



Ceylon Petroleum Corporation

BID FOR SUPPLY OF

**Supply, Install, Configure & Handover of
Environment Monitoring System for Refinery IT
Control Room**

B/60/2018

**BIDDING DOCUMENT
2018**

PROCUREMENT NOTICE
CEYLON PETROLEUM CORPORATION
SUPPLY, INSTALL, CONFIGURE & HANDOVER OF ENVIRONMENT
MONITORING SYSTEM FOR REFINERY IT CONTROL ROOM
B/60/2018

The Chairman, Departmental Procurement Committee, Ceylon Petroleum Corporation (CPC) will receive sealed Bids from Internationally reputed Manufactures or their Local Agents/Sole Distributors in Sri Lanka authorized for the Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room on the basis of Ex-stock and Delivered to the office in Colombo 09.

*Bidding documents can be obtained between **0900 hrs. and 1500 hrs. up to 12.09.2018** 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 a non-refundable fee of Rs 1,000.00 (Rs. 852.51+ 2% NBT + 15% VAT) per set. The bidding document can be viewed in the website www.ceypetco.gov.lk.*

*The **Bid will be closed at 1400 hrs. on 13.09.2018.** and opened at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, at the above address, immediately after closing time of the Bid. Bidders or their authorized representatives may present at the opening of the bid.*

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

*Bidding documents may be inspected **upto 1500 hrs. on 12.09.2018** at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01st Floor, No, 609, Dr. Danister De Silva Mawatha, Colombo 09.*

Clarifications (if any) shall be sought from Manager (Procurement & Stores) over Tele Nos. 5455330/ 5666225 or Fax No. 5455424.

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

CEYLON PETROLEUM CORPORATION

**BID FOR THE SUPPLY, INSTALL, CONFIGURE &
HANDOVER OF ENVIRONMENT MONITORING SYSTEM
FOR REFINERY IT CONTROL ROOM**

B/60/2018

Invitation to Bid

Chairman, Procurement Committee, Ceylon Petroleum Corporation (CPC) at, No. 609, Dr. Danister De Silva Mawatha, Colombo 09, Sri Lanka, will receive sealed Bids from Internationally reputed Manufactures or their Local Agents/ Sole Distributors in Sri Lanka for the Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room on the basis of Ex-stock and Delivered to the office in Colombo as per the Technical Specifications stipulated herein and Schedules annexed hereto.

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

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1. INSTRUCTIONS TO BIDDERS

1.1 Introduction

Chairman, Department Procurement Committee (Minor), Ceylon Petroleum Corporation (CPC) is calling Bids from Internationally reputed Manufacturers or their Local Agents/ Sole Distributors in Sri Lanka for the Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room on the basis of ex-stock or delivered in Colombo.

1.2 Eligibility Criteria

1.2.1 The **manufacture** should be ISO 9001 certified (For most innovative standards in management of all key business processes) or ISO certification for Computer Networks. **(Bidder & Manufacturer's ISO certification should be attached with proposal)**

1.2.2 The bidder should have proven experience for supplying and installation of Environment Monitoring system in offered brand. (Proof documents should be attached with proposal) **If bidder not submit proof document CPC treat offer as non-responsive.**

1.2.3 The bidder or its subsidiaries or affiliated companies should not be blacklisted by any government institution during the past **10 years**. **Bidder should attached letter mention this criteria.**

1.2.4 The bidder shall have been in the business as of the nature of the goods and services of this contract for at least **05** years from the date of the registration. **Documentary evidence shall be produced to this.**

1.2.5 The Bidder should be an Authorized Service Provider of the Original Equipment Manufacturer for quoted product.

Bidder should submit manufacturer authorization letter with this. If manufacture authorization letter not attached with bidder offer, CPC treat as a non-responsive offer.

1.3 Basis of Bid

1.3.1 Additional services provided by the Bidder which are not covered in this Invitation of Bid shall be stated clearly. If no exceptions are stated, CPC would assume that Bidder conforms to the most stringent conditions of the Bidding document.

- 1.3.2 Bids are to be forwarded for the Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room as per the Technical specifications stipulated in the Bidding Document.

1.4 Issue of Bidding Documents

Bidding documents will be issued up to 1500 hrs. on 12.09.2018 Bidders shall purchase the Bidding documents on a payment of Rs 1,000.00 (inclusive of 2% NBT + 15% VAT) which is non-refundable from the Manager (Procurement & Stores) CPC, 1st Floor, No. 609, Dr. Danister De Silva Mawatha., Colombo 09.

Bidding Document will consist of the followings ;

- 1.4.1 Instructions to Bidders (ITB)
- 1.4.2 Conditions of Contract (COC)
- 1.4.3 Technical Specifications
- 1.4.4 Schedule of Prices
- 1.4.5 Form of Bid
- 1.4.6 Form of Bid Security Guarantee
- 1.4.7 Form of Agreement
- 1.4.8 Form of Performance Security Guarantee
- 1.4.9 Form of Advance Payment Guarantee (if applicable)

1.5 Documents to accompany the Bid

All Bidders shall furnish adequate information 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.

- 1.5.1 Vendor Profile including the Vender experience in last 5 years.
- 1.5.2 Past performance - Bidders should forward past supply records for the last Five (05) years (Proof document should be provided)
- 1.5.3 Manufacturers certified authorization to quote for Sales and Maintenance of the particular brand of quoted product. Appoint the bidders as the accredited agent and certificate appointing the bidder as the accredited agent and to quote for sales and maintenance .
- 1.5.4 Business Registration Certificate of the Company.
- 1.5.5 A copy of the manufacturer ISO 9001 certificate
- 1.5.6 Every Bidder should specify the conditions of warranty offered on time basis.
- 1.5.7 Detailed Technical Specifications and literature by the Original Manufacturer pertaining to the items offered in printed forma
- 1.5.8 Schedule of Prices duly completed and signed.

- 1.5.10 Form of Bid (**Annex A**) duly completed and signed.
- 1.5.11 Form of Bid Security Guarantee (**Annex B**).
- 1.5.12 Duly completed forms (Technical Specifications to be filled by the Bidder)
- 1.5.13 A Letter from the bidder stating that they have not blacklisted from the Government Institutions for a period of Last ten (10) years.

1.6 Sealing and marking of Bids

Bids shall be submitted in duplicates as per the conditions specified in this Bidding Document. The original and the duplicate of the Bid shall be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE'. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "**SUPPLY, INSTALL, CONFIGURE & HANDOVER OF ENVIRONMENT MONITORING SYSTEM FOR REFINERY IT CONTROL ROOM**" (The Invitation to Bid title) on the top left hand corner and the statement, "DO NOT OPEN BEFORE **1400 hrs on 13.09.2018** (to be completed with the time and date specified in the Bidding Document and shall be addressed to:

Procurement Committee,
Ceylon Petroleum Corporation,
Bid for the Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room,
Procurement & Stores Function,
1st Floor, No. 609,
Dr. Danister De Silva Mawatha,
Colombo 09.
Sri Lanka.

If the outer envelope is not sealed and marked as required above, CPC will assume no responsibility for the Bids being misplaced or premature opening. If the outer envelope discloses the Bidder's identity, the CPC will not guarantee anonymity of the Bid submission but this disclosure will not constitute grounds for Bid rejection.

1.7 Period of validity of Bids

All offers shall be valid for a **minimum period of Seventy Seven (77) 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.**

1.8 Format and Signing of Bids

The Bidder shall prepare an **Original and a Duplicate** of the Bid specified above, clearly marking as, "Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room", Original and Duplicate as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.

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

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

1.9 Clarification of Bidding Document

A prospective Bidder requiring any clarification of the Bidding Document should notify CPC in writing by hand or post or facsimile at the CPC's mailing address indicated in the Bidding Document 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 who have collected Bidding Documents.

1.10 Deadline for submission of Bids

Chairman, Procurement Committee, CPC must receive Bids at the address specified in ITB Clause 1.6, not later than the time and date stipulated. Chairman, Procurement Committee, CPC may, at his discretion, extend this deadline for submission of Bids, by amending the Bidding Documents, in which case all rights and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

1.11 Late Bids

Any Bid received by the Chairman, Procurement Committee, CPC after the deadline for submission of Bids, will be rejected and returned unopened to the Bidder.

1.12 Modification, Substitution & Withdrawal of Bids

The Bidder may modify or withdraw his Bid after submission, provided that written notice of the modification or withdrawal is received by the CPC, prior to the deadline prescribed for Bid submission. The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows:

The Bidders shall provide an Original and a Duplicate, as specified in **the ITB clause 1.8**, of any modifications to his Bid, clearly identified as such in two envelopes, duly marked "Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room,". 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 Bids. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of Bids. The notice of withdrawal shall be addressed to the: -

Chairman,
Procurement Committee,
Ceylon Petroleum Corporation,
Bid for the Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room,
Procurement & Stores Function,
1st Floor, No. 609, Dr. Danister De Siliva Mwt.,
Colombo 09.
Sri Lanka.

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

1.13 Closing of Bids

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

Chairman,
Procurement Committee
Ceylon Petroleum Corporation
Bid for the Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room,
Procurement & Stores Function,
1st Floor,
609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka,

Not later than **1400 hrs Sri Lanka local time on 13.09.2018**. If the Bidders or their representatives choose not to send their Bids 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.
Sri Lanka.

1.14 Opening of Bids by CPC

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

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

Or such other place as arranged if the Manager (Procurement & Stores) Office is not available.

The Chairman, Procurement Committee, CPC or his nominated representative will open the Bids, in the presence of the Bidders and / or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Bidders and / or their representatives shall sign a register as proof of their attendance.

The Bid prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security and other such details, which the CPC at its discretion, may consider to be appropriate, will be announced, at the opening. Late Bids will not be entertained and will be returned unopened to the Bidder.

Bids (and modifications sent pursuant to ITB Sub Clause 1.12 that are not opened will not be considered for evaluation, regardless of the circumstances.

1.15 Agent's Authority :

An Accredited Agent of the manufacture signing the Bidding Document on behalf of the Principal shall state the Principal's name and address, telephone number and fax number, (if any) and a letter of Authority empowering the agent. Nomination of an Agent after the Bid has been submitted will not be valid.

1.16 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. 18,000.00**.

The Bid Security Guarantee should be valid for hundred and Seven (107) days (**i.e. until 29.12.2018**) from the date of closing of Bid. A form of Bid Security Guarantee is attached in Annex "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 of the successful Bidder will be returned only after receipt of the **Performance Security Guarantee**.

1.17 Schedule of Prices

Bidders are required to duly sign and return the "Schedule of Prices" indicating Country of Origin, Delivery Period, and Validity Period of the Offer etc.

Prospective Bidders are requested to submit their offers in Sri Lankan Rupees.

All Agent's Commissions, if any, should also be disclosed in Sri Lanka Rupees in the appropriate column of the Schedule of Prices.

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

1.18 Preliminary Examination of Bids

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. If not, CPC may at its discretion call clarifications from the Bidder. The request for clarification and the response shall be in writing within one week's form the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

1.19. Correction of Errors

Bids determined to be substantially responsive will be checked by the CPC for any arithmetic error. Errors will be corrected by the CPC in the following manner;

1.19.1 Where the discrepancy is between the amount in figure and the amount in words, will prevail.

- 1.19.2 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 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.
- 1.19.3 The amount stated in the form of Bid adjusted in accordance with the above procedure with the concurrence of the Bid shall be considered as binding upon the Bid. If the Bids does not accept the corrected amount of Bid, his Bid shall be rejected without affecting the Bid security.
- 1.19.4 Where the adjusted price is lower than the Bided price; the adjusted figure will be 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 Bid to reach the Bided figure. If the Bid does not agree for such adjustments, his Bid shall be rejected without affecting the Bid security.

1.20 Evaluation of Bids:

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. Followings will be considered for evaluation.

1.20.1 Technical Evaluation:

All details requested in item No. 1.5 of "Instruction to Bidders" and specification and other technical information requested in this document shall be considered.

1.20.2 Financial Evaluation of Bids

The comparison is done for the total price for Supply of Rack Mountable Servers & Router, to CPC. Local agency commission (if any) will also be added for evaluation.

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

- 1.21.1 The CPC Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- 1.21.2 The CPC Procurement Committee reserves the right to reject any or all Bids or any part thereof, without assigning any reasons. The CPC 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.

1.21.3 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 CPC Procurement Committee.

1.22 Award Criteria

1.22.1 Subject to ITB Clause 1. 20, the CPC 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.

1.22.2 The successful Bidder will be called upon to Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room or part there off conforming to Technical Specifications, and strictly by the agreed install date which should be within ten (10) weeks as per clause 2.2 of COC.

1.22.3 The Successful bidder will be called upon to enter in to and Agreement with CPC. A Specimen Form of Agreement is attached as annexure – C

2. CONDITIONS OF CONTRACT (COC)

2.1 Performance Security:

- 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 Security, within fourteen (14) days of such notification through / confirmed by a reputed Commercial Bank in operation in Sri Lanka, for a sum equivalent to 10% of the total Bided value of the accepted Bid. The Performance Security shall be substantially in the format given in Annex D. The period of validity of this performance security shall be two months from the date of submission of the Guarantee.
- 2.1.2 If the successful Bidder fails to furnish the Performance Security 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 Security 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 shall be forfeited.

2.2 Delivery Period

- 2.2.1 This items shall be delivered to Refinery of CPC within period of Ten(10) weeks from the date of confirmation of the order.

2.3 Mode of Payment

- 2.3.1 An advance payment to a value of 20% (maximum) can be paid on bank guarantee form a Commercial Bank operation in Sri Lanka. The format of Bank Guarantee is given in Annex E.
- 2.3.2 Balance payment will only be made within 30 days after acceptance of goods by CPC.

2.4 Defaults by Successful Bidder

- 2.4.1 If the successful Bidder, defaults in the supply or otherwise commit a breach of any of the provisions in the Contract with CPC for the Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room according to the Technical Specifications, he shall be liable to pay to CPC, all losses, damages and expenses incurred by CPC, in consequence of such default or breach. 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 Annex- 'A' is attached.

2.5 Liquidated Damages

2.5.1 Liquidated Damages amounts to Rs. 1000/- will be levied per each day delayed on resolving a repair of a computer during the warranty period unless a similar or a higher equipment is not provided on load.

2.6 Force Majeure:

2.6.1 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.

2.7 Arbitration.

2.7.1 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.

2.7.2 Arbitration shall be conducted under the rules of ICLP (Institute of the Development of Commercial Law & Practice), Arbitration Centre and in accordance with the arbitration Act No. 11 of 1995 of Sri Lanka. The place of Arbitration shall be Colombo, Sri Lanka.

3. TECHNICAL SPECIFICATIONS.

3.1 Specification & Features

- 3.1.1 Environment Monitoring System should provide a way to supervise, from a remote location, the environmental conditions and security in Refinery IT Control Room.
- 3.1.2 The input data should have to filter, collect, analyze and process instantly and accurately display the status of the room.
- 3.1.3 The proposed system should capable to specify parameters for all monitored conditions: if the parameters are exceeded, the unit will signal an alarm, which may include several pre-defined processes.
- 3.1.4 Device should include sensors that monitor the internal temperature and humidity of the unit.
- 3.1.5 Offered equipment should be capable to monitoring external RS485 sensors and additional digital contact-type sensors (often called open collector, contact-closure, relay-style, normal-open, or normal-closed).
- 3.1.6 Offered equipment should include outputs specifically for the connection of an alarm siren and beacon.
- 3.1.7 The external sensors should have to monitor temperature, humidity and external water detection.
- 3.1.8 The temperature, humidity and water detection sensors will provide current readings as well as alerts when thresholds are exceeded.
- 3.1.9 system should support to configure single threshold limit such as upper thresholds limit and duel threshold limits such as lover & upper limits.
- 3.1.10 The Ethernet connectivity should provide the main user interface for the device / equipment.
- 3.1.11 The device provides data logging that can be viewed via a web browser and send alerts via email, Syslog, SNMP traps, SMS text messages and front panel LEDs or LCD display.
- 3.1.12 USB ports should provide for the connection of a USB modem and for downloading log data to a USB flash drive.
- 3.1.13 Device should have alarm simulation facility for testing purpose.
- 3.1.14 Device should enable up to minimum 08 users to monitor environmental conditions and security status remotely.
- 3.1.15 Device sensors are assigned to organized groups, and users can receive alerts from any group(s)
- 3.1.16 Device should have Temperature, Humidity, Temperature and Humidity, Water and Smoke sensors.
- 3.1.17 Device should support to full configuration via web-based graphical user interface.
- 3.1.18 Outgoing mail using SMTP or SMTP over SSL for alert notifications- up to 16 different pre-defined email addresses.
- 3.1.19 Data logging to keep viewable record of events such as changes in the environment or user access
- 3.1.20 Device should include minimum 1 hr battery backup.

- 3.1.21 Device should be 19" rack mountable. (Mounting kit and other required accessories should be provided with equipment)
- 3.1.22 Equipment should operate on AC 230 Voltage. (Required power cables & accessories should be provided with equipment)
- 3.1.23 Equipment should consist of GSM modem or any other acceptable communication methodology to send alert SMS.
- 3.1.24 Device should consist of red colour outdoor beacon and Siren.

3.2 Conditions for Supply

- 3.2.1 Bidder should provide 3 year on site comprehensive warranty.
- 3.2.2 Bidder should have to carry out installation & testing works in Sapugaskanda Oil refinery Premises.
- 3.2.3 Offered equipments are suitable to install Oil & Gas industry. (Hazardous area)
- 3.2.4 Supplier should provide required license, software or any other materials required for smooth operation of quoted products.
- 3.2.5 After delivering of quoted products, vendor should handover all Licenses, CDs, DVDs operational manuals, warranty certificates, documents and other stationery and similar accessories made available by equipment manufacturer.

4. SCHEDULE OF PRICES

Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room

	Item	Qty.	Unit Price	Total
1.	Environment Monitoring System with Accessories	01 Nos		
2.	Configuration & Instalation Chargers	01 Lot		
	Taxes (If Applicable)			
	Taxes (If Applicable)			
	Total			

Grand Total in Words :

.....

VAT Registration No :.....

NBT Registration No :.....

Name of Bidder

Address :.....

.....
Tel. & Fax Nos. :.....

Signature of Bidder :.....

Form of Bid

To: The Chairman
Procurement Committee,
Ceylon Petroleum Corporation
1st Floor,
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, Technical Specification for Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room 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, Technical specifications and Performance security.

A-7 We affirm that the said items will be delivered after we receive notice of acceptance of our Bid from the CPC.

A-8 We offer the lump sum fixed price of (foreign cost in figures)inwords)..... and Sri Lanka Rupees (local cost in figures) (in words..... for Supply, Install, Configure & Handover of Environment Monitoring System for Refinery IT Control Room as detailed out in this Bidding Document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Procurement Committee to reject this offer or to accept.

Dated this day of2018.
in the capacity ofduly authorized to sign Bids for
and on behalf of :

Signature.....

Name

Address
.....
.....

Witnesses:

1. Signature
Name :
Address :
.....
.....

2. Signature :
Name :
Address :
.....
.....

Format for Bid Security

[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 CPC/ 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 Bid; if a joint venture, list complete legal names of partners] (Hereinafter called "the Bid") 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 Bid, 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 Bid is in breach of its obligation(s) under the bid conditions, because the Bid.

has withdrawn its Bid during the period of bid validity specified; or does not accept the correction of errors in accordance with the Instructions to Bids (hereinafter "the ITB") of the IFB; or

having been notified of the acceptance of its Bid by the CPC/ 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 Bid is the successful Bid, upon our receipt of copies of the Contract signed by the Bid and of the Performance Security issued to you by the Bid; or (b) if the Bid is not the successful Bid, upon the earlier of (i) our receipt of a copy of your notification to the Bid that the Bid was unsuccessful, otherwise it will remain in force up to[insert date]

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date
[signature(s) of authorized representative(s)]

Form of Agreement

This agreement made this _____ day of _____ 2018, by and between CPC established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at 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 "Supplier" 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 Works known as the should be supplied by the supplier , and has accepted a Bid by the supplier for the supply of such equipment, and the remedying of any defects therein.

The CPC and the supplier 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 Technical specifications
 - The Bid dated-----
 - The Conditions of Contract
 - The Completed schedules and

In consideration of the payments to be made by the CPC to the Supplier as hereinafter mentioned, the supplier 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 Supplier in consideration of the Supply and the remedying of defects therein, the Contract 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 Contract.

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

Authorized Signature of the CPC		Authorized Signature of the Supplier	
In the presence of		In the presence of	
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 CPC]

Date :

PERFORMANCE GUARANTEE NO :

We have been informed that[name of Contractor/ Supplier] (hereinafter called "the Contractor") has entered into Contract No.[reference number of the contract] datedwith you, for the [Insert "construction" / "Supply"] of[name of contract and brief description of Works] (hereinafter called "the Contract")

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

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

This guarantee shall expire, no later than theday of, 2018 [Insert date, 28 days beyond the scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

.....
[Signature(s)]

FORM OF ADVANCE PAYMENT SECURITY

Name and address of Agency, and Address of Issuing Branch or Office]

Beneficiary:[Name and Address of Employer]

Date :

ADVANCE PAYMENT GUARANTEE NO.:.....

We have been informed that[name of Contractor] (hereinafter called "the Contractor") has entered into Contract No.....(reference number of the contract] dated.....with you, for theConstruction of[name of contract and brief description] (hereinafter Called "the Contract).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum.....[amount in figure] (.....[amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we.....[name of issuing agency] Hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....[amount in figures] (.....) [amount in words] 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 in repayment of the advance payment under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

This guarantee shall expire on.....[Insert the date, 28 days beyond the Intended Completion date]

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature(s)]