



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

REFINERY DIVISION

PUBLIC TENDER 4252T

BIDDING DOCUMENT

**DESIGN, SUPPLY & COMMISSIONING
OF ELECTRIC MOTOR DRIVEN
RECIPROCATING TYPE PROCESS GAS
COMPRESSOR – 04K1C**

INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT &
TECHNICAL SPECIFICATIONS

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01. INSTRUCTIONS TO BIDDERS (ITB)

1.1. INTRODUCTION

The Chairman, Ministry Procurement Committee, Ministry of Highways, Road Development & Petroleum Resources Development 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 & Commissioning of Electric Motor Driven Reciprocating Type Process Gas Compressor** 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 on 25-October-2019. Any Bidder calling for Bidding Documents, shall pay a non-refundable Bidding Document fee of Rs. 12,500/=per set to the Cashier, CPC Head office, No. 609, Dr. Danister de Silva Mawatha, Colombo – 09.

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 Manufacturing
 02. Bid Security Guarantee
 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. Availability of Mill Test Certificates (including Chemical Composition & Physical Properties) according to EN 10204 type 3.1 to be indicated
 07. A copy of the receipt obtained for payment of Rs. 12,500.00.
 08. If offered in foreign currency, a pro-forma invoice from the foreign principal.
 09. 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 'F'**. Any other deviation to be clearly indicated in Annex 'G' in an attachment.
 03. Bidder's consent to accept the Shipment & Delivery Clause 2.3. (c)

All documents shall be in English Language.

Note:

* Manufacturers / Suppliers those who are interested in getting registered with CPC for supply of material / equipment needed for Petroleum Refining Industry may send their request along with company profile, user profile and their scope of supply to the Manager (Materials) to consider for registration for future supplies.

(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. 4252T FOR THE DESIGN, SUPPLY & COMMISSIONING OF ELECTRIC MOTOR DRIVEN RECIPROCATING TYPE PROCESS GAS COMPRESSOR**– CLOSING DATE 30-OCTOBER-2019" 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, C/O Secretary to the Refinery Manager, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka not later than 1430 hours on 30-October-2019. 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.

However, if a bidder decides to send the bid through fax/email at bidders own discretion, then only the Fax No. **0094-11-2400436 & 2400102** & email ID **reftend@slt.net.lk** should be used complying with ITB Clause 1.3. Only for the purpose of clarifications, data sheets, product literature (only for bidders those who have sent bids by email or fax) & other communications, the email address **refmaterials@slt.net.lk** can be used.

- **Bids sent to any other fax number or email IDs are strictly not entertained.**
- **Bids by email should be sent well in advance enabling CPC to get such bids printed & sent to the opening table in time.**

1.6. MINIMUM VALIDITY PERIOD OF BIDS

- (a) All bids shall necessarily be valid up to 29-January-2020.

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- (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.
- (d) On acceptance of the offer within the above mentioned validity date 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 under mentioned not later than 10 days before the closing date of tender given in clause No. 1.5

Manager (Materials),
Ceylon Petroleum Corporation,
Refinery Division, Sapugaskanda,
Kelaniya, Sri Lanka.

Fax : 0094 - 112400434 / 436 / 5528919

E-mail : refmaterials@sltnet.lk

Clarifications should not be sent to the address refmend@sltnet.lk as such clarifications will not be replied

- (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 30-October-2019 & 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 fulfil all the terms and conditions of the contract, in the event of the bid being awarded.
- (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 SECURITY GUARANTEE

Each Bid shall 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 Guarantee issued by a recognized commercial Bank in Sri Lanka approved by the Central Bank of Sri Lanka or a foreign bank with the guarantee confirmed by a recognized commercial bank operating in Sri Lanka payable to the Ceylon Petroleum Corporation, in a sum of Sri Lankan Rupees 500,000/=.

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The Bid Guarantee 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 bid. A format of Bid Security guarantee is attached (Annex 'A').

Bid Guaranties received from unsuccessful Bidders will be returned to them after an award is made. The Bid Security Guaranty of the successful Bidder will be returned after receipt of the Performance Guarantee.

Important:

Failure to submit the Bid Guaranty at the time or before the closing of Bids (which is considered as a major deviation) 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) **Annex 'B'** shall be completed by the bidder in full. 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 prices- 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 sign the Schedule of Prices.
- (g) Bids on C&F (CFR) / Foreign currency are preferred than giving a Rupee bid on Import & Supply basis. However, if the bidder intend (i) to import & supply (ii) to supply newly manufactured imported items / locally manufactured items which are available locally on Ex-Stock basis (iii) to supply items which will be manufactured locally, please forward offers in Sri Lankan Rupees on "Delivered-at-Site" basis as per Annex B – Section 2 of 2

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

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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

- (a) 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.
- (b) Only the bids determined to be substantially responsive will be evaluated and compared. Award will be made to the lowest responsive evaluated bid.
- (c) Offers will be evaluated on total cost basis including Local Agency Commission (if any).
- (d) However, CPC reserves the right to evaluate bids with freight obtained from Ceylon Shipping Corporation, insurance obtained from government approved institutions and place orders either on CIF basis or C&F basis or FOB basis and to arrange freight through Ceylon Shipping Corporation or any other freight forwarder & insurance from any government approved institution.
- (e) Also, CPC reserves the right to evaluate bids on item wise price or lump sum basis & make split orders / single order considering the economic benefit to CPC provided such split orders are acceptable to the bidders (s) selected by CPC.

Bids for part supply of items may be rejected depending on the nature of the requirement..

- (f) 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.
- (g) Offers are evaluated on C&F basis in general. However, if any bid on Delivered at Site basis is available, evaluation will be done 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.
- (h) 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.

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(i) PRICE PREFERENCE FOR THE ADDITIONAL PERIOD OF WARRANTY

Additional period of Comprehensive Warranty offered by bidders (if any) will entitle for a price preference of **0.5%** per additional year up to a ceiling of **1%** preference. In such case if the additional warranty period offered is “**Y**” years, the FOB price taken for bid evaluation will be the quoted FOB Price multiplied by $(100-0.5Y)\%$.

1.16 POWER TO ACCEPT OR REJECT BIDS

- (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.

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 MPC decision. Any change of address of the bidder should be promptly notified to the Manager (Materials), Ceylon Petroleum Corporation, Materials Department, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

02. CONDITIONS OF CONTRACT (COC)

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.

2.1. 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 recognized Commercial Bank in Sri Lanka or a Foreign Bank with the Guarantee confirmed by a recognized Commercial Bank operating in Sri Lanka, and approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum equivalent to 10% of the grand total value given in Annexure "B" of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Annexure "E".
- 2.1.2** If the successful Bidder fails to furnish Performance Guarantee as aforesaid his name will be placed in the list of defaulting contractors.
- 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 his Bid Guarantee, will 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 favor of the Ceylon Petroleum Corporation and shall be valid for a period of not less than Three Hundred and Sixty Five (365) days from the expected date of successful commissioning of the Compressor.
- 2.1.5** To expedite opening of Letter of Credit (L/C), the successful bidder 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.

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.

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2.2.2 Agency Commission will 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 & the local agency commission will be paid only in Sri Lankan Rupees.

2.2.3 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.

If the bidder requests, local L/C can be opened in case of Delivered-at-Site basis.

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

2.2.5 No payment will be made to local entity in foreign currency.

2.3. Pre-shipment Inspection & Witness of Inspection by Third Party

Gas Compressor should be subjected to a pre-shipment inspection for quality, quantity, packaging & marking requirements at the sole discretion of CPC by the independent internationally recognized Third Party Inspector accepted by CPC. The cost involved for this inspection shall be borne by the supplier. The quality and quantity determined by this independent inspector shall be binding on both parties. Third Party Inspection Report should be sent 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 Report. Shipment should be made only after receipt of CPC approval of the Third Party Inspection Report. These terms shall be included in the Letter of Credit as a Condition.

In addition to the above 3rd party inspection VENDOR/BIDDER shall allow three (03) CPC engineers to witness the performance / mechanical run test, procedures and perform inspection at the manufacturing site for minimum of 03 consecutive days. The principal should intimate well in advance the schedule of 3rd party inspection to arrange CPC engineers to witness inspection for minimum of 03 consecutive days at manufacturing site.

The VENDOR/BIDDER shall give forty five (45) days’ notice to CPC before testing or inspection with seven (07) days confirmation notice. Expenses related to the inspection visit for four engineers nominated by CPC to the VENDOR’S/BIDDER’S testing site should also be borne by the VENDOR / BIDDER.

However, cost of air tickets, food and lodging for aforesaid four engineers will be arranged & borne by CPC up to nearest international airport to the manufacturing site & the VENDOR/ BIDDER shall provide proper and reasonable facilities at his own expense for the four CPC Engineers, covering inland travelling for examining including pick-up from airport and drop to airport, inspection, testing, necessary personal protective equipment (PPE) 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 material or workmanship which does not comply with the tender specifications and other conditions. Any inspection by the CPC or the CERTIFYING AUTHORITY REPRESENTATIVE (S) shall not absolve VENDOR / BIDDER from his responsibility to ensure that specification requirements are met.

2.4 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 Manager (Materials), Ceylon Petroleum Corporation, Refinery Division, Materials Department, Sapugaskanda, Kelaniya, Sri Lanka.
- 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.
- (b) It is the responsibility of the supplier to submit the shipping documents complied with payment terms to the bank & make them available at the nominated bank in Sri Lanka in time enabling CPC to clear the cargo from customs & airport / harbor. However, in case of cargo demurrage / detention charges / shipping guarantee charges incurred due to delay in submitting shipping documents, the supplier is held liable for such charges & the supplier should reimburse such costs incurred to CPC within 14 days of receipt of a claim with supporting documents from CPC.

Bidder not agreeing to this 2.4 (b) clause may result in the bid being rejected.

2.5. 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 **Design, Supply & Commissioning of Electric Motor Driven Reciprocating Type Process Gas Compressor** 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 **Design, Supply & Commissioning of Electric Motor Driven Reciprocating Type Process Gas Compressor** 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.

2.6. ASSURANCE ON DELIVERY

- a. The successful Bidder will be called upon to **Design & Supply** to the Ceylon Petroleum Corporation the **Electric Motor Driven Reciprocating Type Process Gas Compressor** conforming to specifications and strictly abide by the agreed completion dates, which should be less than **12 Months** from the date of establishment of the Letter of Credit / confirmation of the order. (Shorter completion 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.

Commissioning, final testing and training of CPC operators shall be done by the supplier after the installation of the compressor by CPC staff.

b. Liquidated Damages

The contractor shall pay to CPC, as liquidated damages for failure to comply with contractor's obligation to comply with the delivery schedule within the time Guaranteed, an amount equivalent to **1/12th** per cent of the contract value for each calendar day after the said date, subject however that the maximum liability of contractor will not exceed **5 (five)%** of contract price. In the event of force majeure, an extension of the granted completion time or direct results thereof, the completion date shall be extended, if the contractor request in writing, by such a period of time as shall be deemed reasonable by CPC.

2.7. PACKING

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

2.8. CREDIT OR AID LINES

If the **Gas Compressor** 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.

2.9. 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.

2.10. 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.

2.11. ARBITRATION/ APPLICABLE LAW

2.11.1 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.

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

2.11.3 The law applicable to this procurement / contract is Sri Lankan Law.

2.12. WARRANTY

- 2.12.1 Supplier should give a manufacturer's warranty for all the goods Supplied by him for a minimum period of 12 months from the **date of commissioning**. Warranty Conditions shall be clearly indicated in the quotation.
- 2.12.2 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.
- 2.12.3 All equipment offered should be brand new and proven system and no Prototype systems should be offered.
- 2.12.4 All material offered should have a minimum of 14 months shelf life (if relevant) from the date of shipment.
- 2.12.5 Please refer clause 1.15 (i) regarding additional warranty offered.

3. SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS & OTHER CONDITIONS

Items to be Supplied:

Item No.	Qty.	Unit	Description
01.	01	No.	Electric Motor Driven, Direct Coupled, Reciprocating Type Process Gas Compressor for Gas Oil Unifiner Unit (CPC Tag No: 04K1C) as per the latest edition of API Standard 618.

1. Introduction

The specifications and the scope of supply contained hereof together with API and other specification sheets are general requirements for the design, manufacture, testing, supply and commissioning of an **Electric Motor Driven, Direct Coupled, Reciprocating Type Process Gas Compressor for Gas Oil Unifiner Unit (CPC Tag No: 04K1C)** as per the latest edition of API Standard 618. **The compressor unit inclusive of motors, pipelines, fittings and other ancillary equipment shall be of USA, European or Japanese origin only.**

2. Intended Application

This new compressor unit 04K1C is intended to compress H₂ rich process gas stream from the Gas Oil Unifiner (04 unit) and fed into the reactor of the same unit as recycle gas. It is expected to operate in parallel with the existing gas compressor **04K1A** or **04K1B** with their inlets taken from the same common header and discharging into the same common header.

The new compressor (04K1C) is expected to be operated continuously at 50%, 75% and 100% of its full design capacity when required.

3. SCOPE OF SUPPLY

The requirements specified herein for the Design, Supply & Commissioning of an Electric Motor Driven, Direct Coupled, Reciprocating Type Process Gas Compressor for Gas Oil Unifiner Unit are the minimum required by CPC. However the Bidder is deemed to be an expert in this field and shall design and supply all equipment necessary for safe and continuous operation of the equipment while complying with CPC requirements.

- a) Reciprocating Process Gas Compressor block
- b) Electric motor with terminal box
- c) Flywheel
- d) Couplings and Guards for all moving parts
- e) Pulsation suppression devices
- f) Suction dual filters with change over facility
- g) Poppet type compressor valves
- h) Discharge safety relief valves
- i) Local control & instrument panel and other instrumentation including condition monitoring & shutdown systems

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- j) Forced Frame Lubrication system (if applicable)*
- k) Miscellaneous piping such as cooling water, etc...*
- l) Skid for compressor & motor*
- m) Nuts and bolts for all interconnections including foundation bolts*
- n) Commissioning spare parts*
- o) Compressor & motor to be blast cleaned and coats of suitable primer and final coats of paints to be applied*
- p) Compressor and motor in completely assembled form suitably protected for transportation and for abnormal weather conditions*
- q) Material test certificates as per EN 10204 Type 3.1, NDT, inspection & shop tests by the manufacture (as per API datasheets attached), Witnessing of specified shop tests by a reputed Third Party Inspection Company nominated by the bidder and approved by CPC, and mechanical running test witnessed by the Third Party Inspector and observed by three CPC engineers at the compressor manufacturer's testing facility*
- r) Foundation design & necessary details for CPC to construct the foundations*
- s) Complete set of detailed production / As-built drawings of the unit along with dually completed API datasheets*
- t) Three (03) sets of Operation Manual, Maintenance Manual, Workshop Manual and Spare parts Manual (in English Language), for all equipment supplied*
- u) Separate itemized list of recommended spare parts for five years operation with their FOB prices for CPC to select the spare parts to be kept in stock*
- v) Preventive maintenance and condition monitoring schedules for the compressor unit*
- w) Any special tool required for commissioning & repairing the compressor*

Other Works and Services

- a) Supply accommodation, food and local transport for four CPC engineers assigned to observe the "Mechanical running test" at the compressor manufacturer's testing facility for minimum 03 days*
- b) Services for the manufacturer's commissioning engineer for minimum three (03) days (All expenses including food, accommodation, local transport and all other expenses to the commissioning engineer shall be borne by the supplier) for the commissioning & training of local staff in Refinery Sri Lanka.*
- c) Commissioning, final testing and training of CPC operators for minimum three (03) consecutive days shall be done by the supplier after installation of the compressor by CPC staff. Installation will be completed within four (04) months after delivering the compressor unit to the CPC Refinery and CPC will inform the supplier the dates in advance to commence the commissioning.*

4. DESIGN DATA

4.1 Basic Design Parameters

The basic design parameters are as follows. Refer API datasheets for more details.

Description	Normal Operation	Regeneration
Capacity (@ 14.7 psia & 60 °F)	0.146 MMSCFH	
Suction Pressure	620 - 770 psia	50 - 80 psia
Aprox. Cp/Cv @ suction	1.36	
Suction Temperature	120 °F	
Compressibility Factor	1.03	
Discharged Pressure (Rated)	750 - 900 psia	70 - 100 psia
Gas Composition (% by Volume)		
H ₂ O	0.14	
O ₂	-	0 - 3
H ₂ S	2.15	
H ₂	83.37	
N ₂	-	75 - 100
CO ₂	-	0 - 20
SO ₂	-	0 - 2
CH ₄	11.90	
C ₂ H ₆	1.67	
C ₃ H ₈	0.40	
iC ₄ H ₁₀ & nC ₄ H ₁₀	0.14	
iC ₅ H ₁₂ & nC ₅ H ₁₂	0.03	
Hexane +	0.20	

Note:

- 1. The compressor will normally operate at 650 psia suction pressure and around 770 psia discharge pressure. The flow of 0.146MMSCFH shall be guaranteed at this condition.**
- 2. Compressor shall also be capable of operating at the conditions prevails during catalyst regeneration process of the unit. (conditions are given in the above table)**

4.2 Climatic Data

Maximum Ambient Temperature	-	40°C
Minimum Ambient Temperature	-	15°C
Normal Ambient Temperature	-	30°C
Minimum Humidity	-	80%
Maximum humidity	-	98%
Maximum Recorded Rainfall in 24 hours	-	29cm
Maximum Recorded Wind Velocity	-	133 kmph

4.3 *Utility Conditions*

(A) *Refinery Cooling Water Specification*

<i>Supply pressure at the Pump</i>	-	<i>2.1 kg/cm² (Gauge)</i>
<i>Minimum return pressure at the header</i>	-	<i>1.3 kg/cm² (Gauge)</i>
<i>Inlet water temperature</i>	-	<i>38° C</i>
<i>Maximum outlet water temperature</i>	-	<i>43° C</i>
<i>PH Value (maintained by Na₂CO₃)</i>	-	<i>7-8</i>
<i>Free residual Chlorine (FRC)</i>	-	<i><0.5 ppm</i>
<i>Orthophosphate + Zinc</i>	-	<i><20 ppm</i>
<i>Pyrophosphate</i>	-	<i><20 ppm</i>
<i>Organophosphate</i>	-	<i>< 20 ppm</i>
<i>Poly Acrylate Sulphonic Acid Co-polymer (PASA)</i>		
<i>Toly Triazole (TTA)</i>		
<i>Isothiazolone (non-oxidizing biocide)</i>		
<i>QUAT (Non-oxidizing biocide)</i>		

Note : - *Stabilized phosphate is used as a corrosion inhibitor 12-20 ppm in circulating cooling water*

Cooling water system of the compressor shall be designed to meet the specifications, such as supply & return pressures, inlet & outlet temperatures and chemical properties, etc., of the existing cooling water system of the Refinery

(B) *Nitrogen (N₂) supply*

Available pressure – 100 to 200 psig

(C) *Instrument Air Specification*

Normal system header pressure - 4.2 Kg/cm² (Gauge)

(D) *Refinery Power System Data*

High Tension Motors (If the rated capacity is over 200kW)

Voltage : 3.3 kV +/- 10%, 3 phase

Frequency : 50 Hz +/- 3%

Low Tension Motors (If the rated capacity is equal or less than 200kW)

Voltage : 400 V +/- 10%, 3 phase

Frequency : 50 Hz +/- 3%

(E) *Power Supply Available for the Instrumentation*

Voltage - 110 V (AC)

No of Phases - Single phase

Frequency - 50 Hz (AC)

5. LOCATION

The site where the compressor is to be installed is 25.6 m above Mean Sea Level. The compressor package will be installed in a semi open shelter with a roof in the process plant area in the Refinery. Hence sufficient ventilation around the complete unit can be expected. Compressor hut will be provided by CPC. Required dimensions of the compressor hut should be forwarded to CPC by the supplier before the shipment.

6. CODE REQUIREMENTS

1. *API Standard 618 - Reciprocating Compressors for Petroleum, Chemical and Gas Industry Services (Latest edition)*
2. *API Standard 671 - Special Purpose Coupling for Refinery Service (Latest edition)*
3. *UOP Standard (5-14-0) - Specifications for Reciprocating Compressors and Engines (Refer attachments)*
4. *ASME Section VIII Div. 1 - Specifications for Pressure Vessels*
5. *ASME/ANSI B 16.5 - Specification for Flanges*
6. *ASTM - Specifications for Materials*
7. *NACE MR-0175 - Corrosion resistant material selection*
8. *IEC/EN or eq. - Manufacturing & testing of electric motors*

7. SPECIFICATION OF INSTRUMENTATION

The followings are the minimum and mandatory requirements of the instrumentation. More detailed requirements and specifications are available in API specification sheets.

7.1 Local Control Panel

The compressor is intended to be operated through a skid mounted local control/operator panel as a standalone unit. Following control functions shall be built-in to the local control panel and necessary switch gears for the operation shall be provided.

- i) Sequence control of the auxiliary lubrication oil pump (if any) implemented by either PLC or hard wiring (Relay logic).*
- ii) Adjustment of percentage loading.*
- iii) Compressor ON/OFF.*
- iv) Emergency Shutdown.*
- v) Indication for power on, alarm & push button for alarm acknowledgement.*
- vi) Pressure & Temperature gauges.
 - a) Suction and Discharge Pressure gauges*
 - b) Lubrication Oil Pressure gauge**

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- c) *Inlet and Outlet Cooling Water Pressure gauges*
- d) *Suction and Discharge Temperature gauges*
- e) *Inlet & Outlet Cooling Water Temperature gauge*
- vii) *HMI with LCD display to indicate compressor parameters, alarms & trip conditions and alarm log*

Note: (1) All pressure indicators shall be in dual scale psi & bar and temperature indicators in Degrees Celsius. Dial size shall be 100 mm or greater.

(2) Alarm log shall have two (02) alarm lists, one for current alarms and the other for historical alarms.

7.2 *Alarm & Shutdown devices & repeat alarm facility.*

Audible alarm with visible indicator shall be provided at the local control panel to indicate trouble caused by the following conditions.

<i>Description</i>	<i>Indication</i>	<i>Alarm</i>	<i>Shutdown</i>
<i>Discharge Temperature</i>	<i>--</i>	<i>-- High</i>	<i>--High/High</i>
<i>Lubrication oil pressure</i>	<i>--</i>	<i>-- Low</i>	<i>-- Low/Low</i>
<i>Suction Pressure</i>	<i>--</i>	<i>-- Low</i>	<i>--Low/Low</i>
<i>Cooling water outlet temperature</i>	<i>--</i>	<i>-- High</i>	<i>--High/High</i>

Facility to be provided at the local control panel to repeat the above alarm and shut down conditions at main control room (i.e. volt free SPDT relay contact for each alarm/ shutdown status wired to terminal row). In addition to the above alarms and shutdown conditions, repeat relays shall be provided for common alarm and common trip also. The inter connection of local control panel with existing annunciator located at main control room comes under CPC scope and responsibility.

In addition, the high/high discharge temperature and the low/low lubricating oil pressure shall automatically shut down the machine.

Further only an alarm should be incorporated for Low/Low suction pressure condition to allow the compressor to be operated in the regeneration conditions.

7.3 *Area classification for the local control panel & associated instrumentation Zone 2, Group II C according to IEC*

The instruments shall be certified and labelled to ensure that they comply with the hazardous area classification by an internationally recognized testing authority permitted to issue IECEX / ATEX certificates.

7.4 *Power supply for the local control panel and instrumentation shall be taken from existing 110V, 50Hz AC uninterrupted power supply (UPS). MCB for incoming UPS power supply shall be provided in the panel.*

8. SPECIFICATIONS OF SQUIRREL CAGE INDUCTION MOTORS FOR THE MAIN DRIVER AND AUXILIARIES

Specifications of the main compressor driver

8.1 Power supply

The rated voltage of the main driver motor shall be selected in compliance with above 4.3.D.

8.2 Service Conditions & Other Information for the motor

- *Climatic data : Refer Clause 4.2*
- *Location : Outdoor, hazardous area*
- *Duty : Continuous, Service factor S1.1*
- *Environment : Petroleum Refinery environment*
- *Starting (Main Drive) : Motor shall be suitable for both DOL starting and soft starting*
- *Starting (Auxiliary) : DOL*

Note:

Motor Manufacturer shall specify the lowest possible Voltage at which the driver motor could be started and provide other relevant data enabling CPC to decide on a soft Starter if needed.

8.3 Construction Requirements of the Motor

- *Hazardous area : Zone 2, Group IIC according to IEC*
- *Ex. Protection : TEFC Ex "d" Gas group IIC, T3 according to IEC*
- *Cooling method : IC 411 (According to IEC.34-6)*
- *Degree of protection : IP 55*
- *Insulation class : F*
- *Bearing : To be specified by the manufacturer. Ball bearing with grease lubrication is preferred.*
- *Efficiency Class : IE2 (EFF1)*
- *Earthing : Both internal and external Earth terminals shall be provided*
- *Balancing : Motor shall be dynamically balanced with a half key and report to be submitted along with motor.*
- *Anti Condensation heater : Shall be provided , Power supply of 230 V & 50Hz*
- *Mounting : B3, horizontal foot mounted for both*
- *Stator : Shall be made out of cast Steel /Iron*
- *Winding : Annealed Copper*

8.4 Other Conditions

- *Noise level : Shall not exceed 85 dB at 1 meter*

- *Vibration* : *Within the limits specified in ISO 2372 or Equivalent.*
- *Terminal box* : *Shall have sufficient space to accommodate the cables. Cable entry plate should be mounted separately for easy disconnection of incoming cables.*

8.5 Standards & Codes applicable

The motor shall be manufactured and tested according to IEC / EN standards or any other equivalent internationally accepted standard.

8.6 Test certification for the driver

The motor has to be certified and labeled to ensure that it complies with the hazardous area classification by an internationally recognized testing authority permitted to issue IECEX / ATEX certificates. The motor shall bear IECEX certificate No., ATEX Certificate No. and labeled accordingly.

Routine tests shall be carried out according to IEC 34-2 and IEC 34 – 2A. In addition, supplier shall carry out any other tests to ensure that the motor meets CPC specifications and requirements. Further manufacturer shall arrange CPC representative to witness the above tests.

8.7 Drawings (Electrical)

Supplier shall provide exploded view with dimensions along with the offer and wiring diagrams, installation details etc within three weeks after placing the purchase order to enable CPC to proceed with installation work.

9. Scope of Inspection and Testing

The contractor shall be responsible for the execution, witnessed by the third party inspection company (proposed by the manufacturer & approved by CPC) and observed by three representative CPC Engineers, where indicated, of following inspection, testing and supply of test certificates on the Motor, Compressor and other accessories and components of the unit as per API datasheets in this Bidding document including the following.

- Manufacturer's standard shop tests inclusive of non-destructive examination of all critical components of the compressor that are covered by the manufacturer's standard Quality Management Procedure.*
- All butt welds have to be radiographic tested and certified by the third party.*
- Hydrostatic test of cylinders, cylinder water jackets, pulsation suppressors, etc. and pneumatic test as per API 618 datasheets with Third Party witness.*
- Bar-over test, Helium leak test and hardness testing of heat affected zones of welded parts to be conducted as per API 618 standards.*

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- (e) *Combined mechanical running test (04 Hrs) of the compressor unit with the job motor as per the manufacturer's proposal accepted by CPC. This has to be witnessed by the third party & observed by four CPC engineers jointly at the manufacturer's site.*
- (f) *Electrical motor testing and issue of test certificates*

10. VENDOR DRAWING, DATA AND OTHER DOCUMENTARY REQUIREMENTS

Following is a general guideline for essential documents. For further reference see API datasheets.

10.1 Technical documents to be submitted with the quotation in duplicate

- *Duly completed API datasheets for the compressor (deviations from CPC specified API datasheets should be highlighted or submit as a separate list)*
- *Typical cross sectional drawings*
- *Standard performance data with given operating conditions*
- *Noise datasheet*
- *Any deviation from the stipulated tender specification & API Standard*
- *Details of frame pressure lubrication oil system, couplings, stuffing boxes and valves with their manufacturing references*
- *P & ID of the compressor*
- *Details of relief valves*
- *List of commissioning spares along with a priced spares list recommended for 02 years operation & complete list of spares with their current prices*
- *Other than the standard performance data, discharge flow to be indicated with 44 barg suction pressure & 50 barg discharge pressure*

10.2 Documents to be submitted after the purchase order has been placed (within 8 weeks of placing of order)

- *General outline drawings*
- *Overall dimensions*
- *Foundation details, plan and loading of the compressor and main drive motor*
- *Nozzle location and projection*
- *Weight*

10.3 Following documents to be provided prior to shipment

- *Mill Test certificate and material test reports*
- *Duly filled as built datasheets for the compressor*
- *Third party inspection certificate*
- *Detailed as built documents of frame pressure lubrication system, and Sealing & packing systems*
- *Performance test data and additional reports as required including vibration, noise etc. and certified test certificates for relief valves*

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- *03 Sets of hard copies & a soft copy of Installation, operation, maintenance and workshop manuals and part lists covering all items in the package. Part lists should have sufficient references for ordering with contact addresses*
- *Preventive maintenance and Condition monitoring schedules including daily checklist and troubleshooting manuals*
- *Details & drawings of pulsation suppression devices*
- *Details & drawings of compressor suction and discharge valves*
- *Details & drawings of couplings*
- *Details of bearings*

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)]

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

**SCHEDULE OF PRICES - ELECTRIC MOTOR DRIVEN RECIPROCATING TYPE
PROCESS GAS COMPRESSOR 04K1C**

Item No.	Qty.	Unit	Description	FOB Price (Currency.....)
01.	01	No.	Electric Motor Driven, Direct Coupled, Reciprocating Type Process Gas Compressor	

		Amount (Currency
Less Discount, if any		
Cost of 3 rd Party Inspection		
Total FOB –Excluding Local Agency Commission (if any)		
Freight Charges		
Insurance Charges		
Total CIF	In numerical	
	In words	

		Amount (Currency
Cost of Commissioning		

		Without Taxes	With VAT, NBT – if applicable
Local Agency Commission, if any - Rs.	In numerical		
	In words		

H. S. Code / s	
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Offer Validity Delivery Period

Name of Manufacturer

Country of Manufacturing

Port of Shipment

Name of Principal Bidder per clause 1.10.e

Name & Address of Local Agent, if any

Items offered are brand new & in good condition

.....
Date Signature of Principal Bidder Company Stamp

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

**SCHEDULE OF PRICES - ELECTRIC MOTOR DRIVEN RECIPROCATING TYPE
PROCESS GAS COMPRESSOR 04K1C**

Item No.	Qty.	Unit	Description	Price - SLR (Without taxes)
01.	01	No.	Electric Motor Driven, Direct Coupled, Reciprocating Type Process Gas Compressor	

		Amount (Rs.)
Less Discount, if any		
Total Price - Without Taxes		
Transport Charges, if any		
NBT – If applicable		
VAT – If applicable		
Total Delivered-at-site Price	In numerical	
	In words	

	Amount (Rs.)
Cost of Commissioning	

H. S. Code / s	
----------------	--

Offer Validity

Name of Manufacturer

Country of Manufacturing

Port of Shipment

Delivery Period

Name & Address of the Company

Items offered are brand new & in good condition

.....
Date

.....
Signature of Bidder

.....
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 – 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 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

MPC-	-	Ministry 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

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, 365 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)]

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.

	Specification / Condition	Complied	Deviations if any
1.	Document Fee Paid for each Principal Bidder		
2.	Bid Security per Clause No. 1.12 Given		
3.	FOB, Freight, Insurance Taxes (separately) Given		
4.	Offer Validity		
5.	Schedule of Prices (Annex "B") Duly Filled Stamped, Signed & Forwarded		
6.	Agreed with Payment Terms & Other Requirements		
7.	Agreed with Shipment & Delivery conditions per Clause No. 2.3 (a), (b) & (c)		
8.	Letter of Authorization/s per Clause No. 1.10		
9.	Format of Manufacturer's Authorization per Annex 'C'		
10.	Specifications & Other Conditions as Section 3		
11.	Duly furnished API data sheets and other data sheets of equipment offered		
12.	Agreed with Delivery Period per Clause No 2.5		
13.	Agreed with Freight arrangement through Ceylon Shipping Corporation or any other freight forwarder		
14.	Literature / Catalogues & Other Technical Data Given		
15.	Name of the Manufacturer given		
16.	Country of Origin, Port of Shipment & the HS Code/s Given		
17.	Name & Address of Local Agent (if any) & Agency Commission Given		
18.	If Relevant, VAT Registration No. Given		
19.	Deviations from Specifications, terms & conditions, if any, indicated		
20.	Documentary proof for recent supplies made to customers in similar magnitude Given		
21.	Copy of Business registration & Public Contract registration per Clause 1.11		
22.	List of commissioning spares along with a priced spares list recommended for 02 years operation & complete list of spares with their current prices submitted		
23.	Warranty & Other Conditions		
24.	Other Deviation, if any		

.....
Company Stamp

.....
Signature of the Bidder

INVITATION FOR INTERNATIONAL COMPETITIVE BIDS

CEYLON PETROLEUM CORPORATION
(REFINERY DIVISION)

PUBLIC TENDER 4252T

DESIGN, SUPPLY & COMMISSIONING OF
ELECTRIC MOTOR DRIVEN RECIPROCATING TYPE
PROCESS GAS COMPRESSOR 04K1C

The Chairman, Ministry Procurement Committee, Ministry of Highways, Road Development & Petroleum Resources Development, on behalf of the 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 & Commissioning of above mentioned item conforming to the Terms & Conditions given under the Bidding Document.

Any Bidder submitting a bid, shall pay a non-refundable document fee of Rs. 12,500.00 to the Cashier, 5th Floor, CPC Head Office, No. 609, Dr. Danister de Silva Mawatha, Colombo - 09 or to the Cashier, Refinery Division, Sapugaskanda, Kelaniya before 1500 hours on any working day up to 25-October-2019.

Bidding document, which comprises the conditions of the Tender and the specification is available on websites www.ceypetco.gov.lk & www.dgmarket.com.

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

Bids will be received by the Chairman, Ministry Procurement Committee until 1430 hours on 30-October-2019 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

ජාත්‍යන්තර තරගකාරී මිල ගණන් කැඳවීම

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව (පිරිපහදු කාර්යාංශය)

ප්‍රසිද්ධ ටෙන්ඩර් - 4252T

විද්‍යුත් මෝටරයකින් ක්‍රියාත්මක වන අනුවැටුම් ආකාරයේ වායු සම්පීඩකයක් (ELECTRIC MOTOR DRIVEN RECIPROCATING TYPE PROCESS GAS COMPRESSOR) සැලසුම්කිරීම, සැපයීම සහ ක්‍රියාත්මක කර ඛාර දීම

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව, පිරිපහදු කාර්යාංශය, සපුගස්කන්ද, කැලණිය, ශ්‍රී ලංකාව වෙනුවෙන් මහාමාර්ග, මාර්ග සංවර්ධන සහ ඛනිජ තෙල් සම්පත් සංවර්ධන අමාත්‍යාංශයෙහි අමාත්‍යාංශ ප්‍රසම්පාදන කමිටුවෙහි සභාපති විසින් නියෝජ්‍යයන්ගෙන් හෝ විදේශයන්හි සිටින ඔවුන්ගේ බලය ලත් අපනයන කරුවන්ගෙන් හෝ ඔවුන් බලය පවරන ලද දේශීය නියෝජිතයන්ගෙන් හෝ මිල ගණන් කැඳවීමේ පත්‍රයේ සඳහන් පිරිවිතර හා කොන්දේසි වලට අනුකූල වූ ඉහත සඳහන් දැකැලුම්කිරීම, සැපයීම සහ ක්‍රියාත්මක කර ඛාර දීම සඳහා මුදා තබන ලද මිල ගණන් කැඳවනු ලැබේ.

කිසියම් ලන්සු තබන්නෙකු, මිල ගණන් ඉදිරිපත් කරන්නේ නම්, අයදුම්පත් සඳහා ආපසු නොගෙවන රු. 12,500.00 ක මුදලක් 2019-ඔක්තෝබර්-25 දින 1500 වන පැය දක්වා කාර්යාල දිනවලදී අංක 609, වෛද්‍ය ඩැනියෙල් ද සිල්වා මාවත, කොළඹ 09, ස්ථානයෙහි පිහිටි ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාවෙහි ප්‍රධාන කාර්යාලයෙහි 05 වන මහලෙහි මුදල් අයකැමිට්ටෝ පිරිපහදු කාර්යාංශය, සපුගස්කන්ද, කැලණියහි මුදල් අයකැමිට් මුදලින් කල යුතුය.

මිල ගණන් කැඳවීමේ පත්‍රයේ කොන්දේසි සහ පිරිවිතර www.ceypetco.gov.lk සහ www.dgmarket.com යන වෙබ් අඩවියන්හි අන්තර්ගත වේ.

තවද ටෙන්ඩර් පත්‍ර පහත සඳහන් අයගෙන්ද ලබා ගත හැකිය.

මිල ගණන්, අමාත්‍යාංශ ප්‍රසම්පාදන කමිටුවේ සභාපති විසින් 2019-ඔක්තෝබර්-30 දින 1430 පැය දක්වා ඛාරගන්නා අතර එම මොහොතේම පිරිපහදු සම්මන්ත්‍රණ ශාලාවේදී විවෘත කරනු ලැබේ.

කළමනාකාර (ද්‍රව්‍ය)
ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව
පිරිපහදු කාර්යාංශය,
සපුගස්කන්ද,
කැලණිය

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