



# CEYLON PETROLEUM CORPORATION

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

## REFINERY DIVISION

### PUBLIC TENDER 4132T

### BIDDING DOCUMENT

## ***DESIGN, SUPPLY & INSTALLATION OF LIGHTENING PROTECTION SYSTEM FOR CRUDE OIL STORAGE TANK***

### INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT & TECHNICAL SPECIFICATIONS

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

**Fax : 0094-11-2400434 / 5528919 / 2400436**  
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**C O N T E N T S**

**1. INSTRUCTIONS TO BIDDERS**

- 1.1 Introduction
- 1.2 Issue of Bidding Document
- 1.3 Documents & Details to accompany Bid
- 1.4 Submission of Bids
- 1.5 Sealing, Marking, Closing & Receipt of Bids
- 1.6 Minimum Validity Period of bids.
- 1.7 Clarifications
- 1.8 Opening of Bids
- 1.9 Late Bids
- 1.10 Letter of Authorization
- 1.11 Business Registration & Public Contract Registration
- 1.12 Bid-Securing Declaration
- 1.13 Schedule of Prices
- 1.14 Correction of Errors
- 1.15 Evaluation of bids
- 1.16 Power to Accept or Reject Bids
- 1.17 Notice of Acceptance

**2. CONDITIONS OF CONTRACT**

- 2.1 Bidders Standard Conditions of Sales
- 2.2 Mode of Payment
- 2.3 Shipment and Delivery
- 2.4 Default by Successful Bidder
- 2.5 Assurance on Delivery
- 2.6 Packing
- 2.7 Credit or Aid Lines
- 2.8 Local Taxes / Customs Levies
- 2.9 Force Majeure
- 2.10 Arbitration / Applicable Law
- 2.11 Warranty

**3. SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS & OTHER CONDITIONS**

**4. ANNEXURES**

- (A) Format of Bid-Securing Declaration
- (B) Schedule of Prices
- (C) Format of Manufacturer's Authorization
- (D) Format of Performance Guarantee
- (E) Abbreviations
- (F) Form of Compliance/ Deviation Sheet

## **01. INSTRUCTIONS TO BIDDERS (ITB)**

### **1.1. INTRODUCTION**

The Chairman, Departmental Standing 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 Design, Supply & Installation of **Lightening Protection System** for a Crude Oil Storage Tank conforming to the Terms & Technical Specifications indicated in Section 3 and Terms & Conditions given under this Bidding Document.

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and CPC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **1.2. ISSUE OF BIDDING DOCUMENTS**

Bidding Documents can be obtained up to 1500 hrs on 22-April-2016 free of charge.

### **1.3. 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 will result in the bid being rejected.
01. Name & the profile of the Manufacturer and Country of origin
  02. Bid-Securing Declaration
  03. Manufacturer's Authorization Letter as per **Annex 'C'** including the certification that the goods offered are in good condition & conforming to the specifications
  04. Letter/s of Authorization – Vide Clause 1.10
  05. Schedule of Prices – **Annex 'B'** duly completed and signed.
  06. If offered in foreign currency, a pro-forma invoice from the foreign principal.
  07. Copy of Business Registration & Public Contract Registration per Clause 1.11
- 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. Form of Compliance / Deviation Sheet – **Annex 'E'**. Any other deviation to be clearly indicated in Annex 'G' in an attachment.

All documents shall be in English Language.

**Note:**

(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)

#### **1.4. SUBMISSION OF BIDS**

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 purchased from the Ceylon Petroleum Corporation for such purpose.

#### **Note: Alternative Bids / Options**

Multiple bids from same manufacturer can be submitted as separate bids.

#### **1.5 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. 4132T FOR THE SUPPLY OF **LIGHTENING PROTECTION SYSTEM** – CLOSING DATE 27-APRIL-2016" 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, DSPC, Ceylon Petroleum Corporation, Refinery Division, Materials Department, Sapugaskanda, Kelaniya, Sri Lanka not later than 1430 hours on 27-April-2016. 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 Refinery Manager, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

#### **Important:**

- ***E-mail offers are not entertained.***
- ***If a bidder decides to send the bid through fax at bidders own discretion, then only the Fax No. 0094-11-2400436 & 2400102 should be used.***
- ***Bids sent to any other fax number will not be entertained.***

***However, only the clarifications data sheets, product literature & other communications can be made through email address [refnmaterials@sltnet.lk](mailto:refnmaterials@sltnet.lk) .***

#### **1.6. 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 subject to any price variation within the validity period of offer specified in (a) above.
- (c) In exceptional circumstances, prior to the expiration of the bid validity period, CPC may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security/deposit. A Bidder granting the request shall not be required or permitted to modify its bid.

## **PUBLIC TENDER 4132T**

- (d) On acceptance of the offer within the period of 91 days the validity of offer should be extended by another 14 days for purposes of opening Letter of Credit and other required documentation.

Bids that do not comply with the above requirements will be rejected as non-responsive.

### **1.7. CLARIFICATIONS**

#### **1.7.1**

- (a). Any other information or clarification required could be obtained from the  
Materials Manager,  
Ceylon Petroleum Corporation,  
Refinery Division, Sapugaskanda,  
Kelaniya, Sri Lanka.

Fax : 0094 - 112400434 / 436 / 5528919

E-mail : [refmaterials@sltnet.lk](mailto:refmaterials@sltnet.lk)

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

#### **1.7.2 – Amendments**

CPC reserves the right to issue amendments to the Bidding document if and when deemed necessary, up to 10 days before the closing date of Tender given in Clause 1.5 and such amendments will be notified to all Bidders who have collected the Bidding documents.

### **1.8. OPENING OF BIDS**

Bids will be closed at 1430 hours on 27-April-2016 & will be opened immediately thereafter 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.

### **1.9 LATE BIDS**

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

### **1.10 LETTER OF AUTHORIZATION**

- (a) Offers from agents representing Principals abroad, will not be considered unless they hold the Letter Of Authorization 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 bid being awarded.

## **PUBLIC TENDER 4132T**

- (b) The agent signing the Bidding Document on behalf of the Principal shall state the Principal's name, 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 documentary proof of his arrangements with 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.

### **1.11 BUSINESS REGISTRATION & PUBLIC CONTRACT REGISTRATION**

- A) Local Agents in Sri Lanka, submitting the Bid should register with the Registrar of Companies and shall produce a copy of the valid Certificate (legally attested copy) 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.
- B) Any person who act as an agent or sub-agent, representative or nominee for or on behalf of any bidder / principal supplier, shall register himself and such public contract as per Public Contracts Act, No 3 of 1987 for every public contract exceeding five million rupees (SLR) & a copy of the valid Certificate of registration issued by the Registrar of Public Contracts shall be forwarded for collection of bidding documents. All bidders should submit the registration certificate along with the bid.

Where any person is an agent, sub-agent, representative or nominee for or on behalf of a bidder / principal supplier he shall first produce a certificate of his appointment as agent, sub-agent, representative or nominee to the Registrar before he registers himself under the public contract. [Contact details of the Registrar: Department of Registrar of Companies, "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 / Tel.: +94-11-2689208 / +94-11-2689209 / Email: registrar@drc.gov.lk .(Contact details may vary from actuals & CPC does not take any responsibility in this regard)]

### **1.12 BID-SECURING 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 Bid-Securing Declaration-Annex 'A' is attached.

- a. **If offered in C&F basis – The Local Agent, the Foreign Principal & the Manufacturer shall be suspended in case of failure / default as per Bid-Securing Declaration – Annex "A".**
- b. **If offered in Delivered-at-Site basis – The Local bidder shall be suspended in case of failure / default as per Bid-Securing Declaration – Annex "A".**

## **PUBLIC TENDER 4132T**

Failure to submit the Bid-Securing Declaration 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.

### **1.13. 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 & installation charges (if any) 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 will 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) The principal bidder (the receiver of payment) should essentially be sign the Schedule of Prices.

### **1.14. 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.
- (d) If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited or its bid securing declaration executed.



**1.15. EVALUATION OF BIDS**

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

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 will be evaluated on total cost 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.

**1.16 POWER TO ACCEPT OR REJECT BIDS**

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

**1.17. 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 DSPC 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.

**02. CONDITIONS OF CONTRACT (COC)****2.1. BIDDER'S STANDARD CONDITIONS OF SALE**

Bidder's standard conditions of sale, usually printed on the reverse side of the Performa Invoice or in a separate format will not be accepted. The Conditions of this tender will prevail.

**2.2. MODE OF PAYMENT**

2.2.1 Mode of payment will be by 100% an irrevocable Non-transferable Letter of Credit. The following information is very essential for CPC 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.

- 2.2.1.1 Pro-forma Invoice Number, Date, Supplier's Address & Contact details such as Fax No, E-mail & Tel. Number.
- 2.2.1.2 Country of Origin of the goods.
- 2.2.1.3 Country of Shipment of goods.
- 2.2.1.4 The Harmonized System (HS) Number or Numbers for each item of goods.
- 2.2.1.5 State mode of shipment i.e. whether by Airfreight or Sea freight
- 2.2.1.6 Name and address of the bank for negotiation of L/C.

2.2.2 Agency Commission will be paid after receipt of goods at CPC warehouse and on satisfactory completion of the installation & commissioning of the system. In the "Schedule of Prices", the Bidder shall indicate the Agent's Commission in Sri Lankan Rupees & the local agency commission will be paid only in Sri Lankan Rupees.

2.2.3 Any payment term requiring advance payments will not be acceptable to CPC.

**2.3. SHIPMENT AND DELIVERY**

(a) 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.

(b)

- 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.
- v) 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.

#### **2.4. 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 **Boiler Tubes** 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 **Boiler Tubes** 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.

#### **2.5. ASSURANCE ON DELIVERY**

The successful Bidder will be called upon to supply to the Ceylon Petroleum Corporation the Boiler Tubes conforming to specifications and strictly abide by the agreed delivery dates, which should be within 90 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 item could be dispatched from the date of confirmation of the Order.

#### **2.6 PACKING**

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

#### **2.7. CREDIT OR AID LINES**

If the Boiler Tubes offered could be supplied under any Credit or Aid Line available between the Supplier's Country and the Government of the Democratic Socialist Republic of Sri Lanka, such arrangements shall be indicated in the Bid.

#### **2.8. LOCAL TAXES/CUSTOMS LEVIES**

Cost of Insurance, Customs Duty at the Port of Colombo and other levies will be paid by the CPC, and should not be included in the bid price.

#### **2.9. 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.

**2.10. ARBITRATION/ APPLICABLE LAW**

- 2.10.1 All the disputes arising out of this agreement will be settled in accordance with the provisions of the Arbitration Act No. 11 of 1995, Sri Lanka & UNCITRAL rules.
- 2.10.2 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, Sri Lanka.
- 2.10.3 The law applicable to this procurement / contract is Sri Lankan Law.

**2.11. WARRANTY**

- 2.11.1 Supplier should give a manufacturer's warranty for all the equipment Supplied by him for a minimum period of 12 months from the date of commissioning. Warranty Conditions shall be clearly indicated in the quotation.
- 2.11.2 Any defect found during this warranty period should be attended to by the supplier at his own cost (labour & spare parts), and any defective parts should be replaced with new parts free of charge.
- 2.11.3 All equipment offered should be brand new and proven system and no Prototype systems should be offered.
- 2.11.4 All material offered should have a minimum of 14 months shelf life (if relevant) from the date of shipment.

**3. SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS & OTHER CONDITIONS**

*Item to be Supplied:*

**Qty. Unit Description**

**01 No. *Lightening Protection System for a Crude Oil Storage Tank***

*(As per the following Specifications & General Conditions)*

**SPECIFICATIONS**

*Design, Supply & Installation of lightening protection system for floating roof crude oil storage tank according to API RP 545*

- |                       |   |                       |
|-----------------------|---|-----------------------|
| 1. Tank diameter      | - | 66 meters             |
| 2. Tank height        | - | 15.8 meters           |
| 3. Existing seal type | - | pss I pantograph seal |
| 4. Product stored     | - | crude oil             |
| 5. Present status     | - | tank is in service    |

**General Conditions**

- 1. Bidder shall send printed technical literature about their proposed lightening protection system along with the offer.*
- 2. Proposed lightening protection system shall be able to install while tank is in service.*
- 3. Bidder shall send list of users of proposed lightening protection system along with the offer.*
- 4. Preventive maintenance & condition monitoring schedules for the proposed lighting protection system shall be sent along with the offer.*
- 5. Documentary proof that the product quoted is complying with requirements of API RP 545 shall be sent along with the quotation.*

*Note:*

*It is expected some lightening during month of April as Sri Lanka is a tropical country*

**Bid-Securing Declaration**

Date: .....

Name of contract: ***Purchase of Lightening Protection System***  
Invitation for Bid No.: ***Public Tender 4132T***

To: ***The Chairman, DSPC***  
***Ceylon Petroleum Corporation, Refinery Division,***  
***Sapugaskanda, Kelaniya, Sri Lanka***

We, the undersigned, declare that:

1. We understand that, according to Instructions to Bidders (hereinafter “ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have been invited by Ceylon Petroleum Corporation, for the period of time of two years starting on the latest date set for closing of bids of this bid, if we:
  - (a) withdraw our Bid during the period of bid validity period specified; or
  - (b) do not accept the correction of errors in accordance with the ITB of the Bidding Documents; or
  - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are 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; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a joint venture (JV), the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the Letter of Intent.

.....  
Signed [insert signature(s) of authorized representative]

In the Capacity of [insert title] .....

Name [insert printed or typed name] .....

Duly authorized to sign the bid for and on behalf of [insert authorizing entity] .....  
..... Dated on .....

.....  
*Company Stamp*

**SCHEDULE OF PRICES**  
**DESIGN, SUPPLY & INSTALLATION OF LIGHTENING PROTECTION SYSTEM**

<i>Item No.</i>	<i>Qty. Rqd</i>	<i>Unit</i>	<i>Description</i>	<i>FOB Price (Currency.....)</i>
01.	01	No.	Lightening Protection System	

		<i>Amount (Currency .....)</i>
<i>Less Discount, if any</i>		
<i>Total FOB – Excluding Local Agency Commission (if any)</i>		
<i>Freight charges</i>		
<i>Total C &amp; F cost</i>	<i>In numerical</i>	
	<i>In words</i>	

<i>Cost of Installation – If any</i>	
--------------------------------------	--

		<i>Without Taxes</i>	<i>With VAT, NBT – if applicable</i>
<i>Local Agency Commission, if any - <b>Rs.</b></i>	<i>In numerical</i>		
	<i>In words</i>		

<i>H. S. Code / s</i>	
-----------------------	--

*Offer Validity* .....  
*Name of Manufacturer* .....  
*Country of Origin* .....  
*Port of Shipment* .....  
*Delivery Period* .....  
*Name of Principal Bidder per clause 08.e* .....  
*Name & Address of Local Agent, if any* .....  
.....

.....  
Date

.....  
Signature of Bidder (Principal Supplier)

.....  
Company Stamp

## **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.]*

Tender No.: .....

To: Chairman – Department 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 all 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 all goods offered are manufactured by us & are in good condition & conforming to the specifications exactly as mentioned in **Scope of Supply, Technical Specifications & Other Conditions**. (Any deviation to be clearly indicated below)

.....  
*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 manufacturer]*

Date : .....



**ABBREVIATIONS**

DSPC	-	Departmental Standing Procurement Committee
CPC	-	Ceylon Petroleum Corporation
ASTM	-	American Standards of Testing Material
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

**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-Securing Declaration per Clause No. 1.12 Given</i>		
2.	<i>FOB, Freight, Taxes (separately) Given</i>		
3.	<i>Offer Validity – 91 Days</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. 2.4</i>		
7.	<i>Letter of Authorization/s per Clause No. 1.10</i>		
8.	<i>Format of Manufacturer's Authorization per Annex 'C'</i>		
9.	<i>Specifications &amp; Other Conditions as Section 3</i>		
10.	<i>Agreed with Delivery Period per Clause No 2.5</i>		
11.	<i>Agreed with Freight arrangement through Ceylon Shipping Corporation or any other freight forwarder</i>		
12.	<i>Literature / Catalogues &amp; Other Technical Data Given</i>		
13.	<i>Name of the Manufacturer given</i>		
14.	<i>Country of Origin, Port of Shipment &amp; the HS Code/s Given</i>		
15.	<i>Name &amp; Address of Local Agent (if any) &amp; Agency Commission Given</i>		
16.	<i>If Relevant, VAT Registration No. Given</i>		
17.	<i>Deviations from Specifications, terms &amp; conditions, if any, indicated</i>		
18.	<i>Documentary proof for recent supplies made to customers in similar magnitude Given</i>		
19.	<i>Copy of Business registration &amp; Public Contract registration per Clause 1.11</i>		
20.	<i>Other Deviation, if any</i>		

.....  
Company Stamp

.....  
Signature of the Bidder

**INVITATION FOR BIDS**

**CEYLON PETROLEUM CORPORATION**  
**(REFINERY DIVISION)**

**PUBLIC TENDER 4132T**

**DESIGN, SUPPLY & INSTALLATION OF LIGHTENING**  
**PROTECTION SYSTEM FOR CRUDE OIL STORAGE TANK**

*The Chairman, Department Procurement Committee, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka will receive sealed Bids from reputed manufacturers, their authorized export agents abroad or their authorized local agents (Manufacturer's or Export Agent's) for the Design, Supply & Installation of Lightning Protection System for Crude Oil Storage Tank.*

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

*Alternatively, Bidding documents could also be obtained from the under mentioned on any working day up to 1500 hrs on 22-April-2016 free of charge.*

*Bids will be received by the Chairman, Department Procurement Committee until 1430 hours on 27-April-2016 and will be opened immediately thereafter at the Refinery Conference Room.*

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

**Tel.: 0094-11-2400110**

**Email: [ref.materials@ceypetco.gov.lk](mailto:ref.materials@ceypetco.gov.lk)**

# මිළ ගණන් කැඳවීමයි

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව (පිරිපහදු කාර්යාංශය)

## ප්‍රසිද්ධ ටෙන්ඩර් - 4132T

### බොර තෙල් ගබඩා කරන ටැංකියක අකුණු ආරක්ෂණ පද්ධතියක් (LIGHTENING PROTECTION SYSTEM) සැලසුම් කිරීම, සැපයීම සහ සවිකිරීම

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව, පිරිපහදු කාර්යාංශය, සපුගස්කන්ද, කැළණිය, ශ්‍රී ලංකාව හි දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවෙහි සභාපති විසින් නියෝජ්‍යයන්ගෙන් හෝ විදේශයන්හි සිටින ඔවුන්ගේ බලය ලත් අපනයන කරුවන්ගෙන් හෝ ඔවුන් බලය පවරන ලද දේශීය නියෝජිතයන්ගෙන් හෝ මිළ ගණන් කැඳවීමේ පත්‍රයේ සඳහන් පිරිවිතර හා කොන්දේසි වලට සම්පූර්ණයෙන් අනුකූල වූ බොර තෙල් ගබඩා කරන ටැංකියක අකුණු ආරක්ෂණ පද්ධතියක් සැලසුම් කිරීම, සැපයීම සහ සවිකිරීම සඳහා මුද්‍රා තබන ලද මිළ ගණන් කැඳවනු ලැබේ.

මිළ ගණන් කැඳවීමේ පත්‍රයේ කොන්දේසි සහ පිරිවිතර [www.ceypetco.gov.lk](http://www.ceypetco.gov.lk) යන වෙබ් අඩවියෙහි අන්තර්ගත වේ.

තවද ටෙන්ඩර් පත්‍ර පහත සඳහන් අයගෙන්ද 2016-අප්‍රේල්-22 දින 1500 වන පැය දක්වා කාර්යාල දිනවලදී නොමිලේම ලබා ගත හැකිය.

මිළ ගණන්, දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවේ සභාපති විසින් 2016-අප්‍රේල්-27 දින 1430 පැය දක්වා බාරගන්නා අතර එම මොහොතේම පිරිපහදු සම්මන්ත්‍රණ ශාලාවේදී විවෘත කරනු ලැබේ.

දුට්‍ය කළමනාකාර  
ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව  
පිරිපහදු කාර්යාංශය,  
සපුගස්කන්ද,  
කැළණිය, ශ්‍රී ලංකාව

දු.ක. 011 2 400 110  
වි.තැ. [ref.materials@ceypetco.gov.lk](mailto:ref.materials@ceypetco.gov.lk)