



CEYLON PETROLEUM CORPORATION

**VALVES FOR TRINCOMALEE TANK FARM
DEVELOPMENT**

B/23/2026

BIDDING DOCUMENT

2026

TENDER NOTICE

CEYLON PETROLEUM CORPORATION

Bid for the Supply of Valves for Trincomalee Tank Farm Development

B/23/2026

The Chairman, Department Procurement Committee (DPC) of Ceylon Petroleum Corporation invites sealed bids from eligible bidders for the “**Supply of Valves for Trincomalee Tank Farm**”.

To be eligible for awarding the Contract, the successful bidder shall not have been blacklisted and shall have complied with the eligibility and qualification criteria stated in the Bidding Document.

Bidding Document can be downloaded from the website <http://ceypetco.gov.lk/public-tenders/> or obtained between **0900 hrs. to 1500 hrs. up to 21.05.2026 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09** on a written request. A payment of non-refundable fee of Rs. 50,000.00 (Rs. 41,339.40 + 2.5% SSCL + 18% VAT) per bid should be paid to the CPC Cashier at head office or to Account No. 004100110208633 of Ceylon Petroleum Corporation of People’s Bank (Head Office) in case the document is downloaded, the receipt should be submitted along with the Bid.

The International Bidders who download the documents equivalent to amount in USD, Euro or GBP per set shall pay document fees as follows and the payment receipt should be submitted along with the Bid.

A/C NAME : Ceylon Petroleum Corporation
A/C NUMBER : **004 -1-001-1-0208633**
BANK : People’s Bank, International Banking Division,
People’s Tower, No. 374, Dr. Colvin R De Silva Mawatha,
Colombo 02.
BANK CODE : 7135
BRANCH CODE : 004
SWIFT CODE : PSBKLK LX

All Bids should be accompanied by a Bid Security amounts to **Rs. 3,000,000.00**.

The Bid will be **closed at 1400 hrs. on 22.05.2026** and opened immediately after the closing time of the Bid at the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below, Bidders or their authorized representatives may present at the opening of the Bid. As per the Public Contract Act No, 3 of 1987, the Prospective Bidders shall be registered in Department of Registrar of Companies through <https://eroc.drc.gov.lk/> website and submit PCA 3 certificate along with their Bid.

The interested bidders may obtain further information from Mechanical Engineer, Tel No. 011-7296288 or via email : aravinthan.m@ceypetco.gov.lk.

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

Tele : 0094-11-7296333

E-mail : procuregeneral@ceypetco.gov.lk

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1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction

1.1.1 The Chairman, Department Procurement Committee (HLPC) of Ceylon Petroleum Corporation invites sealed bids from eligible bidders for the Contract **“Valves for Trincomalee Tank Farm Development”**.

1.2 Basis of Bid

1.2.1 Bids are to be forwarded for the Supply of **“Valves for Trincomalee Tank Farm Development”** with all manufacturer’s data sheets/books, Manuals, Spare parts Catalogues for the equipment.

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

1.2.3 Bids are to be forwarded for the Supply of **“Valves for Trincomalee Tank Farm Development”** as per the Technical Specifications and Conditions stipulated in the Bidding document.

1.2.4 If the Bidder wishes to submit alternative offers from different Manufacturers such alternative offers shall be submitted with separate Bid Securities.

1.2.5 Bidder shall deliver the goods to Colombo Port.

1.2.6 All documentation & correspondence shall be furnished in English Language.

1.3 Bidding Documents

1.3.1 Bidding Document will consist of the following:

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

1.4 Documents to accompany the Bid

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

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

	Required Documents	Compliance (Yes/No)
i.	Name & The profile of the Manufacturer	
ii.	Country of Origin and Country of Manufacture	
iii.	Detailed specification of each item offered including drawings, installation manuals & mill certificates, etc.	
iv.	Certificate from manufacturer that the items offered is according to the applicable standards, are in good condition and confirming to the specifications given in the Bidding Document.	
v.	Availability of Mill Test Certificates (including Chemical Composition & Physical Properties) according to EN 10204 type 3.2 to be indicated	
vi.	Details of the Third-party inspector	
vii.	A copy of the valid certificate of Registration (PCA 3) issued by the Registrar of Companies (http://www.drc.gov.lk) together with offer	
viii.	Letter of Authorization from Manufacturer	
ix.	Manufacturer's Guarantees where applicable	
x.	Cover letter to specify the conditions of warranty offered on time basis.	
xi.	Signature Authorization – Board Resolution/Authorization Letter from the company (bidder) authorizing the signatory for signing the tender on behalf of the company	
xii.	Past performance history of last 5 years for the offered items together with details of clients	
xiii.	The bidder shall submit their Audited Financial Statements of past three years.	
xiv.	Schedule of Prices duly completed and signed	
xv.	If offered in foreign currency, a pro-forma invoice from the foreign principal.	
xvi.	Form of Bid (Annex A) duly completed and signed	
xvii.	Form of Bid Security Guarantee (Annex B)	
xviii.	Delivery schedule	
xix.	Form of Compliance/Deviation	

1.5 Sealing and marking of Bids

- 1.5.1 Bids shall be submitted in duplicates as per the conditions specified in this Bid document. The original and the duplicate of the Bid should be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE'. Both envelopes should be enclosed in one securely sealed cover, which should be marked "**Bid for the supply of Valves for Trincomalee Tank Farm Development**" on the top left-hand corner and the statement, "**Do not open before 1400 hrs. on 22.05.2026**" and shall be addressed to.

Chairman,
Department Procurement Committee,

c/o Manager (Procurement & Stores),
Procurement & Stores Function,
1st floor, Ceylon Petroleum Corporation,
No. 609, Dr. Danister de Silva Mawatha,
Colombo 09, Sri Lanka.
Tel: 0094 11 7296333
E-mail: procuregeneral@ceypetco.gov.lk

- 1.5.2 If the outer envelope is not sealed and marked as required above, the CPC will assume no responsibility for the Bid's being misplaced or premature opening. If the outer envelope discloses the Bidder's identity, the CPC will not guarantee anonymity of the bid submission, but this disclosure will not constitute grounds for Bid rejection.
- 1.5.3 Bids, sealed and addressed as aforesaid, shall be sent under registered cover to reach the address given in ITB clause no. 1.5.1 not later than 1400 hrs. Sri Lanka local time on **22.05.2026**.

1.6 Period of Validity of Bids

- 1.6.1 All offers shall be valid for Ninety-One (91) days from the closing date of the Bid (i.e. up to 20.08.2026). Bidders should, however, clearly indicate the maximum period that their offer would be valid. **A Bid valid for a shorter period will be rejected as non-responsive.**
- 1.6.2 Delivered at Site prices/ CIF prices indicated in the Schedule of Prices, (Clause 1.15 below) shall be firm and shall not be subject to any price variation within the period of validity stated in (1.6.1.) above.

1.7 Format and Signing of Bids

- 1.7.1 The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, bid for the **"Supply of Valves for Trincomalee Tank Farm Development"–Original and Duplicate** as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.
- 1.7.2 The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the Bidder to the Contract. **All pages of the Bid except for un-amended printed literature shall be initialed by the persons(s) signing the Bid.**
- 1.7.3 Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the persons) signing the Bid.

1.8 Clarification of Bidding Document

- 1.8.1 A prospective Bidder requiring any clarification of the Bidding document should notify CPC in writing by hand or post or facsimile at the CPC's mailing address indicated in ITB clause 1.5.1. Similarly, **if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage.** CPC will respond in writing to any request for clarification or modification of the Bidding document that is received not later than Seven (07) days prior to the deadline of submission of Bids prescribed by the CPC. Copies of the CPC's response will be sent to prospective Bidders within Three (03) days prior to the closing of the Bid who have collected Bidding documents.

1.9 Deadline for Submission of Bids

- 1.9.1 Chairman, Department Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.5.1 not later than the time and date stipulated.
- 1.9.2 Chairman, Department Procurement Committee, CPC may at his discretion, extend this deadline for submission of Bids, by amending the Bidding documents, in which case all right and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

1.10 Late Bids

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

1.11 Modification, Substitution & Withdrawal of Bids

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

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

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 Valves for Trincomalee Tank Farm Development”**. The envelopes shall be sealed in an outer envelope, duly marked **“Bid Modification”**.

- 1.11.3 A Bidder wishing to withdraw his Bid, shall notify the PC in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of Bids. The notice of withdrawal shall be addressed to the address given in the ITB Clause 1.5.1, bearing the Bid name and the words **“BID WITHDRAWAL NOTICE”**.

- 1.11.4 Bid withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will deem to be valid.

1.12 Closing of Bids

- 1.12.1 Bids, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach the address given in ITB clause 1.5.1, not later than 1400 hrs. Sri Lanka local time on **22.05.2026**. If the Bidders or their representatives choose not to send their Bids under Registered Cover, they could deposit such Bids in the Tender Box provided for this purpose at the office of the;

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

1.13 Opening of Bids by CPC

- 1.13.1 Bids will be opened immediately after the closing date and time fixed for receipt of Bids, at the office of the;
Manager (Procurement & Stores),
Procurement & Stores Function,

1st Floor, Ceylon Petroleum Corporation,
No. 609, Dr. Danister de Silva Mawatha,
Colombo 09,
Sri Lanka.

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

- 1.13.2 The Chairman, Department Procurement Committee, CPC or his nominated representative will open the Bids in the presence of the Bidders and/or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Bidders and/or their representatives shall sign a register as proof of their attendance.
- 1.13.3 The Bid Prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security Guarantee and other such details, which the CPC at its discretion, may consider to be appropriate, will be announced, at the opening. Late Bids will not be entertained and will be returned unopened to the Bidder.
- 1.13.4 Bids (and modifications sent pursuant to ITB Sub Clause 1.11) that are not opened will not be considered for evaluation, regardless of the circumstances.

1.14 Bid Security

- 1.14.1 Each bid shall be accompanied by a Bid Security Guarantee, undertaking that the 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 Guarantee issued by a Licensed Commercial Bank in Sri Lanka and payable to the CPC on demand in a sum of Sri Lankan Rupees **Three Million (Rs. 3,000,000.00)** only or equivalent amount in US\$, EURO or GBP.
- 1.14.2 The Bid Security Guarantee shall be valid for One Hundred and Nineteen (119) days (**i.e. up to 18.09.2026**) from the date of closing of Bid. A format of Bid Security is attached in Annexure "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.
- 1.14.4 Bid Security from unsuccessful Bidders will be returned to them after the award is made to the successful Bidder. The Bid Security of the successful Bidder will be returned only after receipt of the Performance Guarantee.

1.15 Schedule of Prices

- 1.15.1 Bidder shall submit their offer in Schedule of Prices indicating Offer Validity, Delivery Period & Country of Origin. Rates quoted should be computed on the basis of Delivered in Colombo (CIF), showing FOB Value and Freight charges separately.
- 1.15.2 Bidders are also required to duly sign and return the Schedule of Prices indicating their offers in detail together with the Pro-forma Invoice.
- 1.15.3 Prospective Bidders are requested to submit their offers in foreign currency (i.e US\$, GBP, EURO) which are freely convertible in Sri Lanka Rupees.
- 1.15.4 All Agent's Commission, (if any), shall be disclosed in Sri Lanka Rupees in the appropriate column of the Schedule of Prices.

Note:

1. To facilitate evaluation & comparison of Bids, all prices quoted in foreign currency will be converted to Sri Lankan Rupees at the Selling Exchange Rate of the Central Bank of Sri Lanka, prevailing on the date of opening of Bids.
2. Prices not submitted on the prescribed form and in the manner required are liable for rejection.

1.16 Preliminary Examination of Bids

- 1.16.1 The CPC will examine the Bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the Bids are generally in order. The CPC may, at its discretion, call clarifications from Bidders.
- 1.16.2 The request for clarification and the response shall be in writing within two weeks from the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 1.16.3 All offers received will be examined to determine the eligibility of bidders responded and the substantial responsiveness of bids received. A substantially responsive bid is one which conforms to the terms, conditions and specifications of the Bidding Document. Incomplete bids will be rejected.

1.17 Corrections of Errors

- 1.17.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
 - (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
 - (c) If the total Bid price increases due to corrections made on above procedure, the bid price shall not be adjusted to the increased price and the corrections should be readjusted within the Bid price in consultation with the Bidder.
 - (d) If the bid price decreases by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the Bidder and shall be considered as binding upon the Bidder.
 - (e) If the bidder does not accept the corrected amount of bid, its bid shall be rejected, and the bid security may be forfeited.

1.18 Evaluation of Bids:

- 1.18.1 The CPC will carry out a detailed evaluation of the Bids, to determine whether the technical aspects are properly addressed and the Bids are substantially responsive.
- 1.18.2 The evaluation methodology will comprise:
 - (a) Technical Requirements: Specifications and supporting technical documents in compliance with Technical Specifications of this Bidding document including the information/details requested Under Clause 1.4 of ITB.

- (b) Financial Evaluation of Bids: The comparison of the prices of Items together with the local agency commission (if any) will be evaluated.

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

- Past supply records of the offered brand and list of users (with their contact details)
 - Delivery Schedule
- 1.18.3 Offers are evaluated on a total Delivered at Site price basis. Bids received on C&F basis (In foreign currency) will be converted into Delivered at Site price by adding Customs Duty, Surcharge, CESS, PAL, ED, SCL, SSCL, Computer & other charges, Port Authority & handling charges, Wharf clearing charges, Transport charges, Local Agency Commission (If any) & any other prevailing charges. Prevailing standard applicable rates & taxes will be considered in computation as per formulae for imported goods – Annexure “H” attached.
- 1.18.4 Those who are eligible for Import tax concessions Shall Indicate the same clearly in detail with relevant certifications. In such a case, a bank guarantee covering the total concession amount with a validity of 6 weeks longer than the delivery period shall be submitted along with the bid. The bank guarantee will be released only after the clearance of the cargo from Sri Lanka Customs. If not, standard prevailing tax rates will be applied in the evaluation of bids.

1.19 Department Procurement Committee’s right to accept or reject any or all Bids

- 1.19.1 The Department Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- 1.19.2 The Department Procurement Committee reserves the right to reject any or all Bids or any part thereof, without adducing any reasons. The Department Procurement Committee may accept any or all items of an offer and reserves the right to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.
- 1.19.3 The notice of acceptance of Bid will be sent by facsimile, followed by post to the successful Bidder, to the address given by him in the Bidding document, soon after the decision of the Department Procurement Committee.

1.20 Award Criteria

- 1.20.1 Subject to ITB Clause 1.18 the Department Procurement Committee will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive, lowest evaluated Bid provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 1.20.2 The successful Bidder will be called upon to enter into an Agreement with CPC. A specimen Form of Agreement -Annexure “C”.

2. CONDITIONS OF CONTRACT (COC)

2.1 Performance Guarantee

- 2.1.1 The successful bidder on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within fourteen (14) days of such notification issued by a Licensed Commercial Bank in Sri Lanka and payable to the CPC on demand in a sum equivalent to 10% of the total value of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Annexure "D".
- 2.1.2 If the successful Bidder fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting contractors.
- 2.1.3 The successful bidder in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, costs, expenses and damages, which the CPC may sustain in consequence of such failure, and the Bid Security shall be forfeited.
- 2.1.4 Simultaneously, the original document of the Performance Guarantee shall be sent to CPC by courier.

2.2 Method of Payment

- 2.2.1 Payments shall be paid by an irrevocable, non-transferable Letter of Credit (L/C) to the principal, where 90% of the L/C value will be paid at sight and the balance 10% will be released only after the successful completion of the order as per the terms and conditions of the contract.
- 2.2.2 Any bank charge incurred in amending L/C terms at the request by the supplier, he shall be required to bear such charges. L/C opening charges shall be borne by the applicant and all other charges outside the country including confirmation charges (if required) shall be borne by the beneficiary.
- 2.2.3 CPC will provide a draft L/C for the approval of the beneficiary prior to the transmission of the L/C. Beneficiary shall inform the adjustments/confirm the same within three (03) working days from the date of receipt of the draft.
- 2.2.4 The following information are very essential for CPC to obtain the necessary Import License and for establishment of L/C without delay. Hence you are kindly requested to incorporate same in your Pro Forma Invoice.
 - I. Pro-forma Invoice Number, Date, Supplier's Address & Contact details
 - II. Country of Origin and Manufacture
 - III. Country & Port of Shipment
 - IV. The Harmonized System (HS) Number
 - V. Bank account details of the declared principal/beneficiary
 - VI. Name, address, SWIFT/IBAN/Sort code/s of the bank for negotiation of L/C
 - VII. Latest date of Shipment/Delivery Period
- 2.2.5 Other charges quoted in Sri Lankan Rupees (if any) along with all applicable taxes shall be paid to the authorized agent within a period of one (01) month after the successful completion of the order as per the terms and conditions of the contract.
- 2.2.6 No payment will be made to a local entity in foreign currency.

2.3 Shipment & Delivery

- 2.3.1 Third Party Inspection Certificates as per clause No. 2.13. shall be sent before the delivery to CPC by courier & CPC in return will send a letter of acceptance back to the supplier within 10 days. Delivery should be made only after receipt of CPC Letter of Acceptance.
- 2.3.2 Immediately after the consignment is shipped, the supplier shall send to Ceylon Petroleum Corporation an Email / Fax stating the name of the Vessel with quantities shipped. Also, within 03 days from the date of the Bill of Lading, 04 copies of each of the following shipping documents shall be sent by courier, addressed to the Manager (Procurement & Stores), Procurement & Stores Function, 1st Floor, Ceylon Petroleum Corporation, No. 609, Dr. Danister de Silva Mawatha, Colombo 09, Sri Lanka.
- i. Clean on Board, freight prepaid/ freight to pay (as per award) Bills of Lading in favour of Sri Lankan Bank nominated by CPC, showing destination as Colombo and notifying party as Ceylon Petroleum Corporation.
 - ii. Manually signed invoices in quadruplicate, showing FOB, Local Agent's Commission if any, freight and C&F Colombo
 - iii. Packing List in quadruplicate.
 - iv. Certificate of Manufacturer stating that the Items shipped were manufactured by them and indicating Country of Origin.
- 2.3.3 Items shall be delivered to Colombo Port within twelve (12) weeks from the date of confirmation of the Order.

2.4 Delays in Delivery

Where the Supplier does not deliver the Items in due time, in accordance with the stipulated and agreed dates of delivery, as given in the Bidding Document, the Ceylon Petroleum Corporation, will have the right to make suitable alternate arrangements for the required supplies. Delays for reasons beyond the Supplier's control which is acceptable to CPC, such situations will be dealt accordingly.

2.5 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 Items according to the Technical Specifications the CPC has the right to forfeit the performance guarantee of the Supplier.

Bidders should declare that they have read about the Bid conditions, and that they make the offer in compliance with, and subject to all the conditions thereof, and agree to perform the services in accordance with the said conditions in the manner therein set out, and in terms of this offer. A form of Bid, as Annexure "A" is attached.

2.6 Assurance on Delivery

The successful Bidder will be called upon to supply to the Ceylon Petroleum Corporation the goods conforming to specifications and strictly abide by the agreed delivery dates, which shall be less than 03 months from the date of the Letter of Acceptance. (Shorter delivery periods are most welcome). However, Bidders shall indicate the period within which the item could be dispatched from the date of confirmation of the order.

2.7 Penalty on Delayed Delivery

If the successful bidder could not deliver the total quantity within the delivery period agreed in his bid, a penalty charge of the sum of 1/1000th of the total value per day or part thereof up to a 10% of the total value will be recovered from the payment to the bidder.

However, CPC reserves the right to cancel the award of the tender, if the total quantity is not delivered within the delivery period agreed by the bidder in this bid.

2.8 Packing

Packing should be seaworthy and suitable to protect the goods from adverse weather conditions and shocks during the voyage handling & storage.

2.9 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.

2.10 Bidder's Standard Conditions of Sale

Bidder's standard conditions of sale, usually printed on the reverse side of the Pro-forma Invoice or in a separate format will not be accepted. The conditions of bid of CPC will prevail.

2.11 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.

2.12 Governing Law

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

2.13 Pre-shipment Inspection

2.13.1 Third Party Inspection shall be arranged by the supplier in such a way that each consignment be subjected to a pre-shipment inspection for quality, quantity, packaging, & Marking requirements at the sole discretion of CPC by an Independent internationally recognized inspector proposed by the supplier & approved by CPC. The cost involved for this inspection shall be indicated in the "Schedule of Prices". The quality and quantity determined by this independent inspector shall be binding on both parties. Inspection Report Signed & Stamped by the Third-Party inspector & Mill Test Certificates (including Chemical Composition & Physical Properties) according to EN 10204 3.2 should be sent before the shipment to CPC by courier, and CPC In return, will send the Letter of Acceptance back to the supplier within 10 days after receipt of the original Inspection Reports. Shipment should be made only after receipt of CPC approval of the Third-Party Inspection Report.

2.13.2 This requirement will be included in the Letter of Credit as a condition, as given below.

THE BENEFICIARY SHOULD FORWARD THE 3RD PARTY INSPECTION REPORT PROVIDED BY THE 3RD PARTY INSPECTION COMPANY DIRECT TO THE APPLICANT FOR APPROVAL, BY COURIER SERVICE, PRIOR TO THE SHIPMENT.

THE SHIPMENT SHOULD BE EFFECTED ONLY ON RECEIPT OF SWIFT MESSAGE BY THE ADVISING BANK FROM THE ISSUING BANK CONFIRMING APPROVAL OF THE INSPECTION REPORT BY THE APPLICANT."

- 2.13.3 In addition to the above 3rd party inspection, Bidder shall allow CPC to witness the tests, procedures, and perform inspection at the manufacturing site for a minimum of 3 consecutive days. All the expenses relating to the inspection visit for two mechanical engineers nominated by CPC to the Bidder's manufacturing site should be borne by the Bidder.
- 2.13.4 The principal should intimate well in advance the schedule of the 3rd party inspection to arrange CPC engineers to witness the Inspection for a minimum of 3 consecutive days at the manufacturing site.
- 2.13.5 Cost of elir tickets for the aforesaid two engineers will be arranged & born by CPC up to closest international airport to the manufacturing site & the Bidder shall provide at his own cost proper and reasonable facilities covering food, accommodation and inland traveling for examining, inspection testing and gauging such items and shall also supply free of charge such apparatus, materials, tools, gauges, labour & assistance as may be required from time to time for the purpose of such examinations, inspections, testing & gauging.
- 2.13.6 The CPC shall have full authority to reject any steel plate, which in the opinion of the CPC Representative or 3rd Party Inspector, does not comply with the CPC specifications.

2.14 Particular Conditions

- 2.14.1 The proposed line is to be used to transfer Fuel Oil and Distilled Petroleum Product.
- 2.14.2 The third-party inspector shall have full-time membership of International Association of Classification Society (IACS)
- 2.14.3 Country of origin shall be mentioned clearly and shall be of USA, Europe, South Africa, South Korea, and Japan.
- 2.14.4 Supplier should give a manufacturer's warranty for the applicable goods Supplied by him for a minimum period of 12 months from the date of Delivery. Warranty Conditions shall be clearly indicated in the quotation.
- 2.14.5 Any defect found during this warranty period should be attended to by the supplier at his own cost (labour & spare parts), and any defective parts should be replaced with new parts free of charge.
- 2.14.6 All material offered should have a minimum of 14 months shelf life (if relevant) from the date of delivery.
- 2.14.7 The Past Performance (supply) records of the manufacturer of the products offered for the last 5 years to the Western countries (USA, Europe), Japan, South Korea or South Africa together with details of clients should be submitted.
- 2.14.8 Following information to be clearly indicated on each item by steel dye stamping or by water resistant paint.
 - a. Heat number & load
 - b. Manufacturer's name & Country of Manufacturing

3. TECHNICAL SPECIFICATIONS

Gate Valve				
Item No.	QTY	Unit	Size	Description
1	9	Nos	20"	ASME B16.34/API 600, 150 LB, RF Flange, Body A216 WCB, Stem - A182 F6a, Wedge - A216
2	28	Nos	16"	ASME B16.34/API 600, 150 LB, RF Flange, Body A216 WCB, Stem - A182 F6a, Wedge - A216
3	12	Nos	12"	ASME B16.34/API 600, 150 LB, RF Flange, Body A216 WCB, Stem - A182 F6a, Wedge - A216
4	6	Nos	10"	ASME B16.34/API 600, 150 LB, RF Flange, Body A216 WCB, Stem - A182 F6a, Wedge - A216
5	5	Nos	6"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB
6	10	Nos	3"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB
7	22	Nos	2"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB
8	47	Nos	1"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB
9	30	Nos	3/4"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB

Ball Valve				
Item No.	QTY	Unit	Size	Description
10	10	Nos	20"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB

Globe Valve				
Item No.	QTY	Unit	Size	Description
11	5	Nos	3/4"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB
12	5	Nos	1/2"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB

MOV				
Item No.	QTY	Unit	Size	Description
13	5	Nos	20"	ASME B16.34/API 600, 150 LB, RF, A216 WCB
14	29	Nos	16"	ASME B16.34/API 600, 150 LB, RF, A216 WCB
15	12	Nos	12"	ASME B16.34/API 600, 150 LB, RF, A216 WCB

Check Valve				
Item No.	QTY	Unit	Size	Description
16	6	Nos	16"	ASME B16.34/API 600, 150 LB, RF, Body-SS316/316L, Disk -SS316/316L , Spring - SS316, Top Ring - SS316

PSV				
Item No.	QTY	Unit	Size	Description
17	18	Nos	3/4"X1"	150/RF, ASME B16.5, API 520, Spring loaded-conventional, Set pressure - 15bars,
18	10	Nos	2"X3"	150/RF, ASME B16.5, API 520, Spring loaded-conventional, Set pressure - 15bars

SCHEDULE OF PRICES (CIF BASIS)

Gate Valve						
Item No.	QTY	Unit	Size	Description	Unit Price (.....)	Total Price (.....)
1	9	Nos	20"	ASME B16.34/API 600, 150 LB, RF Flange, Body A216 WCB, Stem - A182 F6a, Wedge - A216		
2	28	Nos	16"	ASME B16.34/API 600, 150 LB, RF Flange, Body A216 WCB, Stem - A182 F6a, Wedge - A216		
3	12	Nos	12"	ASME B16.34/API 600, 150 LB, RF Flange, Body A216 WCB, Stem - A182 F6a, Wedge - A216		
4	6	Nos	10"	ASME B16.34/API 600, 150 LB, RF Flange, Body A216 WCB, Stem - A182 F6a, Wedge - A216		
5	5	Nos	6"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB		
6	10	Nos	3"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB		
7	22	Nos	2"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB		
8	47	Nos	1"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB		
9	30	Nos	3/4"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB		
Ball Valve						
Item No.	QTY	Unit	Size	Description		
10	10	Nos	20"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB		
Globe Valve						
Item No.	QTY	Unit	Size	Description		
11	5	Nos	3/4"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB		

12	5	Nos	1/2"	ASME B16.34/API 600, 150 LB, RF, Body A216 WCB, Stem - A182 F6a, Wedge - A216 WCB		
MOV						
Item No.	QTY	Unit	Size	Description		
13	5	Nos	20"	ASME B16.34/API 600, 150 LB, RF, A216 WCB		
14	29	Nos	16"	ASME B16.34/API 600, 150 LB, RF, A216 WCB		
15	12	Nos	12"	ASME B16.34/API 600, 150 LB, RF, A216 WCB		
Check Valve						
Item No.	QTY	Unit	Size	Description		
16	6	Nos	16"	ASME B16.34/API 600, 150 LB, RF, Body-SS316/316L, Disk -SS316/316L , Spring - SS316, Top Ring - SS316		
PSV						
Item No.	QTY	Unit	Size	Description		
17	18	Nos	3/4"X1"	150/RF, ASME B16.5, API 520, Spring loaded-conventional, Set pressure - 15bars,		
18	10	Nos	2"X3"	150/RF, ASME B16.5, API 520, Spring loaded-conventional, Set pressure - 15bars		
Total FOB						
Less Discount						
Total Freight						
Total Insurance						
Total CIF						

Cost of 3rd Party Inspection :

Grand Total (CIF + Inspection costs) :

Grand Total in words :
.....

Local Agency Commission : Rs.

Period of Validity of the offer :

Name of Manufacturer :

Country of Manufacturer :

Country of Origin :

Name of the 3rd Party Inspector :

Delivery Period :

Warranty Period :

Name of the Bidder :

Address :
:
:

Tele/Fax Nos. :

Signature of Bidder :

ANNEXURE - A - Form of Bid

To: The Chairman
Department Procurement Committee,
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.
Sri- Lanka

From:

.....

.....

Sir,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of contract **“Supply of Valves for Trincomalee Tank Farm Development”** we offer to complete the whole of said services in conformity with the said document.

- A-2 Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof shall constitute a binding contract with us.

- A-3 We understand you are not bound to accept the lowest or any Bid you may receive.

- A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Bidding document.

- A-5 We agree to abide by this Tender for the period of Ninety-One (91) from the date of opening of the Tender. Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.

- A-6 We agree to be bound by the Bid, Bid Conditions and Performance Guarantee.

- A-7 We affirm that the said items will be delivered within three (03) months after we receive notice of acceptance of our Tender from the CPC.

- A-8 We offer the lump sum fixed price of (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 Department Procurement Committee to reject this offer or to accept.

Dated this day of2026.

Signature in the capacity of

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

Name

Address
.....
.....

Witnesses:

1. Signature:

Name:

.....

Address :

.....

.....

2. Signature:

Name:

.....

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 _____ 2026, 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 “Supply of Valves for Trincomalee Tank Farm Development” 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 Supplier’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 Contract.
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] dated

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

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

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

This guarantee shall expire, no later than theday of, 2026 [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)]

ANNEXURE – E Compliance / Deviations Sheet

Please mark “✓” if complied with the tender requirement or mark “X” if there is any deviation and indicate the deviation in the cage provided.

	<i>Specification / Condition</i>	<i>Complied</i>	<i>Deviations if any</i>
I.	<i>Document Fee Paid for each Principal Bidder</i>		
II.	<i>Bid Security per Clause No. 1.14 Given</i>		
III.	<i>Bid Submission From & Bid-Securing Declaration per Clause No. 1.14 Given</i>		
IV.	<i>Offer Validity</i>		
V.	<i>Schedule of Prices Duly Filled, Stamped, Signed & Forwarded</i>		
VI.	<i>Agreed with Payment Terms as per Clause 2.2 & Other Requirements</i>		
VII.	<i>Agreed with Shipment & Delivery conditions per Clause No. 2.3</i>		
VIII.	<i>Specifications & Particular Conditions as Section 3 and Clause 2.14</i>		
IX.	<i>Agreed with the Requirement for Pre-Shipment Approval of CPC for Mill Test Certificate to Permit Delivery as per Clause 2.13</i>		
X.	<i>Details of 3rd-party Inspector given</i>		
XI.	<i>Agreed with the Delivery Period per Clause No 2.3</i>		
XII.	<i>Literature / Catalogues & Other Technical Data Given</i>		
XIII.	<i>Name of the Manufacturer & Compliance to Country of Manufacture requirement of Scope of Supply</i>		
XIV.	<i>Letter of Authorization from Principal Supplier</i>		
XV.	<i>Letter of Authorization of Manufacturer (in case the Principal is not the Manufacturer)</i>		
XVI.	<i>Compliance with Performance Guarantee per Clause No. 2.1</i>		
XVII.	<i>Country of origin & Country of Manufacturing,</i>		
XVIII.	<i>If Relevant, VAT Registration No. Given</i>		
XIX.	<i>Deviations from Specifications, terms & conditions, if any, indicated</i>		
XX.	<i>Documentary proof for recent supplies made to customers in similar magnitude Given</i>		
XXI.	<i>Copy of Business registration & Public Contract registration per Clause 1.4</i>		
XXII.	<i>Name and Address of the Local Agent (if any) and Agency commission given</i>		
XXIII.	<i>A copy of the valid certificate of Registration (PCA 3) issued by the Registrar of Companies</i>		
XXIV.	<i>Warranty & Other Conditions</i>		
XXV.	<i>Signatory Authorization Letter</i>		
XXVI.	<i>Other Deviation, if any</i>		

.....
Company Stamp

.....
Signature of the Bidder