



Ceylon Petroleum Corporation

BID FOR PURCHASE OF NETWORK ACCESSORIES

B/06/2020

BIDDING DOCUMENT

2020

TENDER NOTICE
CEYLON PETROLEUM CORPORATION
PURCHASE OF NETWORK ACCESSORIES

B/06/2020

The Chairman, Procurement Committee, Ceylon Petroleum Corporation will receive National Competitive Bids from Manufacturers or their Accredited Local Agents for the purchase of Network Accessories.

Bidding documents can be obtained between **0900 hrs. and 1500 hrs. up to 13.03.2020** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09, on a written request and on payment of non-refundable fee of Rs. 1,000.00 (Rs. 925.63 + 8% VAT) per set.

The Bid will be closed at **1400 hrs. on 16.03.2020** and opened at the Office of Manager (Procurement & Stores), immediately after closing time of the Bid. Bidders or their authorized representatives will be permitted to be present at the opening of the Bid.

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

Bidding Documents may be inspected at the Office of Manager (Procurement & Stores) up to 1500 hrs. on **13.03.2020**. The Bidding Document is also available in the website www.ceypetco.gov.lk. for inspection of interested bidders.

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

Chairman,
Departmental Procurement Committee,
c/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.

Tele : 0094-11-5455330, 5455337

Fax : 0094-11-5455424

CEYLON PETROLEUM CORPORATION

BID FOR THE PURCHASE OF NETEORK ACCESSORIES

Invitation to Bid

Ceylon Petroleum Corporation (CPC) is calling Bids from internationally reputed Manufacturers or their Local Agents/ Sole Distributors in Sri Lanka for the **Purchase of Network Accessories** 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

- 1.1.1. Ceylon Petroleum Corporation (CPC) is calling Bids from internationally reputed Manufacturers or their Local Agents/ Sole Distributors in Sri Lanka for the **Purchase of Network Accessories** on the basis of ex-stock or delivered in Colombo.

1.2 Content of the Bidding Documents

- 1.2.1 Bidding Document will consist of the followings ;
- 1.2.1.1 Instructions to Bidders (ITB)
 - 1.2.1.2 Conditions of Contract (COC)
 - 1.2.1.3 Particular Conditions of Contract
 - 1.2.1.4 Technical Specifications
 - 1.2.1.5 Schedule of Prices
 - 1.2.1.6 Form of Bid

1.3 Documents to accompany the Bid

- 1.3.1 All Bidders shall furnish adequate information in respect of the items offered.
- 1.3.2 Failure to furnish the following documents and details, with the bid may result in the Bid being rejected. All documents shall be furnished in English language.
- 1.3.2.1 Experience of the vender
 - 1.3.2.2 Past performance - Bidders should forward past supply records for the last Three (03) years.
 - 1.3.2.3 Manufacturers certified authorization to quote
 - 1.3.2.4 Business Registration Certificate of the Company.
 - 1.3.2.5 Brand Name and the Country of Manufacturer of the items offered.
 - 1.3.2.6 Certificate from the manufacturer to certify that the items offered are of currently in manufacture.
 - 1.3.2.7 Every Bidder should specify the conditions and period of warranty.
 - 1.3.2.8 Detailed Technical Specifications and literature of the item offered.
 - 1.3.2.9 Schedule of Prices duly completed and signed.
 - 1.3.2.10 Form of Bid (Annex A) duly completed and signed.

1.4 Sealing and marking of Bids

- 1.4.1 Bids shall be submitted in duplicates. The original and the duplicate of the Bid shall be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE' and shall be marked "BID FOR THE SUPPLY OF PURCHASE OF NETEORK ACCESSORIES" (The Invitation to Bid title) on the top left hand corner and the statement, "DO NOT OPEN BEFORE 1400 hrs on 16.03.2020 (to be completed with the time and date specified in the Bidding Document.

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

- 1.4.2 If the envelope is not sealed and marked as stated above, CPC will not take the responsibility for the Bids being misplaced or premature opening. In the event of any discrepancy between the Original and the Duplicate, the Original shall govern.

1.5 Period of validity of Bids

- 1.5.1 All bids shall be valid for a minimum period of Seventy Seven (77) days from the closing date of the Bid. A Bid valid for a shorter period will be rejected as non-responsive.

1.6 Signing of Bids

- 1.6.1 The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder. All pages of the Bid except for un-amended printed literature shall be initialed by the person(s) signing the Bid.
- 1.6.2 Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the person(s) signing the Bid.

1.7 Clarification of Bidding Document

- 1.7.1 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 the Bidding Document clause 1.4. 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.

1.8 Deadline for submission of Bids

1.8.1 CPC must receive Bids at the address specified in ITB Clause 1.4, not later than 1400 hrs. on 16.03.2020.

1.9 Late Bids

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

1.10 Withdrawal of Bids

1.10.1 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 sent to the Manager (Procurement & Stores), which the address is given in Clause No. 1.4.

1.11 Closing of Bids

1.11.1 Bids shall be closed at 1400 hrs on 16.03.2020 and hence bids shall be reached to the address given in clause no. 1.4 before the time and date specified in clause no. 1.8.

1.12 Opening of Bids by CPC

1.12.1 Bids will be opened immediately after the closing date and time fixed for receipt of Bids. The address where bids are opened is given in clause 1.4.

1.13 Agent's Authority:

1.13.1 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.

1.13.2 Nomination of an Agent after the Bid has been submitted will not be valid.

1.14 Bid Security Guarantee

- 1.14.1 Each Bid shall be accompanied by a Bid Security Guarantee, (if requested) undertaking that the bid will be held valid for the specified period, and that the bid 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 Rupees Twenty Five Thousand Only (Rs. 25,000.00).
- 1.14.2 The Bid Security Guarantee should be valid for hundred and Seven (107) days (i.e. 01.07.2020) from the date of closing of Bid. A form of Bid Security Guarantee is attached in Annex "B".
- 1.14.3 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. 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.

1.15 Schedule of Prices

- 1.15.1 Bidders are required to duly sign and return the "Schedule of Prices" as indicated in the bidding document.

1.16 Preliminary Examination of Bids

- 1.16.1 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.

1.17 Correction of Errors

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

- 1.17.1.1 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- 1.17.1.2 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.
- 1.17.1.3 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.
- 1.17.1.4 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.
- 1.17.1.5 If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited.

1.18 Evaluation of Bids:

- 1.18.1 CPC will carry out a detailed evaluation of Bids, to determine whether the Technical aspects are properly addressed, and the Bids are substantially responsive.

1.19 CPC's right to accept or reject any or all Bids

- 1.19.1 The CPC will not be bound to make the award to the Bidder submitting the lowest offer.
- 1.19.2 The CPC reserves the right to reject any or all Bids or any part thereof, without assigning any reasons. The CPC may accept any or all items of an bid, 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 Notice of Acceptance

- 1.20.1 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 CPC.

1.21 Award Criteria

- 1.21.1 Subject to ITB Clause 1. 18, the CPC 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 will be called upon to supply or part thereof conforming to Technical Specifications, and strictly by the agreed delivery date which should be within one month as per clause 2.4 of COC.
- 1.21.3 If The Successful bidder is called upon to enter into an Agreement with CPC, the bidder should be ready to sign an agreement with CPC.

2. CONDITIONS OF CONTRACT (COC)

2.1 Performance Security:

- 2.1.1 If it is applicable, the successful Bidder will be notified by CPC to furnish a Performance Guarantee. This guarantee shall be submitted on his owned cost and 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 Bid value of the accepted Bid. The Performance Security shall be complied to the format given in Annex D. The period of validity of this performance security shall be the expected period of delivery of goods/equipment plus one month.
- 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 Warranty Conditions

- 2.2.1 The successful Bidder should give a Comprehensive Warranty from the Manufacturer for a period of one year from the date of delivery.

2.3 Delivery Period

- 2.3.1 Period of delivery shall be 45 -60 days from the date of confirmation of the order.

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, 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. 2,000.00 will be levied per each day delayed beyond the period of delivery specified in the contract.

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.

2.8 Termination

2.8.1 Ceylon Petroleum Corporation may at any time terminate the contract by giving written notice to the supplier, if the Supplier breach of any of the provisions in the contract with CPC for the supply of vehicle/s or becomes bankrupt or otherwise insolvent. In this event, termination will be done without compensation to the Supplier, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to CPC.

2.9 Governing Law

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

2.10 Bidder Eligibility Criteria

- 2.10.1 The Bidder should have manufacture authorization to sale network cabling product covers under this bid.
- 2.10.2 Bidder should submit manufacturer authorization letter with this offer. If manufacture authorization letter not attached with bidder offer, CPC treat offer as a non-responsive
- 2.10.3 The manufacture should be ISO 9000 certified (For most innovative standards in management of all key business processes) or ISO certification for Computer Networks. (Bidder & Manufacture's ISO certification should be attached with proposal)
- 2.10.4 Bidder should provide documentary evidence for standard compliance and 3rd party test reports as mention in the technical specifications.(Each item should have a test report) CPC will treat bid offers as a non-responsive for non inclusion of the above mentioned documentation with the bid submission.
- 2.10.5 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.
- 2.10.6 Samples
Bidder should provide following samples for the technical evaluation. (Samples from quoted products)
1. UTP Cable - 1m
 2. 1m Patch code - 01 Nos
 3. Keystone Jack with face plate - 02 Nos

3. TECHNICAL SPECIFICATIONS.

Compliance or non-compliance of all items to be specified in the relevant columns. In all cases, accurate cross reference to technical literature by indicating the folio number etc... to be mentioned. Sufficient and authentic technical literatures to support claims of compliance to be provided. Bidder's failure to provide the information requested in the relevant columns may be a reason for the rejection of the bid.

As per the instruction given by eligibility criteria (Sub-Clause 2.11.3); Bidder should enclose **standards compliance test report** for below given specification. (Bidder should attach said test report end of each specification compliance sheet)

1. Technical Specifications for CAT 6 UTP Cable Boxes

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 25 Years for Product & Performance assurance		
6	Manufacturer should be ISO 9001 certified		
7	Product Configuration		
7.1	The cable should be supporting at least 500MHz bandwidth		
7.2	The cable should support Power Over Ethernet (PoE) applications		
8	Product Specification		
8.1	Should consist of a 23AWG solid bare copper conductor		
8.2	The cable should be plenum rated with a Fluorinated ethylene propylene insulation with low smoke PVC jacket		
8.3	The cable shall be provided with rip cord inside the cable jacket for easy cable preparation.		
8.4	The cable should support 10GBASE-T up to at least 50m		
9	Cable box should contain 300m cable reel		
10	Standard Compliance		
10.1	ANSI/TIA/EIA-568-C.2 Category 6		

	component specifications		
10.2	IEEE 802.3af PoE		

2. Technical Specifications for CAT 6 Patch / Fly Leads

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 25 Years for Product & Performance assurance		
6	Manufacturer should be ISO 9001 certified		
7	Product Configuration		
7.1	The patch cord should have UTP stranded construction to provide alien crosstalk (AXT) suppression in CAT 6 channel		
7.2	The patch cord should have Stranded conductors to ensure adequate life and long-term channel integrity		
7.3	The CAT 6 patch cord shall be available in various standard lengths		
	Should be available in 0.5m length		
	Should be available in 1m length		
	Should be available in 3m length		
	Should be available in 10m length		
	Should be available in 20m length		
7.4	The CAT 6 patch cord shall be available in various jacket color options for the complete length of the patch cord.		
7.5	The patch cord conductor should be 24AWG		
8	Product Specification		
8.1	The patch cord shall support bandwidth of 500MHz and should be ready for 10GbE connectivity		
8.2	Should support 10GbE connectivity for at least 30m		
8.3	The patch cord plug body shall be polycarbonate UL 94V-0 type.		
8.4	The patch cord plug contact should be high strength copper alloy. The plug should have 50 micro-inch Gold with 100 micro-inch under plating		
8.5	Should Support power over Ethernet (PoE) applications		
8.6	The Patch cord plug construction should support cable to		

	plug tensile strength of at least 20 lbs and tested for at least 2000+ mating cycles		
9	Standard Compliance		
9.1	TIA/EIA-568 Category 6 component specifications.		

3. Technical Specifications for CAT 6 Items for Information Outlets (Faceplate and Keystone Jack)

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 25 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Product Configuration		
7.1	Should consist of CAT 6 R-J45 Information outlet.		
7.2	The information outlet should be TIA/EIA-568-B.2 Category 6 component		
8	Product Specification		
8.1	The information outlet shall be high constructed of high impact thermoplastic material		
8.2	Should consist of an integrated dust cover made out of polypropylene or an equivalent material		
8.3	The contacts should be engineered with alloy with RoHS compliant lead-free plating		
8.4	Should support a mating cycle of at least 2000		
9	Standard Compliance		
9.1	TIA/EIA-568-B.2 Category 6		
9.2	IEEE 802.3at		
9.3	Should meet ISO/IEC 11801.		
10	Key stone configurations		
10.1	Dual flat surface Face plate with two keystone jacks		
10.2	Dual angled Face plate with two keystone jacks		
10.3	Keystone Jacks (without faceplate)		

4. Technical Specifications for CAT 6 UTP Patch Panel

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 25 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Product Configuration		
7.1	Must be 24 / 48 Port loaded straight (flat) 1U / 2U patch panel with integrated PCB design for connectors		
7.2	The patch panel must be provided with integrated rear cable management shelf constructed with 14-gauge steel		
7.3	Should consist of Integrated labeling and icon slots for TIA-606-B compliance		
8	Product Specification		
8.1	Should be 1 RU / 2 RU (Rack Unit) height		
8.2	Should be 19" Rack Mountable		
8.3	Should support Universal Wiring (T568A or T568B) schemes		
8.4	Should support 10GbE connectivity for at least 50m		
8.5	Should support PoE Applications		
9	Standard Compliance		
9.1	Should be Underwriters Laboratory (UL) Listed		
9.2	TIA-568-C.2 Category 6 component		
9.3	ISO/IEC 11801 Class E		
10	Product Should Available on		
10.1	48 port Patch panel (fully populated with relevant RJ45 connectors)		

5. Technical Specifications for Multimode Fiber Optic Patch Cords

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 25 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Product Configuration		
7.1	The fiber patch cord shall be SC-SC type and LC-LC Type Duplex Multimode OM3 assembly.		
7.2	The fiber patch cord shall be available in 2m length.		
8	Product Specifications		
8.1	The fiber patch cord shall be 100% optically tested		
8.2	The Insertion loss should < 0.35dB		
8.4	Mating durability should be at least 500		
9	Standard Compliance		
9.1	Should meet TIA/EIA-568-B.3 specifications		
10	Product Should Available on		
10.1	2m Fiber patch code with LC-LC type connector		
10.2	2m Fiber patch code with SC-SC type connector		

6. Technical Specifications for Single mode Fiber Optic Patch Cords

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 25 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Product Configuration		
7.1	The fiber patch cord shall be SC-SC type and LC-LC Type Duplex Singlemode assembly.		
7.2	The fiber patch cord shall be available in 2m lengths.		
8	Product Specifications		
8.1	The fiber patch cord shall be 100% optically tested		
8.2	The Insertion loss should < 0.35dB		
8.3	Typical mated pair return loss < -55 dB or better.		
8.4	Mating durability should be at least 500		
9	Standard Compliance		
9.1	Should meet TIA/EIA-568-B.3 specifications		
10	Product Should Available on		
10.1	2m Fiber patch code with LC-LC type connector		
10.2	2m Fiber patch code with SC-SC type connector		

4. BILL OF QUANTITIES

	Item	Qty	Unit	Unit Price	Total
1.	CAT 6 UTP Cable Boxes	16	Nos		
2.	CAT 6 Patch / Fly Leads 0.5 m	40	Nos		
3.	CAT 6 Patch / Fly Leads 1 m	50	Nos		
4.	CAT 6 Patch / Fly Leads 3 m	60	Nos		
5.	CAT 6 Patch / Fly Leads 10 m	15	Nos		
6.	CAT 6 Patch / Fly Leads 15 m	15	Nos		
7.	CAT 6 Patch / Fly Leads 20 m	10	Nos		
8.	Dual flat surface Face plate with two keystone jacks	20	Nos		
9.	Dual angled Face plate with two keystone jacks	20	Nos		
10.	Keystone Jacks (without faceplate)	60	Nos		
11.	CAT 6, 48 port Patch panel	02	Nos		
12.	Multimode 2m Fiber Patch Code with LC-LC Connector	08	Nos		
13.	Multimode 2m Fiber Patch Code with SC-SC Connector	08	Nos		
14.	Single mode 2m Fiber Patch Code with LC-LC Connector	04	Nos		
15.	Single mode 2m Fiber Patch Code with SC-SC Connector	04	Nos		
	Sub Total				
	Taxes				
	Grand Total				

Amount

In

Word

Authorize

Officer



ANNEX-A : 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 Purchase of Network Accessories. We offer to complete the whole of said accessories 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 within one month 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 of as detailed out in this Bidding Document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Procurement Committee to reject this offer or to accept.

Dated this day of2020.
Signature.....in the capacity of
.....duly authorized to sign Bids 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 Guarantee, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Guarantee issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to[insert date]

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

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

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 609, Dr. Danister De Silva Mawatha, Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the "CPC" which terms of expression as herein used shall where this context so requires and admits mean & include the CPC & its Successors & assigns) of the one part and _____ of _____ a Company duly incorporated & having its registered Office at _____ (hereinafter called the "Agent" which terms of expression as herein used shall where this context so requires and admits mean & include the _____ & its successors & assigns) of the other part

Whereas the CPC is desirous that the goods known as the Network Accessories should be supplied by the Supplier, and has accepted a Bid by the Supplier for the supply of such Goods and the remedying of any defects therein.

The CPC and the Agent agree, as follows: -

1. In the agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Contractor's scope of work hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement.
 - **Letter of Acceptance dated _____.**
 - **The Bid dated _____.**
 - **The Conditions of Contract**
 - **Technical Specifications**
 - **The Completed Schedule of prices and**
 - **The Local Agent's Proposal**

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

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

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

Authorized Signature of the Chairman of CPC		Authorized Signature of the Supplier	
<u>In the presence of</u>		<u>In the presence of</u>	
Name		Name	
Signature		Signature	
Address		Address	

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, 2020 [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)]