



PROCUREMENT NOTICE

FOR THE SUPPLY OF LPG COMPACT VALVES
FOR DOMESTIC LPG CYLINDERS
FOR LITRO GAS LANKA LIMITED

PROCUREMENT No: LGLL/VALVE/007/ICB/2025

INTERNATIONAL COMPETITIVE BIDDING (ICB)

The Chairman Ministry Procurement Committee (MPC) on behalf of Litro Gas Lanka Limited invites sealed bids from eligible and qualified bidders for the supply of 1,040,000 numbers of brand new LPG Compact Valves for Domestic LPG Cylinders for Litro Gas Lanka Limited.

The bids should be submitted by reputed manufacturers who have at least ten years' experience in the field of Supplying LPG Compact Valves for LPG Cylinders to both local and foreign markets.

The Bidder shall furnish as part of its' bid, a Bid Security in the form of a Bank Guarantee from any commercial bank operating in Sri Lanka. The bid security shall be valid up to **12th November 2025**.

A pre-bid meeting will be held online on **27th March 2025 at 10:00 SLST**. Bidders are required to register for the meeting by submitting their details to the email address: **Terrence.Appuhamy@litrogas.com**

The value of the bid security and package details are as follows:

Lot No	Description	Total Quantity	Bid Security Amount
01	Supply of brand new valves	600,000 Nos	USD 16,500.00
02	Supply of brand new valves under the replacement basis for old valves	440,000 Nos	USD 6,600.00

The bid documents will be issued only to eligible prospective bidders at the payment of a non-refundable fee of **USD 205.00 in the form of a pay order from a registered commercial bank operating in Sri Lanka or a bank transfer to a specified account**. The bid document may be collected on any working day (Mon-Fri) between 9.30 am – 3.00 pm (SLST) from **12th March 2025 up to 22nd April 2025 (both days included)**.

The duly completed Procurement Documents should be deposited in the Tender Box located on the 03rd Floor of the Litro Gas Lanka Limited Head Office, No. 267, Union Place, Colombo 02, Sri Lanka on or before **3:00 pm (SLST) on 23rd April 2025**. **The opening of bids will be conducted at the 4th Floor auditorium of the above premises soon after the bid closing.**

Interested bidders can view the procurement documents related to this procurement on the Company website www.litrogas.com

The Chairman
Ministry Procurement Committee
Litro Gas Lanka Limited
267, Union Place
Colombo 02, Sri Lanka.
T.P.– 011 2327714
Fax – 011 2327698

LITRO GAS LANKA LIMITED
PROCUREMENT DOCUMENT
[INTERNATIONAL COMPETITIVE BIDDING]

**SUPPLY OF LPG COMPACT VALVES FOR DOMESTIC LPG
CYLINDERS**

CONTRACT PERIOD: 2025-2026

PROCUREMENT NUMBER: LGLL/VALVE/007/ICB/2025

Bid Closing Date: 23rd April 2025

No 267

Union Place, Colombo 02,

Sri Lanka

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Information Copy

SECTION I
INSTRUCTIONS TO BIDDERS (ITB)

Information Copy

Section I.

Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

General

1. Scope of Bid

1.1 the Purchaser indicated in the Bidding Data Sheet (**BDS**), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in **the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.

1.2 Throughout these Bidding Documents:

- (a) The term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
- (b) If the context so requires, “singular” means “plural” and vice versa; and
- (c) “Day” means calendar day.

2. Source of Funds

2.1 Payments under this contract will be financed by the source **specified in the BDS**.

3. Ethics, Fraud and Corruption

3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- Officials shall refrain from receiving any personal gain from any Procurement Act ion. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- (a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and
- (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders

4.1 All bidders shall possess legal rights to supply the Goods under this contract.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- (b) Submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the Department of Public Finance, at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred

firms is available at the website of Department of Public Finance, www.tresury.gov.lk

4.4 Foreign Bidder may submit a bid only if so stated in the in the BDS.

5. Eligible Goods and related Services 5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied with other internationally accepted standards.

Contents of Bidding Documents

6. Sections of Bidding Document 6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Volume 1

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule Of Requirements
- Section VII. Contract Data
- Invitation To Bid

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure ITB Clause 8.

8. Amendment of Bidding 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing

Documents

addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

Preparation of Bids

09. Cost of Bidding

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

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.

11. Documents Comprising The Bid

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
- (c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
- (d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) Any other document required in the BDS.

12. Bid Submission Form and Price Schedule

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

- 13. Alternative Bids** 13.1 Alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.
- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (a) On components and raw material used in the manufacture or assembly of goods quoted; or
 - (b) On the previously imported goods of foreign origin
- (ii) However, VAT shall not be included in the price but shall be indicated separately;
- (iii) The price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) The price of other incidental services
- 14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.
- 14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
- 15. Currencies of Bid** 15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

**16. Documents
Establishing the
Eligibility of the
Bidders**

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

**17. Documents
Establishing the
Conformity of
the Goods and
Related
Services**

17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.

**18. Documents
Establishing the
Qualifications
of the Bidder**

18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

(b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) That the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19. Period of
Validity of Bids**

- 19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser 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 in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

- 20.1 the Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) At the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
 - (b) Be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the Department of Public Finance, www.treasury.gov.lk.
 - (c) Be substantially in accordance with the form included in Section IV, Bidding Forms;
 - (d) Be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
 - e) Be submitted in its original form; copies will not be accepted;
 - (f) Remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
- 20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub- Clause 19.2; or
- (b) If a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) If the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 42;
 - (ii) Furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as “ORIGINAL.” In addition, the Bidder shall submit a copy of the bid and clearly mark it as “COPY.” In the event of any discrepancy between the original and the copy, the original shall prevail.
- 21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

- 22.1 Bidders may always submit their bids by mail or by hand.
 - (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- 22.2 The inner and outer envelopes shall:
 - (a) Bear the name and address of the Bidder;
 - (b) Be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
 - (c) Bear the specific identification of this bidding process as indicated in the BDS; and
 - (d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

- 23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.
- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

- 24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, and Modification of Bids

- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) Submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and
 - (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

- 26.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS.
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a

valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid- Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub Section I Instructions to Bidders13Clause 24.1.

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

28.1 to assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a

request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or(c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Non-conformities, Errors, and Omission

- 30.1 provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal

point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 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 shall be forfeited or its Bid- Securing Declaration shall be executed.

31. Preliminary Examination of Bids

- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub- Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to Single Currency

33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference

34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35. Evaluation of Bids

35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) The Bid Price as quoted in accordance with clause 14;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- (c) Price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
- (d) Adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

- 36. Comparison of Bids** 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.
- 37. Post qualification of the Bidder** 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder to perform satisfactorily.
- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders
- Award of Contract**
- 39. Award Criteria** 39.1 the Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Purchaser's Right to vary Quantities at Time of Award** 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 41. Notification of Award** 41.1 Prior to the expiration of the period of bid validity, the purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42. Signing of Contract

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

42.2 Within Fourteen (14) days of receipt of such information, the successful Bidder shall sign the Agreement.

43. Performance Security

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

43.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

44. Correction to BID Documents

44.1 Erroneous figures must be struck off by a single line and the correct figure must be written clearly and initialled. All alterations and erasures must be authenticated; otherwise, the bids are liable to be treated as invalid and rejected. Ink should not be used for corrections.

45. Sample clause

45.1 Bidders should submit the samples, accessories or parts which are made according to the given specification in the bid document.

45.2 Samples should submit to the mentioned address in the bidding data along with accessories and parts within the given time period.

45.3 Bidder should submit the dully completed and signed samples compliance certificate along with the bid. The format of the certificate is annexed to this bid document as Annexure IV.

45.4 Samples should delivered in to the given delivery address in the bidding data without any cost to the purchaser. If the foreign manufacturer is sending samples, it should be delivered as door to door basis.

- 45.5 Purchaser shall not take any responsibility on samples until they are delivered to the given delivery address.
- 45.6 Samples should be in good and usable condition to perform the required operational test mentioned in the bid document.

SECTION II

BIDDING DATA SHEETS (BDS)

Information Copy

Section II.

Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Litro Gas Lanka Limited.
ITB 1.1	The name and identification number of the Contract are: Supply of LPG Compact Valves for Domestic LPG Cylinders. Bid Number LGLL/VALVE/007/ICB/2025.
ITB 2.1	The source of funding is : Litro Gas Lanka Limited
ITB 4.1	<p>To eligible for contract award, the successful bidders shall possess legal rights and shall not have been blacklisted to Supply of LPG Compact Valves for Domestic LPG Cylinders under this contract.</p> <p>Qualification requirements to qualify for contract award are:</p> <ul style="list-style-type: none">• Bids should be submitted by reputed Manufacturers who have previous experience of at least Ten years in the supply of LPG compact valves for LPG Cylinders both local or foreign markets.• Bidder may seek the facilitation services through local or foreign company However such Bidder, subcontractor or facilitator shall not have any conflict of interest with Litro Gas Lanka Limited or its affiliated Companies. Which shall not be a company owned /associated or subsidiary of the Competitor or a Company having any shares of the competitor. <p>I. Bids submitted with items that have been delivered to Litro Gas Lanka Limited but not performed as per the company quality requirement within last ten years' period will not be considered.</p>
ITB 4.4	Only Foreign bidders are allowed to participate in bidding.
ITB 5.1	All goods supplied under this contract, throughout the contracted period shall be complied with applicable standards stipulated by the Sri Lanka Standard Institute (SLSI).

B. Contents of Bidding Documents

ITB 7.1	<p>For <u>Clarification of bidding document and further information purposes only</u>, The Purchaser's address is:</p> <p>Attention: Director Procurement</p> <p>Address: Procurement Department, 5th Floor, Litro Gas Lanka Ltd, No 267, Union Place, Colombo 02.</p> <p>Telephone: +94 112327714</p> <p>Facsimile number: +94 112327698</p> <p>Electronic mail address: Terrence.Appuhamy@litrogas.com.</p>
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Pre Bid Meeting	<p>Pre bid meeting will be conducted by Litro Gas Lanka Limited through online. Tentative Date & time of the pre bid meeting is as follows: Date: 27th March 2025, Time: 10.00 SLST (Sri Lankan Standard Time). The link for the pre bid meeting will be shared with the registered bidders who have purchased the procurement documents in due course.</p>
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C. Preparation of Bids

ITB 10.1	The Bid, as well as all correspondence and documents relating to the bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.
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ITB 11.1	<p>The Bid shall be Comprising the following Documents</p> <p><u>Envelop 1 – Technical Bid (Qualification and Experience Information)</u></p> <ol style="list-style-type: none"> 1. Documents related to authentication of signatory (Power of Attorney / Board Resolution). 2. Dully Signed Form of Technical Bid (Section V). 3. Bid security as specified in the Bid document 4. Dully filled and signed Form of Technical specifications. 5. Sample compliance Certificate as per the Annexure IV 6. Copy of Business / Company Registration. 7. Audited financial statement as specified in Section III – Evaluation & Qualification Criteria. 8. Company Profile. 9. Certification by the Bidder that the goods shall be delivered according to the Delivery Schedule. 10. Certification by the bidder to comply with the SLSI standard during the contract period. 11. Non – Collusion Affidavit (Annexure VI) <p><u>Envelop 2 – Financial Bid.</u></p> <ol style="list-style-type: none"> 1. Duly singed Bid submission form. 2. Duly completed and signed Price schedule.
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ITB 14.3	<p>Supply of LPG compact valves for domestic LPG Cylinders for the Contract Period: 2025/26</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Lot No</th> <th style="width: 60%;">Description</th> <th style="width: 30%;">Total Quantity</th> </tr> </thead> <tbody> <tr> <td>Lot No 01</td> <td>Supply of brand new valves</td> <td>600,000 Nos</td> </tr> <tr> <td>Lot No 02</td> <td>Supply of brand new valves under the replacement basis for old valves</td> <td>440,000 Nos</td> </tr> </tbody> </table> <p>The comparison, evaluation of bids, and contract award shall be conducted on a lot basis. Each bidder may submit a bid for Lot No. 1, Lot No. 2, or both. However, the bidder shall quote for all quantities within a lot. Bids with partial quantities within a lot shall be rejected.</p>	Lot No	Description	Total Quantity	Lot No 01	Supply of brand new valves	600,000 Nos	Lot No 02	Supply of brand new valves under the replacement basis for old valves	440,000 Nos
Lot No	Description	Total Quantity								
Lot No 01	Supply of brand new valves	600,000 Nos								
Lot No 02	Supply of brand new valves under the replacement basis for old valves	440,000 Nos								

ITB 14.4	Price indicated in the price schedule shall include CIF Price as follows, FOB Price Freight Charges up to Colombo Port Cost of Insurance Applicable INCOTERMS is CIF Colombo 2020 and any amendments applicable during the contract period. Supplier is responsible only for the costs up to the Sri Lankan Waters. Price for Cylinder Valve in the given format of Price schedule.												
ITB 15.1	The bidders are allowed to quote only in United States Dollars (USD) .												
ITB 19.1	Bid validity period: 147 Days from the bid closing date. (17th September 2025).												
ITB 20.1	The bid shall be accompanied by an Unconditional on demand Bid Security in the form of Bank Guarantee from Licensed Commercial Bank registered in Sri Lanka (of CBSL) issued in favour of Litro Gas Lanka Limited in the format included in Section IV Bidding Forms. Any bid not accompanied by a substantially responsive bid security, shall be rejected by the purchaser as non-responsive.												
ITB 20.2	Amount of the bid security for each lots are as follows <table border="1" data-bbox="319 1019 1433 1227"> <thead> <tr> <th>Lot No</th> <th>Description</th> <th>Total Quantity</th> <th>Bid Security</th> </tr> </thead> <tbody> <tr> <td>Lot No 01</td> <td>Supply of brand new valves</td> <td>600,000 Nos</td> <td>USD 16,500.00</td> </tr> <tr> <td>Lot No 02</td> <td>Supply of brand new valves under the replacement basis for old valves</td> <td>440,000 Nos</td> <td>USD 6,600.00</td> </tr> </tbody> </table> <p>Validity of the bid security should be valid up to 12th November 2025.</p>	Lot No	Description	Total Quantity	Bid Security	Lot No 01	Supply of brand new valves	600,000 Nos	USD 16,500.00	Lot No 02	Supply of brand new valves under the replacement basis for old valves	440,000 Nos	USD 6,600.00
Lot No	Description	Total Quantity	Bid Security										
Lot No 01	Supply of brand new valves	600,000 Nos	USD 16,500.00										
Lot No 02	Supply of brand new valves under the replacement basis for old valves	440,000 Nos	USD 6,600.00										
D. Submission and Opening of Bids													
ITB 22.1	The bidder shall submit the bid under two separately sealed envelopes as follows: (a) The first envelop shall be clearly marked “ENVELOP 1- TECHNICAL BID) Qualification and Experience Information)”; and (b) The second envelop shall be clearly marked “ENVELOP 2 – FINANCIAL BID” and warning “DO NOT OPEN EXCEPT IN THE PRESENCE OF THE BIDDERS”. (c) Bidder is required to submit the Price Schedule with Bid submission form for supply of cylinder valves and envelop should be included in the Envelop 2 – Financial Bid. (d) Bidder should enclose both envelops in to one envelop and dully marked as “ Original ” and enclose a full set of copy of the both envelops in to one envelop and dully marked as “ Copy ”. (e) Bidder should submit the dully sealed envelopes by registered post or deposited in to the Tender Box kept for this purpose as per the address given in ITB 23. (f) A soft copy of the bid without the financial proposal shall also be submitted (in the form of Compact Disk / flash drive).												
ITB 22.2 (c)	The envelopes containing the original and the copy shall then be enclosed in one single envelope and the words “ Supply of LPG compact valves for domestic LPG Cylinders /Proc. No. LGLL/VALVE/007/ICB/2025 “Shall be written on the top left hand corner of the sealed cover of the envelope containing the bids. Bid submission form should be duly signed in the space provided for this purpose conforming acceptance of such conditions.												

ITB 22.3	If all envelopes are not sealed and marked as required, the purchaser will assume no responsibility for the misplacement or premature opening of the bid.
ITB 23.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: The Chairman, Ministry Procurement Committee</p> <p>Address: Litro Gas Lanka Limited, No. 267, Union Place, Colombo 02.</p> <p>The deadline for the submission of bids is:</p> <p>Date: 23rd April 2025 Time: 3.00 p.m.</p>
ITB 24.1	The purchaser shall not consider any bids that are submitted and received by the purchaser after the deadline for submission of bids, as per the ITB clause 23. Any bid received by the purchaser after the deadline for submission for bids shall be declared late, rejected, and returned unopened to the bidder.
ITB 26.1	<p>The bid opening shall take place at: 4th Floor Auditorium.</p> <p>Address: Litro Gas Lanka Limited, No. 267, Union Place, Colombo 02.</p> <p>Date: 23rd April 2025.</p> <p>Time: Soon after the bid closing.</p>
ITB 26.3	<p>The purchaser will open the envelop marked, "Envelop 1- Technical Proposal" in the presence of bidders designated representatives who choose to attend.</p> <p>The purchaser will keep the Envelop 2 – Financial bid securely until open after evaluations of the technical proposal.</p>
E. Evaluation and Comparison of Bids	
ITB 33.1	The Purchaser shall convert all bid prices express in foreign currency in to Sri Lankan Rupees using the selling rate prevailed at 28 days prior to the Bid closing date as published by the Central Bank of Sri Lanka. Above conversion is valid all purposes of the bidding procedure.
ITB 34.1	Domestic preference " shall not be " a bid evaluation factor.
ITB 35.4	<p>Accepted bids shall be evaluated by the Technical Evaluation Committee appointed for this purpose.</p> <p>The following factors and methodology will be used for evaluation</p> <p>The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which:</p> <p><u>Evaluation of Technical Bid:</u></p> <p><u>Preliminary Bid Evaluation:</u></p> <p>All bids received on or before the bid closing time will be considered for preliminary bid evaluation. Below steps will be followed at the preliminary bid evaluation.</p> <ol style="list-style-type: none"> a) The bidder's eligibility: bid is containing all required documents mentioned in ITB 11.1 including supporting evidence of bidder eligibility and qualifications criteria (Section III). b) Submission of required documentation to carry out the detail bid evaluation: Bidder is

	<p>required to enclose all required documents (1-10) as specified in the ITB 11.1.</p> <ul style="list-style-type: none"> c) bid is signed properly by an authorized party. d) Bid Security with given format and amount e) Bid is complete and quote for the full quantity. f) Dully singed form of Technical Bid. g) Dully completed Non – Collusion Affidavit as per the Annexure VI h) Submission of valve samples on or before the sample closing date & time. <p><u>Detail Technical Evaluation:</u></p> <p>Only qualified bids under the preliminary bid evaluation will be considered for the detailed bid evaluation.</p> <ul style="list-style-type: none"> a) Comply with the given critical Technical specifications (Annexure II). b) Past performances & experience in the field. c) Conform to the terms and conditions, and specifications without any material deviation. d) Delivery period. Bidder should supply as per the delivery schedule. e) Required Test reports as per the technical specification (Annexure II). f) Acceptance of samples as per the technical requirements. g) Submission of the Accredited Third Party Inspection Certification for the manufacturing Process and product as per the SLSI standard: SLS 1184. h) The comparison, evaluation of bids, and contract award shall be conducted on a lot basis. Each bidder may submit a bid for Lot No. 1, Lot No. 2, or both. However, the bidder shall quote for all quantities within a lot. Bids with partial quantities within a lot shall be rejected. <p><u>Sample evaluation of technically qualified bids</u></p> <p>Only qualified bids under the detail technical evaluation will be considered for the sample evaluation. Sample evaluation procedure is given under the section V, Schedule of Requirements (No 4)</p> <p>The only bids which are technically qualified substantially responsive will be considered for the opening of the financial bids.</p> <p><u>Evaluation of Financial Bid</u></p> <ul style="list-style-type: none"> a) Properly filled & signed bid Submission Form. b) Properly filled and signed Price schedule. c) Conform to the terms and conditions, and specifications without any material deviation. d) Lowest evaluated substantially responsive bid will be selected for awarding of the contract. e) Acceptance to the given payment term in the bid document <p>The award shall be based on the technically responsive lowest evaluated bidder whose quotation has been determined to be substantially responsive and offered the bid in compliance with the given specification.</p>
ITB 35.5	The bidder shall be allowed to quote one or more lots.
ITB 38.1	The MPC of Litro Gas Lanka Limited reserves the right to accept or reject any or all Bids without giving any reason what so ever. Any such acceptance or rejection of a bid shall be of the sole discretion of the MPC of Litro Gas Lanka Limited and shall be the final and conclusive decision of the MPC of Litro Gas Lanka Limited without thereby incurring any liability to the bidder.
F. Award of Contract	
ITB 39.1	Bids shall be awarded for those who selected as substantially responsive lowest evaluated bid for the given quantity. The purchaser shall have the absolute right to award the Contract to the technically qualified bidder who submits the lowest evaluated bid at the time of bid closing.

ITB 45.2	<p>Bidders should submit the required samples to the below mentioned address not later than 13.00 Hrs on 23rd April 2025 (SLST). Attention: Director Procurement Contact No: +94 777729951 Address: Litro Gas Lanka Limited, No 267, Union Place, Colombo 02, Sri Lanka. Bidder is required to notify the delivery of sample to the below email addresses before the delivery of samples to the above location. damith.liyanage@litrogas.com. terrence.appuhamy@litrogas.com Following details should be included in the email.</p> <table border="1" data-bbox="320 539 1445 831"> <thead> <tr> <th data-bbox="320 539 722 622">Details of samples</th> <th data-bbox="722 539 951 622">No of Samples required</th> <th data-bbox="951 539 1198 622">Marks & Nos. (AWB / BL No)</th> <th data-bbox="1198 539 1445 622">Expected delivery date.</th> </tr> </thead> <tbody> <tr> <td data-bbox="320 622 722 663">Cylinder Valve and safety cap</td> <td data-bbox="722 622 951 663">04 Nos</td> <td data-bbox="951 622 1198 663"></td> <td data-bbox="1198 622 1445 663"></td> </tr> <tr> <td data-bbox="320 663 722 745">Sectioned Cylinder Valve and Safety cap</td> <td data-bbox="722 663 951 745">04 Nos</td> <td data-bbox="951 663 1198 745"></td> <td data-bbox="1198 663 1445 745"></td> </tr> <tr> <td data-bbox="320 745 722 786">Internal component sets</td> <td data-bbox="722 745 951 786">04 Nos</td> <td data-bbox="951 745 1198 786"></td> <td data-bbox="1198 745 1445 786"></td> </tr> <tr> <td data-bbox="320 786 722 831">Consumer seals</td> <td data-bbox="722 786 951 831">50 Nos</td> <td data-bbox="951 786 1198 831"></td> <td data-bbox="1198 786 1445 831"></td> </tr> </tbody> </table>	Details of samples	No of Samples required	Marks & Nos. (AWB / BL No)	Expected delivery date.	Cylinder Valve and safety cap	04 Nos			Sectioned Cylinder Valve and Safety cap	04 Nos			Internal component sets	04 Nos			Consumer seals	50 Nos		
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Non – Collusion Affidavit	<p>It shall be mandatory for all bidders to submit a declaration along with their bid (technical bid) stating that</p> <ol style="list-style-type: none"> I. There is no conflict of interest II. There is no involvement in collusive practices. 																				
Appeals Against Contract Award Recommendations	<ol style="list-style-type: none"> 1. Any unsuccessful bidder, who is not satisfied with the decision to award the contract, may appeal against the recommendation of the Ministry Procurement Committee (MPC) to award the contract to the successful bidder, to the relevant Procurement Appeal Board (PAB) or Procurement Appeal Committee (PAC), within the standstill period. 2. Each appeal shall be made in writing and shall be accompanied by a non-refundable cash deposit of rupees Twenty – Five Thousand (LKR 25,000). Such deposits shall be made at the Ministry of Finance, Planning and Economic Development and a receipt shall be obtained. The Ministry Procurement Appeal Committee (MPAC) shall only consider an appeal if proof of such deposit is available. 																				

SECTION III

EVALUATION AND QUALIFICATION CRITERIA

Information Copy

Section III.

Evaluation and Qualification Criteria

Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of bids, using the information provided in **Envelope 1**, the purchaser will determine whether each Bid is accompanied by

- a) The required bid securities,
- b) Samples as per the ITB clause no 45
- c) And is substantially responsive to the requirements of the bidding documents.

A substantially responsive Bid is one which conforms to all the terms, conditions, and Purchaser's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

- a) which affects in any substantial way the scope, quality, or performance of the goods;
- b) which limits in any substantial way, inconsistent with the bidding documents,

If a Bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

Evaluation of Qualification and Experience (Technical Bid)

The Purchaser will evaluate and compare only the Bids determined to be substantially and technically responsive.

A two-stage procedure will be adopted in detailed evaluation of substantial responsive Bids. The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The **purchaser** evaluates the Envelope 1 – Qualification and Experience on the basis of their responsiveness to the **purchaser's** Requirements, applying the evaluation criteria,

During the evaluation of Envelope 1 for qualification and experience, the **purchaser** will determine whether the Bidders are qualified and whether Delivery Schedule and Technical Specifications are substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Purchaser will examine the information supplied by the Bidders, and other requirements in the Bidding Document.

Each substantial responsive bid will be qualified for financial evaluation. A Bid shall be rejected at this stage if it does not comply with Technical specifications and proposed delivery schedule.

Evaluation of Financial Bid

Envelope 2 – Financial Bids of non-responsive bidders unopened and returned after completing the selection process. The Purchaser shall simultaneously notify the Bidders who are technically responsive indicating the date and time set out for opening of the envelope marked 'Envelope 2 - Financial Bid'. The notification may be sent via email.

The **Envelope 2** shall be opened publicly in the presence of the qualified Bidders 'or their' representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 – Financial Bid' are opened.

During the Financial Bid evaluation, the Purchaser shall determine whether the bid is duly signed. If the Bid is not duly signed the same will be rejected.

At the Financial Bid evaluation, the purchaser shall determine for each Bid the Evaluated Bid Price as per the applicable ITB clauses by adjusting the Bid Price as follows,

- a) Correcting the arithmetical errors,
 - a. Where there is a discrepancy between the amounts in figures and words, the amounts in words will prevail.
 - b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- b) Making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
- c) Applying any discounts offered by the Bidder.
- d) Payment Schedule / Term as specified in the bidding document

The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offers. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

1. Technical Evaluation Criteria

- I. Complying with Technical specification and drawings.
- II. Samples should be compatible to the technical specification issued with the bid document.
- III. Delivery period. Preferably Ex stock. Bidder should supply the order within the Litro delivery schedule as per the contract agreement.
- IV. Samples have to be usable and testable. Testing procedures are mentioned in the bid document.
- V. The comparison, evaluation of bids, and contract award shall be conducted on a lot basis. Each bidder may submit a bid for Lot No. 1, Lot No. 2, or both. However, the bidder shall quote for all quantities within a lot. Bids with partial quantities within a lot shall be rejected.

2. Post Qualification Requirements

a) **Financial Capability**

Bidder should submit **certified true copies by company external auditors** of

- a. Audited financial statements of last **three years** ending bid closing date to be submitted to confirm the following parameters.
 - a. Average annual turnover of any two years ending last three years' period to the bid closing date should be minimum USD 1.6 Million.
 - b. The bidder should provide financial statements for the past three years ending bid closing date with unmodified opinions.

b) Experience & Technical Capacity

S/N	Technical Parameter	Requirement
1	Past performance in the field	Minimum 10 years of experience to the bid closing date (manufacturing records of compatible LPG compact cylinder valves). With proven track record such as ISO 9001:2015.
2	Production capacity of LPG compact valves (Production details of any three years within last five years to the bid closing date shall be submitted along with the bid).	Minimum 80,000 pcs per month.
3	Delivery Performance: (Export records (Bills of lading and packing lists) of LPG compact valves of any three years within last five years to the bid closing date shall be submitted with the bid).	Minimum 80,000 pcs per month.
4	Compatibility with the relevant Sri Lanka Standards Institute (SLSI) or internationally accepted standards.	Relevant Sri Lanka Standards Institute (SLSI) permit with specific permit condition or ISO 14245 - 2021 (copy of the conformity certificate should be attached).

- Bidder should furnish documentary evidence produced in a company letterhead certified by the authorised signatory to prove **number of Cylinder Valves manufactured & sold** within last **Ten Years** ending bid closing date.
- Bidder should submit the details of orders completed from foreign customers with the proof documents within last 05 years ending bid closing date (The average annual completed order value should be at least **USD 3.4 Million**).
- Manufacturing Process of the Cylinder valve should be submitted along with the bid.
- Bidder should furnish documentary evidence produced in a company letterhead certified by the authorised signatory to prove cylinder valve manufacturing capacity as tabulated below.

Valve Type	Monthly Capacity	Annual Capacity

SECTION IV
BIDDING FORMS

- 1. BID SUBMISSION FORMS**
- 2. PRICE SCHEDULE - (GOODS & RELATED SERVICES)**
- 3. BID SECURITY (GURANTEE)**
- 4. MANUFACTURER'S AUTHORIZATION.**

1. Bid Submission Form

Please refer the annexure 1 – Financial Proposal.

2. Price Schedule

The bidders shall fill in the price schedule (**Annexure I**) in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.

Information Copy

3. Bid 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: Litro Gas Lanka Limited, No 267, Union Place, Colombo 02.

Date: ----- *[insert (by issuing agency) date]*

BID GUARANTEE No.: ----- *[insert (by issuing agency) number]*

We have been informed that ----- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supply]* under Invitation for Bids No: **LGLL/VALVE/007/ICB/2025, Supply of LPG compact valves for domestic LPG Cylinders (Lot No.....)**. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (As specified in the bid document) or upon receipt by us of your first demand without proof or condition that the Bidder is in breach of its obligation(s) under the bid conditions,

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 **22nd July 2025**.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date. _____

[Signature of authorized representative(s)]

4. 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. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*

No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

SECTION V

SCHEDULE OF REQUIREMENTS

- 1. SCOPE OF SUPPLY**
- 2. SCHEDULE OF DELIVERY**
- 3. TECHNICAL SPECIFICATIONS**
- 4. SAMPLE TESTING PROCEDURE**
- 5. DRAWINGS**

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SCOPE OF SUPPLY

Lot No 01 (Supply of Brand new valves)

Before awarding of the contract

1. Bidders are invited to supply LPG compact valves (510,00 Nos) manufactured according to the SLSI 1184: 1998 and specification in this bid document.
2. It is required to mention the CIF (Cost, Insurance and Freight) Price in accordance with the latest amendment of Incoterms (International Commercial Terms) for the supply of Brand New Cylinder Valves as per the given specification.
3. Successful bidder should provide requirements under this contract in full within the contract period.
4. The Bidder is required to arrange samples of cylinder valve which manufactured under the SLSI standards and specification given in the bid document.

Sample Testing Procedure

Sample evaluation will be done by a qualified team in line with the operational requirements.

1. Dimension Check.
2. Relief pressure check.
3. Spindle Test.
4. Valve thread inspection.
5. Tightening Test to the LPG Cylinder (at 175Nm).
6. Hydrostatic Pressure Test (min 33 bars).
7. Weight measurement.
8. **Sample Test of Rubber Gasket:** LPG resistance test

After awarding of the contract

1. The supplier shall arrange to export 425,000 Nos of brand new Cylinder Valves for the use in LPG Cylinders under CIF terms. These valves shall be manufactured and export as per the SLSI 1184: 2023 and given specification with the bid document.
2. Details of packing & shipping arrangement of valves shall be approved by Litro.
3. Supplier should bare all cost associated with FOB arrangements including cleaning of the containers and freight charges up to the Colombo Port.
4. Purchaser will arrange local custom clearance (SL Customs) and delivery of the goods to the final destination or purchaser's premises.
5. Supplier should arrange a full insurance coverage for goods under Institute Cargo Clauses (A) Warehouse to Warehouse covering all risks or damages (further details are mentioned in the contract data).
6. Supplier is required to submit shipping documents as follows:
 - a. Copy documents to Litro (Soft copy is enough) should be sent through email 03 days before the vessel arrival to the Colombo port / destination port.
 - b. Copy of the original commercial invoice.
 - c. Copy of the original packing list
 - d. Copy of the original B/L
 - e. Copy of the original TEST certificates of the entire cylinder lot
 - f. Copy of the original insurance policy.

7. Submission of original documents – complete set of original documents should be submitted to the consignee’s bank before the vessel arrival to the destination port

Lot No 02 (Supply of Brand new valves under the replacement basis)

Scope of Supply

1. Litro Gas Lanka Limited (LGLL) will arrange to export below quantity of Used Cylinder Valves under the Incoterm CIF through the nominated freight forwarder by LGLL.

Item No	Description	Total Quantity	Estimated weight
01	Used LPG Cylinder Valves	440,000 Nos	102,960 kg

2. Weight & quantity should be confirmed at the time of loading and the bidder can appoint a party to inspect loading under the cost of the bidder. Quantity & weight mentioned in the shipping documents will be treated as final or Video proof of the loading of used valves can be arranged on request of the bidder.
3. Details of packing & shipping of cylinder valves are as follows,
 - a. Export of scraped valves – Valves are packed in to the poly sack bags and each bag contains 100 valves. Cost of any alternative packing arrangement should be bared by the bidder.
 - b. Import consignment should be palletized according to the general guidelines.
4. Successful bidder should arrange to replace the above mentioned quantity with the new cylinder valves as per the Technical specification given in the bid document and the sample submitted by the bidder.
5. Bidder are required to submit samples which are made according to the given technical specification as described in the bid document.
6. The Supplier shall be responsible for the expeditious clearing of goods from the Port of destination (when goods are exporting) through the nominated domestic freight forwarder by the supplier.
7. The supplier shall be responsible for attend to all customs requirement and handling customs entries at the destination port (when the goods are exporting) and responsible for inland transportation of the goods to the nominated location in the supplier’s country.

8. Price indicated in the bid document should be as follows,

Exchange Price per Valve: Bidder is required to mentioned the exchange price of a valve including the safety cap considering that the indicated scrap valve quantity will be received before the delivery.

9. The required valves in return should be substantially complying with the given specification in this bid document.

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SCHEDULE OF DELIVERY

Please refer the Annexure III, Schedule of Delivery for metal empty cylinders.

TECHNICAL SPECIFICATIONS

Please refer the attached Annexure II Technical Specification for all type of Cylinders

SAMPLE TESTING PROCEDURE

As specified in scope of supply.

Complying to the given critical parameters (Annexure II, C- Critical parameters) are considered as essential requirement.

DRAWINGS

The bidders are required to attached the completed signed drawings prepared as per the given technical specification along with the bid.

Information Copy

SECTION VI

CONDITION OF CONTRACT (CC)

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Section VI.
Conditions of Contract

1. Definitions

- 1.1** The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “Completion” means the fulfilment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (f) “CC” means the Conditions of Contract.
 - (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
 - (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract..
 - (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

- (l) “The Project Site,” where applicable, means the place named in the Contract Data.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

- 3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest Standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- (i) “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and
- iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.

- 4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

- 4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing and with the approval of the other party, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 All goods supplied under this contract shall be complied with applicable Standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to

commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.

10.3 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.

- 11. Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Documents Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Service included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
- 14. Contract Price** 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the Prices quoted by the Supplier in its bid.
- 15. Terms of Payment**
- 15.1 The Contract Price, shall be paid as specified in the Contract Data.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfilment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

- 16. Taxes and Duties**
- 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17. Performance Security**
- 17.1 If required as specified in the Contract Data, the Supplier shall within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the form stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 18. Copyright**
- 18.1 The copyright in all drawings, documents, and other materials Containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 19. Confidential Information**
- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. However, it is the responsibility, liability and the obligation of the supplier to supply the agreed goods under this contract with required standards whether the subcontracts are awarded or not.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

22. Packing and Documents

22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

23. Insurance

23.1 Unless otherwise specified in the Contract Data, the Goods supplied Under the Contract shall be fully insured by the supplier against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

- 24. Transportation** 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
- 25. Inspections and Tests**
- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated

26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.

27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent

28.1 The Supplier shall, subject to the Purchaser's compliance with **Indemnity** CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

- 29. Limitation of Liability**
- 29.1 Except in cases of criminal negligence or wilful misconduct,
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
- 30. Change in Laws and Regulations**
- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission , any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.
- 31. Force Majeure**
- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments

- 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipment or packing;
 - (c) The place of delivery; and
 - (d) The Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33. Extensions of Time

- 33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Information Copy

SECTION VII
CONTRACT DATA

Information Copy

Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1(i)	The Purchaser is: Litro Gas Lanka Limited
CC 1.1 (m)	The Project Site/Final Destination is: Colombo Port, Sri Lanka.
CC 8.1	For notices , the Purchaser's address shall be: Attention: Director Procurement Address: Procurement Department, Litro Gas Lanka Limited, No 267, Colombo 02. Telephone: +94 112327714 Facsimile number: +94 112327698 Electronic mail address: Terrence.Appuhamy@LITROGAS.com
CC11.1	The time of completion of the whole Full quantity within the Litro delivery schedule as per the contract agreement upon accepting the letter of award. The staggered deliveries should be completed in line with the delivery schedule in the contract agreement.
CC 12.1	The documents to be submitted by the supplier on delivery, and completion of the supply <ol style="list-style-type: none"> 1. Manually signed Commercial Invoice 05 fold showing FOB value, freight and Insurance Chargers separately. 2. 3/3 Original Shipped On-board Freight Prepaid Bills of Lading 3. Insurance Policy / Certificate 02 fold for Ten percent above CIF value payable to the order of consignee providing cover under Marine Institute Cargo Clauses (A) Institute war Clauses (Cargo), Institute Strikes Clause (Cargo) and Stipulate all claims are payable in Colombo Irrespective of Percentage. 4. Dully signed packing lists 04 Fold Indicating weight and measurements of each package. 5. Certificate of Country of Origin 04 Fold. 6. Certificate of Quality and Quantity Certificate issued by third party Institute nominated by Litro (Veritas, SGS or similar institute which is nominated by Litro) in line with the requirements of Sri Lanka Standard Institute (SLSI).
CC 15.1 *****	The payment to be made to the Supplier under this Contract shall be as Follows. Payment to foreign suppliers: only for the approved shipments by SLSI Payment Term: Irrevocable Letter of Credit Credit Term: Mandatory – Payment in 45 days from B/L date for each SLSI approved shipment.
CC 16	For Foreign Suppliers: Litro Gas Lanka will furnish a Cheque in favour of the Director General of Customs to cover Customs Duty, Value Added Tax (VAT), and other applicable Taxes & Levies payable to Sri Lanka Customs such as Stamp Duty, Cess, Excise Duty, and surcharge on Customs Duty as applicable.

CC 17.1	<p>A Performance Security – The supplier shall submit the performance security before signing of the contract agreement or within 14 days of the notification of contract award.</p> <p>Performance Security shall be Unconditional on demand Security in the form of Bank Guarantee from Licensed Commercial Bank registered in Sri Lanka (of CBSL) issued in favour of Litro Gas Lanka Limited</p> <p>The amount of the performance security: 10% of the total contract value.</p>
CC 26.1	<p>The liquidated damages Shall be 2% from the contracted value per week or part of week.</p> <p>Supplier is required to arrange the deliveries as specified in the list of delivery schedule and agreed delivery intervals in the bid process.</p>
CC 26.1	<p>The Maximum amount of liquidated damages shall be 10% from the contracted value.</p>
CC 27	<p>Not Applicable</p>
New Clause	<p>Applicable Incoterm for foreign supply is CIF Colombo 2020 and any amendments applicable during the contract period.</p>

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SECTION VIII

CONTRACT FORMS

- 1. CONTRACT AGREEMENT**
- 2. PERFORMANCE SECURITY**

Information Copy

1. Contract Agreement

THIS CONTRACT AGREEMENT is made the [insert: number] day of [insert: month], [insert: year].

BETWEEN

- (1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of or corporation and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, (*Name of the Contract*) and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - a) This Contract Agreement
 - b) Contract Data
 - c) Conditions of Contract
 - d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - e) The Supplier’s Bid and original Price Schedules
 - f) The Purchaser’s Notification of Award
 - g) [Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]
in the capacity of [insert title or other appropriate designation]
in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]
in the capacity of [insert title or other appropriate designation]
in the presence of [insert identification of official witness]

Information Copy

2. Performance Security

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

----- [Issuing Agency's Name, and Address of Issuing Branch or Office] -----

Beneficiary: Litro Gas Lanka Limited, No. 267, Union Place, Colombo 02.

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. ----- **LGLL/VALVE/007/ICB/2025** dated ----- with you, for the -
----- **Supply of LPG compact valves for domestic LPG Cylinders** (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 Supplier, 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 without proofs or condition 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, 2026. (last delivery **28 days + Delivery to the Litro**) And any demand for payment under it must be received by us at this office on or before that date.

.....
[Signature (s)]

Annexure I – Financial Proposal

Financial Bid for Supply of Cylinder Valves

Information Copy

Annexure I – Financial Proposal

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid submission]
No. **LGLL/VALVE/007/ICB/2025**

To: The Chairman, Standing Cabinet Appointed Procurement Committee
Litro Gas Lanka Limited,
No 267, Union Place,
Colombo 02, Sri Lanka.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services: **Supply of LPG Compact Valves for Litro Gas Lanka Limited.**
- (c) The total CIF price of our Bid (for each lot), and any discounts offered is: [insert the total bid price in words and figures];

Prices in Figures:

Cylinder Type	Unit CIF Price
Lot No1 – Supply of brand new valves.	
Lot No 2- Supply of brand new valves under the replacement basis for old valves.	

Prices in Words:

Cylinder Type	Unit CIF Price in words
Lot No1 – Supply of brand new valves (600,000 Nos).	
Lot No 2- Supply of brand new valves under the replacement basis for old valves (440,000 Nos).	

Annexure I – Financial Proposal

- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (g) Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract has not been declared blacklisted by the Department of Public Finance;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Annexure I – Financial Proposal

Supply of Compact Valves for LPG Cylinders – Lot No 01

Description	Price in USD
Unit FOB Price for Cylinder Valve	
Unit Freight Cost	
Unit Insurance Cost	
Unit CIF Price of the Cylinder Valve	
Unit CIF price for the supply of Compact Valves in words	
Total CIF price for the supply of 600,000 nos of Cylinder Valves	

COPY

Signature of Bidder:

Name

Date:

Company Seal

.....

Note: In case of discrepancy between unit price and total, the unit price shall prevail

Annexure I – Financial Proposal

Supply of Compact Valves for LPG Cylinders – Lot No 02

Description	Price in USD
Unit FOB Price for brand new cylinder valve	
Less: Discount for the used valves (Unit)	
Unit FOB price after the discount	
Unit Freight Cost	
Unit Insurance Cost	
Unit CIF Price of the Cylinder Valve	
Unit CIF price for the supply of Compact Valves in words	
Total CIF price for the supply of 440,000 nos of Cylinder Valves	

Signature of Bidder:

Name

Date:

Company Seal

.....

Note: In case of discrepancy between unit price and total, the unit price shall prevail

Annexure II – Technical Specification & Compliance

Specification of Compact LPG Cylinder Valve D20 for 2.3kg, 5kg and 12.5kg Domestic Cylinders					
S/N	Description	Litro Requirement	Critical/ Non-critical	Bidder's Response (Yes / No)	If " No " Comment/s on the Offer
1	LPG composition	Propane Max 30%	Non-critical		
2	Cylinder Water Capacity (Liters)	4.8, 10.8, 26.2	Critical		
3	Manufacturing specifications & standards- SLSI	SLSI 1184 - 1998	Critical		
4	Manufacturing specifications & standards- ISO	ISO-14245-2021	Critical		
5	Manufacturing specifications & standards- EN	To be indicated	Critical		
6	Manufacturer's name	To be indicated	Critical		
7	Model number	To be indicated	Critical		
8	Internal valve bunk thread	W28.8 X 1/14 TAP DIN477	Critical		
9	Taper Ratio	3:25, 55 Deg	Critical		
10	Valve size	20mm diameter	Critical		
11	Wrench size	30mm (+0/-0.5) Hexagonal	Critical		
12	Overall Length	Approx. 66 mm (Except sediment tube)	Critical		
13	Sediment Tube	Length 13mm, (Color to be indicated).	Critical		
14	Minimum Life Time	15 years from Manufactured Date	Critical		

Note: Not complying with any of the critical items in the above specification shall be a reason for disqualification.

Annexure II – Technical Specification & Compliance

15	Average Weight of a valve	220 to 230 grams Approximately	Non-critical		
16	LPG Cylinder Valve & Safety Cap Drawing	Should consist of 1. A Sectional View Of The Valve & Safety Cap 2. Dimensions 3. Design Standards - As above 4. PRV Settings - 375 psig 5. Flow Rates - 5 cu.m/min 6. Permanent Markings a. Manufacturer's designation or logo b. Date code, indicating the year of manufacture and week or month, e.g. by YY/MM or YY-WW c. Pressure relief valve set pressure - 375 psig 7. Component List With Part Numbers 8. Specific Symbols a. Manufacturer's Logo b. Logo of the Standard Body c. Logo of the Testing Authority 9. Manufacturing standard 10. Model Number 11. Batch Number 12. Serial Number 13. Date Of Manufacture	Critical		

Note: Not complying with any of the critical items in the above specification shall be a reason for disqualification.

Annexure II – Technical Specification & Compliance

		14. Drawing Number 15. Drawing Date 16. Prepared By 17. Approved By Etc.			
17	LPG Cylinder Valve & Safety Cap Drawing - Hard copy	Complete dimensional drawing hard copy to be submitted with bid	Critical		
18	LPG Cylinder Valve & Safety Cap Drawing - PDF Soft copy - email	Complete dimensional PDF drawing to be submitted with the bid	Critical		
19	LPG Cylinder Valve & Safety Cap Drawing - AUTOCAD Soft Copy - email	Complete dimensional AUTOCAD drawing to be submitted with the bid	Critical		
20	Valve Design pressure	250 psi	Critical		
21	Valve Operating pressure (psig) & flow rate	Max. 92.4 psi at 37.8 °C & 2 kg/hr	Critical		
22	Hydrostatic Test Pressure (psig)	45 bar	Critical		
23	Leakage Test Pressure (psig)	Leakage test -High pressure - 25 bar	Critical		

Note: Not complying with any of the critical items in the above specification shall be a reason for disqualification.

Annexure II – Technical Specification & Compliance

		-Low pressure - 0.1 bar			
24	Filling Rate – Liters/minute of LPG	30 lts/min	Critical		
25	Valve Design temperature deg C	(-)40 to 65 deg C	Critical		
26	PRV Minimum pressure & flow rate	To be indicated	Critical	-	-
27	PRV Maximum pressure & flow rate	To be indicated	Critical	-	-
28	PRV Set pressure for flow rate (5m ³ /min)	375 psi, 5 m ³ /min	Critical		
29	Valve body material	Copper alloy (Brass)	Critical		
30	Valve stem material	Copper alloy (Brass)	Critical		
31	Valve stem guide material	Polyacetal resin/delrin	Critical		
32	Valve spring material	Stainless Steel 304	Critical		
33	Spring retainer material	Copper alloy (Brass)	Critical		
34	Consumer seal material	Nitrile butadiene rubber (NBR)	Critical		
35	Valve seat material	Nitrile butadiene rubber (NBR)	Critical		
36	PRV piston material (Poppet)	Polyacetal resin/delrin	Critical		
37	PRV sealing red cap material	Polyacetal resin/delrin	Critical		
38	Valve bottom protection bush plastic material	HDPE	Critical		
39	Safety cap material	HDPE/Delrin	Critical		
40	Safety cap spring material	AISI 304	Critical		
41	Safety cap strap material	Plastic	Critical		1. Cap-ABS (Acrylonitrile butadiene Styrene) 2. Loop-LDPE (Low-Density Polyethylene)

Note: Not complying with any of the critical items in the above specification shall be a reason for disqualification.

Annexure II – Technical Specification & Compliance

					3. 3. Loc Spring-1.1-1.3 mm (Spring tensioned SS)
42	Litro Gas logo on safety cap	As given in the annexure	Critical		
43	Pulling & Removal direction of safety cap	As given in the annexure	Critical		
44	Cylinder & Valve thread jointing compound	PTFE Thread Seal	Critical		
45	Permanent marking on Cylinder Valve body	Should consist Manufacturer's name; Specific symbols; PRV settings; Flow rates; Model number; Batch number; Serial number; Date of manufacture etc	Critical		
46	Design Calculation Sheet	Should consist calculation of critical parameters & to be submitted with the bid	Critical		
47	Calculation Sheet No & Date	To be indicated	Critical		
48	Country of manufacture	To be indicated	Critical		
49	Third-Party Inspection				
50	Manufacturing process to be submitted, certified by an accredited Third Party Inspection (TPI) body (such as BV/LOYIDS/SGS etc.)	The certified process to be submitted with bid	Critical		

Note: Not complying with any of the critical items in the above specification shall be a reason for disqualification.

Annexure II – Technical Specification & Compliance

51	The same TPI body should witness manufacturing as per the certified process if supply is awarded.	Inspection certificates are to be submitted batch-wise and (bidder's consent to be provided with the previous sample).	Critical		
52	Material to be certified by TPI	Certified material mill-certificate copies are to be submitted for approval before shipment, batch-wise (bidder's consent to be provided with the previous sample).	Critical		
53	Non-destructive tests conducted to be certified by TPI	Certified test certificate copies are to be submitted for approval before shipment, batch-wise (the bidder's consent is to be provided with the previous sample).	Critical		
54	Destructive Testing to be certified by TPI	Certified destructive test certificate copies are to be submitted for approval before shipment, batch-wise (the bidder's consent is to be provided with the previous sample).	Critical		
Samples & Manufacturing process inspection					
55	Sample of complete cylinder Valve & safety cap for inspection at LITRO, to be submitted on or before the closing of bids.	Sample of complete cylinder Valve & safety cap for inspection at LITRO, to be	Critical		

Note: Not complying with any of the critical items in the above specification shall be a reason for disqualification.

Annexure II – Technical Specification & Compliance

		submitted on or before the closing of bids.			
56	Sample Sectioned cylinder valve for inspection at LITRO	Sample sectioned cylinder valve & safety cap to be submitted on or before the closing of bids.	Critical		
57	Sample of all internal components of cylinder valve for inspection at LITRO	Samples of internal components are to be submitted on or before the closing of bids.	Critical		

Note: Not complying with any of the critical items in the above specification shall be a reason for disqualification.

Annexure II – Technical Specification & Compliance

Specification of Consumer Seal for Cylinder Valve D20					
S/N	Description	Litro requirements	Critical/ Non-critical	Bidder's Response (Yes / No)	If "No" comment/s on the offer
1	General specifications				
2	Colour	Black	Critical		
3	Seal Material	NBR / EN 549	Critical		
4	Dimension				
5	Outer Diameter-mm	12.85(+)-0.10 (-)0.05	Critical		
6	Inner Diameter-mm	8.7(+/-)0.05	Critical		
7	Height-mm	7(+/-)0.1	Critical		
8	Unit Weight	0.7 (+/-) 5% g/unit	Critical		
9	Hardness Class / IRHD	H2 (45 to 60)	Critical		
10	Temperature Class / deg C	B2 (- 20 to + 80)	Critical		
11	Density	ASTMD 790	Critical		
12	Tensile Strength	ASTMD 412	Critical		
13	Tear Strength	ASTMD 624	Critical		
14	% Elongation	ASTMD 412	Critical		
15	Compression Set	ASTMD 395B	Critical		
16	Water resistance(%0,70hrs/23 deg C,% volume change	ASTMD - 471	Critical		
17	Brittleness Temperature	ASTMD D746	Critical		
18	Acrylonitrile %	To be indicated	Critical		
19	Treatment	To be indicated (Eg. Sulphur Cured)	Critical		

Note: Not complying with any of the critical items in the above specification shall be a reason for disqualification.

Annexure II – Technical Specification & Compliance

	Standards				
20	UL 157	Resistance to Diesel fuel, Fuel Oil or Lubricating Oil	Critical		
21		Resistance to Liquefied Petroleum Gas (LP Gas)	Critical		
22		Resistance to Atmospheric Ozone	Critical		
23	ASME	UL 157 requirements	Critical		
24	PSB	EN 549 requirements	Critical		
25	SICAL	EN 549 requirements + " extra "	Critical		
26	NASTHOL	EN 549 requirements	Critical		
27	CE - PI	EN 549 requirements	Critical		
28	EN 549	Ozone Resistance ISO - 1431 - Me	Critical		
29	Consumer seal Drawing - Hard copy	Complete dimensional drawing hard copy to be submitted with bid	Critical		
30	Consumer seal Drawing - PDF soft copy - email	To be submitted with the Bid	Critical		
31	Consumer seal Drawing – AutoCAD soft copy - email	To be submitted with the Order	Critical		
32	Material specifications & Manufacturing standards- SLSI or / Other	To be submitted with the Bid	Critical		
	Third-Party Inspection				

Note: Not complying with any of the critical items in the above specification shall be a reason for disqualification.

Annexure II – Technical Specification & Compliance

33	Manufacturing process to be certified by TPI inspection bodies such as BV/LOYIDS/SGS etc.	The certified process to be submitted with the bid	Critical		
34	The same TPI body should witness manufacturing as per the certified process if the supply awarded	Inspection certificates are to be submitted batch-wise	Critical		
35	Material to be certified by TPI	Certified material copies are to be submitted for approval before shipment, batch-wise	Critical		
	Samples				
36	Sample of consumer seal for inspection at LITRO	Sample consumer seal 50 nos. to be submitted with Valve sample	Critical		

Signature of Bidder

Name

Company Seal

<p>Note: Not complying with any of the critical items in the above specification shall be a reason for disqualification.</p>

Annexure III, Schedule of Delivery of LPG Compact Valves

Procurement No: LGLL/VALVE/007/ICB/2025

Product	Total Quantity
Cylinder Valves	1,040,000

Information Copy

Delivery Plan - Cylinders

ETA to the Colombo Port (No of Days from the Contract Signing Date)	Litro Proposed Delivery Quantity		Bidder's Feedback for the delivery quantity	Remarks
	Lot No 1	Lot No 2		
Jun-25	80,000	-		
Jul-25	80,000	-		
Aug-25	80,000	-		
Sep-25	-	120,000		
Oct-25	-	120,000		
Nov-25	-	120,000		
Dec-25	40,000	80,000		
Jan-26	120,000			
Feb-26	130,000			
Mar-26	70,000	-		
		-		
Total	1,040,000			

Note: Delivery schedule will be finalized at the time of contracting.

To be filled by the supplier (Earliest ETA Colombo)

Shipment (first 3 shipments)	Earliest Possible ETA	Loading Qty	No of Containers
1			
2			
3			

Name of the Bidder:

Signature of the bidder:

Name of the Authorized Representative of the bidder:

Date:

Annexure IV - Sample Compliance Certificate

To: The Chairman, Ministry Procurement Committee

Litro Gas Lanka Limited, No 267, Union Place,

Colombo 02.

I /we (Name of the authorized person) on behalf of (Name of the Bidder) hereby certify that the required numbers of samples and required accessories / parts (as mentioned in ITB clause no 45 & Technical specifications) which was made as per the given specification under this bidding document (Annexure II – Technical Specification) will be dispatched on (Date) through (Name of the courier Service) under the tracking number (Insert courier tracking number if any) and it will reached to the destination by (Estimated Delivery Date).

Details of the samples are as follows, (please mentioned the required details)

Sample Type	Qty.	Marks & Numbers

We hereby certify that the all costs associate of samples until its delivery to the destination mentioned in ITB Clause no 45.2 are at our cost of bidding under this bidding procedure.

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Annexure V – Form of Technical Bid

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*
No. **LGLL/VALVE/007/ICB/2025**

To: The Chairman, Ministry Procurement Committee
Litro Gas Lanka Limited,
No 267, Union Place,
Colombo 02, Sri Lanka.

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services:

Supply of Compact Valves for LPG Cylinders.

- c) Dully completed and signed Price schedule is included in to the “Envelop 2 – Financial Bid”.
- d) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- e) The dully completed following documents are included in to the bidding document. (Please insert the documents which are attached with the bidding document)
 - i.
 - ii.
 - iii.
- f) We have submitted the bid for the full quantity indicated in the bid.
- g) We have submitted the required samples as per the bid document on or before the sample submission date.
- h) We understand that the We shall comply with the SLSI standard and any changes in the standard during the contract period we undertake to comply with the required SLSI standards and amendments during the contract period.

Signed: *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*
Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Annexure VI - Non-collusion Affidavit (Template)
(Procurement Guideline Reference - 1.5)

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

- a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
- b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
- c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me) on this day of ... at ...

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS