



CEYLON PETROLEUM CORPORATION

SUPPLY OF MANUAL HYDRAULIC STACKER

B/47/2026

BIDDING DOCUMENT

2026

CONTENTS

1. INSTRUCTIONS TO BIDDERS	1-5
2. CONDITIONS OF CONTRACT	6-7
3. SPECIFICATIONS	8
4. SCEHEDULE OF PRICES.	9

FORM OF BID.....	10-11
FORMAT OF BID SECURITY GURANTEE	12
FORM OF AGREEMENT.....	13-14
FORMAT OF PERFORMANCE GURANTEE	15

Invitation to Bids

CEYLON PETROLEUM CORPORATION

BID FOR THE “MANUAL HYDRAULIC STACKER”

B/47/2026

The Chairman, Departmental Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC) invites sealed bids from eligible suppliers for the “Manual Hydraulic Stacker”.

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 Documents can be obtained on working days between **0900 hrs. to 1500 hrs. up to 14.08.2026** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01st Floor, No.609, Dr. Danister De Silva Mawatha, Colombo 09 after payment of non-refundable fee of Rs. 2,000.00 (Rs. 1,653.58 + 2.5% SSCL+ 18% VAT) to CPC.

All Bids should be accompanied by a Bid Security amount to Rs. 30,000.00.

The Bid will be **closed at 1400 hrs. on 17.08.2026** and opened at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below, immediately after the closing time of the Bid. Bidders or their authorized representatives may be present at the opening of the Bid.

Chairman,
Departmental Procurement Committee,
C/o Manager (Procurement & Stores),
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor, No. 609,
Dr. Danister De Silva Mawatha,
Colombo 09.
Tel. 011 7296336, Fax – 011 2106769

1. INSTRUCTIONS TO BIDDERS

1.1 Introduction

Ceylon Petroleum Corporation (CPC) is inviting sealed Bids from reputed and experienced Suppliers in Sri Lanka for the “Supply of Manual Hydraulic Stacker”. Capable to load and unloaded product barrels with wooden pallets.

Eligibility Requirements

- Bidder shall not be blacklisted
- Bidder shall have carried out previous supplies of similar nature supplies during the last 05 years.
- Bidder shall have the valid authorization of the manufacture of the quoted product and shall be able to provide required spare parts and services as and when required.

1.2 Content of the Bidding Documents

Bidding Document will consist of the followings;

- 1.2.1 Instructions to Bidders (ITB)
- 1.2.2 Conditions of Contract (COC)
- 1.2.3 Technical Specifications
- 1.2.4 Schedule of Prices
- 1.2.5 Form of Bid – Annex A
- 1.2.6 Format of Bid Security Guarantee – Annex B
- 1.2.7 Form of Agreement – Annex C
- 1.2.8 Format of Performance Guarantee – Annex D

1.3 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, with the bid may result in the Bid being rejected. All documents shall be furnished in English language.

- 1.3.1 Bidders shall provide records of supplies carried out during the last five (05) years (i.e. Purchase Orders, etc.)
- 1.3.2 Every Bidder shall specify the conditions and period of warranty.
- 1.3.3 Schedule of Prices duly completed and signed.
- 1.3.4 Form Bid (Annex A) is duly completed and signed.
- 1.3.5 Bid Security Guarantee (Annex – B)
- 1.3.6 List of spare parts for the quoted model and confirmation of bidder to the spare parts availability for next 03 years and service capability.

1.4 Sealing and marking of Bids

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 MANUAL HYDRAULIC STACKER**" (The Invitation to Bid title) on the top left-hand corner and the statement, “DO NOT OPEN BEFORE **1400 hrs on 17.08.2026** (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.

If the envelope is not sealed and marked as stated above, CPC will not take 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

All bids shall be valid for a **minimum period of Forty-Nine (49) days (i.e. up to 04.10.2026)** 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

The Original and the Duplicate of the Bid shall be typed, or written in 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.**

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

1.7 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 1.4. 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

CPC must receive Bids at the address specified in **ITB Clause 1.4**, not later than **1400 hrs. on 17.08.2026**

1.9 Late Bids

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

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

Bids shall be closed at **1400 hrs on 17.08.2026** 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

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:

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.

1.14 Bid Security Guarantee

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 licensed Commercial Bank in Sri Lanka, and payable to the CPC on demand in a sum of Rupees Forty Thousand (**Rs. 30,000.00**) only. The Bid Security Guarantee should be valid for Seventy-Seven (77) days (i.e. up to 01.11. 2026) 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 the 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

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

1.16 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.

1.17 Correction of Errors

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 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:

CPC will carry out a detailed evaluation of Bids, to determine whether the Technical aspects are properly addressed, and the Bids are substantially responsive. Evaluation of Bids will conduct as follows;

(a) Technical Evaluation:

will be carried out based on the mandatory forms specified in clause 1.3.1 to 1.3.5 of the bidding document.

(b) Financial Evaluation:

will be carried out based on the Schedule of Prices.

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

The CPC will not be bound to make the award to the Bidder submitting the lowest offer. 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 a 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

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. The Procurement Entity reserves the right to divide the contract into separate lots and award them to multiple bidders.
- 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 (01) month as per clause 2.3 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:

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 with the format given in Annex D.

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.

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

Minimum one year.

2.3 Delivery Period

Period of delivery shall be within one (01) month from the date of confirmation of the order and shall be delivered to the CPC Head Office.

2.4 Mode of Payment

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

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, 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.

2.6 Liquidated Damages

Liquidated Damages amounts to 1/2000 for the initial contract price will be levied per each day delayed on delivery up to a maximum of 10%.

2.7 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.

2.8 Termination

CPC 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 Manual Hydraulic Stacker 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 the purchaser.

2.9 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 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. SPECIFICATIONS

Bidder Specify: Brand Name, Model, Country of Origin & Manufacture

Criteria	Description	Comply with the Specification (Yes/No)
Brand Name	Bidder to specify	
Model Number	Bidder to specify	
Country of Origin	Bidder to specify	
Country of Manufacture	Bidder to specify	
Lifting capacity	Not less than 1000kg	
Maximum lift height	>1550mm	
Lowered fork height	≤90mm	
Fork length	1150mm	
Fork width	Adjustable	
Minimum fork width	330mm	
Maximum fork width	At least 740mm	
Load center	600mm	
Lifting Mechanism	Manual hydraulic operation via both handle and foot pedal requiring no battery	
Pallet compatibility	Open bottom pallets	
Wheels & braking system	Nylon wheels with adequate braking capability	
Front wheel diameter	80mm	
Rear wheel diameter	180mm	
Warranty Period	Minimum One (01) year	

4. SCHEDULE OF PRICES

	Item	Qty	Unit Price (Rs.)	Total Price (Rs.)
1.	Manual Hydraulic Stacker	08 Nos.		
Sub Total 1				
...% SSCL				
Sub Total 2				
18% VAT (If applicable)				
Grand Total				

1) Grand Total in Words:

2) Name of Bidder :

3) Address:

4) Signature of Bidder :

5) VAT Registration No.:

6) Tel/E-mail:

Company Seal :

Date :

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, Conditions of Contract and Technical Specification for Supply of Manual Hydraulic Stacker, 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 **Forty-Nine (49) 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 one **(01) month after** we receive notice of acceptance of our Bid from the CPC.

A-8 We offer the lump sum fixed price (cost in figures)
.....(cost in words) for
Supply of Manual Hydraulic Stacker, 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 of2026.
Signature.....in the capacity of
.....duly authorized to sign Bids for and on behalf of:

Name

Address
.....
.....

Witnesses:

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

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

FORMAT FOR BID SECURITY GUARANTEE

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

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

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

Date : [insert (by issuing agency) date]

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

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

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

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

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

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

Whereas the CPC is desirous that the Goods known as the Supply of Manual Hydraulic Stacker, should be supplied by the Supplier, and has accepted a Bid by the Contractor for the supply of such Manual Hydraulic Stacker and the remedying of any defects therein.

The CPC and the Agent agree, as follows: -

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

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

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

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

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

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

Authorized Signature of the Chairman of CPC		Authorized Signature of the 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 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 the day 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)]