



CEYLON PETROLEUM CORPORATION

***SUPPLY, DELIVERY & REFILL OF 19 LITERS DRINKING
WATER BOTTLES WITH DISPENSER UNITS FOR AVIATION
KATUNAYAKE & RATHMALANA FOR THE YEAR 2023***

B/ 61 /2022

BIDDING DOCUMENT

2022

TENDER NOTICE
CEYLON PETROLEUM CORPORATION
SUPPLY, DELIVERY & REFILL OF 19 LITERS DRINKING WATER BOTTLES
WITH DISPENSER UNITS FOR AVIATION KATUNAYAKE & RATHMALANA FOR
THE YEAR 2023
B/61/2022

The Chairman, Departmental Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC) invites sealed bids from eligible bidders for the Supply, Delivery & Refill of 19 Liters Drinking Water Bottles with Dispenser Units for Aviation Katunayake & Rathmalana for the Year 2023.

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 13.12.2022 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.1,000.00 (Rs.848.36 + 2.5% SSCL + 15% VAT per set) or downloaded from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>.

The Bid will be **closed at 1400 hrs. on 14.12.2022** and opened immediately thereafter at the office of Manager (Procurement & Stores).

Clarification (if any) shall be sought from Mechanical Engineer over the Telephone No 0115855415 or email address hasintha@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.
Tele : 0094-11-5455335
Fax : 0094-11-545542

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01. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction

Chairman, Procurement Committee, Ceylon Petroleum Corporation (CPC), is calling Bids from bidders who have past experiences in similar work for the contract “Supply, Delivery & Refill of 19 Liters Drinking Water Bottles with Dispenser Units for the Aviation Katunayake & Rathmalana for the Year 2023”.

This contract is for twelve (12) months period.

1.2 Basis of Bid

Bids are to be forwarded with their rates which are valid for a period of twelve (12) months.

1.2.1 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.

1.2.2. Bids are to be forwarded for this contract complying to Conditions stipulated in the Bidding document.

1.3 Documents to accompany the Bid

All Bids should contain adequate information in respect of the contract specified here. 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.

(a) Company profile

(b) Schedule of Prices (Schedule – A) duly completed and signed.

(c) Form of Bid (Annexure –A) duly completed and signed.

(d) Bid Security (as per Annexure B).

(e) Past Performance – Bidders should forward past Performance of the company on similar work with Name and address of clients and the volume of work performed for past 03 years (2019, 2020,2021)

(f) Method of the service.

(g) Work in Hand (A list of similar nature ongoing Contracts should be submitted with Contact Nos. of clients.

1.4 Sealing and marking of Bids

*Bids shall be submitted in duplicates as per the conditions specified in this Bid document/ The original and the duplicate of the Bid should be placed in separate envelopes marked ‘ORIGINAL’ and ‘DUPLICATE’. Both envelopes should be enclosed in one securely sealed cover, which should be marked **BID FOR THE CONTRACT “SUPPLY, DELIVERY & REFILL OF 19 LITERS DRINKING WATER BOTTLES WITH DISPENSER UNITS FOR THE AVIATION, KATUNAYAKE & RATHMALANA FOR THE YEAR 2023”** on the top left hand corner and the statement, “DO NOT OPEN BEFORE 1400 hrs. on 14.12.2022. (to be completed with the time and date specified in the Bid document) and shall be addressed to ;*

Chairman,
Procurement Committee,
C/o Manager (Procurement & Stores),
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor, No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.
Sri Lanka.

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

1.5 Period of Validity of Bids

1.5.1 *All offers shall be valid for a **minimum period of Forty Nine (49) days** (i.e. up to 01.02.2022) from the closing date of the Bid. Bidders should however, clearly indicate the maximum period that their offer would be valid. **A Bid valid for a shorter period will be rejected as non-responsive.***

1.6 Format and Signing of Bids

*The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, **"BID FOR THE CONTRACT "SUPPLY, DELIVERY & REFILL OF 19 LITERS DRINKING WATER BOTTLES WITH DISPENSER UNITS – FOR THE AVIATION, KATUNAYAKE & RATHMALANA FOR THE YEAR 2023" – Original and Duplicate** as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.*

*The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the Bidder to the Contract. **All pages of the Bid except for un-amended printed literature shall be initialed by the persons(s) signing the Bid.***

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

1.7 Clarification of Bid Document

*A prospective Bidder requiring any clarification of the Bid document should notify CPC in writing by hand or post or facsimile at the CPC's mailing address indicated in ITB 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 Bid document that is received not later than Seven (07) days prior to the deadline of submission of Bids prescribed by the CPC. Copies of*

the CPC's response will be sent to prospective Bidders within Three (03) days prior to the closing of the Bid who have collected Bid documents.

1.8 Deadline for Submission of Bids

Chairman, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.4 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 Bid documents, in which case all right and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

1.9 Late Bids

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.

1.10 Modification, Substitution & Withdrawal of Bids

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;

*The Bidders shall provide an Original and a Duplicate as specified in the ITB clause 1.6 of any modifications to his Bid, clearly identified as such in two envelopes, duly marked **"BID FOR THE CONTRACT "SUPPLY, DELIVERY & REFILL OF 19 LITERS DRINKING WATER BOTTLES WITH DISPENSER UNITS FOR THE AVIATION, KATUNAYAKE & RATHMALANA FOR THE YEAR 2023"**. The envelopes shall be sealed in an outer envelope, duly marked **"BID MODIFICATIONS"**.*

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

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

*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.*

1.11 Closing of Bids

*Bids, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach
Chairman,
Procurement Committee,
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor, No. 609, Dr. Danister De Silva Mawatha
Colombo 09,
Sri Lanka.*

*not later than 1400 hrs. Sri Lanka local time on **14.12.0222**. If the Bidders or their representatives choose not to send their Bids under Registered Cover, they could deposit such Bids in the Tender Box provided for this purpose at the office of the above.*

1.12 Opening of Bids by CPC

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

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.

The Bid Prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security Guarantee and other such details, which the CPC at its discretion, may consider to be appropriate, will be announced, at the opening. Late Bids will not be entertained and will be returned unopened to the Bidder.

Bids (and modifications sent pursuant to ITB Sub Clause 1.10) that are not opened will not be considered for evaluation, regardless of the circumstances.

1.13 Bid Security

*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 **Rs. 10,000.00**)*

*The Bid Security Guarantee should be valid for Seventy Seven (77) days (**i.e. until 01.03.2022**) 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 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**.*

1.14 Schedule of Prices

Bidders are also required to duly sign and return the Schedule of Prices – marked Schedule indicating their offers in detail together with the Pro-forma Invoice.

Bidders are required to indicate the amount of VAT separately with VAT Registration Number.

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

1.15 Preliminary Examination of Bids

The CPC will examine the Bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the Bids are generally in order. The CPC may, at its discretion call clarifications from Bidders.

The request for clarification and the response shall be in writing within two weeks from the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

1.16 Corrections of Errors

Bids determined to be substantially responsive will be checked by the CPC for any arithmetic error. Errors will be corrected by the CPC in the following manner;

- 1.16.1 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and*
- 1.16.2 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.*
- 1.16.3 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.*
- 1.16.4 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.*
- 1.16.5 If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited.*

1.17 Evaluation of Bids :

The CPC will carry out the detailed evaluation of offers on regional basis, to determine whether the Technical aspects are properly addressed and the Bids are substantially responsive.

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

1.18.1 The Procurement Committee reserves the rights to reject any or all Bids 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.

1.18.2 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.

1.19 Award Criteria

Subject to ITB Clause 1.17 the Procurement Committee will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive, lowest evaluated Bid on regional basis provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

The successful Bidder will be called upon to enter into an Agreement with CPC. A specimen Form of Agreement is attached as Annexure C.

1.20 Penalty Charges

A penalty charge of 5% will be deducted from monthly payment for any shortcomings noted during the months to CPC Aviation, Katunayake & Rathmalana.

(02) CONDITIONS OF CONTRACT (COC)

2.1 Performance Guarantee

The successful Bidder, on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within fourteen (14) days of such notification through/confirmed by a licensed Commercial Bank in Sri Lanka, in a sum equivalent to five (05) percent of the value of the estimated cost. The Performance Guarantee shall be substantially in the format given in Annexure – D.

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 tender, as the case may be, at the risk and expense of the successful Bidder.

The Performance Guarantee shall be in favour of the CPC, and shall be valid for a period not less than thirteen (13) months from the date of anticipated date of commence of the contract.

2.2 Acceptable Standards

2.2.1 Bottled water should be satisfied with relevant SLS standards (SLS 894 of 2003) & valid certification from Ministry of Health to be forwarded with the quotation.

2.2.2 Transparency of bottles should be in good condition and the surface of the bottle should be cleaned and not with dusts, muds and damages.

2.3 Deliveries

2.3.1 The Service contract will commence from 01.01.2023 after signing the service agreement by successful bidder and continues through ten (12) months period and no changes will be accepted therein on their given rates on same terms and conditions.

2.3.2 Delivery of bottles and dispensers to the above premises should be done by the supplier free of charge.

2.3.3 Bottles supplied should have to be refilled continuously without any disruption to the usage.

2.3.4 Dispensers with hot, cool & normal (3 taps) unites should be provided free of charge on “return at the tender expiry” basis to the Aviation Katunayake (15 Nos.) & Aviation Rathmalana (02 Nos.)

2.4 Average Monthly Consumption

Average monthly consumption will be 300 Nos. of 19 Ltrs bottles for Aviation Katunayake & 30 Nos. of 19 Ltrs. Bottles for Aviation Rathmalana. This may change and CPC is not bound to use any minimum number per day.

2.5 Termination of the Contract

CPC may have sole discretion to terminate the contract if the supplier's service is not satisfactory after completion of one month period of written warning notice or immediately with effect if the government health authorities issued a ban on supplier's drinking water bottles.

2.6 Mode of Payment

Payment shall be made on actual work done based on rates stated in the Purchase Order.

2.7 Defaults by Successful Bidder

*If the successful Bidder, defaults in performing this contract as specified in this contract document or otherwise commits a breach of any of the provisions in the Contract with CPC for the contract "**Supply, Delivery & Refilled 19 L Drinking Water Bottles**" to the CPC has the right to forfeit the performance guarantee of the supplier.*

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 Annexure – 'A' is attached.

2.8 Force Majeure

Except as regards as 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.

2.9 Arbitration

If during continuance of this Contract or at any time after the termination thereof, any disputes or differences of opinion touching the interpretation of this contract were to arise between the parties hereto or their respective representatives, such differences or disputes shall be referred for Arbitration.

Arbitration shall be conducted under the rules of the Arbitration Centre of the Institute of the Development of Commercial Law & Practice (ICLP) in Sri Lanka & in accordance with the Arbitration Act No. 11 of 1995 of Sri Lanka. The Place of Arbitration shall be Colombo, Sri Lanka.

BILL OF QUANTITIES
CEYLON PETROLIUM CORPORATION

JOB SUPPLY , DELIVERY AND REFILL OF 19 LTRS DRINKING BOTTLE WATER WITH DISPENCER UNITS FOR THE AVIATION FUNCTION, KATUNAYAKE (FOR THE PERIOD OF 12 MONTHS) FROM 2023-01-01 TO 2023-12-31

PR: 400036143; AV/22/33

Item	Description	Qty	Unit	Rate	Amount
	<p>Quotations are called from reputed Bottled Drinking water supplier's for uninterrupted water supply to Aviation Function, Ceylon Petroleum Corporation at Katunayake on following requirements and conditions.</p> <p>The period of supply will be twelve months. However CPC has the rights to terminate the contract in the event that any incomppliance is found.</p> <p><u>Requirements/Conditions</u></p> <p>i Bottled water should be satisfied with relevant SLS standards (SLS 894 of 2003) & valid certification from Ministry of Health to be forwarded with the quotation.</p> <p>ii Delivery of bottles and dispensers to the CPC Aviation function, Katunayake should be done by the supplier free of charge</p> <p>iii Bottles supplied should have to be refilled continuously without any disruption to the usage.</p> <p>iv Minimum of 15 dispensers with hot, cool & normal (3 taps) units should be provided free of charge on "return at the tender expiry" basis to the CPC Aviation,Katunayake.</p> <p>v Average monthly consumption may change and CPC is not bound to use any minimum number per day</p> <p>vi CPC may have sole discretion to terminate the contract if the supplier's service is not satisfactory after completion of one month period of written warning notice or immediately with effect if the government health authorities issued a ban on supplier's drinking water bottles.</p>				

BILL OF QUANTITIES
CEYLON PETROLIUM CORPORATION

**JOB SUPPLY , DELIVERY AND REFILL OF 19 LTRS DRINKING BOTTLE WATER WITH DISPENCER UNITS
 FOR THE AVIATION FUNCTION, KATUNAYAKE (FOR THE PERIOD OF 12 MONTHS) FROM 2023-01-01
 TO 2023-12-31**

PR: 400036143; AV/22/33

Item	Description	Qty	Unit	Rate	Amount
vii	Water dispensers should be serviced once in every month and records to be certified by the HSE officer/ HSE Supervisor/ Engineering officer at CPC Aviation function				
viii	A penalty charge of 5% will be deducted from monthly payment for any shortcomings noted during the month same will be informed to the contractor.				
1	Supply, delivery and refill of 19 Ltrs water bottles as per above requirements & conditions for a period of twelve months to CPC Aviation, Katunayake.	3600	Nos		
Sub Total					
Add SSCL (...%)					
Sub Total					
Add : (...%) VAT					
Total					
Refundable deposit if any (Please specify the amount)					

Total amount in words :

Name of tenderer :

VAT Registration No :

.....
Signature of Tenderer

.....
Date

BILL OF QUANTITIES
CEYLON PETROLIUM CORPORATION

JOB SUPPLY , DELIVERY AND REFILL OF 19 LTRS DRINKING BOTTLE WATER WITH DISPENCER UNITS FOR THE AVIATION FUNCTION, RATHMALANA (FOR THE PERIOD OF 12 MONTHS) FROM 2023-01-01 TO 2023-12-31

PR: 400036144; Ref: AV/22/34

Item	Description	Qty	Unit	Rate	Amount
	<p>Quotations are called from reputed Bottled Drinking water supplier's for uninterrupted water supply to Aviation Function, Ceylon Petroleum Corporation at Rathmalana on following requirements and conditions.</p> <p>The period of supply will be twelve months. However CPC has the rights to terminate the contract in the event that any incomppliance is found.</p> <p><u>Requirements/Conditions</u></p> <p>i Bottled water should be satisfied with relevant SLS standards (SLS 894 of 2003) & valid certification from Ministry of Health to be forwarded with the quotation.</p> <p>ii Delivery of bottles and dispensers to the CPC Aviation function, Rathmalana should be done by the supplier free of charge</p> <p>iii Bottles supplied should have to be refilled continuously without any disruption to the usage.</p> <p>iv Minimum of 2 dispensers with hot, cool & normal (3 taps) units should be provided free of charge on "return at the tender expiry" basis to the CPC Aviation,Katunayake.</p> <p>v Average monthly consumption may change and CPC is not bound to use any minimum number per day</p> <p>vi CPC may have sole discretion to terminate the contract if the supplier's service is not satisfactory after completion of one month period of written warning notice or immediately with effect if the government health authorities issued a ban on supplier's drinking water bottles.</p>				

BILL OF QUANTITIES
CEYLON PETROLIUM CORPORATION

**JOB SUPPLY , DELIVERY AND REFILL OF 19 LTRS DRINKING BOTTLE WATER WITH DISPENCER UNITS
 FOR THE AVIATION FUNCTION, RATHMALANA (FOR THE PERIOD OF 12 MONTHS) FROM 2023-01-01
 TO 2023-12-31**

PR: 400036144; Ref: AV/22/34

Item	Description	Qty	Unit	Rate	Amount
vii	Water dispensers should be serviced once in every month and records to be certified by the HSE officer/ Superintendent/ Aviation Supervisor at CPC Aviation function				
viii	A penalty charge of 5% will be deducted from monthly payment for any shortcomings noted during the month same will be informed to the contractor.				
1	Supply, delivery and refill of 19 Ltrs water bottles as per above requirements & conditions for a period of twelve months to CPC Aviation, Katunayake.	360	Nos		
Sub Total					
Add (.....%) SSCL					
Sub Total					
Add : (...%) VAT					
Total					
Refundable deposit if any (Please specify the amount)					

Total amount in words :

Name of tenderer :

VAT Registration No :

.....

Signature of Tenderer

.....

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 and Conditions of Contract for the “ Supply, Delivery & Refill of 19 Liters Drinking Water Bottles with Dispenser Units for the Aviation, Katunayake & Rathmalana for the year 2023, we offer to complete the whole of said services in conformity with the said document.*
- A-2 *Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof shall constitute a binding contract with us.*
- A-3 *We understand you are not bound to accept the lowest or any Tender you may receive.*
- A-4 *The Bid we are offering is complete and fulfils the requirements discussed in the Bid document.*
- A-5 *We agree to abide by this Tender for the period of Forty Nine (49) days from the date of opening of the Tender. Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.*
- A-6 *We agree to be bound by the Bid, Bid Conditions and Performance Guarantee.*
- A-7 *We affirm that the said water Bottles will be delivered after we receive notice of acceptance of our Tender from the CPC.*
- A-8 *We offer the lump sum fixed price of Sri Lanka Rupees (in words) for Supply, of , as detailed out in this Tender 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 .

Signature in the capacity of

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

Name

Address

.....

.....

Witnesses:

1. Signature:

2. Signature:

Name:

Name:

.....

.....

Address :

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 _____ 2022, by and between CPC established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at 609, Dr. Danister De Silva Mawatha, Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the “CPC” which terms of expression as herein used shall where this context so requires and admits mean & include the CPC & its Successors & assigns) of the one part and _____ of _____ a Company duly incorporated & having its registered Office at _____ (hereinafter called the “Agent” which terms of expression as herein used shall where this context so requires and admits mean & include the _____ & its successors & assigns) of the other part .

Whereas the CPC is desirous that the goods known as the “Supply, Delivery & Refill of 19 Liters Drinking Water Bottles with Dispenser Units for the Aviation, Katunayake & Rathmalana for the year 2023” should be supplied by the supplier, and has accepted a Bid by the supplier for the supply of such goods.

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 Bid dated _____.**
 - **The Conditions of Contract**
 - **The Completed Schedule of prices and**
3. In consideration of the payments to be made by the CPC to the Supplier as hereinafter mentioned, the Agent hereby covenants with the CPC to supply and remedy any defects therein, fit for purpose in conformity in all respect according to the provisions of the Agreement..
4. The CPC hereby covenants to pay the Supplier in consideration of the Supply and the remedying of defects therein, the agreed Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Agreement.

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

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

FORMAT FOR PERFORMANCE GUARANTEE

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

Beneficiary :[Name and Address of Employer]

Date :

PERFORMANCE GUARANTEE NO :

We have been informed that[name of Contractor/ Supplier] (hereinafter called “the Contractor”) has entered into Contract No.[reference number of the contract] dated

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

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

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

This guarantee shall expire, no later than theday of, 2022 [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)]