



Ceylon Petroleum Corporation

BID FOR THE SUPPLY OF
FUEL DISPENSING PUMP DELIVERY HOSES &
AUTOMATIC FUEL DELIVERY NOZZLES
AND ACCESSORIES

B/ 66 /2021

BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS
BID CONDITIONS
&
TECHNICAL SPECIFICATIONS

2021

CEYLON PETROLEUM CORPORATION
BID FOR THE SUPPLY OF FUEL DISPENSING PUMP DELIVERY
HOSES & AUTOMATIC FUEL DELIVERY NOZZLES AND
ACCESSORIES
B/66/2021

Invitation to Bid

Chairman, Procurement Committee, Ceylon Petroleum Corporation (CPC) at 609, Dr. Danister De Silva Mawatha, Colombo 9, Sri Lanka, will receive sealed Bids from reputed Manufacturers or their Export Agents abroad and their Accredited Local Agents, for the supply of:

1. Fuel Delivery Hoses

1. 2000 Nos. ¾" Fuel Dispensing Pump Delivery Hoses 3.64 meter Length x 19 mm ID
2. 500 Nos. 1" Fuel Dispensing Pump Delivery Hoses 3.64 meter Length x 25 mm ID

2. Automatic Fuel Delivery Nozzles with Accessories

1. 3400 Nos. ¾" Automatic Fuel Delivery Nozzles
2. 500 Nos. 1" Automatic Fuel Delivery Nozzles
3. 500 Nos. ¾" Full Circle Swivel Joints
4. 300 Nos. 1" Full Circle Swivel Joints
5. 150 Nos. Sight Glass (STD)
6. 50 Nos. Sight Glass (HD)

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.

Due to the Covid-19 pandemic, the bidders can download the bidding document from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>. The bidder should pay a non-refundable fee of Rs. 1,000.00 (Rs. 925.83 + 8% VAT) to the Account No. 004100110208633 of Ceylon Petroleum Corporation of People's Bank (Head Office) and the payment receipt should be submitted along with the Bid.

All Bids should be accompanied by a Bid Security amounts to Rs. 310,000.00.

The Bid will be **closed at 1400 hrs. on 29.10.2021** and opened immediately after the closing time of the Bid, at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below,.

Chairman,
Departmental Procurement Committee,
c/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.
Tele : 0094-11-5455332
Fax : 0094-11-5455424

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1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction

- 1.1.1. Chairman, Procurement Committee, Ceylon Petroleum Corporation (CPC) invites sealed Bids from reputed Manufacturers, their Export Agents abroad or their Accredited Local Agents for the supply of Fuel Dispensing Pump Delivery Hoses & Automatic Fuel Delivery Nozzles & Accessories.

1.2 Basis of Bid

- 2.1.1 Bids are to be forwarded on C & F basis for the Supply of Fuel Dispensing Pump Delivery Hoses & Automatic Fuel Delivery Nozzles & Accessories in completely assembled form with all manufacturer's data sheets books, detail drawings, Catalogues with Fuel Dispensing Pump Hoses & Automatic Fuel Delivery Nozzles and Accessories.
- 1.2.1 The 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 Bid document.
- 1.2.2 Bids are to be forwarded for the Supply of Fuel Dispensing Pump Delivery Hoses & Automatic Fuel Delivery Nozzles & Accessories on C & F basis as per the Technical Specifications stipulated in the Bidding document.

1.3 Issuing of Bidding Documents

- 1.3.1 Due to the Covid-19 pandemic, the bidders can download the bidding document from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>. The bidder should pay a non-refundable fee of Rs. 1,000.00 (Rs. 925.83 + 8% VAT) to the Account No. 004100110208633 of Ceylon Petroleum Corporation of People's Bank (Head Office) & the payment receipt should be submitted along with the Bid.

- 1.3.2 Bidding Document will consist of the following:

1. Invitation to Bid
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.

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

- (a) Name of Manufacturer and Country of Origin.
- (b) Details of the Manufacturer
- (c) Detail specification of the Fuel Dispensing Pump Delivery Hoses, Automatic Fuel Delivery Nozzles & Accessories.
- (d) Certificate from manufacturer that the items offered are of currently in manufacture.
- (e) Manufacturers' Guarantees where applicable
- (f) Every Bidder should specify the conditions of warranty offered on time basis.
- (g) A Certificate to the effect that, all spare parts for the model offered, will be Manufactured and be available for import for a minimum period of 5 years.
- (h) A dimensional drawing showing key dimensions of the layout of the entire Fuel Dispensing Pump Delivery Hoses & Automatic Fuel Delivery Nozzles & Accessories
- (i) Detailed Technical specifications pertaining to the equipment offered with original manufacturer details.
- (j) Past Performance – Bidders shall forward past supply records of the brand supplied during last 5 years together with supply details.
- (k) Schedule of Prices (Schedule- A) duly completed and signed.
- (l) Variations and/or deviations from technical specifications if any, shall be indicates separately.
- (m) Form of Bid (Annexure- A) duly completed and signed.
- (n) Bid Security Guarantee (as per Annexure -B).
- (o) Quality Certificate of ISO 9001 certification of the manufacturer
- (p) Delivery schedule
- (q) Power of Attorney from the Manufacturer empowering the accredited agent to act on their behalf to sell Fuel Dispensing Pump Delivery Hose & Automatic Fuel Delivery Nozzles & Accessories in Sri Lanka.
- (r) Company Profile of the Accredited Local Agent.

1.5 Sealing and Marking of Bids

1.5.1 Bids shall be submitted in duplicates as per the conditions specified in this Bid document. The original and the duplicate of the Bid should be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE'. Both envelopes should be enclosed in one securely sealed cover, which should be marked "BID FOR THE SUPPLY OF FUEL DISPENSING PUMP DELIVERY HOSES & AUTOMATIC FULE DELIVERY NOZZLES & ACCESSORIES" (the Invitation to Bid title) on the top left hand corner and the statement, "DO NOT OPEN BEFORE 1400 hrs. on

29.10.2021” (to be completed with the time and date specified in the Bid document) and shall be addressed to:

Chairman,
Procurement Committee,
Ceylon Petroleum Corporation,
Procurement & Stores Function,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.
Tel: 0094 11 5666442, 5455330 Facsimile : 0094 11 5455424
E-mail : supplies@ceypetco.gov.lk

- 1.5.2 If the outer envelope is not sealed and marked as required above, the CPC will assume no responsibility for the Bid’s being misplaced or premature opening. If the outer envelope discloses the Bidders 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 91 (Ninety One) 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 Cost & Freight (C & F) prices indicated in the Schedule of Prices, (Clause 1.16 below) shall be firm and shall not be subject to any price variation within the period of validity stated in (1.6.1) above.

1.7 Format and Signing of Bids

- 1.7.1 The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, " BID FOR THE SUPPLY OF FUEL DISPENSING PUMP DELIVERY HOSE & AUTOMATIC FULE DELIVERY NOZZLES & ACCESSORIES” – 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 initialled by the person(s) signing the Bid.**
- 1.7.3 Any inter lineation, erasures or over-writing shall be valid only if they are initialled 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 ITB 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 within Three (03) days prior to the closing of the Bids 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.

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 Bids, will be rejected and returned unopened to the Bidder.

1.11 Modification, Substitution & Withdrawal of Bids

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

1.11.2 The Bidder's modifications shall be prepared, sealed, marked and despatched as follows:

1.11.2.1 The Bidders shall provide an Original and a Duplicate, as specified in the ITB clause 1.7 of any modifications to his Bid, clearly identified as such in two envelopes, duly marked **"BID FOR THE SUPPLY OF FUEL DISPENSING PUMP DELIVERY HOSES & AUTOMATIC FULE DELIVERY NOZZLES & ACCESSORIES"** The envelopes shall be sealed in an outer envelope, duly marked **"BID MODIFICATIONS"**.

1.11.2.2 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 given in clause 1.5.

1.11.2.3 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,
Supply of Fuel Dispensing Pump Delivery Hose & Automatic Fuel Delivery
Nozzles & Accessories,
Procurement & Stores Function,
No. 609, Dr.Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.

not later than 1400 hrs. Sri Lanka local time on 29.10.2021. 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.

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 above address or such other place as arranged if the Manager (Procurement & Stores)’s office is not available.

1.13.2 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.

1.13.3 The Bid prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security Guarantee and other such details, will be announced, at the opening. Late Bids will not be entertained and will be returned unopened to the Bidder.

1.13.4 Bids (and modifications sent pursuant to ITB Sub Clause 1.11) that are not opened will not be considered for evaluation, regardless of the circumstances.

1.14 Agent to hold Power of Attorney

- 1.14.1 Bids from Accredited Local Agent's representing Manufacturers or from Manufacturers Export Agents abroad will not be considered unless they hold a Legally Executed Power of Attorney from the Manufacturer, empowering the Agent to offer on his behalf, to enter into a valid agreement on behalf of the manufacture to fulfil all the terms & conditions of the contract, in the event of the Bid being awarded.
- 1.14.2 An Agent signing the Bid document on behalf of the Manufacture should state the Principal's name, address, telephone nos., fax nos., if any. Original of the Legally Executed Power of Attorney shall be attached to the offer. Under no circumstances, will a letter of Authority be accepted.
- 1.14.3 Nomination of an Agent after the Bid has been submitted will not be valid.
- 1.14.4 Local Agent shall also forward a valid copy of their Business Registration issued by the Registrar of Companies together with their offer.

1.15 Bid Security Guarantee

- 1.15.1. 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 Rs. 310,000.00 (Rupees Three Hundred Ten Thousand only).
- 1.15.1 The Bid Security Guarantee should be valid for 121 (One Hundred & Twenty One) days from the date of closing of Bid. (i.e. 27.02.2022) A format of Bid Security Guarantee is attached in Annexure "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.

- 1.15.2 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.

1.16 Schedule of Prices

- 1.16.1 Bids shall be in the form of a Pro-forma Invoice in Three (03) copies indicating Country of Origin, Port of Shipment, and H.S. Code, Terms of Payment, Delivery Period and Offer Validity. Rates quoted should be computed on the basis of C & F Colombo, showing Free on Board (FOB) value and freight charges separately.
- 1.16.2 Bidders are also required to duly sign and return the Schedule of Prices - marked Schedule A indicating their offers in detail together with the Pro-forma Invoice.

- 1.16.3 Prospective Bidders are requested to submit their offers in any freely convertible single currency.
- 1.16.4 All Agents' Commissions,(if any), should be disclosed in the appropriate column of the Schedule of Prices.
- 1.16.5 Prices not submitted on the prescribed form and in the manner required are liable for rejection.

1.17 Preliminary Examination of Bids

- 1.17.1 The CPC Procurement Committee 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 PC 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

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

1.19 Conversion to Single Currency

- 1.19.1 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 Peoples Bank of Sri Lanka, prevailing on the date of opening of Bids.

1.20 Evaluation of Bids

1.20.1 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.

1.20.2 The evaluation methodology will comprise:

1.20.2.1 Technical requirements:

- ✓ Specifications, drawings and supporting technical documents in compliance with Technical Specifications of this Bid document including the information / details requested under Clause 1.4 of ITB.

1.20.2.2 Financial Evaluation of Bids

The comparison of the total C&F price for Supply of Fuel Dispensing Pump Delivery Hose & Automatic Fuel Delivery Nozzles & Accessories and local Agency Commission if any will be evaluated.

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

- ✓ Availability of spare parts for min 5 years.
- ✓ Past supply records.
- ✓ Delivery Schedule

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

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

1.21.2 The Procurement Committee reserves the right to reject any or all Bids or any part thereof, or split the contract 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.

1.21.3 The notice of acceptance of Bid will be sent by facsimile/e-mail followed by post to the successful Bidder, to the address given by him in the Bid document, soon after the decision of Procurement Committee.

1.22 Award Criteria

1.22.1 Subject to ITB Clause 1.20 the 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.

1.22.2 The successful Bidder will be called upon to Supply of Fuel Dispensing Pump Delivery Hose & Automatic Fuel Delivery Nozzles & Accessories conforming to Technical Specifications, and strictly by the agreed delivery dates, which should be within 01 (One) month as per clause 2.3. of COC.

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

2. CONDITIONS OF CONTRACT (COC)

2.1 Performance Guarantee

- 2.1.1 The successful Bidder, on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within fourteen (14) days of such notification issued by a 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 CPC on demand in a sum equivalent to 10% of the total Free on Board (FOB) value of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Annexure D.
- 2.1.2 If the successful Bidder, fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting Contractors. 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.
- 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 Letter of Credit will be opened only after the receipt of the Performance Guarantee. 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.
- 2.1.5 To expedite opening of Letter of Credit, the Supplier / Principal shall on his own account instruct his Bank to Fax CPC, the date, the amount and validity period of the Performance Guarantee.

2.2 Mode of Payment

2.2.1 Foreign Cost

Payments shall be made by an irrevocable Letter of Credit, 90% of the FOB value at sight and 10% after the delivery and acceptance by CPC.

2.2.2 Agent's Commission

In Item-No 06 of the 'Schedule A' & Item No. 09 of the 'Schedule B', the Bidder should indicate the local Agent's Commission (if any) which will be paid in locally.

2.2.3 Agency Commission shall be paid in Sri Lanka Rupees on receipt of a Certificate from the Marketing Manager that the items have been received as per the terms and conditions of the contract.

2.3 Delivery Period

2.3.1 Supply of Fuel Dispensing Pump Delivery Hose & Automatic Fuel Delivery Nozzles & Accessories shall be delivered to CPC within a period of Two (02) Months from the date of confirmation of the order.

2.4 Shipment

2.4.1 Immediately after the consignment is shipped, the supplier shall send to CPC, a Fax/e-mail stating the name of the Vessel and the other relevant details. Also, within 03 days from the date of Bill of Lading, 04 copies of each of the following shipping documents should be sent by Courier to CPC.

2.4.1.1 Clean on Board Freight prepaid/Collect Bill of Lading showing destination as Colombo and indicating actual amount of freight paid. If freight is not indicated on the Bill of Lading, freight receipt issued by the Shipping Company, indicating the freight should be annexed.

2.4.1.2 Four copies of manually signed Commercial Invoices showing cost and freight separately.

2.4.1.3 The Certificate of Manufacturer, stating that the items shipped were manufactured by them and indicating Country of Origin.

2.4.1.4 Quality certificate as stated in clause 1.4 (n) of ITB & Technical Specification.

2.5 Delays in Delivery

2.5.1 Where the Supplier does not despatch the Supply of Fuel Dispensing Pump Delivery Hose & Automatic Fuel Delivery Nozzles & Accessories in due time to arrive in Colombo, in accordance with the stipulated and agreed dates of delivery, as given in the bid document, the 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.

2.6 Defaults by Successful Bidder

2.6.1 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 Supply of Fuel Dispensing Pump Delivery Hose & Automatic Fuel Delivery Nozzles & Accessories according to the Technical Specifications the CPC has the right to forfeit the Performance Guarantee of the Supplier.

2.6.2 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 Bid. A form of Bid, as Annexure - 'A' is attached.

2.7 Liquidated Damages

2.7.1 Should the Supplier fail to supply of Fuel Dispensing Pump Delivery Hose & Automatic Fuel Delivery Nozzles & Accessories within the period specified or should he fail to replace any rejected Fuel Dispensing Pump Delivery Hose & Automatic Fuel Delivery Nozzles & Accessories or part thereof with a like quantity of approved quality within the period allowed, the Supplier shall be liable to pay as a pre-estimate of liquidated damages, the sum of 1/1000th of the F.O.B. value of the Fuel Dispensing Pump Delivery Hose & Automatic Fuel Delivery Nozzles & Accessories per day for delay in executing the order, until the Order is completed subject to a maximum of 10% of total F.O.B. Value of the order. The Supplier in these circumstances will also render himself liable to be placed in the list of defaulting Suppliers and be precluded from having any concern in the Ceylon Petroleum Corporation Tenders.

2.8 Credit or Aid Lines

2.8.1 If the Supply of Fuel Dispensing Pump Delivery Hose & Automatic Fuel Delivery Nozzles & Accessories supplied under any Credit or Aid Line available to the Sri Lanka, such arrangements should be indicated in the Bid.

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, the Bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals connected with the sale.

2.10 Arbitration

2.10.1 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.

2.10.2 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.

3. TECHNICAL SPECIFICATIONS

3.1 Specifications for 3/4" Fuel Dispensing Pump Delivery Hose

3/4" 2000 lengths of 3.64 Meter x 19 mm I.D. Petrol/Oil resistant rubber base Fuel Dispensing Pump Delivery Hose of single braid construction incorporated with static binding wire as per BSEN 1360 (Type 1) with male 3/4" **BSPT** chromium plated brass reusable couplings.

Operating Pressure of the Pump – 0 – 0.3 MPa

A Hose designed to be used as Fuel Delivery Hoses for Fuel Dispensing Pumps.

They shall be;

- Hydrocarbon Resistant
- Kink resistant but flexible enough
- Reinforced material
- Durable
- Warranty

Warranty Period: Minimum one (01) year

Packing Instructions

- Both items to be packed in bundle of 10 Nos. lengths to a Roll Threaded ends of couplings to be protected with Plastic Caps.
- Submission of Samples: 01 No. sample from each size hoses shall be forwarded along with the bid. If not, your offer will not be considered for evaluation. If a bidder has supplied the above items in previous occasions, they may attached relevant documents with the bid instead of samples.
- Quality Certification – Fuel Delivery Hose should have one of the under mentioned certifications.
 - 1) ISO 9001
 - 2) UKAS Quality Management Certification

3.2 Specifications for 1” Fuel Dispensing Pump Delivery Hose

1” 500 lengths of 3.64 Meter x 25 mm I.D. Petrol/Oil resistant rubber base Fuel Dispensing Pump Delivery Hose of single braid construction incorporated with static binding wire as per BSEN 1360 (Type 1) with male 1” **BSPT** chromium plated brass reusable couplings.

Operating Pressure of the Pump – 0 – 0.3 MPa

A Hose designed to be used as Fuel Delivery Hoses for Fuel Dispensing Pumps.

They shall be;

- Hydrocarbon Resistant
- Kink resistant but flexible enough
- Reinforced material
- Durable

Warranty Period : Minimum one (01) year

Packing Instructions

- Both items to be packed in bundle of 10 Nos. lengths to a Roll Threaded ends of couplings to be protected with Plastic Caps.
- Submission of Samples: 01 No. sample from each size hoses shall be forwarded along with the bid. If not, your offer will not be considered for evaluation. If a bidder has supplied the above items in previous occasions, they may attached relevant documents with the bid instead of samples.
- Quality Certification – Fuel Delivery Hose should have one of the under mentioned certifications.

3) ISO 9001

UKAS Quality Management Certification

3.3 Specifications for 3400 Nos. ¾” Automatic Fuel Delivery Nozzles

Body : Aluminium Alloy
Deliver Speed : 40-50 Litres/minute
Maximum Spout outer diameter : 20mm

Coupling	:	Chrome Plated Brass couplings with 3/4” BSPT Female Thread for inlet.
Design Working Pressure	:	50 PSI
Colours of hand insulators	:	Yellow - 1500 Nos. Blue - 1000 Nos. Red - 300 Nos. Gray - 300 Nos. White - 300 Nos.

3.4 Specifications for 500 Nos. 1” Automatic Fuel Delivery Nozzle

Body	:	Aluminium Alloy
Delivery Speed	:	65-75 Litres/minute
Maximum Spout outer diameter	:	30 mm
Coupling	:	Chrome Plated Brass Couplings with 1” BSPT Female Thread for Inlet.
Design Working Pressure	:	50 PSI
Colours of hand insulators	:	Blue

N.B. – 01 No. of sample from each size nozzles shall be submitted along with the bid for testing purposes. If not, your offer will not be considered for evaluation. If a bidder has supplied the above items (same model) in previous occasions for testing purposes, they may attached relevant documents with the bid instead of samples.

3.5 Specifications for 500 Nos. 3/4” Full Circle Swivel Joints

Quality Certification – Fuel Delivery Nozzle should have under mentioned certifications.

- 1) UL listed / EN
- 2) ISO 9001

Warranty Period: Minimum 1 year.

3.6 Specifications for 300 Nos. 1” Full Circle Swivel Joints

Quality Certification – Fuel Delivery Nozzle should have under mentioned certifications.

- 3) UL listed / EN
- 4) ISO 9001

Warranty Period: Minimum 1 year.

SCHEDULE A

4. SCHEDULE OF PRICES

1. 3/4" & 1" Fuel Dispensing Pump Delivery Hose 3.64 meter Length & 19 mm ID

	Description	Unit Price	Total Price
1	2000 Nos. 3/4" Fuel Dispensing Pump Delivery Hose 3.64 meter Length & 19 mm ID		
2	500 Nos. 1" Fuel Dispensing Pump Delivery Hose 3.64 meter Length & 25 mm ID		
3	Total FOB		
4	Less Discount (if any)		
5	Ocean Freight charges		
6	Total C & F value		
7	Agency Commission (if any)		
8	Grand Total		

Grand Total in Words :

Offer Validity

:

Delivery Period

:

Payment Terms

:

Country of Origin

:

Country of Manufacturer

:

Name of Manufacturer

:

Warranty Period

:

Name of Bidder

:

Address & Tele Nos.

:
.....
.....

Signature of Bidder with the

Company Seal

:

SCHEDULE B

2. Automatic Fuel Delivery Nozzles & Accessories

- i. 3400 Nos. 3/4" Automatic Fuel Delivery Nozzles
- ii. 500 Nos. 1" Automatic Fuel Delivery Nozzles
- iii. 500 Nos. 3/4" Full Circle Swivel Joints
- iv. 300 Nos. 1" Full Circle Swivel Joints
- v. 150 Nos. Sight Glass (STD)
- vi. 50 Nos. Sight Glass (HD)

	Item Description	Unit Price	Total Price
1	3400 Nos. 3/4" Automatic Fuel Delivery Nozzles		
2	500 Nos. 1" Automatic Fuel Delivery Nozzles		
3	500 Nos. 3/4" Full Circle Swivel Joints		
4	300 Nos. 1" Full Circle Swivel Joints		
5	150 Nos. Sight Glass (STD)		
6	50 Nos. Sight Glass (HD)		
7	Total FOB		
8	Less Discount (if any)		
9	Ocean Freight charges		
10	Total C & F value		
11	Agency Commission (if any)		
2	Grand Total		

Grand Total in words :

Offer Validity :

Delivery Period :

Payment Terms :

Country of Origin :

Country of Manufacture

Name of Manufacturer :

Warranty :

Name of Bidder :

Address & Tele Nos. :
.....
.....

Signature of Bidder :

Company Seal:

(Rubber Stamp)

ANNEXURE A - FORM OF BID

The Chairman
Procurement Committee,
Procurement Function
Ceylon Petroleum Corporation
1st Floor,
No.609, Dr. Danister De Silva Mawatha,
Colombo 9
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 of ¾” & 1” Fuel Dispensing Pump Delivery Hose & ¾”& 1” Automatic Fuel Delivery Nozzles and Accessories we offer to complete the whole of said services in conformity with the said document.

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

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

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

A-5 We agree to abide by this bid for the period of 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, Bid Conditions, Technical Specifications and Performance Guarantee.

A-7 We affirm that the said items will be delivered within Two (02) months after we receive notice of acceptance of our Bid / establishment of the Letter of Credit from the CPC.

A-8 We offer the lump sum fixed price of (foreign cost in figures) (in words)
.....
and Sri Lanka Rupees (local cost in figures) (in words)

..... for Supply of ¾” & 1” Fuel Dispensing Pump Delivery Hoses and ¾” & 1” Automatic Fuel Delivery Nozzles and Accessories to CPC as detailed out in this Bid document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the CPC Procurement Committee to reject this offer or to accept.

Dated this day of2021 in the capacity of duly authorized to sign tenders for and (IN BLOCK LETTERS) on behalf of :

Signature

Name

Address

.....
.....
.....

Witnesses:

1. Signature: 2. Signature:

Name: Name:

Address : Address:

.....
.....

ANNEXURE-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 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 _____ 2021, 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 “Contractor” which terms of expression as herein used shall where this context so requires and admits mean & include the _____ & its successors & assigns) of the other part.

Whereas the CPC is desirous that the Goods known as the Supply of ¾” & 1” Fuel Dispensing Pump Delivery Hose & ¾”& 1” Automatic Fuel Delivery Nozzles and Accessories 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 Contractor 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 Contractor’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**
- **The Completed Schedules and**
- **The Contractor's Proposals**

In consideration of the payments to be made by the CPC to the Contractor as hereinafter mentioned, the Contractor 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 Contractor 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 Chairman / Managing Director Of CPC		Authorized Signature of the Contractor	
<u>In the presence of</u>		<u>In the presence of</u>	
Name		Name	
Signature		Signature	
Address		Address	

ANNEXURE – D Format for Performance Guarantee

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

Beneficiary :[Name and Address of Employer]

Date :

PERFORMANCE GUARANTEE NO:

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

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

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

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

This guarantee shall expire, no later than theday of, 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]