMBLIES
B/25/2018

The Chairman, Procurement Committee, Ceylon Petroleum Corporation will receive sealed Bids from reputed & reliable Manufacturers or their Authorized Agents for the purchase of Aviation Refuelling Hose Assemblies.

Bidding documents can be obtained between **0900 hrs. and 1500 hrs. up to 19.04.2018** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09, on a written request and on payment of non-refundable fee of Rs. 1,000.00 (Rs. 852.51 + 2% NBT + 15% VAT) per set.

The Bid will be closed at **1400 hrs. on 20.04.2018** and opened at the Office of Manager (Procurement & Stores), immediately after closing time of the Bid. Bidders or their authorized representatives will be permitted to be present at the opening of the Bid.

Bids may be sent by post under registered cover or may be deposited in the Tender Box kept in the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01st Floor, No. 609, Dr. Danister De Silva Mwt, Colombo 09.

Bidding Documents may be inspected at the Office of Manager (Procurement & Stores) up to 1500 hrs. on **19.04.2018**. The Bidding Document is also available in the website www.ceypetco.gov.lk for inspection of interested bidders.

Clarifications (if any) shall be sought from the under mentioned Telephone/Fax numbers.

Chairman
Departmental Procurement Committee,
c/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.
Tele : 0094-11-5455330, 5455337
Fax : 0094-11-5455424

CEYLON PETROLEUM CORPORATION

Bid for the Purchase of Aviation Refuelling Hose Assemblies.

Invitation to Bid

Chairman, Procurement Committee, Ceylon Petroleum Corporation (CPC) at No. 609, Dr. Danister De Silva Mawatha, Sri Lanka, will receive sealed Bids from reputed & reliable Manufacturers or their authorized Agents, for the Purchase of Aviation Refuelling Hose Assemblies on the Import & Supply basis as per Technical Specifications.

Failure to furnish documents as indicated under Clause 1.4 of Instructions to bidders (ITB) may result in the Bid being rejected.

CONTENTS

	page
1. INSTRUCTIONS TO BIDDERS (ITB)	
1.1 Introduction	1
1.2 Basis of Bid	1
1.3 Issuing of Bid Documents	1
1.4 Documents to accompany the Bid	2
1.5 Sealing and marking of Bids	2
1.6 Period of Validity of Bids	3
1.7 Format and signing of Bids	3
1.8 Clarification of Bid Documents	3
1.9 Deadline for Submission of Bids	3
1.10 Late Bids	4
1.11 Modification, Substitution and Withdrawal of Bids	4
1.12 Closing of Bids	4
1.13 Opening of Bids by CPC	5
1.14 Bid Security Guarantee	5
1.15 Schedule of Prices	6
1.16 Preliminary Examination of Bids	6
1.17 Corrections of Errors	6
1.18 Evaluation of Bids	7
1.19 Procurement Committee's right to accept or reject any or all Bids	7
1.20 Award Criteria	8
2. CONDITIONS OF CONTRACT (COC)	
2.1 Performance Guarantee	9
2.2 Method of Payment	9
2.3 Delivery	9
2.4 Delays in Delivery	9
2.5 Default by Successful Bidder	10
2.6 Force Majeure	10
2.7 Arbitration	10
2.8 Termination	10
2.9 Governing Law	10
3 TECHNICAL SPECIFICATIONS	11

SCHEDULE OF PRICES..... 12-13

ANNEXURE – A - Form of Bid.....14-15

ANNEXURE – B - Format of Bid Security Guarantee.....16

ANNEXURE – C - Form of Agreement.....17-18

ANNEXURE – D - Format for Performance Guarantee.....19

01. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction

The Chairman, Procurement Committee on behalf of the Ceylon Petroleum Corporation (CPC), Sri Lanka, hereby invite sealed bids from reputed & reliable manufacturers or their authorized agents for the purchase of Aviation Refuelling Hose Assemblies complying with terms and conditions given in this Bidding Document.

1.2 Basis of Bid

1.2.1 Bids are to be forwarded on the Import & Supply basis in Colombo for the purchase of Aviation Refuelling Hose Assemblies to CPC in completely with all manufacturer's quality certificates with **Aviation Refuelling Hose Assemblies**.

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 purchase of Aviation Refuelling Hose Assemblies on delivered in Colombo as per the Technical Specifications stipulated in the Bidding document.

1.3 Issuing of Bidding Documents

Bidding documents will be issued up to **1500 hrs. 19.04.2018**. Any intending Bidder shall purchase Bidding document at Rs 1,000.00 (i.e. Rs. 852.51 + 2% NBT + 15% VAT) from Manager (Procurement & Stores), No. 609, Dr. Danister De Silva Mawatha, Colombo 09.

Bidding Document will consist of the following:

1. Invitation to Bidders
2. Instructions to Bidders (ITB)
3. Conditions of Contract (COC)
4. Technical Specifications
5. Schedule of Prices
6. Form of Bid
7. Format for Bid Security
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 offered.

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) Name of Manufacturer, Country & Country of Origin.
- (b) Company profile of the Authorized Agent
- (c) Detail specification of the Aviation Refuelling Hose Assemblies offered.
- (d) Certificate from manufacturer that the Aviation Refuelling Hose Assemblies offered is of the current models.
- (e) Manufacturer's Guarantees where applicable
- (f) Every Bidder should specify the conditions of warranty offered on time basis.
- (g) A Certificate to the effect that, all accessories for the model offered, will be manufactured and be available for a minimum period of 5 years.
- (h) Schedule of Prices (Schedule – A) duly completed and signed.
- (i) Form of Bid (Annexure –A) duly completed and signed.
- (j) Bid Security (as per Annexure B).
- (k) 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 accredited agent to act on their behalf to sell Aviation Refuelling Hose Assemblies 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 PURCHASE OF AVIATION REFUELLING HOSE ASSEMBLIES**" on the top left hand corner and the statement, "DO NOT OPEN BEFORE **1400 hrs. on 20.04.2018** (to be completed with the time and date specified in the Bid document) and shall be addressed to ;

Chairman,
Procurement Committee,
Bid for the Purchase of Aviation Refuelling Hose Assemblies,
Procurement & Stores Function,
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 03,
Tel. 011-5455330 Facsimile: 011-5455424

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 offer 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 PURCHASE OF AVIATION REFUELLING HOSE ASSEMBLIES” –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 initialed by the persons(s) signing the Bid.**

Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the persons) signing the Bid.

1.8 Clarification of Bidding Document

A prospective Bidder requiring any clarification of the Bidding 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 Bidding 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 prospective Bidders within Three (03) days prior to the closing of the Bid who have collected Bidding 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 Bidding documents, in which case all right 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 Bids, will be rejected and returned unopened to the Bidder.

1.11 Modification, Substitution & Withdrawal of Bids

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 dispatched 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 PURCHASE OF AVIATION REFUELLING HOSE ASSEMBLIES"**. The envelopes shall be sealed in an outer envelope, duly marked **"BID MODIFICATIONS"**.

A Bidder wishing to withdraw his Bid, shall notify the PC 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,
Procurement Committee,
Bid for the Purchase of Aviation Refuelling Hose Assemblies,
Procurement & Stores Function,
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.

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

1.12 Closing of Bids

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

Chairman,
Procurement Committee,
Bid for the Purchase of Aviation Refuelling Hose Assemblies
Procurement & Stores Function,
Ceylon Petroleum Corporation,
No.609, Dr. Danister De Silva Mawatha,
Colombo 09.

not later than 1400 hrs. Sri Lanka local time on **20.04.2018** If the Bidders or their representatives choose not to send their Bids under Registered Cover, they could deposit such Bids in the Tender Box provided for this purpose at the office of the;

Manager (Procurement & Stores)
Procurement & Stores Function,
Ceylon Petroleum Corporation,
No.609, Dr. Danister De Silva Mawatha,
Colombo 09.
Sri Lanka.

1.13 Opening of Bids by CPC

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

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

or such other place as arranged if the Manager (Procurement & Stores)' 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 Bids will not be entertained and will be returned unopened to the Bidder.

Bids (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

Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be held 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 or a Cash Deposit payable to the CPC on demand in a sum of Rs. 40,000.00. (Forty Thousand only).

The Bid Security Guarantee should be valid for 107 days (One Hundred & Seven) days from the date of closing of Bid. A format of Bid Security Guarantee is attached in Annexure “B”.

Failure to submit the Bid Security 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 offer the award is made to the successful Bidder. The Bid Security 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, Name of the manufacturer & Country of manufacturer. 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.

1.16 Preliminary Examination of Bids

The CPC 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 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 figure and the amount in words, the amount in words will prevail.

1.17.2 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 Bid. If the Bidder does not accept the correct amount of Bid, his Bid shall be rejected and the Bid Guarantee will be forfeited.

1.17.3 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 bid 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. The rates will be adjusted with the concurrence of the Bid to reach the Bided figure. If the bidder does not agree for such adjustments, his bid shall be rejected and the Bid Guarantee will be forfeited.

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 C & F prices of Aviation Refuelling Hose Assemblies together with the other charges and 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 Aviation Refuelling Hose Assemblies in Sri Lanka.
- ✓ Delivery Schedule
- ✓ Availability of After Sales Services

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

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 rights to reject any or all Bids 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 Bidding document, soon after the decision of the Procurement Committee.

1.20 Award Criteria

Subject to ITB Clause 1.10 the Procurement Committee will award the contract 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 at CPC Head Office, No. 609, Dr. Danister De Silva Mawatha, Colombo 09, conforming to Technical Specifications, and strictly on the agreed schedule which should be within 02 Months 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.

(2) 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 recognized 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 tender, 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 favor 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 Method of Payment

2.2.1 C&F Basis

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

2.3 Delivery

This Hose to be delivered to CPC within Two (02) months from the date of Order Confirmation.

2.4 Delays in Delivery

Where the Supplier does not supply of Aviation Refuelling Hoses in due time, in accordance with the stipulated and agreed dates of delivery, as given in the bidding document, the Ceylon Petroleum Corporation, will have the right to make suitable alternate arrangements for the required supplies. Delays for reasons beyond the suppliers control which is acceptable to CPC, such situations will be dealt accordingly.

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 Aviation Refuelling Hose Assemblies 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 as 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 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.

2.8 Termination

Ceylon Petroleum Corporation may at any time terminate the contract by giving written notice to the supplier, if the Supplier breach of any of the provisions in the contract with CPC for the supply of vehicle/s or becomes bankrupt or otherwise insolvent. In this event, termination will be done without compensation to the Supplier, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to CPC.

2.9 Governing Law

The law of the Democratic Socialist Republic of Sri Lanka is applicable

(3) TECHNICAL SPECIFICATIONS

Item	Description	Part no.	Length	Qty.
1	<p>4 Inch 12m long “ Neon Band” Type-C aviation hose assembly with 3 textile braids, according to latest edition of EI 1529 7th Edition</p> <p><u>One side</u> MC 100-4”BSP Brass Tin plated female fittings with bolted clamp or Equivalent.</p> <p><u>Other side</u> VC 100-4”BSP Brass Tin plated male fitting with bolted clamp or Equivalent.</p> <p>Note:- Hose shall be supplied with test certificate (including pressure and conductivity)</p>	VHD 100C or Equivalent	12m.	02
2	<p>2 ½ Inch 30m long “Neon Band” Type-C aviation refueling hose assembly with 2 textile braids, according to latest edition of EI 1529 7th Edition</p> <p><u>One side</u> MC 63-2 ½”BSP Brass Tin plated female fittings with bolted clamp or Equivalent.</p> <p><u>Other side</u> VC 63-2 ½” BSP Brass Tin plated male fitting with bolted clamp or Equivalent.</p> <p>Note:- Hose shall be supplied with test certificate (including pressure and conductivity)</p>	HD 63C or Equivalent	30m.	04
3	<p>4 Inch 3.15m long “Yellow Band” Type-E Tank Truck Suction Hose with steel helix without couplings, complying with EI 1529 7th Edition for aviation fuel</p> <p>Note: - Hose shall be supplied with test certificate.</p>	TW 100 E or Equivalent	3.15m.	02
4	<p>1 ¼ Inch 10.5m long “Neon Band” Type-C aviation refueling hose assembly with 2 textile braids, according to latest edition of EI 1529 7th Edition</p> <p><u>One side</u> MC 32- 1 ¼” BSP Brass Tin plated female fittings with bolted clamp or Equivalent.</p> <p><u>Other side</u> VC 32- 1 ¼” BSP Brass Tin plated male fitting with bolted clamp or Equivalent.</p> <p>Note:- Hose shall be supplied with test certificate (including pressure and conductivity)</p>	HD 32 C or Equivalent	10.5 m	01

SCHEDULE OF PRICES

IMPORT & SUPPLY

Item	Description	Part no.	Length	Qty.	Unit Price	Total Price
1	<p>4 Inch 12m long “ Neon Band” Type-C aviation hose assembly with 3 textile braids, according to latest edition of EI 1529 7th Edition</p> <p><u>One side</u> MC 100-4”BSP Brass Tin plated female fittings with bolted clamp or Equivalent.</p> <p><u>Other side</u> VC 100-4”BSP Brass Tin plated male fitting with bolted clamp or Equivalent.</p> <p>Note:- Hose shall be supplied with test certificate (including pressure and conductivity)</p>	VHD 100C or Equivalent	12m.	02		
2	<p>2 ½ Inch 30m long “Neon Band” Type-C aviation refueling hose assembly with 2 textile braids, according to latest edition of EI 1529 7th Edition</p> <p><u>One side</u> MC 63-2 ½”BSP Brass Tin plated female fittings with bolted clamp or Equivalent.</p> <p><u>Other side</u> VC 63-2 ½” BSP Brass Tin plated male fitting with bolted clamp or Equivalent.</p> <p>Note:- Hose shall be supplied with test certificate (including pressure and conductivity)</p>	HD 63C or Equivalent	30m.	04		
3	<p>4 Inch 3.15m long “Yellow Band” Type-E Tank Truck Suction Hose with steel helix without couplings, complying with EI 1529 7th Edition for aviation fuel</p> <p>Note: - Hose shall be supplied with test certificate.</p>	TW 100 E or Equivalent	3.15m.	02		

4	1 ¼ Inch 10.5m long “Neon Band” Type-C aviation refueling hose assembly with 2 textile braids, according to latest edition of EI 1529 7 th Edition <u>One side</u> MC 32- 1 ¼” BSP Brass Tin plated female fittings with bolted clamp or Equivalent. <u>Other side</u> VC 32- 1 ¼” BSP Brass Tin plated male fitting with bolted clamp or Equivalent. Note:- Hose shall be supplied with test certificate (including pressure and conductivity)	HD 32 C or Equivalent	10.5 m	01		
5	Total FOB Value					
6	Total Freight					
7	Total C & F Value					
8	Local Agency Commission (if any)					
9	Grand Total					

Grand Total in word :

Offer Validity :

Delivery Period :

Payment Terms :

Country of Manufacturer :

Name of the Manufacturer :

Country of Origin :

Warranty Period :

Name of Bidder :

Address :

Signature of Bidder :

Company Seal Date :

Form of Bid

To: The Chairman
Procurement Committee,
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.
SRI LANKA

From:
.....
.....

Sir,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of contract for the purchase of Aviation Refuelling Hose Assemblies, 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 Tender 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 tender you may receive.
- A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Bidding document.
- A-5 We agree to abide by this Tender for the period of Seventy Seven (77) days from the date of opening of the Tender. 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 and Performance Guarantee.
- A-7 We affirm that the said items will be delivered within Two (02) months after we receive notice of acceptance of our Tender from the CPC.
- A-8 We offer the lump sum fixed price of Sri Lanka Rupees (in words) for Supply, of , as detailed out in this bidding 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 of2018.

Signature in the capacity of

..... duly authorized to sign tenders 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 Guarantee, 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 Guarantee 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 _____ 2018, by and between CPC established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at 109, “Rotunda Tower”, Galle Road, Colombo 03 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 purchase of Aviation Refuelling Hose Assemblies should be supplied by the Supplier, and has accepted a Bid by the Supplier for the supply of such Goods and the remedying of any defects therein.

The CPC and the Agent agree, as follows: -

1. In the agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Contractor’s scope of work hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement.
 - **Letter of Acceptance dated _____.**
 - **The Bid dated _____.**
 - **The Conditions of Contract**
 - **Technical Specifications**
 - **The Completed Schedule of prices and**
 - **The Local Agent’s Proposal**
3. 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 Agreement.

4. 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 Contract at 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.

Authorized Signature of the Chairman of CPC		Authorized Signature of the Supplier	
<u>In the presence of</u>		<u>In the presence of</u>	
Name		Name	
Signature		Signature	
Address		Address	

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, 2018 [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)]