



CEYLON PETROLEUM CORPORATION

SUPPLY OF 5000 NOS. TRANSPERANT GLASS BOTTLES

B/49/2017

BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS & BID CONDITIONS

INVITATION FOR BIDS
CEYLON PETROLEUM CORPORATION
SUPPLY OF 5000 NOS. TRANSPERANT GLASS BOTTLES
B/49/2017

The Chairman, Procurement Committee, Ceylon Petroleum Corporation will receive sealed Bids from reputed Suppliers for the supply of Glass Bottles.

Bidding documents can be obtained between **0900 hrs. and 1500 hrs. up to 26.10.2017** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09, on a written request and on payment of non-refundable fee of Rs. 1,000.00 (Rs. 852.51 + NBT + VAT).

The Bid will be closed at **1400 hrs. on 27.10.2017** 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) at the above address.

Bidding Documents may be inspected at the above office up to 1500 hrs. on **26.10.2017**. The Bidding Document is also available in the website www.ceypetco.gov.lk for inspection.

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 5000 NOS. TRANSPERANT GLASS BOTTLES

B/49/2017

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 reputed suppliers for the supply of Glass Bottles on 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. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction

The Chairman, Procurement Committee on behalf of the Ceylon Petroleum Corporation (CPC), is calling Bids from the reputed suppliers for the supply of Glass Bottles on the basis of Ex-stock.

1.2 Basis of Bid

1.2.1 Bids are to be forwarded on the basis of Ex-stock for the Supply of Glass Bottles to CPC.

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.

1.3 Issuing of Bidding Documents

Bidding Documents will be issued up to **1500 hrs. on 26.10.2017**. Any intending Bidder shall purchase Bidding document at Rs. 1,000.00 (i.e. Rs. 852.51 + NBT + VAT) from Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09.

Bidding Document will consist of the following:

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

1.4 Documents to accompany the Bid

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

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

- (a) Schedule of Prices duly completed and signed.
- (b) Form of Bid (Annexure- A) duly completed and signed.
- (c) Bid Security Guarantee (as per Annexure B).
- (d) Delivery schedule

1.5 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 GLASS BOTTLES**" (the Invitation to Bid title) on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs. on 27.10.2017**" and shall be addressed to:

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

If the outer envelope is not sealed and marked as requested 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 Validity Period of Bids

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

1.6.2 Ex-stock prices indicated in the Schedule of Prices, (Clause 1.14 below) shall be firm and shall not be subject to any price variation within the period of validity stated in (1.6.1) above.

1.7 Format and Signing of Bids

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

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

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

1.8 Deadline for Submission of Bids

Chairman, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.5 not later than the time and date stipulated. In clause 1.11.

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.

1.9 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.

1.10 Modification, Substitution & Withdrawal of Bid

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

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

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

A Bidder wishing to withdraw his Bid, shall notify the CPC in writing prior to the deadline prescribed for the submission of Bid. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of Bid. The notice of withdrawal shall be addressed to the: -

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

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

1.11 Closing of Bids

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

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

not later than 1400 hrs. Sri Lanka local time on 27.10.2017. 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.

1.12 Opening of Bids by CPC

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

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

1.13 Bid Security Guarantee

Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued / confirmed by a recognized Bank in Sri Lanka, and payable to the CPC on demand in a sum of Rs. Twenty Five Thousand (Rupees 25,000.00 only).

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". 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**.

1.14 Schedule of Prices

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

Bidders are required to indicate the amount of NBT & VAT separately (if applicable) with VAT Registration No.

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

1.15 Corrections of Errors

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

1.15.1 Where the discrepancy is between the amount in figures and the amount in words, the amount in words will prevail.

1.15.2 Where the discrepancy is between unit rate and the line total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Chairman, Procurement Committee, CPC there is an obvious gross misplacement of the decimal point in the rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

1.15.3 The amount stated in the form of Bid adjusted in accordance with the above procedure with the concurrence of the Bidder shall be considered as binding upon the Bidder. If the

Bidder does not accept the correct amount of Bid, his Bid shall be rejected without affecting the Bid Security Guarantee.

1.15.4 Where the adjusted price is lower than the bid price the adjusted figure will be taken as the bid price. If the adjusted price is higher than the bided price the bided figure will be the bid price. The rates will be adjusted with the concurrence of the bidder to reach at the final bid price. If the bidder does not agree for such adjustment, his bid shall be rejected without affecting the Bid Security Guarantee.

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

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

1.16.2 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.

1.16.3 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.

1.17 Award Criteria

The Procurement Committee will award this contract for Glass Bottles 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, Glass Bottles conforming to period of delivery as per clause 2.4 of COC. The successful Bidder will be called upon to enter into an Agreement with CPC. A specimen Form of Agreement is attached as Annexure- C.

02. CONDITIONS OF CONTRACT (COC)

2.1 Performance Guarantee

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

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

The successful Bidder, in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, costs, expenses and damages, which the CPC may sustain in consequence of such failure, and the Bid Security Guarantee shall be forfeited.

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

2.2 Mode of Payment

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

2.3 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 Glass Bottles 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.

2.4 Delivery

Glass Bottles should be delivered to CPC within One (01) month from the date of Order Confirmation.

2.5 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.

2.6 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.

3. SPECIFICATIONS

- 3.1 Capacity of the Glass Bottles should be 750 ml.
- 3.2 The Square type bottle with transparent appearance
- 3.3 The bottle should be embossed with Ceypetco logo in the middle of the bottle
- 3.4 The lid should be in screw type Aluminium
- 3.5 Funnel should be inserted to the mouth of the bottle
- 3.6 Calibration must be indicated side of the bottle as 250ml, 500ml, 750ml.

4. DRAWING OF THE SAMPLE BOTTLE

SCHEDULE- A-I

SCHEDULE OF PRICES

(EX-STOCK BASIS)

Unit Price :

Total Price 5,000 Nos. :

Sub Total (1) :

Add 2% NBT :

Sub Total (2) :

Add 15% VAT :

Grand Total :

Name of the Bidder :

Address :

.....

.....

Tele/Fax Nos. :

Signature of Bidder :

VAT Registration No. :

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, for the supply of Glass Bottles 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 Bidding 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, and Performance Guarantee.
- A-7 We affirm that the said items will be delivered within one (01) months after we receive notice of acceptance of our Bid. (Order Confirmation)

A-8 We offer the lump sum fixed price of (Sri Lanka Rupees
.....(in words)
Rs.for Supply of Shoes & Slippers to CPC 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 of2017 in the capacity of
..... duly
authorized to sign Bid for and on behalf of :

Signature

Name

Address
.....
.....

Witnesses:

1. Signature:
.....

2. Signature:

Name:
.....

Name:
.....

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

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

Format for Bid Security Guarantee

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

.....[insert issuing agency's name and address of issuing branch or office].....

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

Date : [insert (by issuing agency) date]

BID GUARANTEE NO. :[insert (by issuing agency) number]

We have been informed that[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called “ the Bidder”) has submitted to you its bid dated[insert (by issuing agency) date] (hereinafter called “the Bid”) for execution/ supply [select appropriately] of [insert name of Contract] under Invitation for Bids No. [insert IFB number] (“the IFB”)

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we[insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[insert amount in figures][insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/ Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to[insert date] Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date

[signature(s) of authorized representative(s)]

Form of Agreement

This Agreement made this _____ day of _____ 2017, by and between **CPC** established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at No. 609, Dr. Danister De Silva Mwt., Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the “CPC” which terms of expression as herein used shall where this context so requires and admits mean & include the CPC & its Successors & assigns) of the one part and _____ of _____ a Company duly incorporated & having its registered Office at _____ (hereinafter called the “Agent” which terms of expression as herein used shall where this context so requires and admits mean & include the _____ & its successors & assigns) of the other part.

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

The CPC and the Agent agree, as follows: -

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

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

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

In consideration of the payments to be made by the CPC to the Agent as hereinafter mentioned, the Agent hereby covenants with the CPC to supply and

remedy any defects therein, fit for purpose in conformity in all respect according to the provisions of the Contract.

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

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

Authorized Signature of the Chairman Of CPC		Authorized Signature of the Contractor	
<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.

.....
[Signature(s)]