



**CEYLON PETROLEUM CORPORATION**

*(Established by Parliamentary Act Number 28 Of 1961)*

**REFINERY DIVISION**

**PUBLIC TENDER 3736 T**

**BIDDING DOCUMENT**

**SUPPLY OF CARBON STEEL PLATES  
CONFORMING TO MATERIAL ASTM A 283 GR. C**

**CHAIRMAN - MPC  
CEYLON PETROLEUM CORPORATION  
REFINERY DIVISION  
MATERIALS DEPARTMENT  
SAPUGASKANDA  
KELANIYA , SRI LANKA**

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## **INSTRUCTIONS TO BIDDERS**

### **01. INTRODUCTION**

The Chairman, Ministry Procurement Committee, on behalf of the Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka will receive sealed Bids from manufacturers or their authorized export agents abroad or authorized local agents (Manufacturer's or Export Agent's) for the supply of **Carbon Steel Plates** conforming to the Terms & Technical Specifications indicated in **Annex 'A'** and Terms & Conditions given under this Instructions to Bidders.

### **02. ISSUING OF BIDDING DOCUMENTS**

Bidding document, which comprise the conditions of the tender and the specifications is available on web sites [www.ceypetco.gov.lk](http://www.ceypetco.gov.lk), [www.pfd.gov.lk](http://www.pfd.gov.lk) & [www.news.lk](http://www.news.lk)

Alternatively bidding documents can be obtained between 0930 hours to 1500 hours up to on 04-December-2009 free of charge from the Materials Department, Refinery Division, Ceylon Petroleum Corporation, Sapugaskanda, Kelaniya, Sri Lanka.

### **03. DOCUMENTS & DETAILS TO ACCOMPANY BID**

All Bids shall contain adequate particulars in respect of the items offered.

**A.** Failure to furnish the following documents and details along with the Bid shall result in the bid being rejected.

01. Name & the profile of the Manufacturer and Country of origin
02. Certificate from Manufacturer that the goods offered are in good condition & conforming to the specifications & the manufacturer's authorization letter as per **Annex 'F'**
03. Availability of Mill Test Certificates (including Chemical Composition & Physical Properties) according to EN 10204 type 3.2 to be indicated
04. Legally executed power of Attorney – Vide Clause 08
05. Bid Security Guarantee – **Annex 'D'**
06. Schedule of Prices – **Annex 'B'** duly completed and signed.

**B.** Failure to furnish the following documents and details along with the Bid may result in the bid being rejected.

01. Documentary proof for recent supplies made to customers in similar magnitude
02. Declaration of Bidder – **Annex 'C'**
03. Form of Compliance / Deviation Sheet – **Annex 'G'**. Any other deviation to be clearly indicated in Annex 'G' in an attachment.
04. Copy of Business Registration per Clause 09

All documents shall be in English Language.

(Every Bidder will be required to initial and submit each page of the Bidding Document including drawings, relevant catalogues and other details along with the quotation)

**04. SUBMISSION OF BID**

*If the bid is being submitted directly by the Principals, they should indicate whether they are represented in Sri Lanka by an Agent.*

*A local firm acting as Agent for more than one Principal Bidder should get each of his Principal Bidders he represents to tender on separate sets of Bidding Documents.*

**Note: Alternative Bids / Options**

*Multiple bids from same manufacturer can be submitted on separate Bid Bonds made for each bid.*

*Alternative bids & higher value bids will be rejected respectively unless such bids have been covered by a separate bid bond.*

**05. SEALING, MARKING, CLOSING & RECEIPT OF BIDS**

*Bids shall be submitted in Duplicate as per annexed schedule of Prices. The original & duplicate copy of the Bid shall be placed in separate envelopes marked "ORIGINAL" & "DUPLICATE". Envelopes shall be enclosed in one securely sealed cover, which shall be marked "TENDER NO. 3736 T FOR THE SUPPLY OF **CARBON STEEL PLATES**- CLOSING DATE 09-DECEMBER-2009" on the top left-hand corner & the Bidder's name & address on the bottom left-hand corner.*

*Bids sealed, enclosed, marked and addressed as aforesaid, shall be sent under Registered Cover to reach the Chairman - MPC, Ceylon Petroleum Corporation, Refinery Division, Materials Department, Sapugaskanda, Kelaniya, Sri Lanka not later than 1400 hours (closing time ) on 09-December-2009. If, the Bidders 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*

*Deputy Finance Manager (Refinery),  
Finance Department,  
Refinery, Sapugaskanda,  
Kelaniya, Sri Lanka.*

**06. MINIMUM VALIDITY PERIOD OF BIDS**

- (a) All bids shall necessarily be valid for acceptance for a minimum period of **91** days from the closing date of the Tender.*
- (b) All prices indicated in the schedule of prices shall be firm and shall not be subjected to any price variation within the validity period of offer specified in (a) above.*
- (c) On acceptance of the offer within the period of 91 days the validity of offer should be extended for purposes of opening Letter of Credit and other required documentation.*

*Bids that do not comply with the above requirements will be rejected.*

**07. (a) OPENING OF BIDS**

*Bids will be opened at 1430 hours on 09-December-2009 at the Refinery Conference Room.*

*Bidder/s or their duly authorized representative/s may be present at the opening of bids. The officer who opens the Bids will read out the total price, as indicated in the schedule of prices/ Pro-forma to those who are present. Technical Data, Specifications or similar particulars will not be divulged.*

**(b) LATE BIDS**

*Any Bid received after the closing time for submission of Bid will be rejected and returned unopened to the Bidder.*

**08. AGENT TO HOLD POWER OF ATTORNEY**

- (a) Offers from agents representing Principals, will not be considered unless they hold the **legally executed power of Attorney** addressed to Chairman – MPC from the Principals empowering the agents to offer on their behalf, to enter into a valid agreement on behalf of the Principals to fulfill all the terms and conditions of the contract, in the event of the tender being awarded. Original of the **Legally Executed "Power of Attorney"** addressed to Chairman – MPC shall be attached to the offer. Under no circumstances, a letter of Authority will be accepted.*
- (b) The agent signing the bid document on behalf of the principal shall state the Principal's name and address telephone and fax numbers, e-mail if any.*
- (c) Nomination of Agents after the bid has been submitted will not be valid.*
- (d) In the event that the principal is not the manufacturer, the principal should furnish a **Legally Executed Power of Attorney** from the manufacturer addressed to Chairman – MPC empowering principal to sell the products of the manufacturer.*
- (e) Principal means the seller with whom CPC enters into an agreement as per the tender. In case of an order, L/C is opened & purchase order is placed with the principal.*

**09. BUSINESS REGISTRATION**

*Local Agents in Sri Lanka, submitting the Bid should register with the Registrar of Companies and shall produce a copy of the valid Certificate of Registration issued by the Registrar of Companies together with the offer & a copy of the respective company registration of principal bidders also shall be forwarded along with the bid.*

**10. BID SECURITY GUARANTEE**

*Each Bid should be accompanied with 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 draft or a Bank Guarantee issued by a recognized Bank in Sri Lanka or a reputed foreign bank with the Bank guarantee confirmed by a bank operating in Sri Lanka (The local bank should be a commercial bank approved by the Central Bank of Sri Lanka) payable to the Ceylon Petroleum Corporation, in a sum of Rupees Eight Hundred Thousand (Rs. 800,000/=)*

The Bid Security shall be unconditionally encashable on demand by Ceylon Petroleum Corporation and valid for one hundred and twenty (120) days from the date of closing of Tender. A form of Bid Security is attached (**Annex 'D'**).

Failure to submit the Bid security along with the bid or before the closing of Tenders and in accordance with above said requirements and in the format provided, shall result in the Bid being rejected. Bid securities received from unsuccessful Bidders will be returned to them after an award is made. The Bid Security of the successful Bidder will be returned after receipt of the Performance-Bond.

**11. SCHEDULE OF PRICES**

- (a) Bids shall be in the form of a Pro-forma Invoice in two (02) copies indicating Country of Origin, Port of Shipment, H.S. Code, Terms of Payment and Delivery Period. Rates quoted shall be computed on the basis of C&F Colombo, showing FOB Value and freight charges separately. Bidders are also required to duly sign and return the Schedule of prices, marked **Annex "B"** indicating their offers in detail together with the Pro-forma Invoice.
- (b) Prospective Bidders are requested to submit their bids in any internationally accepted currency.
- (c) All agents' Commission shall be disclosed in Sri Lankan Rupees in the appropriate row of the schedule of prices.
- (d) Bids not on the prescribed form and not in the manner required may be rejected.
- (e) Bidders shall provide in the prescribed form of schedule of price- marked Annex "B", the name and address of his agents, if any, in Sri Lanka.
- (f) If the items are arranged to import & supply, please forward offers in Sri Lankan Rupees on "Delivered-at-Site" basis as per Annex B – Section 2 of 2 (**Bids for Local Ex-Stock items are not acceptable**)

**12. CORRECTION OF ERRORS**

- (a) Where there is a discrepancy between the amount 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.
  - 1. The unit rate as quoted will govern
  - 2. Unless in the opinion of the Procurement Committee/TEC 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) The amount stated in the Bidding Document adjusted in accordance with the above procedure with the concurrence of the bidder shall be considered as binding upon the Tender. If the bidder does not accept the corrected amount of bid, his bid will be rejected.

**13. EVALUATION OF BIDS**

All offers received will be examined to determine the eligibility of bidder's responded and substantial responsiveness of bids received. Substantially responsive bid is one, which conforms to the terms, conditions and specifications of the Bidding Document. Incomplete bids will be rejected.

Arithmetical errors in the Bidding Document will be corrected.

**Annex 'B'** shall be completed in full. Bids for part supply of items will be rejected.

Only the bids determined to be substantially responsive will be evaluated and compared. Award will be made to the lowest responsive evaluated bid.

Offers are evaluated on total Delivered at Site price basis. Bids received on C&F basis (in foreign currency), will be converted in to Delivered at Site price by adding Customs Duty, Surcharge, Cess, PAL, VAT, NBT, SRL, Computer & other charges, Port Authority & handling charges, Wharf clearing charges, Transport charges, Local Agency Commission (if any) & Any other prevailing charges. Prevailing standard applicable rates & taxes will be considered in computation as per formulae for imported goods – **Annex 'H'** attached

Those who are eligible for import tax concessions shall indicate the same clearly in detail with relevant certifications. In such case, a bank guarantee covering the total concession amount with validity of 6 weeks longer than delivery period shall be submitted along with the bid. The bank guarantee will be released only after clearance of cargo from Sri Lanka Customs. If not, standard prevailing tax rates will be applied in the evaluation of bids.

**In case all the bids received are on C&F basis (in foreign currency)** offers will be evaluated on C&F basis including Local Agency Commission (if any). However CPC reserves the right to evaluate bids with freight obtained from Ceylon Shipping Corporation and place orders either on C&F basis or FOB basis and to arrange freight through Ceylon Shipping Corporation or any other freight forwarder.

The price quoted in foreign currency will be converted to Sri Lanka Rupees at the selling exchange rate determined by the Central Bank of Sri Lanka prevailing on the date of opening of Bids.

**14. POWER TO ACCEPT OR REJECT OFFERS**

- (a) The Ministry Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- (b) The Ministry Procurement Committee reserves the right to reject any or all Bids, or any part thereof, without adducing any reasons.

**15. NOTICE OF ACCEPTANCE**

Acceptance of bid will be communicated by fax / E-mail and confirmed in writing by registered post to the successful bidder to the address given by him, soon after the receipt of MPC decision. Any change of address of the bidder should be promptly notified to the Materials Manager, Ceylon Petroleum Corporation, Materials Department, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

**16. MODE OF PAYMENT**

- 16.1 Mode of payment will be by 100% Non-transferable Letter of Credit. The following information is very essential for us to obtain the necessary Import Licence and for establishment of Letter of Credit without delay. Hence you are kindly requested to incorporate same in your Proforma Invoice.
- 16.1.1 Pro-forma Invoice Number, Date, Supplier's Address & Contact details such as Fax No, E-mail & Tel. Number.
  - 16.1.2 Country of Origin of the goods.
  - 16.1.3 Country of Shipment of goods.
  - 16.1.4 The Harmonized System (HS) Number or Numbers for each item of goods.
  - 16.1.5 State mode of shipment i.e. whether by Airfreight or Sea freight
  - 16.1.6 Name and address of the bank for negotiation of L/C.
- 16.2 Agency Commission shall be paid after receipt of goods at CPC warehouse and on satisfactory completion of the order. In the "**Schedule of Prices**", the Bidder shall indicate the Agent's Commission in Sri Lankan Rupees.
- 16.3 In case of Import & Supply, payment will be made within one month after satisfactory delivery to CPC Refinery warehouse at Sapugaskanda and acceptance of the relevant certificates / reports & Items by the Ceylon Petroleum Corporation.
- 16.4 Any payment term requiring advance payments shall not be acceptable to CPC.

**17. PERFORMANCE GUARANTEE**

- a) The successful Bidder when notified by the Ceylon Petroleum Corporation of the acceptance of his Bid, shall furnish (within 14 days of such notification), at his own expense, a Performance Guarantee through a recognized Bank in Sri Lanka, for a sum of 10% of the total contract value of the accepted Bid. The performance Guarantee shall be in accordance and in the form given in **Annex "E"**
- b) If the successful Bidder fails to furnish Performance Guarantee as aforesaid his name will be placed in the list of defaulting contractors.
- (c) 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 his Bid Guarantee will be forfeited.
- (d) The letter of credit will be opened only after the receipt of the performance Guarantee. The performance guarantee shall be in favour of the Ceylon Petroleum Corporation and shall be valid for a period of not less than ninety (90) days from the date of anticipated final delivery to CPC stores.
- (e) To expedite opening of letter of Credit, the Supplier/Principal shall on his own account instruct his Bank to Fax/Email the Ceylon Petroleum Corporation, the date, amount and validity period of the Performance Guarantee.

**18. PRE-SHIPMENT INSPECTION**

*Third Party Inspection shall be arranged by the supplier in such a way that each consignment be subjected to a pre-shipment inspection for quality, quantity, packaging & Marking requirements at the sole discretion of CPC by an independent internationally recognized inspector proposed by supplier & approved by CPC. The cost involved for this inspection shall be indicated in the "Schedule of Prices" (Annex "B"). The quality and quantity determined by this independent inspector shall be binding on both parties. Inspection Report Signed & Stamped by the Third Party inspector & Mill Test Certificates (including Chemical Composition & Physical Properties) according to EN 10204 3.2 should be sent before the shipment to CPC by courier and CPC in return will send the Letter of Acceptance back to the supplier within 10 days after receipt of the original Inspection Reports. Shipment should be made only after receipt of CPC approval of the Third Party Inspection Report.*

*Certificate of Quality in detail, issued by a recognized Institute (such as ISO) accredited by the Government of the Country of Origin to issue such Certificates.*

*These requirements will be included in the Letter of Credit as Conditions.*

*In addition to the above 3rd party inspection Bidder shall allow CPC to witness the tests and perform inspection at the manufacturing site for minimum of 3 consecutive days. All the expenses relating to the inspection visit for two mechanical engineers nominated by CPC to the Bidder's testing site should be borne by the Bidder.*

*The principal should intimate well in advance the schedule of 3<sup>rd</sup> party inspection to arrange CPC engineers to witness the inspection for minimum of 3 consecutive days at manufacturing site.*

*The Bidder shall provide at his own cost the aforesaid two Engineers air tickets from Colombo / Bidder's inspection site / Colombo. Proper and reasonable facilities covering food, accommodation and inland traveling for examining, inspection testing and gauging such items and shall also supply free of charge such apparatus, materials, tools, gauges, labour & assistance as may be required from time to time for the purpose of such examinations, inspections, testing & gauging.*

*The CPC shall have full authority to reject any steel plate which does not in the opinion of the CPC Representative or Certifying Authority comply with the CPC specifications.*

**19. SHIPMENT AND DELIVERY**

*(a) The steel plates should be shipped from the country of origin or from the nearest port to the manufacturing country.*

*(b) Immediately after the consignment is shipped, the supplier shall send to Ceylon Petroleum Corporation, an Email / Fax stating the name of the Vessel with quantities shipped. Also, within 03 days from the date of the Bill of Lading, 04 copies of each of the following shipping documents shall be sent by courier, addressed to the Materials Manager, Ceylon Petroleum Corporation, Refinery Division, Materials Department, Sapugaskanda, Kelaniya, Sri Lanka.*

*(c)*

- i) Clean on Board, freight prepaid / freight to pay (as per award) Bills of Lading in favour of Sri Lankan Bank nominated by CPC, showing destination as Colombo and notifying party as Ceylon Petroleum Corporation.*
- ii) Manually signed invoices in quadruplicate, showing FOB, Local Agent's Commission if any, freight and C&F Colombo*
- iii) Packing List in quadruplicate.*

- iv) Certificate of Manufacturer stating that the items shipped were manufactured by them and indicating Country of Origin.

**20. DEFAULT BY SUCCESSFUL BIDDER**

- (a) If for any reason in the opinion of the Ceylon Petroleum Corporation, the successful Bidder becomes incapable or unable to supply the **Carbon Steel Plates** offered in his Bid within the specified delivery period, the Ceylon Petroleum Corporation shall have the right to obtain the goods from other sources without being liable in any manner, whatsoever, to the successful Bidder.
- (b) If the successful Bidder defaults in the supply or otherwise commits a breach of any of the provisions in the Contract with the Ceylon Petroleum Corporation for the supply of **Carbon Steel Plates** conforming with the Specifications, he shall be liable to pay to the Ceylon Petroleum Corporation, all losses, damages and expenses incurred by the Ceylon Petroleum Corporation in consequence of such default of breach.

**21. ASSURANCE ON DELIVERY**

The successful Bidder will be called upon to supply to the Ceylon Petroleum Corporation the **Carbon Steel Plates** conforming to specifications and strictly abide by the agreed delivery dates, which should be less than **60 Days** 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 items could be dispatched from the date of confirmation of the Order.

**22. PENALTY ON DELAYED DELIVERY**

If the successful bidder could not deliver the total quantity within the delivery period stipulated in above clause No. 21, a penalty charge of 2% of the total order value per calendar week up to a total value of 10% of the total order 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, partial deliveries are not acceptable & CPC reserves the right to cancel the award of the tender, if the items are not delivered within the period given in clause 21.

**23. PACKING**

Packing should be seaworthy and suitable to protect the goods from adverse weather conditions and shocks during the voyage handling & storage.

**24. FORCE MAJEURE**

Except as regards an act of God, war, strike, invasion, Civil War, rebellion, Tsunami, revolution, insurrection, military power, earth-quake, plagues, the Bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals or connected with the supply.

**25. BIDDER'S STANDARD CONDITIONS OF SALE**

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 Tender of CPC will prevail.

**26. ARBITRATION**

26.1 All the disputes arising out of this agreement will be settled in accordance with the provisions of the Arbitration Act No. 11 of 1995.

26.2 All proceedings and hearings by the Arbitrator shall be held in Sri Lanka Arbitration will be conducted under the rules of the ICLP Arbitration Center and the Arbitration Act No. 11 of 1995.

**27. DECLARATION**

Bidders should declare that they have read the Conditions and that they make the offer in compliance with and subject to all the Conditions thereof and agree to execute the contract / perform the services in accordance with the said Conditions in the manner therein set out. A Form of Declaration of Bidder-**Annex 'C'** is attached.

**28. ANY OTHER INFORMATION**

28.1. Any other information or clarification required could be obtained from the Materials Manager, Ceylon Petroleum Corporation, Refinery Division, P. O. Box 11, Kelaniya, Sri Lanka not later than 12 days before the closing date of tender given in clause No. 05.

Telephone : 0094-11-2400110  
Fax : 0094-11-2400434 / 5528919  
E-mail : refmaterials@sltnet.lk

28.2. Where the Bidders have not sought any clarifications/information such Bidders shall be deemed to have accepted the Bidding Document in full.

CPC reserves the right to issue amendments to the Bidding document if and when deemed necessary, up to 08 days before the closing date of Tender given in Clause 05 and such amendments will be notified to all Bidders who have collected the Bidding documents.

**29. ABBREVIATIONS**

MPC - Ministry Procurement Committee  
Ministry of P&PRD - Ministry of Petroleum & Petroleum Resources Development  
CPC - Ceylon Petroleum Corporation  
FOB - Free on Board  
C&F - Cost and Freight  
CIF - Cost, Insurance & Freight  
L/C - Letter of Credit  
ICLP - Institute for the Development of Commercial Law & Practice  
PAL - Port and Airport Development Levy  
VAT - Value Added Tax  
NBT - Nation Building Tax  
SRL - Social Responsibility Levy

**SCOPE OF SUPPLY, SPECIFICATIONS & GENERAL CONDITIONS**

Items to be supplied:

<b>Item No.</b>	<b>Qty.</b>	<b>Unit</b>	<b>Description</b>
			<b>Carbon Steel Plates Conforming to Material ASTM A 283 Gr. C</b>
			<i>Size</i>
01.	20	No.	7000 × 1800 × 3 mm
02.	350	No.	6000 × 1800 × 5 mm
03.	90	No.	7000 × 1800 × 5 mm
04.	300	No.	7000 × 1800 × 6.35 mm
05.	30	No.	9200 × 1850 × 10 mm

CD

**General Conditions:**

01. Tolerances according to ASTM A6
02. Mill test certificates shall be provided in accordance with EN 10204 3.2.
03. Independent 3<sup>rd</sup> party inspector shall certify that the material specification is ASTM A 283 Gr. C & tolerance comply with ASTM A6.
04. Certificate of Quality in detail, issued by a recognized Institute (such as ISO) accredited by the Government of the Country of Origin to issue such Certificates.
05. Following information to be clearly indicated on each plate by steel dye stamping or by water resistant paint.
  - a. Heat number & Material Specification
  - b. CPC order & Tender Number
  - c. Supplier's name & origin

**ANNEX – 'B' (Section 1 of 2 – If offered in foreign currency)**

**SCHEDULE OF PRICES FOR THE SUPPLY OF CARBON STEEL PLATES**

Item No.	Qty. Required	Unit	Description	FOB Price (Currency.....)	
				Unit	Total
			<b>Carbon Steel Plates Conforming to Material ASTM A 283 Gr. C</b>		
01.	20	No.	7000 × 1800 × 3 mm		
02.	350	No.	6000 × 1800 × 5 mm		
03.	90	No.	7000 × 1800 × 5 mm		
04.	300	No.	7000 × 1800 × 6.35 mm		
05.	30	No.	9200 × 1850 × 10 mm		

		Amount (Currency .....
Less Discount, if any		
Cost of 3 <sup>rd</sup> party inspection		
Cost of CPC Witness Inspection		
<b>Total FOB</b> – Including 3 <sup>rd</sup> Party & CPC Witness Inspection Charges & Excluding Local Agency Commission (if any)		
Total freight charges		
Total C & F cost	Amount in figures	
	Amount in words	

		Without VAT	With VAT
Local Agency Commission, if any	Amount in figures	Rs.	Rs.
	Amount in words		

Offer Validity .....

Name of Manufacturer .....

Name(s) of proposed 3<sup>rd</sup> party Inspection Companies } 1 .....

2 .....

3 .....

Country of Origin .....

Port of Shipment .....

Delivery Period .....

Name & Address of Local Agent, if any .....

.....

.....  
Date Signature of Bidder (Principal Supplier) Company Stamp

**ANNEX – 'B'** (Section 2 of 2 – If offered in Sri Lankan Rupees)

**SCHEDULE OF PRICES FOR THE SUPPLY OF CARBON STEEL PLATES**

Item No.	Qty. Required	Unit	Description <b>Carbon Steel Plates Conforming to Material ASTM A 283 Gr. C</b>	Price (Rs.) without Taxes	
				Unit	Total
01.	20	No.	7000 × 1800 × 3 mm		
02.	350	No.	6000 × 1800 × 5 mm		
03.	90	No.	7000 × 1800 × 5 mm		
04.	300	No.	7000 × 1800 × 6.35 mm		
05.	30	No.	9200 × 1850 × 10 mm		

		Amount – Rs.
Less Discount, if any		
Cost of 3 <sup>rd</sup> party inspection		
Cost of CPC Witness Inspection		
Total Price - Without Taxes		
Transport Charges, if any		
NBT – If applicable		
VAT – If applicable		
<b>Total Delivered-at-site Price</b> Inclusive of cost of 3 <sup>rd</sup> Party & CPC Witness Inspection charges (with all taxes)	Amount in figures	
	Amount in words	

Offer validity .....

Name of Manufacturer .....

Name(s) of proposed 3<sup>rd</sup> party Inspection Companies } 1 .....

2 .....

3 .....

Country of Origin .....

Delivery Period .....

.....  
Signature of Bidder

Date : .....

Company Address: .....

.....  
Company Stamp

**DECLARATION OF BIDDER**

Chairman,  
Ministry Procurement Committee,  
Ceylon Petroleum Corporation

Dear Sir,

**TENDER FOR THE SUPPLY OF CARBON STEEL PLATES**

We hereby tender for the supply of the **Carbon Steel Plates** in conformity with the specifications as stated in the Instructions to Bidders.

Having perused the Instructions to Bidders for the supply of the **Carbon Steel Plates** and the Schedule of Prices referred to therein, I / We hereby agree to comply with the Conditions of the said Tender.

I / We undertake to conform to all the Terms & Conditions in the said Tender and the Schedule of Prices within the time specified.

I / We am / are fully aware that the acceptance of any Tender will be at the sole discretion of the Ministry Procurement Committee, Ceylon Petroleum Corporation.

.....  
Signature of Bidder

Date : .....

.....  
Company Stamp

**FORMAT OF 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]*  
**Tender Reference No.** .....  
**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 Invitations for  
Bids No. .... [insert IFG 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 a pay you any sum of 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  
obligations(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)]*

**FORMAT OF PERFORMANCE GUARANTEE**

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

Beneficiary :.....[Name and Address of Employer].....

Tender Reference No. : .....

Date : .....

**PERFORMANCE GUARANTEE NO : .....**

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

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

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

This guarantee shall expire, no later than the ..... day of .....,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.

.....  
[Signature(s)]

## **Format of Manufacturer's Authorization**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]*

Date: .....

Tender No.: .....

To: Chairman – Ministry Procurement Committee

WHEREAS

We .....*[insert complete name of MANUFACTURER]*, who are official manufacturers of .....*[insert type of goods manufactured]*, having factories at .....*[insert full address of Manufacturer's FACTORIES]*, do hereby authorize .....*[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us ..... *[Insert name and OR BRIEF DESCRIPTION OF THE GOODS]*, and to subsequently negotiate and sign the Contract.

We hereby confirm goods offered are in good condition & conforming to the specifications as mentioned in **Annex 'A'**.

.....  
*Signature of authorized representative of the Manufacturer*

Company Address: .....

.....  
Company Stamp

Title:

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Date : .....

**COMPLIANCE / DEVIATIONS SHEET**

Please mark "✓" if complied with the tender requirement or mark "X" if there is any deviation and indicate the deviation in the cage provided.

	<b>Specification / Condition</b>	<b>Complied</b>	<b>Deviations if any</b>
1.	<i>Bid-Bond per Annex 'D'</i>		
2.	<i>FOB, ,3<sup>rd</sup> Party Inspection Charges, Freight, Taxes (separately) Given</i>		
3.	<i>Offer Validity</i>		
4.	<i>Schedule of Prices (Annex "B") Duly Filled Stamped, Signed &amp; Forwarded</i>		
5.	<i>Agreed with Payment Terms &amp; Other Requirements</i>		
6.	<i>Agreed with Shipment &amp; Delivery conditions per Clause No. 19</i>		
7.	<i>Legally executed Power of Attorney per Clause No. 08</i>		
8.	<i>Form of Manufacturer's Authorization per Annex 'F'</i>		
9.	<i>Specifications &amp; Other Conditions as Annex 'A'</i>		
10.	<i>Agreed with Delivery Period per Clause No 21</i>		
11.	<i>Agreed with Penalty on Delayed Delivery per Clause No. 22</i>		
12.	<i>Agreed with Freight arrangement through Ceylon Shipping Corporation or any other freight forwarder</i>		
13.	<i>Literature / Catalogues &amp; Other Technical Data Given</i>		
14.	<i>Name of the Manufacturer given</i>		
15.	<i>Country of Origin, Port of Shipment &amp; the HS Code Given</i>		
16.	<i>Agreed with the Requirement for Pre-Shipment inspection as per clause No. 18 including Approval of CPC for 3rd Party Inspection Certificate according to EN 10204 type 3.2 to Permit Shipment</i>		
17.	<i>3rd Party Inspection Company Given</i>		
18.	<i>Certificate of quality requirement</i>		
19.	<i>Name &amp; Address of Local Agent (if any) &amp; Agency Commission Given</i>		
20.	<i>If Relevant, VAT Registration No. Given</i>		
21.	<i>Deviations from Specifications, terms &amp; conditions, if any, indicated</i>		
22.	<i>Documentary proof for recent supplies made to customers in similar magnitude Given</i>		
23.	<i>Declaration per Clause No. 27 Given</i>		
24.	<i>Compliance with Performance Guarantee per Clause No. 17</i>		
25.	<i>Copy of Business registration per Clause 09</i>		
26.	<i>Other Deviation, if any</i>		

Company Stamp

Signature of the Bidder  
**ANNEX "H"**

**COMPUTATION FORMULAE FOR IMPORTED GOODS**

Source – Sri Lanka Customs – Guidelines for levies calculation

Where

v	=	CIF value in Rupee
c	=	Cess levy under Sri Lanka Export Development Act
d	=	Customs Duty
s	=	Surcharge
e	=	Excise (Special Provisions) Duty (ED)
t	=	Value Added Tax (VAT)
i	=	Regional Infrastructure Development Levy (RIDL)
p	=	Port and Airport Development Levy (PAL)
l	=	Social Responsibility Levy (SRL)
r <sub>e</sub>	=	Rate of Excise (Special Provisions) Duty (ED)
r <sub>t</sub>	=	Rate of Value Added Tax (VAT)
r <sub>n</sub>	=	Rate of Nation Building Tax (NBT)

- Customs Duty (d) = (CIF value) × (Customs duty rate)  
or  
= (quantity) × (unit rate of customs duty)
- Surcharge (s) = (Customs duty) × (Surcharge rate)
- Cess Levy (c) = (v + 10% of v) × (Cess levy rate)  
or  
= (quantity) × (unit rate of Cess levy)
- Port and Airport Development Levy (p) = (CIF value) × (PAL rate)
- Nation Building Tax (n) = 
$$\frac{[1.1 + (1.5 r_e)] v r_n + [(d + s + c + p) \times (1 + r_e)] \times r_n}{(1 - r_e r_n)}$$
- Value Added Tax (t) = (v + 10% of v + d + s + c + p + e) × VAT rate
- Excise (Special Provisions) Duty (e) = 
$$\frac{[(1.15 + 1.1 r_t) * r_e v] + [(d + s + c + p) \times (1 + r_t)] \times r_e}{[1 - (r_e \times r_t)]}$$
- Regional Infrastructure Development Levy (i) = (v + d + s + c + p + t + e + l) × RIDL rate

- Social responsibility Levy (l) = (d + s + e) ×

## **INVITATION FOR BIDS**

### **MINISTRY OF PETROLEUM & PETROLEUM RESOURCES DEVELOPMENT** **CEYLON PETROLEUM CORPORATION - REFINERY DIVISION**

## **PUBLIC TENDER 3736T**

### **SUPPLY OF 790 NO. OF CARBON STEEL PLATES** **CONFORMING TO MATERIAL ASTM A 283 Gr. C** **(APPROX. WEIGHT - 420 MT)**

*The Chairman, Ministry Procurement Committee, Ministry of Petroleum & Petroleum Resources Development on behalf of Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka will receive sealed Bids from reputed Carbon Steel Plates manufacturers or their authorized export agents abroad or their authorized local agents (Manufacturer's or Export Agent's) for the supply of Carbon Steel Plates Conforming to Material ASTM A 283 Gr. C.*

*Bidding Documents can be obtained up to on 04-December-2009 free of charge.*

*Any Bidder submitting a bid, shall submit a Bank draft or a Bank Guarantee issued by a recognized Bank in Sri Lanka or a reputed foreign bank with the Bank guarantee confirmed by a bank operating in Sri Lanka (The local bank should be a commercial bank approved by the Central Bank of Sri Lanka) payable to the Ceylon Petroleum Corporation, in a sum of Rupees Eight Hundred Thousand (Rs. 800,000/=) along with the bid.*

*Bidding document, which comprises the conditions of the Tender and the specifications is available on websites [www.ceypetco.gov.lk](http://www.ceypetco.gov.lk) , [www.pfd.gov.lk](http://www.pfd.gov.lk) & [www.news.lk](http://www.news.lk) .*

*Alternatively, Bidding documents could also be obtained from the under mentioned.*

*Bids will be received by the Chairman, Ministry Procurement Committee until 1400 hours on 09-December-2009 and will be opened thereafter at 1430 hours, on the same day at the Refinery Conference Room.*

**MATERIALS MANAGER,  
CEYLON PETROLEUM CORPORATION,  
REFINERY DIVISION,  
SAPUGASKANDA,  
KELANIYA, SRI LANKA**

**TEL. 011-2400110**