



Ceylon Petroleum Corporation

**SUPPLY, INSTALL & COMMISSION OF
10 NOS DC FAST CHARGER UNITS**

B/28 /2023

BIDDING DOCUMENT

PROCUREMENT NOTICE
CEYLON PETROLEUM CORPORATION
BID FOR THE SUPPLY, INSTALL & COMMISSION OF 10 NOS DC FAST
CHARGER UNITS

B/28 /2023

The Chairman, Departmental Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC) invites sealed bids from eligible bidders for the supply, install & commission of 10 Nos. DC Fast Charger Units as described in the bidding document.

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 19.09.2023** 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. 5,000.00 (Rs. 4,241.78 + 2.5% SSCL +15% VAT) to CPC or download from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>.

All Bids should be accompanied by a Bid Security amounts to Rs. 400,000.00.

The Bid will be **closed at 1400 hrs. on 20.09.2023** 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 present at the opening of the Bid. 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 Manager (Procurement & Stores) Tel No. 011 5455331 or e mail : supplies@ceypetco.gov.lk.

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

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1. INSTRUCTIONS TO BIDDERS

1.1. Introduction

1.1.1. Chairman, Department Procurement Committee (Minor), Ceylon Petroleum Corporation (CPC) is calling National Competitive Bids for the Supply, Install & Commission of 10 Nos DC Fast Charger Units.

1.2. Basis of Bid

1.2.1. Bids are to be forwarded for the Supply, Install & Commission of 10 Nos. DC Fast Charger Units to CPC Head Office at Colombo 09.

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 the most stringent conditions of the Bidding document.

1.2.3. Bids are to be forwarded for the 10 Nos DC Fast Charger Units as per the Technical specifications stipulated in the Bidding Document.

1.3. Issue of Bidding Documents

1.3.1. Bidding Documents can be obtained on working days between 0900 hrs. to 1500 hrs. up to 19.09.2023 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. 5,000.00 (Rs. 4,241.78 + 2.5% SSCL +15% VAT) to CPC or download from CPC website.

- i. Instructions to Bidders (ITB)
- ii. Conditions of Contract (COC)
- iii. Technical Specifications
- iv. Schedule of Prices
- v. Form of Bid (Annex - A)
- vi. Form of Bid Security Guarantee (Annex - B)
- vii. Form of Agreement (Annex - C)
- viii. Form of Performance Security Guarantee (Annex - D)

1.4. Documents to accompany the Bid

1.4.1. All Bidders shall furnish adequate information in respect of the items offered. All documents shall be furnished in English language.

	Required Documents	Compliance (Yes/No)
i.	The Bidder's Company Profile including the Bidders experience in last 5 years.	
ii.	Strength of Technical Staff and workshops to carry out island wide maintenance within twelve (12) hours from the notification of any failure. (Proof document should be provided)	
iii.	Past performance - Bidders should forward past supply and service provision records in Sri Lanka for the last five (05) years.(Proof document should be provided)	
iv.	Manufacturers certified authorization to quote for Sales and Maintenance of the particular equipment. Appoint the bidder as the accredited agent and certificate of appointment of the bidder as the accredited agent and to quote for sales and maintenance of the quoted items.	
v.	Business Registration Certificate of the Company.	
vi.	Brand Name and the Country of Manufacture of the equipment offered.	
vii.	Every Bidder should specify the conditions of warranty offered on time basis.	
viii.	A copy of the valid certificate of Registration (PCA 3) issued by the Registrar of Companies together with offer.	
ix.	Detailed Technical Specifications and literature by the Original Manufacturer pertaining to the items offered in printed forma	
x	Schedule of Prices duly completed and signed	
xi	Form of Bid (Annex A) duly completed and signed	
xii	Form of Bid Security Guarantee (Annex B)	
xiii	Duly completed forms (Technical Specifications to be filled by the Bidder)	

1.5. Sealing and marking of Bids

1.5.1. Bids shall be submitted in duplicates as per the conditions specified in this Bidding Document. The original and the duplicate of the Bid shall be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE'. Both envelopes shall

be enclosed in one securely sealed cover, which shall be marked "BID FOR THE SUPPLY, INSTALL & COMMISSION OF 10 NOS DC FAST CHARGER UNITS " (The Invitation to Bid title) on the top left hand corner and the statement, "DO NOT OPEN BEFORE 1400 hrs. on **20.09.2023**" (to be completed with the time and date specified in the Bidding Document and shall be addressed to:

Procurement Committee,
Ceylon Petroleum Corporation,
Procurement & Stores Function,
1st Floor, No. 609,
Dr. Danister De Silva Mawatha,
Colombo 09.
Sri Lanka.

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

1.6. Period of validity of Bids

1.6.1. All offers shall be valid for a minimum period of Ninety One (91) days from the closing date of the Bid (i.e. 20.12.2023). Bidders should however, clearly indicate the maximum period that their offers would be valid. A Bid valid for a shorter period will be rejected as non-responsive.

1.7. 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, Install & Commission of 10 Nos. DC Fast Charger Units, 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 person(s) signing the Bid.**

1.7.3. Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the person(s) 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 the Bidding Document clause 1.5. Similarly if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage. CPC will respond in writing to any request for clarification or modification of the Bidding Document that is received not later than Seven (07) days prior to the deadline of submission of Bids prescribed by the CPC. Copies of the CPC's response will be sent to all prospective Bidders who have collected Bidding Documents.

1.9. Deadline for submission of Bids

1.9.1. Chairman, Procurement Committee, CPC must receive Bids at the address specified in ITB Clause 1.5, not later than the time and date stipulated. Chairman, Procurement Committee, CPC may, at his discretion, extend this deadline for submission of Bids, by amending the Bidding Documents, in which case all rights and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

1.10. Late Bids

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

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

1.11.2. 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, Install & Commission of 10 Nos. DC Fast Charger Units". The envelopes shall be sealed in an outer envelope, duly marked "BID MODIFICATIONS".

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

later than the deadline for submission of Bids. The notice of withdrawal shall be addressed to the: -

Chairman,
Procurement Committee,
Ceylon Petroleum Corporation,
Procurement & Stores Function,
1st Floor, No. 609, Dr. Danister De Siliva Mwt.,
Colombo 09.
Sri Lanka.

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

1.12. Closing of Bids

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

Chairman,
Procurement Committee
Ceylon Petroleum Corporation
Procurement & Stores Function,
1st Floor,
609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka,

not later than 1400 hrs Sri Lanka local time on 20.09.2023. If the Bidders or their representatives choose not to send their Bids under Registered Cover, they could deposit such Bids in the Bid Box provided for this purpose at the office of the above address.

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

- 1.13.2. Or such other place as arranged if the Manager (Procurement & Stores) Office is not available.
- 1.13.3. The Chairman, Procurement Committee, CPC or his nominated representative will open the Bids, in the presence of the Bidders and / or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Bidders and / or their representatives shall sign a register as proof of their attendance.
- 1.13.4. The Bid prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security and other such details, which the CPC at its discretion, may consider to be appropriate, will be announced, at the opening. Late Bids will not be entertained and will be returned unopened to the Bidder.

1.14. Agent's Authority:

- 1.14.1. 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.
- 1.14.2. Nomination of an Agent after the Bid has been submitted will not be valid.

1.15. Bid Security Guarantee

- 1.15.1. Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period. Such security shall be in the form of a Bank Guarantee issued / confirmed by a Licensed Commercial Bank in Sri Lanka, and payable to the CPC on demand in a sum of Rupees Four Hundred Thousand Rs. 400,000.00) only.
- 1.15.2. The Bid Security Guarantee should be valid for One Hundred and Nineteen (119) days (i.e. until 17.01.2024) from the date of closing of Bid. A form of Bid Security Guarantee is attached in Annex "B".
- 1.15.3. Failure to submit the Bid Security Guarantee at the time, or before the closing of Bid, and in accordance with 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.

1.16. Schedule of Prices

- 1.16.1. Bidders are required to duly sign and return the “Schedule of Prices” indicating Country of Origin, Delivery Period, and Validity Period of the Offer etc.
- 1.16.2. Prospective Bidders are requested to submit their offers in Sri Lankan Rupees.
- 1.16.3. All Agent’s Commissions, if any, should also be disclosed in Sri Lanka Rupees in the appropriate column of the Schedule of Prices.
- 1.16.4. Offers not submitted on the prescribed form and in the manner required are liable for rejection.

1.17. Preliminary Examination of Bids

- 1.17.1. 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 from the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

1.18. Correction of Errors

- 1.18.1. 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:
 - 1.18.1.1. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - 1.18.1.2. 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.
 - 1.18.1.3. 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.
 - 1.18.1.4. 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.
 - 1.18.1.5. If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited

1.19. Evaluation of Bids:

1.19.1. CPC will carry out a detailed evaluation of the Bids, to determine whether the Technical aspects are properly addressed, and the Bids are substantially responsive. Followings will be considered for evaluation.

1.19.1.1. Technical Evaluation:

All details requested in item No. 1.4 of "Instruction to Bidders" and specification and other technical information requested in this document shall be considered.

1.19.1.2. Commercial Evaluation of Bids

The comparison is done for the total price for 10 Nos of DC Fast Charger Units. Local agency commission (if any) will also be added for evaluation

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

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

1.20.2. The CPC Procurement Committee reserves the right to reject any or all Bids or any part thereof, without assigning any reasons. The CPC Procurement Committee may accept any or all items of an offer, and reserves the right to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.

1.20.3. The notice of acceptance of Bid will be sent by facsimile, followed by post to the successful Bidder, to the address given by him in the Bidding Document, soon after the decision of CPC Procurement Committee.

1.21. Award Criteria

1.21.1. Subject to ITB Clause 1.19 and 1.20 the CPC Procurement Committee will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive, lowest evaluated Bid, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.21.2. The successful Bidder will be called upon to 10 Nos of DC Fast Charger Units or part there off conforming to Technical Specifications, and strictly by the agreed delivery date which should be within Ten (10) weeks as per clause 2.5 of COC

1.21.3. The Successful bidder will be called upon to enter in to an Agreement with CPC. A Specimen Form of Agreement is attached as annexure - C

1.22. Eligibility Criteria

1.22.1. Please provide documents for the following. Failing to provide below requested Documents will result in rejection of the offer.

S. No	Description	Yes/No
1	Manufacturer authorization to supply the offered product.	
2	Bidder shall have experience in selling, maintaining and provision of customer support for at least 10 nos DC Fast Charger units used for Electric Vehicles during the last 05 years in Sri Lanka.	
3	Bidder's undertaking to provide services related to maintenance, operation and provision of customer support for offered product.	
4	Proof for Technical Staff availability to carry out island wide maintenance work within twelve (12) hours from notification of any failure of equipment.	
5	Manufacturer's letter of undertaking to support the offered product during the warranty period.	

2. CONDITIONS OF CONTRACT (COC)

2.1 Performance Security:

- 2.1.1 The successful Bidder, on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Security, within fourteen (14) days of such notification through / confirmed by a Licensed Commercial Bank operating in Sri Lanka, for a sum equivalent to 10% of the total Bid value of the accepted Bid. The Performance Security shall be substantially in the format given in Annex D. The period of validity of this performance security shall be four months from the date of submission of the Guarantee.
- 2.1.2 If the successful Bidder fails to furnish the Performance Security aforesaid, his name will be placed in the list of defaulting Contractors. CPC shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such Bid, as the case may be, at the risk and expense of the successful Bidder.
- 2.1.3 The successful Bidder, in the event of his failure to furnish the Performance Security as required, shall be liable for any losses, costs expenses and damages, which the CPC may sustain in consequence of such failure, and the Bid security shall be forfeited.

2.2 Warranty Conditions

- 2.2.1 The successful Bidder should give a Comprehensive onsite Warranty for the equipment for a minimum period of one (01) Year from the date of delivery and include a five (05) year maintenance and operation plan.

2.3 Mode of Payment

- 2.3.1 Payment will be made within 30 days after acceptance of goods and services by CPC.

2.4 Delivery Period

- 2.4.1 Equipment shall be delivered, installed and commissioned within a period of ten (10) Weeks from the date of confirmation of the order.

2.5 Defaults by Successful Bidder

- 2.5.1 If the successful Bidder, defaults in the supply or otherwise commit a breach of any of the provisions in the Contract with CPC for the Supply, Install and Commission of 10 Nos. DC Fast Charger Units according to the Technical Specifications, he shall be liable to pay to CPC, all losses, damages and expenses incurred by CPC, in consequence of such default or breach. Bidders should declare that they had read the Bid conditions, and that they make the offer in

compliance with, and subject to all the conditions thereof, and agree to perform the services in accordance with the said conditions in the manner therein set out, and in terms of this offer. A Form of Bid, as Annex- 'A' is attached.

2.6 Liquidated Damages

2.6.1 Liquidated Damages amounts to Rs. 2,000.00 will be levied per each day delayed on delivery of goods and services.

2.7 Force Majeure:

2.7.1 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.

2.8 Arbitration.

2.8.1 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.

2.8.2 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.

2.9 Governing Law

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

3. TECHNICAL SPECIFICATIONS

Charger Type	DC Fast Charger
Output Power	40 kW
Supply Voltage	380 - 440 V AC
Supply Frequency	50 ± 1 Hz
Supply Current	Three Phase 60 A
Power Factor	Min 0.98
Efficiency	Min 92%
User Interface	Color Display. Charging time, Cost, Energy, Power, Current, Fault, Last transaction details shall be displayed.
Protection/ safety features	Emergency stop button. Disconnected in Plug-off, Ground fault or Error, Emergency stop. External Residual Current Protection.
Communication Standard	Wifi
Environmental Conditions	Temperature: -5°C to 50°C Humidity: 90% RH
Ingress Protection Level	IP 54
Mounting	Floor mount
Dimensions	Max Height: 2000 mm Max Width: 750 mm Max Depth: 750 mm
Weight	Max 175 kg
Charging Port	CHAdeMO: 01 No
Warrantee	1 year comprehensive warrantee, extendable to 5 years.
Bidders Experience	Bidder shall have experience in selling, maintaining and provision of customer support for at least 10 nos DC Fast Charger units used for Electric Vehicles during the last 05 years in Sri Lanka. Bidder shall have sufficient Technical Staff to carry out island wide maintenance work within twelve (12) hours from notification of any failure of equipment. Bidder shall have well established workshop with technical staff. (Details should be attached)
Service and maintenance of equipment	Bidder shall provide an undertaking to provide services related to maintenance and operation of offered product. Manufacturer authorization is to be provided to supply the offered product. Manufacturer's letter of undertaking shall be provided to support the offered product during the warranty period.

4. PARTICULAR CONDITIONS

4.1 Authorization & Certifications

4.1.1 Bidder shall provide Manufacturer authorization letter. (If above letter is not attached, CPC treat offer as non-responsive.)

4.2 Selling Experience

4.2.1 Bidder shall have experience in selling, maintaining and provision of customer support for at least 10 nos DC Fast Charger units used for Electric Vehicles during the last 05 years in Sri Lanka.

(If Bidder does not provide proof of above experience, CPC treat offer as non-responsive)

4.3 Service, Maintenance, Operation and Customer Support

4.3.1 Bidder shall have sufficient Technical Staff to carry out island wide maintenance work within twelve (12) hours from notification of any failure of equipment.

4.3.2 Bidder shall provide island wide preventive maintenance services per year during the warranty period.

4.3.3 Successful Bidder shall enter into an agreement with CPC in relation to Service, Maintenance, Operation and provision of Customer Support where 15% of profit earned by provision of services to EV customers will be given to the successful bidder for delivery of such services including provision of internet facilities for operation and no any other payment will be made by CPC to the successful bidder in this regard.

4.4 Workshop Facilities

4.4.1 Bidder should have well established workshop with technical staff. (Staff Details should be attached) & Bidder should provide their service center details.

- Service center Name & Address
- Service center contact No

5. SCHEDULE OF PRICES

BIDS FOR THE SUPPLY, INSTALL & COMMISSION OF 10 NOS DC FAST CHARGER UNITS

No.	Qty.	Unit	Item	Unit Price (Rs.)	Total Price (Rs.)
01	10	Nos.	Supply, install & commission of 10 nos DC Fast charger units		
Sub Total					
Add (....%) SSCL					
Add (....%) VAT					
Grand Total					

Grand Total in Words :

.....

VAT Registration No :.....

Name of Bidder

Address :.....

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

Signature of Bidder :.....

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 Supply, install & commission of 10 Nos. DC Fast charger units we offer to complete the whole of said supply conformity with the said document.

A-2 Unless and until a formal agreement is prepared and executed this Bid together with your written Letter of 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 **Ninety One (91) 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, Conditions of Contract, Technical specifications and Performance security.

A-7 We affirm that the said items will be delivered **10 weeks** after we receive notice of acceptance of our Bid from the CPC.

A-8 We offer the lump sum fixed price of (foreign cost in figures)inwords).....
..... and Sri Lanka Rupees (local cost in figures) (in words)..... for Supply, install & commission of 10 Nos. DC Fast charger units 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 of2023.

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 :

.....
.....

ANNEX-B: Format for Bid Security

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

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

Beneficiary:..... [Insert (by PE) name and address of CPC/ Purchaser]

Date : [Insert (by issuing agency) date]

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

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

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

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

has withdrawn its Bid during the period of bid validity specified; or

does not accept the correction of errors in accordance with the Instructions to Bids (hereinafter "the ITB") of the IFB; or

having been notified of the acceptance of its Bid by the CPC/ Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

ANNEX – C :Form of Agreement

This agreement made this _____ day of _____ 2023, by and between CPC established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at 609, Dr. Danister De Silva Mwt., Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the "CPC" which terms of expression as herein used shall where this context so requires and admits mean & include the CPC & its Successors & assigns) of the one part and _____ of _____ a Company duly incorporated & having its registered Office at _____ (hereinafter called the "Supplier" which terms of expression as herein used shall where this context so requires and admits mean & include the _____ & its successors & assigns) of the other part

Whereas the CPC is desirous that the Works known as the should be supplied by the supplier, and has accepted a Bid by the supplier for the supply of such equipment, and the remedying of any defects therein.

The CPC and the supplier agree, as follows: -

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

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

The CPC hereby covenants to pay the Supplier in consideration of the Supply and the remedying of defects therein, the Contract Price or such other sum as may become

payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Authorized Signature of the CPC		Authorized Signature of the Supplier	
In the presence of		In the presence of	
Name		Name	
Signature		Signature	
Address		Address	

ANNEX-D :FORMAT FOR PERFORMANCE GUARANTEE

..... [Issuing Agency's Name and Address of issuing Branch or Office].....

Beneficiary: [Name and Address of CPC]
Date :

PERFORMANCE GUARANTEE NO :

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

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

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

This guarantee shall expire, no later than theday of, 2023 [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)]