



CEYLON PETROLEUM CORPORATION

**PURCHASING OF EXPLOSION PROOF BLOWER
WITH A DUCT FOR TANK CLEARING PURPOSE AT
REFUELLING TERMINAL MATTALA**

B/41/2020

BIDDING DOCUMENT

2020

TENDER NOTICE

CEYLON PETROLEUM CORPORATION

BID FOR THE PURCHASING OF EXPLOSION PROOF BLOWER WITH DUCT FOR TANK CLEANING PURPOSE AT REFUELLING TERMINAL MATTALA

B/41/2020

The Chairman, Procurement Committee, Ceylon Petroleum Corporation will receive National Competitive Bids from Manufacturers or their Accredited Local Agents for reputed brands of 01 No. Explosion Proof Blower with duct for tank cleaning purpose at Refueling Terminal, Mattla.

Bidding documents can be obtained between **0900 hrs. and 1500 hrs. up to 30.09.2020** 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. 925.93+ 8% VAT) per set.

The Bid will be closed at **1400 hrs. on 02.10.2020** 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 **30.09.2020**. 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 : 0094-11-5455331
Fax : 0094-11-5455424

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1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction

- 1.1.1 The Chairman, Departmental Procurement Committee on behalf of the Ceylon Petroleum Corporation (CPC), Sri Lanka, hereby calls Bids from manufacturers or their authorized local agents for the Purchasing of 01 No. Explosion Proof Blower with duct for tank cleaning purpose at Refueling Terminal, Mattla complying with terms and conditions given in this Bidding Document.

1.2 Basis of Bid

- 1.2.1 Bids are to be forwarded for the Purchasing of 01 No. Explosion Proof Blower to CPC with all manufacturer's data sheets/books, Manuals, Spare parts Catalogues for the equipment.
- 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 Purchasing of Explosion Proof Blower as per the Technical Specifications and Conditions stipulated in the Bidding document.

1.3 Issue of Bidding Documents

- 1.3.1 Bidding documents will be issued up to 1500 hrs. 30.09.2020. Any intending Bidder shall purchase Bidding document at Rs 1,000.00 (i.e. Rs. 925.93 + 8% VAT) from Manager (Procurement & Stores), No. 609, Dr. Danister De Silva Mawatha, Colombo 09.

- 1.3.2 Bidding Document will consist of the following:

- a) Invitation to Bidders
- b) Instructions to Bidders (ITB)
- c) Conditions of Contract (COC)
- d) Technical Specifications
- e) Schedule of Prices
- f) Form of Bid
- g) Format for Bid Security
- h) Form of Agreement
- i) Format for Performance Guarantee

1.4 Documents to accompany the Bid

- 1.4.1 All Bids should contain adequate particulars in respect of the items offered.
- 1.4.2 **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.**

| | Required Documents | Compliance (Yes/No) |
|------|---|---------------------|
| i. | Name of Manufacturer and Country of Origin. | |
| ii. | Company profile of the Authorized Local Agent (if applicable) | |
| iii. | Detail specification of the Explosion Proof Blower offered including drawings, installation, manual, etc. | |
| iv. | Certificate from manufacturer that the Explosion Proof Blower offered is of the current models. | |
| v. | Manufacturer's Guarantees where applicable | |
| vi. | Every Bidder should specify the conditions of warranty offered on time basis. | |
| ix. | Schedule of Prices duly completed and signed | |
| x | Form of Bid (Annex A) duly completed and signed | |
| xi | Form of Bid Security Guarantee (Annex B) | |
| xii | Delivery schedule | |

1.5 Sealing and marking of Bids

1.5.1 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 01 NO. EXPLOSION PROOF BLOWER WITH A DUCT FOR TANK CLEANING PURPOSE AT REFUELING TERMINAL, MATTALA**" on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs. on 02.10.2020** (to be completed with the time and date specified in the Bid document) and shall be addressed to ;

Chairman,
Procurement Committee,
Bid for the Purchasing of Explosion Proof Blower,
Procurement & Stores Function,
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 03,
Tel. 011-5455330 Facsimile: 011-5455424

1.5.2 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

- 1.7.1 The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, **“01 NO. EXPLOSION PROOF BLOWER WITH A DUCT FOR TANK CLEANING PURPOSE AT REFUELING TERMINAL, MATTALA” – Original and Duplicate** as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.
- 1.7.2 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.**
- 1.7.3 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

- 1.8.1 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

- 1.9.1 Chairman, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.5 not later than the time and date stipulated.
- 1.9.2 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

1.10.1 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

1.11.1 The Bidder may modify or withdraw his Bid after submission, provided that written notice of the modification or withdrawal is received by the CPC, prior to the deadline prescribed for Bid submission.

1.11.2 The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows;

1.11.3 The Bidders shall provide an Original and a Duplicate as specified in the ITB clause 1.7 of any modifications to his Bid, clearly identified as such in two envelopes, duly marked "**BID FOR THE PURCHASING OF 01 NO. EXPLOSION PROOF BLOWER WITH A DUCT FOR TANK CLEANING PURPOSE AT REFUELING TERMINAL, MATTALA**". The envelopes shall be sealed in an outer envelope, duly marked "**BID MODIFICATIONS**".

1.11.4 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 as given in clause 1.5 bearing the tender name and the words "TENDER WITHDRAWAL NOTICE". Tender 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

1.12.1 Bids, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach the above address not later than 1400 hrs. Sri Lanka local time on 02.10.2020. 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.

1.13 Opening of Bids by CPC

1.13.1 Bids will be opened immediately after the closing date and time fixed for receipt of Bids, at the office of the Manager (Procurement & Stores) or such other place as arranged if the Manager (Procurement & Stores)' Office is not available.

- 1.13.2 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.
- 1.13.3 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.
- 1.13.4 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

- 1.14.1 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. (Fourty Thousand only).
- 1.14.2 The Bid Security Guarantee should be valid for 107 (One Hundred & Seven) days (i.e. 17.01.2021) from the date of closing of Bid. A format of Bid Security Guarantee is attached in Annexure "B".
- 1.14.3 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.
- 1.14.4 Bid Security Guarantee from unsuccessful Bidders will be returned to them after 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.
- 1.14.5 The bid security may be forfeited
- a. If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Form of Bid; or
 - b. If the bidder does not accept correction of its bid price pursuant to ITB sub-clause 1.17.
 - c. If the successful bidder fails within the specified time to;
 - i. Sign the contract; or
 - ii. Furnish the required Performance Security

1.15 Schedule of Prices

- 1.15.1 Bidder shall submit their offer in Schedule attached indicating Offer Validity Delivery Period. Payment Terms & Country of Origin. Rates quoted should be computed on the basis in Sri Lanka Rupees.
- 1.15.2 Bidders are also required to duly sign and return the Schedule of Prices – marked Schedule indicating their offers in detail together with the Pro-forma Invoice.

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

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

1.16 Preliminary Examination of Bids

1.16.1 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.

1.16.2 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

1.17.1 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:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, 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.
- (c) 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.
- (d) 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.
- (e) If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited.

1.18 Evaluation of Bids:

1.18.1 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.

1.18.2 The evaluation methodology will comprise:

- (a) 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.

- (b) Financial Evaluation of Bids: The comparison of the prices of Explosion Proof Blower 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.

- Availability of spare parts for min 5 years.
- Past supply records of the offered brand and list of users (with their contact details) 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

- 1.20.1 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.
- 1.20.2 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.
- 1.20.3 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 Sales Services

- 1.21.1 Bidder shall indicate availability of after sales services and maintenance facilities in detail with the offer for the purpose of evaluation. The supplier will be required to enter into a maintenance agreement with the CPC.

2. CONDITIONS OF CONTRACT (COC)

2.1 Performance Guarantee

- 2.1.1 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.
- 2.1.2 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.
- 2.1.3 The successful Bidder, in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, costs, expenses and damages, which the CPC may sustain in consequence of such failure and the Bid Security Guarantee shall be forfeited.
- 2.1.4 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 Payment shall be made within 30 days after the delivery and acceptance by CPC.

2.3 Delivery

- 2.3.1 The Explosion Proof Blower be delivered to CPC within **Three (03) months** from the date of Order Confirmation.

2.4 Liquidated Damages

- 2.4.1 Liquidated Damages amounts to Rs. 2,000.00 will be levied per each day delayed beyond the period of delivery specified in the contract.

2.5 Defaults by Successful Bidder

- 2.5.1 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 Purchasing of Explosion Proof Blower according to the Technical Specifications the CPC has the right to forfeit the performance guarantee of the supplier.
- 2.5.2 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

2.6.1 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

2.7.1 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.

2.7.2 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

2.8.1 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

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

3. TECHNICAL SPECIFICATIONS

01 NO. EXPLOSION PROOF BLOWER WITH A DUCT FOR TANK CLEANING PURPOSE AT REFUELING TERMINAL, MATTALA

| No | Specification | CPC Requirement | Bidder Specification |
|----|-------------------------------|---|----------------------|
| 01 | Brand Name | Please specify | |
| 02 | Model | Please specify | |
| 03 | Country of Manufacture | Please specify | |
| 04 | Motor horsepower | Approx. 1.5 Hp | |
| 05 | Voltage | 220 VAC | |
| 06 | Amps | 1.8@ Startup and 1.2 Constant | |
| 07 | CFM delivery | 4450+ | |
| 08 | Wiring | 70 foot cord, 20 amp, 6-20 Exp proof twist lock plug | |
| 09 | Ambient operating temperature | 0 to 80 C | |
| 10 | Noise level | 90 db | |
| 11 | Fan type | Box Fan/Blower | |
| 12 | Flange Size | 16 inch intake and exhaust | |
| 13 | Dimensions | Approx. 19" W x 18" H x 12" D | |
| 14 | Weight | Approx. 61 lbs. | |
| 15 | IP rang | IP 65 | |
| 16 | UL and ATEX | Class 1, Group D Class 11, Group E, F and G ATEX 11 2 G EX d 11B T6 Temp rating | |
| 17 | Features | <ol style="list-style-type: none"> 1. Aluminum non-sparking blower blade is precision balanced. 2. High strength, anti-static glass reinforced ABS housing is light weight corrosion proof and chemical resistant. 3. Reversible duct adaptor 4. Standard with a 20 amp explosion proof plug. 5. 15 foot long single-ply polyester reinforced PVC vinyl fabric hose with an external wear strip reinforced with a spring steel wire helix duct shall be provided. It shall lightweight for blower applications and highly cornpressible. | |
| 18 | Warranty | One Year | |

SCHEDULE OF PRICES

- 1) Unit Price :
 - 2) Insurance :
 - 3) Freight Charges :
 - 4) Total CIF :
 - 5) Grand Total :
 - 6) Grand Total in Words :
-

Name of Bidder :

Address :

Country of Origin :

Delivery :

Warranty ;

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 Purchasing of Explosion Proof Blower 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 **Three (03) 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 of2020.

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 _____ 2019, by and between CPC established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at 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 the Purchasing of Explosion Proof Blower 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] dated

.....with you, for the [insert “ construction”/ “Supply”] of[name of contract and brief description of Works] (hereinafter called “the Contract”)

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[amount in figures] (.....) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than theday of, 2019 [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)]