



Ceylon Petroleum Corporation

PURCHASE OF A BOAT

B/44 /2020

BIDDING DOCUMENT

INSTRUCTION TO BIDDERS
BID CONDITIONS
&
TECHNICAL SPECIFICATION

2020

PROCUREMENT NOTICE
MINISTRY OF ENERGY
CEYLON PETROLEUM CORPORATION
BID FOR THE PURCHASE OF A BOAT

B/ 44/2020

The Chairman, Departmental Procurement Committee (DPC), on behalf of Ceylon Petroleum Corporation invites sealed Bids from reputed Manufacturers, their Export Agents abroad or their authorized Local Agents for the Supply of a Boat having a capacity to transport five (05) passengers up to 1400 hrs. on 23.10.2020. The purpose of this Boat is to provide transport facilities to officers who are involved in providing security to Offshore Facilities of CPC.

Bidding documents can be obtained between 0900 hrs. and 1500 hrs. up to 22.10.2020 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01st Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09 on a written request and payment of non-refundable fee of Rs. 1000.00 (i.e 925.63 + 8% VAT) per set.

The Bid will be closed at 1400 hrs. on 23.10.2020 and opened immediately thereafter in the Office of Manager (Procurement & Stores) at the above address, immediately after closing time of the Bid. Bidders or their authorized representatives will be permitted to be present at the time of opening of Bids.

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) at the above address.

Bidding document may be inspected at the office of Manager (Procurement & Stores). The Bidding Document indicating conditions of the bid and the specification is available on website www.ceypetco.gov.lk for information the interested bidders.

Clarification if any shall be sought from Manager (Procurement & Stores) over T/P Nos. 5455330 (Fax No. 5455424).

All bids shall be accompanied by a Bid Security obtained from a Bank or Treasury approved Insurance Company to a value of Rs. 500,000.00

Chairman
Departmental Procurement Committee,
C/o. Manager (Procurement & Stores),
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor, Dr. Danister De Silva Mawatha,
Colombo 09.

Telephone : 011-5455331
Fax : 011- 5455424

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1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction

- 1.1.1 Chairman, Procurement Committee, Ceylon Petroleum Corporation (CPC) is calling Bids for the purchase of a Boat to CPC. The purpose of the Boat is to provide transport facilities to the CPC Personal who are involved in providing the Security to Offshore facilities of CPC during 365 days under any whether conditions. The Boat proposed by bidders should have the capacity to transport five (05) passengers.

1.2 Eligibility Criteria

- 1.2.1 The bidders who will submit bids should have well established work shop for the construction, repair and Maintenance of similar or higher capacity Boats.
- 1.2.2 The Bidder should have previous experiences in construction/Fabrications of 05 Nos. of Boat of this capacity or higher capacity during the period of last five (05) years.

1.3 Basis of Bid

- 1.3.1 Bids are to be forwarded on Ex-stock or Fabricate and supply basis for the Supply of a Boat to CPC in completely assembled form with all manufacturer's data sheets/books, detail drawings, Workshop Manuals and Spare parts Catalogues with Boat.
- 1.3.2 Additional services provided by the Bidder not covered in this Invitation to Bid shall be stated clearly. If exceptions are not stated, CPC would assume that the Bidder conforms to most stringent conditions of the Bidding document.

1.4 Issue of Bidding Documents

- 1.4.1 Bidding Document will consist of the following:

- 1.4.1.1 Invitation to Bidders
- 1.4.1.2 Instructions to Bidders (ITB)
- 1.4.1.3 Conditions of Contract (COC)
- 1.4.1.4 Technical Specifications
- 1.4.1.5 Schedule of Prices
- 1.4.1.6 Form of Bid
- 1.4.1.7 Format for Bid Security Guarantee
- 1.4.1.8 Form of Agreement
- 1.4.1.9 Format for Performance Guarantee

1.5 Documents to accompany the Bid

- 1.5.1 All Bids should contain adequate particulars in respect of the items offered.
- 1.5.2 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.
 - 1.5.2.1 Certification from the Boat Manufacture that they provide the Boat in compliance to the specification/conditions of the Bidding Document.
 - 1.5.2.2 Company profile of the Bidder and workshop facilities available.
 - 1.5.2.3 Detail specification of the Boat offered.
 - 1.5.2.4 Proof documents for the previous experience (Letter of Awards, P.O.S. issued by Purchases of Boats) including details.
 - 1.5.2.5 Manufacturers' Guarantees.
 - 1.5.2.6 Every Bidder should specify the conditions of warranty offered on time/mileage basis.
 - 1.5.2.7 A Certificate to the effect that, all spare parts for the model offered, will be manufactured and be available for a minimum period of 5 years.
 - 1.5.2.8 Schedule of Prices duly completed and signed.
 - 1.5.2.9 Form of Bid (Annexure- A) duly completed and signed.
 - 1.5.2.10 Bid Security Guarantee (as per Annexure B).
 - 1.5.2.11 A copy of the Company Registration.
 - 1.5.2.12 Delivery schedule
 - 1.5.2.13 Letter of Authority from the Manufacturer empowering the accredited agent to act on their behalf to sell Boat in Sri Lanka (if applicable).
 - 1.5.2.14 Audited Financial Statements of the bidder for last three years (i.e. 2016, 2017 & 2018)

1.6 Sealing and marking of Bids

- 1.6.1 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 A BOAT" (the Invitation to Bid title) on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs. on 23.10.2020** to be completed with the time and date specified in the Bid document) and shall be addressed to:

Chairman,
Departmental Procurement Committee,
C/o Manager (Procurement & Stores),
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor,
No. 609, Dr. Danister De Silva Mwt.,
Colombo 09.
Tel: 5455330 Fax No. 5455424

- 1.6.2 If the outer envelope is not sealed and marked as required above, CPC will assume no responsibility for the Bid's being misplaced or premature opening. If the outer envelope discloses the Bidder's identity, 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 77 (Seventy Seven) days from the closing date of the Bid. Bidders should however, clearly indicate the maximum period that their offers would be valid. A Bid valid for a shorter period will be rejected as non-responsive.
- 1.7.2 Prices quoted for the Fabricate & Supply of a Boat in the Schedule of Prices, shall be firm and shall not be subject to any price variation within the period of validity stated above.

1.8 Format and Signing of Bids

- 1.8.1 The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, " BID FOR THE SUPPLY OF A BOAT" - Original and Duplicate as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.
- 1.8.2 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 initialled by the person(s) signing the Bid.
- 1.8.3 Any inter lineation, erasures or over-writing shall be valid only if they are initialled by the person(s) signing the Bid.

1.9 Clarification of Bidding Document

1.9.1 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 1.6. 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 Bid documents.

1.10 Deadline for Submission of Bids

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

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

1.11 Late Bids

1.11.1 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

1.12.1 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.

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

1.12.3 The Bidders shall provide an Original and a Duplicate, as specified in the ITB clause 1.6 of any modifications to his Bid, clearly identified as such in two envelopes, duly marked "BID FOR THE SUPPLY OF A BOAT". The envelopes shall be sealed in an outer envelope, duly marked "BID MODIFICATIONS".

1.12.4 A Bidder wishing to withdraw his Bid, shall notify the CPC in writing prior to the deadline prescribed for the submission of Bid. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand

not later than the deadline for submission of Bid. The notice of withdrawal shall be addressed to the: -

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

1.12.5 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

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

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

not later than 1400 hrs. Sri Lanka local time on 23.10.2020. If the Bidders or their representatives choose not to send their Bid under Registered Cover, they could deposit such Bids in the Bid Box provided for this purpose at the office of the

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

1.14 Opening of Bids by CPC

1.14.1 Bid will be opened immediately after the closing date and time fixed for receipt of Bid, at the
Manager (Procurement & Stores)' Office,

Ceylon Petroleum Corporation,
1st Floor, No. 609,
Dr. Danister De Silva Mwt.,
Colombo 09.

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

- 1.14.2 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.
- 1.14.3 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 Bid will not be entertained and will be returned unopened to the Bidder.
- 1.14.4 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

- 1.15.1 Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued / confirmed by a recognized Bank in Sri Lanka, and payable to the CPC on demand in a sum of Rs. 500,000.00 (Rupees Five Hundred Thousand only).
- 1.15.2 The Bid Security Guarantee should be valid for 107 (One Hundred and Seven) days from the date of closing of Bid. A format of Bid Security Guarantee is attached in Annexure "B".
- 1.15.3 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.
- 1.15.4 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

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

1.16.2 Bidders are also required to duly sign and return the Schedule of Prices indicating their offers.

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

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

1.17 Preliminary Examination of Bid

1.17.1 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.

1.17.2 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.

1.18 Corrections of Errors

1.18.1 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:

1.18.1.1 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

1.18.1.2 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.

1.18.1.3 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.

1.18.1.4 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.

1.18.1.5 If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited.

1.19 Evaluation of Bids:

1.19.1 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.

1.19.2 The evaluation methodology will comprise:

1.19.2.1 Technical requirements:

Specifications and supporting details provided in compliance with Technical Specifications & Conditions of this Bidding document including the information / details requested Under Clause 1.5 of ITB.

1.19.2.2 Financial Evaluation of Bid

The price quoted for Fabricate & Supply for a Boat together with the local agency commission (if any) will be evaluated.

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

1.19.3.1 Availability of spare parts for min 5 years.

1.19.3.2 Past supply records of Boat in Sri Lanka.

1.19.3.3 Delivery Schedule

1.19.3.4 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 Bid document, soon after the decision of the Procurement Committee.

1.21 Award Criteria

1.21.1 Subject to ITB Clause 1.19 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.

1.21.2 The successful Bidder/s will be called upon to Supply to CPC, a Boat, conforming to period of delivery as per clause 2.5 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 After Sale Services

- 1.22.1 Bidder shall indicate availability of after sales services and maintenance facilities in detail with the offer for the purpose of evaluation.
- 1.22.2 The bidder shall do the maintenance work for a period of three (03) years for the date of commission.
- 1.22.3 Bidder shall agree to sign a maintenance agreement after three (03) years.

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 recognised Bank in Sri Lanka, in a sum equivalent to 10% of the value of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Annexure - D.
- 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 Bid, 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 favour of the CPC, and shall be valid for a period not less than Ninety (90) days from the date of anticipated final delivery.

2.2 Mode of Payment

2.2.1 Ex-Stock Basis

- a. Payments shall be made within 30 days from the date of acceptance of the Brand New Boat.
- b. For the fabrication and supply
 - i. Advance payment ; 20% of the contract value on submission of a Bank Guarantee
 - ii. 2nd instalment
(Intermediate)
 - iii. 3rd instalment
(Final)

2.2.2 CIF Basis

Payments shall be made by an irrevocable Letter of Credit, 90% of the CIF value after receiving good to Sri Lanka and 10% after acceptance of the boat by CPC.

2.3 Registration of Boat

- 2.3.1 The successful Bidder/s should hand over the Boat to CPC after registration with the Merchant & Shipping and with original documents of the Registration.

2.4 Third Party Inspection

For the Generator,
Engine of the Boat and
Boat including other Accessories of the boat.

Third party Inspection to be done by the internationally reputed inspection company - Loyal, ABS, BV, etc.

CPC should have access to the site at any time to inspect the fabrication and Testing work.

2.5 Delivery

- 2.5.1 The boat should be delivered and handover to officials of CPC within six (06) months from the date of awarding the contract.

2.6 Delays in Delivery

- 2.6.1 Where the Supplier does not supply the Boat in due time, in accordance with the stipulated and agreed dates of delivery, as given in the bidding document, the Ceylon Petroleum Corporation, will levy Rs. 1/2000 of the Initial Contract Price per each day delay up to a maximum of 10% of the Initial Contract Price for reasons beyond the Supplier's control which is acceptable to CPC, such situations will be dealt accordingly.

2.7 Defaults by Successful Bidder

- 2.7.1 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 Supply of a Boat according to the Technical Specifications the CPC has the right to forfeit the performance guarantee of the Supplier.
- 2.7.2 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.

2.8 Force Majeure

- 2.8.1 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.

2.9 Arbitration

- 2.9.1 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.
- 2.9.2 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.

2.10 Termination

- 2.10.1 Ceylon Petroleum Corporation may at any time terminate the contract by giving written notice to the Service Provider, if the Service Provider breach any of the provisions in the contract with CPC for the Supply of a Boat or becomes bankrupt or otherwise insolvent. In this event, termination will be done without compensation to the Financial Institution or Bank provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to CPC.

2.11 Governing Law

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

3. TECHNICAL SPECIFICATIONS

Specification for the Boat

Ref#	Parameter	Minimum requirements
A	<u>General requirements and conditions</u>	
A.1	Purpose	The vessel has to be designed as a "speed craft" capable of carrying out loitering duties and interception up to 20 nautical miles from Land.
A.2	Stability in weather conditions	Shall be able to survive up to Sea State 3.
A.3	Average number of days remains at sea	01 day under Sea State 3.
B	<u>Main particulars</u>	
B.1	Model	Coastal Patrol Craft
B.2	Length (LOA)	Approx. 15.0 meters
B.3	Beam	Approx. 3.5 meters
B.4	Draft Mean	Approx. 1.0 meters
B.5	Propulsion	One in-board Diesel (approx. 400 Hp) and Water Jet
B.6	Power on Board	14 KVA single phase sound proof generator and Shore Connection
B.7	Crew	05
B.8	Fuel Capacity	1200 Litres (minimum)
B.9	Fresh Water Capacity	500 litres (minimum)
B.10	Speed (Full Load)	Approx 16 knots
B.11	Endurance	Approx. 200 NM @ 10.5 kts
B.12	Displacement at Full Load	Approx. 09 tons
C	<u>Hull</u>	
C.1	General	<ul style="list-style-type: none"> i. Shall have non-skid self-bailing surface and should be designed for easy access to all parts of the craft. Sufficient structural members and reinforcement shall be provided to prevent sagging/ hogging/shear. ii. The superstructure and the deck shall be designed in such a way that engine, water jet and other machinery will be able to lift from the craft without obstructing to superstructure deck. iii. Watertight collision bulkhead integrated with hull structure shall be provided and all other separations are also to be watertight with bilge pumping arrangement to drain off the individual bilge compartments. iv. All parts of the craft shall be accessible for operation, maintenance and upkeep.
C.2	Made	Marine Grade GRP Resin Composite.
C.3	Design	Hard chin "V" shape and planning.
C.4	Keel and Stem	Shall be additionally reinforced.

Ref#	Parameter	Minimum requirements
C.5	Transom and Stern	A suitable water jet guard to be fabricated and installed to the Transom facilitating maintenance work.
C.6	Structure	Shall be built as a single integrated structure complying with Classification.
C.7	Hull Subdivision/Main Deck	The hull divided into watertight compartments as follows. <ul style="list-style-type: none"> i. Main engine, Jet propulsion, Machinery room and Generators ii. Separate fuel tanks bonded to hull iii. Crew accommodation with toilet. iv. Fore peak space.
C.8	Fender Arrangement	Shall be fitted with hard rubber fenders on ship side and there shall be safety hand rails or suitable safety arrangements all around the craft.
C.9	Wheel House / Superstructure	<ul style="list-style-type: none"> i. Shall be located for better visibility at the main deck. ii. The Wheel house shall be fitted with watertight door openings. iii. The Wheel House shall be equipped with control console to operate and monitor the propulsion engine, generator & water jet system and it shall be equipped with navigation equipment iv. One in number of Helmsmen seat shall be provided for Coxswain. v. Navigation mast shall locate on top of the Wheel house and fitted out with necessary rungs, signals, halyards, horns, navigational lights, antenna brackets for communication equipment.
C.10	Accommodation	Accommodation shall consist of Mess and Galley. <ul style="list-style-type: none"> i. Crew Cabin – 04 berth cabin with relevant amenities – toilet, wash room. ii. Galley – hot plate, sink, provision locker, fridge, rice cooker and relevant facilities.
C.11	Anchoring Arrangements	Anchors/Mooring arrangements to be provided
C.12	Damage Control Items	Damage control items with DC board to be provided.
C.13	Hull Maintenance	Hull maintains schedule with corresponding costs should be provided.
D	<u>Machinery</u>	
D.1	Engine/Water Jet	<ul style="list-style-type: none"> i. The craft propulsion shall be provided by one in number marine diesel engines driving a water jet. ii. The water jet control and monitoring shall be provided at the Wheel House. iii. Engine Rating Conditions : 45 deg C air, 32 deg C seawater Temperature iv. TBO to be beyond 10,000 hrs v. Specific Fuel Consumption curves to be provided for engine
D.2	Electrical Generators	<ul style="list-style-type: none"> i. The craft main power supply shall be with a diesel generator at 75% of nominal power to meet the maximum demand.

Ref#	Parameter	Minimum requirements
		<ul style="list-style-type: none"> ii. Country of origin of the generators shall be from European, USA or Japanese manufacturers. iii. All generators shall be provided with built in control panels and remote indication panel on wheel house console. iv. Main power 24 DC and 230 V/50 Hz -one main switch board. v. All electrical wiring and equipment should be on marine grade and marine quality. vi. Electrical system on board shall comprise of <ul style="list-style-type: none"> (a) 24V, DC Circuit (b) 230V, AC, single phase 50 Hz
D.3	Shore Power Supply	Shore Power Supply charging arrangement shall be provided.
D.4	Emergency Power Supply	Emergency power supply shall be supplied by one set of batteries of adequate capacity to fulfil the requirement for five hours.
D.5	Alarm System	Alarm system to be located at wheelhouse with bilge floaters at each compartment.
D.6	Steering System	Steering system shall be integrated with jet propulsion system and it will be powered by hydraulic system complete with following facilities at bridge, <ul style="list-style-type: none"> i. Nozzle angle indicators ii. Rivers bucket position indicators iii. Steering wheel
D.7	Navigation System	The Navigation System shall have following requirements. <ul style="list-style-type: none"> i. Magnetic Compass ii. Radar - 4 KW with 70 nautical miles range iii. Multi-function display GPS iv. Search light - 1000W with central beam v. Wind Indicator vi. Navigation Lights vii. Chronometer viii. Bubble type heel meter ix. Barometer x. Fog Horn
D.8	Air Condition System	Wheel house and accommodation area shall be air conditioned to temperature levels 25 ⁰ - 27 ⁰ Celsius
D.9	Machinery Maintenance	All major machinery and equipment maintenance schedules with corresponding costs to be provided.
D.10	General service pumps	Suitable seawater pumps to be provided.
D.11	Bilge System	Automatic bilge pumps for each compartment.

Ref#	Parameter	Minimum requirements
D.12	Ventilation System	<ul style="list-style-type: none"> i. Machinery Room temperature should be below 45 Celsius degrees. ii. Non air-conditioning areas to be suitably ventilated. iii. Ventilation systems should be sufficient to operate the main engine at full power.
D.13	Fire Fighting System	Portable fire extinguishers with CO ₂ , DCP , AFFF with general standards
D.14	Life Saving Appliances	The following lifesaving appliances shall be supplied <ul style="list-style-type: none"> i. Life jackets ii. Life buoys
D.15	After sales service for machinery	Presence of a reputed local agent in Sri Lanka with qualified technical staff for warranty / after sales service. Guarantee of undisturbed spare parts supply by OEM for 15 years.
E	<u>Survey and Documentation</u>	
E.1	Documentation	All machinery and equipment catalogues of Operations manual, maintenance manual, and spare parts manuals from the manufacture in English language in three copies shall be provided.
E.2	As fitted Plans	On delivery, two (02) sets of copies of the following drawings shall be provided to the buyer. These copies to be considered “As Built” drawings. <ul style="list-style-type: none"> i. General Arrangement ii. Freeboard Plan iii. Mid ship Section iv. Structural Plans and Profiles v. Mooring and Anchoring Arrangements vi. Docking Plan vii. Fire & Safety Plan viii. Engine Room Arrangement ix. Shaft line Arrangement x. System Schematics xi. Electrical Wiring Diagrams xii. Shell Expansion
E.3	Technical Documentation	Two copies of manuals, reports & instruction books are to be arranged by the Bidder comprising of the following Manuals for; <ul style="list-style-type: none"> i. Domestic Equipment ii. Main and Aux Engines iii. Water jet iv. Steering Gear v. Air Conditioning Plants vi. Pumps vii. Navigation Equipment viii. Safety Equipment ix. Ship’s Operation and Maintenance Manuals x. Trim and Stability Book xi. Spare Part Catalogues for Main Equipment xii. Broachers and Leaflets for Fittings and Accessories as available.

Ref#	Parameter	Minimum requirements
E.4	Vessel Operating Handbook and Manufacture's Manuals	Vessel Operating handbook, list of manufacturer's addresses, email address and fax/telex numbers shall be prepared by the Bidder.
E.5	Inspection during the Vessel Building	Purchaser has the right to visit to the Vessel building yard for inspection at time during the Vessel Building.
E.6	Warranty	Period of 12 months manufacturer's comprehensive warranty for all machinery/equipment and 24 months for hull from the date of delivery after acceptance of the respective vessel by the Purchaser.
E.7	Place of Delivery	The Bidder shall make arrangement for delivering the Craft to Colombo Port, on satisfactory completion of sea trials/tests.
F	<u>Inspections, Tests and Trials</u>	
F.1	General Requirements	<p>Tests and Trials to meet the Purchaser's satisfaction shall be carried out on progressive basis.</p> <ol style="list-style-type: none"> i. The Bidder shall submit a complete schedule and procedure of tests to be carried out, prior to testing. ii. Sea Trials in respect of each Craft may be conducted by the Bidder himself first and later for final acceptance for the Purchaser.
F.2	Harbour Trials	<p>Tests and inspection of installed equipment shall demonstrate correct function of individual items and systems.</p> <p>The following harbour trials shall be performed:</p> <ol style="list-style-type: none"> i. Inclining experiment ii. Generator set load tests iii. Switchboard test – AC and DC system iv. Navigation Equipment v. Propulsion machinery instrumentation, starting/stopping and control. vi. Machinery room fire fitting system (controls only) vii. Piping systems viii. Domestic equipment ix. Air conditioning and ventilation system.
F.3	Sea Trials Programme	<p>Speed Trials Endurance Trials/Engine Reliability Trials Steering Trials Manoeuvring Trials</p> <p>The Inspection Final inspections is to be carried out to ensure that the vessel has been fully accordance with the specifications and drawings and that all defects arising from previous inspections and trials have been made good, after the sea trials.</p>

SCHEDULE OF PRICES– EX STOCK BASIS

Supply of a Boat

- 1) Unit Price : Rs.

- 2) Total Price including Duty & : Rs.
Other Taxes (all inclusive)
(Ex-stock or Fabricate & Supply)

- 3) Workshop Manual : Rs.

- 4) Spare Parts Manual : Rs.

- 5) Local Agency Commission/
Local Charges (if any) : Rs.

- 6) Any others (bidder to specify) : Rs.

- 7) Grand Total : Rs.

- 8) Grand Total in Words :
.....
.....

- Offer Validity :
- Period of Warranty :
- Delivery Period :
- Country of Origin :
- Country of Manufacturer :
- Ex Stock or Fabricate & Supply :
- Name of Bidder :

- Address :
.....
.....

- Signature of Bidder :

- Date :

SCHEDULE OF PRICES– CIF BASIS

Import & Supply

Supply of a Boat

- 1) Unit Price :
- 2) **Insurance** :
- 3) **Freight** :
- 4) **Total CIF** :
- 5) Workshop Manual :
- 6) Spare Parts Manual :
- 7) Local Agency Commission/
Local Charges (if any) :
- 8) Any others (bidder to specify) :
- 9) Grand Total :

- 10) Grand Total in Words :
.....
.....

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

- Address :
.....
.....

- Signature of Bidder :

- Date :

ANNEXURE- A - 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 Boat, we offer to complete the whole of said services in conformity with the said document.
- A-2 Unless and until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.
- A-3 We understand you are not bound to accept the lowest or any Bid you may receive.
- A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Technical specifications of the Bid document.
- A-5 We agree to abide by this Bid for the period of Seventy Seven (77) days from the date of opening of the same. Bid Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6 We agree to be bound by the Bid, Bid Conditions, Technical Specifications and Performance Guarantee.

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

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

Dated this day of2020.

Signature in the capacity of

..... duly authorized to sign Bid for and on behalf of :

Name

Address
.....
.....

Witnesses:

1. Signature: 2. Signature:

Name: Name:

.....
.....

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

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)]

ANNEXURE-C – 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 Mwt., Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the “CPC” which terms of expression as herein used shall where this context so requires and admits mean & include the CPC & its Successors & assigns) of the one part and _____ of _____ a Company duly incorporated & having its registered Office at _____ (hereinafter called the “Agent” which terms of expression as herein used shall where this context so requires and admits mean & include the _____ & its successors & assigns) of the other part.

Whereas the CPC is desirous that the Goods known as the Boat should be supplied by the Agent, and has accepted a Bid by the Agent for the supply of a Boat and the remedying of any defects therein.

The CPC and the Agent agree, as follows: -

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

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

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

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

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

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

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	

ANNEXURE – D – 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)]