



CEYLON PETROLEUM CORPORATION

**SUPPLY OF SPARE PARTS FOR CRUDE OIL
SPBM**

(ANCHOR CHAINS & SHACKLES)

B/36/2022

BIDDING DOCUMENT

INVITATION FOR BIDS

CEYLON PETROLEUM CORPORATION SUPPLY OF SPARE PARTS FOR CRUDE OIL SPBM (ANCHOR CHAINS & SHACKLES) B/36/2022

The Chairman, Departmental Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC) invites sealed bids from manufacturers or their authorized Local Agents for the supply of Anchor Chains & Shackles for the maintenance of Crude Oil SPBM.

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 30.06.2022 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09, on a written request, after payment of non-refundable fee of Rs.5,000.00 (Rs.4,464.29 + 12% VAT per set) or download from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>. The bidders who download the documents should pay document fees to the Account No. 004100110208633 of Ceylon Petroleum Corporation of People's Bank (Head Office) and the receipt should be submitted along with the Bid.

All Bids should be accompanied by a Bid Security amounts to Rs.150,000.00.

The Bid will be **closed at 1400 hrs. on 01.07.2022** 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.

Chairman,
Departmental Procurement Committee,
c/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.
Tele : 0094-11-5455336
Fax : 0094-11-5455424

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1 INSTRUCTION TO BIDDERS (ITB)

1.1 Introduction

- 1.1.1. The Chairman, Procurement Committee, Ceylon Petroleum Corporation will receive sealed Bids from Reputed Manufacturers or their authorized Export Agents abroad or their authorized Local Agents (Manufacturer's or Export Agent's) for the supply of Anchor Chains & Shackles required for the maintenance of Crude Oil SPBM.

1.2 Basis of Bid

- 1.2.1 Bids are to be forwarded on the basis of C & F (delivered to Colombo) for the supply of Anchor Chains & Shackles to CPC in completely with all manufacturer's quality certificates, past supply records.
- 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 Anchor Chains & Shackles as per the Technical Specifications stipulated in the Bidding document.

1.3 Issuing of Bidding Documents

- 1.3.1 Bidding documents can be obtained on working days between 0900 hrs. to 1500 hrs. up to 30.06.2022 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09, on a written request, after of non-refundable fee of Rs.5,000.00 (Rs.4,464.29 + 12% VAT per set) or download from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>. The bidders who downloaded the documents should pay document fees to the Account No. 004100110208633 of Ceylon Petroleum Corporation of People's Bank (Head Office) and the receipt should be submitted along with the Bid.
- 1.3.2 Bidding Document will consist of the followings:
1. Invitation to Bidders
 2. Instructions to Bidders (ITB)
 3. Conditions of Contract (COC)
 4. Technical Specifications
 5. Schedule of Prices
 6. Form of Bid
 7. Format for Bid Security Guarantee
 8. Form of Agreement
 9. 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.
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.

Description	Bidder's Response
Country of Origin	
Name & Country of Manufacturer	
Certificate from Manufacturer for the Country of Origin	
Company profile of the Authorized Local Agent (if applicable)	
Detail specification of the items offered including drawings, installation manual & mill certificates, etc.	
Certificate for the manufacturer's guarantee for the items offered	
Conditions of warranty offered on time basis	
Availability of Mill Test Certificate according to EN10204 type 3.2	
Third Party Inspector	
Past Performance History of the offered brand for 5 years together with details of clients (USA,EU,JP)	
Delivery Schedule	
Form of Bid (Annexure- A) duly completed and signed.	
Bid Security Guarantee (as per Annexure B).	

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 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 ANCHOR CHAINS & SHACKLES" (the Invitation to Bid title) on the top left hand corner and the statement, "DO NOT OPEN BEFORE 1400 hrs. on 01.07.2022 (to be completed with the time and date specified in the Bidding document) and shall be addressed to:

Chairman,
 Departmental Procurement Committee,
 c/o Procurement & Stores Function,
 Ceylon Petroleum Corporation,
 1st Floor,
 No. 609, Dr. Danister De Silva Mawatha,
 Colombo 09.
 Tel: 5455336, Fax No. 5455424

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.

1.6 Period of validity of Bids

- 1.6.1 All offers shall be valid for a minimum period of **Sixty (60)** days from the closing date of the Bid. Bidders should however, clearly indicate the maximum period that their offers would be valid. A Bid valid for a shorter period will be rejected as non-responsive.
- 1.6.2 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 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 initialled by the person(s) signing the Bid.
- 1.7.2 Any inter lineation, erasures or over-writing shall be valid only if they are initialled by the person(s) signing the Bid. All corrections shall be very clear and no overwriting shall be accepted.

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 1.6. Similarly if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage. CPC will respond in writing to any request for clarification or modification of the Bidding document that is received not later than Seven (07) days prior to the deadline of submission of Bids prescribed by the CPC. Copies of the CPC's response will be sent to all prospective Bidders 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, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.5 not later than the time and date stipulated in clause 1.12.
- 1.9.2 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 Bid, will be rejected and returned unopened to the Bidder.

1.11 Modification, Substitution & Withdrawal of Bid

- 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 despatched as follows:

1.11.3A Bidder wishing to withdraw his Bid, shall notify the CPC in writing prior to the deadline prescribed for the submission of Bid. 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 Bid. The notice of withdrawal shall be addressed to the address given in ITB clause 1.5, bearing the Bid name and the words "BID WITHDRAWAL NOTICE". Bid withdrawal notices received after the deadline for submission of Bid will be ignored, and the submitted Bid will be deemed to be valid.

1.12 Closing of Bids

1.12.1 Bid, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach to the address given in ITB clause 1.5, not later than 1400 hrs. Sri Lanka local time on 01.07.2022. If the Bidders or their representatives choose not to send their Bid 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, Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mwt. Colombo 09.

1.13 Opening of Bids by CPC

1.13.1 Bid will be opened immediately after the closing date and time fixed for receipt of Bid, at the address given above or such other place as arranged if the Manager (Procurement & Stores)'s office is not available.

1.14 Bid Security Guarantee

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 Draft or a Bank Guarantee issued by a commercial Bank in Sri Lanka or a foreign bank with the guarantee confirmed by a commercial bank in Sri Lanka and approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum of Rupees one hundred twenty four thousand only (Rs. 124,000.00).

1.14.2 The Bid Security Guarantee should be valid for **Eighty Eight (88) days** from the date of closing of Bid. (i.e. 27.09.2022) A format of Bid Security Guarantee 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 Guarantee from unsuccessful Bidders will be returned to them after the award is made to the successful Bidder. The Bid Security Guarantee 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 attached indicating Offer Validity, Delivery Period & Country of Origin. Rates quoted should be computed on the basis of Delivered in Colombo.

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 & JPY) which are freely convertible in Sri Lanka.

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.

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

1.16 Conversion to Single Currency

1.16.1 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 Treasury Division of People's Bank of Sri Lanka, prevailing on the date of opening of Bids.

1.17 Preliminary Examination of Bid

1.17.1 The CPC will examine the Bid 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.

1.17.2 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.

1.18 Corrections 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:

- i. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- ii. 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.
- iii. 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.
- iv. 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.

- v. If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security shall be forfeited.

1.19 Evaluation of Bids:

1.19.1 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.

1.19.2 The evaluation methodology will comprise:

Technical requirements:

Specifications and supporting technical catalogues in compliance with Technical Specifications of this Bidding document including the information / details requested Under Clause 1.4 of ITB.

Financial Evaluation of Bid

The comparison of the Delivered to Colombo price for the "Supply of Anchor Chains & Shackles" together with the local agency commission (if any) will be evaluated.

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

- ✓ Quality & durability of the offered product
- ✓ Past supply records of the offered makes of Anchor Chains & Shackles
- ✓ Delivery Schedule
- ✓ Availability of After Sales Services.

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

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

1.20.2 The Procurement Committee reserves the right to reject any or all Bid or any part thereof, without adducing any reasons. The 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 the Procurement Committee.

1.21 Award Criteria

1.21.1 Subject to ITB Clause 1.19 the Procurement Committee will award this contract for supply of Anchor Chains & Shackles 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/s will be called upon to Supply to CPC, Anchor Chains & Shackles conforming to period of delivery as per clause 2.3 of COC. The successful Bidder will be called upon to enter into an Agreement with CPC. A specimen Form of Agreement is attached as Annexure- C.

1.22 Period of Guarantee

- 1.22.1 The offered item should have a guarantee for the period of ten (10) years minimum for material and manufacturing defects from the date of delivery of Anchor Chains & Shackles to CPC.
- 1.22.2 In the case of a failure of a stud link chain (180 feet Long) during the period of Warranty, the Supplier/Manufacturer should replace the defective stud link chain, with a complete set of the stud link chain (180 feet Length) without an additional cost to CPC.

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 Security, within fourteen (14) days of such notification issued by a commercial Bank in Sri Lanka or a foreign bank with the guarantee confirmed by a commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka and payable to the CPC on demand in 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.
- 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. 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 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 Guarantee shall be forfeited.
- 2.1.4 The Performance Guarantee shall be in favour of the CPC, and shall be valid for a period not less than Ninety (90) days from the date of anticipated final delivery.

2.2 Method of Payment

- 2.2.1 Payments shall be made by an irrevocable Letter of Credit, 90% of the FOB value on receipt of goods to CPC and the balance 10% after the acceptance of goods by CPC.

2.3 Shipment & Delivery

- 2.3.1 Third Party Inspection Certificates as per clause No. 2.13.1 & 2.13.2 of Particular Conditions, shall be sent before the shipment to CPC by courier & CPC in return will send a letter of acceptance back to the supplier within 10 days. Shipment should be made only after receipt of CPC Letter of Acceptance.
- 2.3.2 Anchor Chains & Shackles shall be delivered to CPC Head Office at No. 609, Dr. Danister De Silva Mawatha, Colombo 09 within six (06) months from the date of opening the L/C.

2.4 Delays in Delivery

- 2.4.1 Where the Supplier does not deliver the Anchor Chains & Shackles 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

- 2.5.1 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 Anchor Chains & Shackles 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.

2.5.2 Bidders shall 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, Annexure - 'A' is attached.

2.6 Assurance on Delivery

2.6.1 The successful Bidder will be called upon to supply of Anchor Chains & Shackles to the Ceylon Petroleum Corporation confirming to specifications and strictly abide by the agreed delivery dates, which shall be less than six (06) months from the date of establishment of the Letter of Credit. (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

2.7.1 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 F.O.B. value per day or part thereof up to a 10% of the total F.O.B. Value will be recovered from the payment to the bidder & this requirement will also be included in the Letter of Credit as a condition. 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 his bid.

2.8 Packing

2.8.1 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

2.9.1 Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion, Revolution, Insurrection, Earthquake or Plagues or Tsunami, 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

2.10.1 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

2.11.1 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.

2.11.2 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

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

2.13 Particular Conditions

2.13.1 Requirement for the materials, design, manufacture and testing shall be as per UR W22 Rev6 issued by the IACS.

2.13.2 Recognized third party inspection certificates for Material, Mill test certificate (in accordance with MTC EN 10204 3.2), Dimension of links, quality, quantity, packaging & Marking requirements and load testing shall be sent before shipment.

2.13.3 3rd party pre-shipment inspectors should be one of the following institutions.

- a. Lloyds
- b. S.G.S
- c. B.V
- d. ABS
- e. DNV

2.13.4 Country of origin/ manufacturer shall be of USA, Europe South Africa and Japan and shall be mentioned clearly.

2.13.5 Warranty shall be 10 years for material and manufacturing defects. (to be specified by a covering letter).

2.13.6 Corrosion/Wear & Tear shall be within threshold limited (10% metal loss of stud link diameter) during warranty period.

2.13.7 The Past Performance (supply) records of the brand offered for the last 5 years to the Western countries (USA, Europe & Japan) together with details of clients should be submitted.

2.13.8 Following information to be clearly indicated on each item by steel dye stamping or by water resistant paint.

- a. Heat number & load
- b. CPC order & Tender Number
- c. Manufacturer's name & country of Manufacturing.

3 TECHNICAL SPECIFICATIONS

Item No.	Description	CPC Requirement	Bidder's Specification
1	Stud Link Chains with all common links, 180 FT long	Material :Grade U3	
		Wire Diarmeter : 82.55 mm - 84 mm	
		Finish : Black Tarred	
		Applicable Standard: IACS UR W22	
2	Kenter type Joining shackle for the Stud link chain with certification	Material : Grade U3	
		Stud link chain diameter: 82.55 mm - 84 mm	
		Finish : Black Tarred	
		Applicable Standard: IACS UR W22	
3	Super Swivel for Stud link chain to accept common links each end	Material :Grade U3	
		Stud link chain diameter: 82.55 mm - 84 mm	
		Finish : Black Tarred	
		Applicable Standard: IACS UR W22	

SCHEDULE- A: SCHEDULE OF PRICES

No.	Qty.	Unit	Description	Unit Price	Total Price
1	02	Nos.	Stud Link Chains with all common links, 180 FT long Wire diameter : 82.55 mm – 84 mm		
2	02	Nos.	Kenter type Joining shackle for the Stud link chain with certification Wire diameter : 82.55 mm – 84 mm		
3	01	No.	Super Swivel for Stud link chain to accept common links each end Wire diameter : 82.55 mm – 84 mm		

Total (FOB Value) :

Total Ocean Freight :

Total C&F Value :

Less Discount (if any) :

Cost of 3rd Party Inspection :

Cost for the inspection by CPC Engineers:

Local Agency Commission (if any) :

Grand Total :

Grand Total in words :

Period of Validity of the offer :

Name of the Manufacturer :

Country of the 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
Procurement Committee,
Ceylon Petroleum Corporation
1st Floor,
No. 609, Dr. Danister De Silva Mwt.,
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 the Supply of Anchor Chains & Shackles, 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 Bid document.
- A-5 We agree to abide by this Bid for the period of Sixty (60) 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 Guarantee.

A-7 We affirm that the said items will be delivered within six (06) months after we receive notice of acceptance of our Bid. (Order Confirmation)

A-8 We offer the lump sum fixed price of (foreign cost in figures)(inwords).....
for supply of Anchor Chains & Shackles to CPC 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 of2022 in the capacity of
..... duly authorized to sign Bid for
and on behalf of and on behalf of :

Signature

Name

Address
.....
.....

Witnesses:

1. Signature: 2. Signature:

Name: Name:
.....

Address : Address:
.....

.....

ANNEXURE-B: FORMAT FOR BID SECURITY GUARANTEE

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]
.....[insert issuing agency's name and address of issuing branch or office].....

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

Date : [insert (by issuing agency) date]

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/ Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, 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 Security 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 _____ 2022, 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 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 “Anchor Chains & Shackles” shall be supplied by the Contractor, and has accepted a Bid by the Contractor for the supply of such equipment, 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 a part of this Agreement.

- **Letter of Acceptance dated _____.**
- **The Technical Specifications**
- **The Bid dated _____.**
- **The Conditions of Contract**
- **Particular Conditions**
- **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 Contract 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 Agent	
<u>In the presence of</u>		<u>In the presence of</u>	
Name		Name	
Signature		Signature	
Address		Address	

ANNEXURE- D: FORMAT OF PERFORMANCE GUARANTEE

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

Beneficiary :[Name and Address of Employer]

Date :

PERFORMANCE GUARANTEE NO :

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

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

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

This guarantee shall expire, no later than theday of....., 20.... [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)]