



CEYLON PETROLEUM CORPORATION

SUPPLY OF SPARE PARTS FOR CRUDE OIL SPBM (ANCHOR CHAINS & SHACKLES)

B/36/2020

BIDDING DOCUMENT

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

INVITATION FOR BIDS

MINISTRY OF POWER & ENERGY

CEYLON PETROLEUM CORPORATION

SUPPLY OF SPARE PARTS FOR CRUDE OIL SPBM
(ANCHOR CHAINS & SHACKLES)

B/36/2020

The Chairman, Procurement Committee, Ceylon Petroleum Corporation will receive sealed Bids from Reputed Manufacturers or their authorized Export Agents abroad or their authorized Local Agents (Manufacturer's or Export Agent's) for the supply of Anchor Chains & Shackles required for the maintenance of Crude Oil on C & F or Ex-stock basis.

Bidding documents can be obtained Free of Charge between **0900 hrs. and 1500 hrs. up to 11.09.2020** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09. The interested bidders may download the bidding document from the web site www.ceypetco.gov.lk and submit their bids in compliance to conditions of the bidding document.

The Bid will be closed at **1400 hrs. on 14.09.2020** 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 **11.09.2020**.

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

Chairman,
Procurement Committee,
C/o Manager (Procurement & Stores)
Ceylon Petroleum Corporation,
01st Floor,
No. 609, Dr. Danister De Silva Mwt.,
Colombo 09.
Tele : 5455330, 5666225
Fax : 5455424

CEYLON PETROLEUM CORPORATION

BID FOR THE SUPPLY OF ANCHOR CHAINS & SHACKLES

B/36/2020

Invitation to Bid

Chairman, Procurement Committee, Ceylon Petroleum Corporation (CPC) at No. 609, Dr. Danister De Silva Mwt., Colombo 09, Sri Lanka, will receive sealed Bids from manufacturers or their authorized Local Agents for the supply of Anchor Chains & Shackles on C & F or Ex-stock basis.

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

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01. INSTRUCTION TO BIDDERS (ITB)

1.1 Introduction

The Chairman, Procurement Committee, Ceylon Petroleum Corporation will receive sealed Bids from Reputed Manufacturers or their authorized Export Agents abroad or their authorized Local Agents (Manufacturer's or Export Agent's) for the supply of Anchor Chains & Shackles required for the maintenance of Crude Oil on C & F or Ex-stock basis.

1.2 Basis of Bid

- 1.2.1 Bids are to be forwarded on the basis of C & F (delivered to Colombo) or Ex-stock basis for the supply of Anchor Chains & Shackles to CPC in completely with all manufacturer's quality certificates, past supply records.
- 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 Anchor Chains & Shackles on basis of C & F (delivered to Colombo) or Ex-stock basis as per the Technical Specifications stipulated in the Bidding document.

1.3 Issuing of Bidding Documents

Bidding Documents will be issued free of charge up to **1500 hrs. on 11.09.2020** from Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09.

Bid 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 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 and the Country of Manufacture.
- (b) Detail specification in compliance to the Technical Specification (Section 3 of this Doc.), engineering drawings and internationally published brochures for Anchor Chains & Shackles offered.
- (c) Certificate for the Manufacturers' Guarantees for the items offered.
- (d) Every Bidder should specify the conditions of warranty for a period of ten (10) (min.) years from the date of delivery to Sri Lanka.
- (e) Availability of Mill Test Certificates (including Chemical Composition & Physical Properties) according to EN 10204 type 3.2 to be indicated
- (f) Schedule of Prices duly completed and signed.
- (g) Form of Bid (Annexure- A) duly completed and signed.
- (h) Bid Security Guarantee (as per Annexure B).
- (i) Past Performance – Bidders should forward past supply records of the brand offered for the **last 5 years** to the European countries (USA, Europe & Japan) together with details of clients.
- (j) Delivery schedule in compliance to clause no. 2.3.2 (Shipment & Deliveries) of the bidding document.
- (k) A form of compliance with CPC requirements should be submitted by the bidder.

1.5 Submission of Bid

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

A local firm acting as Agent for more than one Principal Bidder should get each of his Principal Bidders he represents to bid on separate sets of Bidding Documents.

1.6 Sealing and marking of Bids

Bids shall be submitted in duplicates as per the conditions specified in this Bidding 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 ANCHOR CHAINS & SHACKLES**" (the Invitation to Bid title) on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs. on 14.09.2020** (to be completed with the time and date specified in the Bid document) and shall be addressed to:

Chairman,
 Departmental Procurement Committee,
 c/o Procurement & Stores Function,
 Ceylon Petroleum Corporation,
 1st Floor,
 No. 609, Dr. Danister De Silva Mawatha.,
 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.

1.7 Period of validity of Bids

1.7.1 All offers shall be valid for a **minimum period of 91 (Ninety One) 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.**

1.7.2 Prices indicated in the Schedule of Prices, (Clause 1.16 below) shall be firm and shall not be subject to any price variation within the period of validity stated in (1.7.1) above.

1.8 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 ANCHOR CHAINS & SHACKLES**" – **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 person(s) signing the Bid.**

Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the person(s) signing the Bid. All corrections shall be very clear and no overwriting shall be accepted.

1.9 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 1.6. 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 all prospective Bidders within Three (03) days prior to the closing of the Bid who have collected Bidding documents.

1.10 Deadline for Submission of Bids

Chairman, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.6 not later than the time and date stipulated in clause 1.13.

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.

1.11 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.

1.12 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 1.8 of any modifications to his Bid, clearly identified as such in two envelopes, duly marked **"BID FOR THE SUPPLY OF ANCHOR CHAINS & SHACKLES"**. 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 address given in ITB clause 1.6, 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.

1.13 Closing of Bids

Bid, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach to the address given in ITB clause 1.6, **not later than 1400 hrs. Sri Lanka local time on 14.09.2020**. If the Bidders or their representatives choose not to send their Bid 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,
1st Floor, No. 609,
Dr. Danister De Silva Mwt.
Colombo 09.

1.14 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 Mawatha.,
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 1.12) that are not opened will not be considered for evaluation, regardless of the circumstances.

1.15 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 Commercial Bank in Sri Lanka, and payable to the CPC on demand in a sum of **Rs. 900,000.00 (Rupees Nine Hundred Thousand only)**.

The Bid Security Guarantee should be valid for **121 (One Hundred and Twenty One) days** from the date of closing of Bid. (i.e. 12.01.2021) 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**.

1.16 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.

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

1.17 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.

1.18 Corrections of Errors

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- 1.18.1 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- 1.18.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless 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.
- 1.18.3 If the total Bid price increases due to corrections made on above procedure, the bid price shall not be adjusted to the increased price and the corrections should be readjusted within the Bid price in consultation with the Bidder.
- 1.18.4 If the bid price decreases by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the Bidder and shall be considered as binding upon the Bidder.
- 1.18.5 If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security shall be forfeited.

1.19 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 Bidding document including the information / details requested Under Clause 1.4 of ITB.

Financial Evaluation of Bid

The comparison of the Delivered to Colombo price for the "Supply of Anchor Chains & Shackles" together with the local agency commission (if any) will be evaluated.

If a Bidder submit a bid on C & F basis, CPC will calculate the estimated delivered cost based on the taxes/duties and other expenses to be incurred by CPC for the delivery of goods up to CPC and evaluation will be done accordingly.

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 Anchor Chains & Shackles
- ✓ Delivery Schedule
- ✓ Availability of After Sales Services.

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

1.20.1 The Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.

1.20.2 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.

1.20.3 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.

1.21 Award Criteria

Subject to ITB Clause 1.19 the Procurement Committee will award this contract for supply of Anchor Chains & Shackles 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, Anchor Chains & Shackles conforming to period of delivery as per clause 2.3 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.

1.22 Period of Guarantee

The offered item should have a guarantee for the period of ten (10) years minimum for material and manufacturing defects from the date of delivery of Anchor Chains & Shackles to CPC.

In the case of a failure of a stud link chain (180 feet Long) during the period of Warrantee, the Supplier/Manufacturer should replace the defective stud link chain, with a complete set of the stud link chain (180 feet Length) without an additional cost 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 Commercial 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 Method of Payment

2.2.1 For Import and Supply

Payments shall be made by an irrevocable Letter of Credit, 90% of the FOB value on receipt of goods to CPC and the balance 10% after the acceptance of goods by CPC.

2.2.2 For Ex-Stock Supply

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

2.3 Shipment & Delivery

2.3.1 Third Party Inspection Certificates as per clause No. 2.13.1 & 2.13.2 of Particular Conditions, shall be sent before the shipment to CPC by courier & CPC in return will send a letter of acceptance back to the supplier within 10 days. Shipment should be made only after receipt of CPC Letter of Acceptance.

2.3.2 Anchor Chains & Shackles shall be delivered to CPC Head Office at No. 609, Dr. Danister De Silva Mawatha, Colombo 09 within six (06) months from the date of opening the L/C.

2.4 Delays in Delivery

Where the Supplier does not deliver the Anchor Chains & Shackles 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 Supplier's 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 Anchor Chains & Shackles 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 Assurance on Delivery

The successful Bidder will be called upon to supply to the Ceylon Petroleum Corporation the supply of Anchor Chains & Shackles confirming to specifications and strictly abide by the agreed delivery dates, which shall be less than six (06) months from the date of establishment of the Letter of Credit. (Shorter delivery periods are most welcome). However, Bidders shall indicate the period within which the item could be dispatched from the date of confirmation of the order.

2.7 Penalty on Delayed Delivery

If the successful bidder could not deliver the total quantity within the delivery period agreed in his bid, a penalty charge of the sum of 1/1000th of the total F.O.B. value per day or part thereof up to a 10% of the total F.O.B. value will be recovered from the payment to the bidder & this requirement will also be included in the Letter of Credit as a condition. However, CPC reserves the right to cancel the award of the tender, if the total quantity is not delivered within the delivery period agreed by the bidder in his bid.

2.8 Packing

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

2.9 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.

2.10 Bidder's Standard Conditions of Sale

Bidder's standard conditions of sale, usually printed on the reverse side of the Pro-forma Invoice or in a separate format will not be accepted. The conditions of bid of CPC will prevail.

2.11 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.

2.12 Governing Law

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

2.13 Particular Conditions

2.13.1 Recognized third party inspection certificates for Material, Mill test certificate (in accordance with MTC EN 10204 3.2), Dimension of links, quality, quantity, packaging & Marking requirements and load testing shall be sent before shipment.

2.13.2 3rd party pre-shipment inspectors should be one of the following institutions.

- a. Lloyds
- b. S.G.S
- c. B.V
- d. ABS

2.13.3 In addition to the above 3rd party inspection, Bidder shall allow two mechanical engineers nominated by CPC to witness the tests, procedures and perform inspection at the manufacturing site for minimum of 2 consecutive days.

And the bidder shall at his own cost, afford all proper and reasonable facilities covering return air tickets, food and accommodation, travelling for examining, inspection and testing the Anchor Chains & Shackles and shall also supply free-of-charge such apparatus, materials, tools, gauges, labour and assistance as may be required from time to time, for the purpose of such examinations, inspections & testing.

2.13.4 Country of origin/ manufacturer shall be mentioned.

2.13.5 Warranty shall be 10 years for material and manufacturing defects. (to be specified by a covering letter).

2.13.6 Items should be confirmed with OCIMF standards.

2.13.7 Heat number & load to be clearly indicated on each item (each length of chains, shackles & swivel Joint) by steel dye stamping or by water resistant paint.

03 TECHNICAL SPECIFICATIONS

Item No.	Description	Material	Quantity
1	3 ¹ / ₄ " (Three & Quarter inches) diameter stud link chains with all common links, 180 FT long.	Grade U3	13
2	Kenter type Joining shackle for the 3 ¹ / ₄ " dia. Stud link chain with certification	Grade U3	18
3	Super Swivel for 3 ¹ / ₄ " dia. Stud link chain to accept common links each end	Grade U3	6

- Items should be confirmed with OCIMF standards.

SCHEDULE OF PRICES (C & F BASIS)

No.	Qty.	Unit	Description	Unit Price
1	13	Nos.	3 ¹ / ₄ " (Three & Quarter inches) diameter stud link chains with all common links, 180 FT long.	
2	18	Nos.	Kenter type Joining shackle for the 3 ¹ / ₄ " dia. Stud link chain with certification	
3	06	Nos.	Super Swivel for 3 ¹ / ₄ " dia. Stud link chain to accept common links each end	

- 1. Total (FOB Value) :
- 2. Total Ocean Freight :
- 3. Total C&F Value :
- 4. Less Discount (if any) :
- 5. Cost of 3rd Party Inspection :
- 6. Cost for the inspection by CPC Engineers :
- 7. Local Agency Commission (if any) :
- 8. Grand Total :

Grand Total in words :

Period of Validity of the offer :

Name of Manufacturer :

Country of Manufacturer :

Country of Origin :

Name of the 3rd Party Inspector :

Delivery Period :

Warranty Period :

Name of the Bidder :

Address :
:
:

Tele/Fax Nos. :

Signature of Bidder :

SCHEDULE OF PRICES (Ex-stock Basis)

No.	Qty.	Unit	Description	Unit Price
1	13	Nos.	3 ¹ / ₄ " (Three & Quarter inches) diameter stud link chains with all common links, 180 FT long.	
2	18	Nos.	Kenter type Joining shackle for the 3 ¹ / ₄ " dia. Stud link chain with certification	
3	06	Nos.	Super Swivel for 3 ¹ / ₄ " dia. Stud link chain to accept common links each end	

- 1. Total Value :
- 2. Add : (.....%) VAT :
- 3. Sub total 1 :
- 4. Less Discount (if any) :
- 5. Cost of 3rd Party Inspection :
- 6. Grand Total :

Grand Total in words :

Period of Validity of the offer :

Name of Manufacturer :

Country of Manufacturer :

Country of Origin :

Name of the 3rd Party Inspector :

Delivery Period :

Warranty Period :

Name of the Bidder :

Address :
.....
.....

Tele/Fax Nos. :

Signature of Bidder :

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 Anchor Chains & Shackles, 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 Ninety One (91) 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 (.....) weeks after we receive notice of acceptance of our Bid. (Order Confirmation)

A-8 We offer the lump sum fixed price of(in words) for Supply of Anchor Chains & Shackles to CPC as detailed out in this Bid document and details of the lump sum price 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 of2020 in the capacity of duly authorized to sign Bid for and on behalf of and on behalf of :

Signature

Name

Address
.....
.....

Witnesses:

1. Signature: 2. Signature:

Name: Name:
.....

Address : Address:
.....
.....

ANNEXURE-B

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 _____ 2020, 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 Mawatha, 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 “Anchor Chains & Shackles” shall 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**
- **Particular Conditions**
- **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 Contract 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 Agent	
<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....., 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.

This guarantee shall be governed by the laws of Sri Lanka and shall be subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above.

.....
[Signature(s)]