



PROCUREMENT NOTICE
FOR THE SUPPLY OF LPG COMPACT VALVES
FOR DOMESTIC AND COMMERCIAL LPG CYLINDERS
FOR LITRO GAS LANKA LIMITED
PROCUREMENT No: LGLL/OPS/053/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 LPG Compact Valves for Domestic and Commercial LPG Cylinders for Litro Gas Lanka Limited.

The bids should be submitted by manufacturers who have at least ten years of recent experience in the field of Supplying LPG Compact Valves for LPG Cylinders in both local and foreign markets and shall have a minimum of three recent years of experience, as of the bid closing date, in supplying similar valve models to the international markets.

All bids shall be accompanied by an irrevocable unconditionally encashable bid security in the form of a Bank Guarantee issued by a licensed commercial bank operating in Sri Lanka or a bank based in another country. However, if the guarantee is from a bank based in another country, the guarantee should be confirmed and assured by a licensed commercial bank operating in Sri Lanka and be issued in favor of Litro Gas Lanka Limited.

Lot No:	Description	Total Quantity	Bid security amounts in USD	Bid validity date	Bid security validity date
01.	Supply of brand new valves for domestic cylinders.	200,000 Nos	5,000.00	04 th May 2026	29 th June 2026
02.	Supply of brand new valves under the replacement basis for old valves for domestic cylinders.	1,200,000 Nos	18,000.00	01 st June 2026	27 th July 2026
03.	Supply of brand new valves for commercial cylinders.	10,000 Nos	500.00	20 th April 2026	15 th June 2026

A Pre-bid meeting (online) will be held on **13th January 2026, Time: 10.00 AM (SLST)**. Interested parties should register for the pre bid meeting by submitting an authorization letter, issued on behalf of their company to the email address **Damith.Liyanage@litrogas.com** on or before **15:00 hours (SLST) on or before 12th January 2026**.

The procurement document will be issued to the prospective bidders at the payment of a non-refundable fee of **USD 197.00 or LKR 60,000.00 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 procurement document may be collected on any working day (Mon-Fri) between **09:30 – 15:00 hours (SLST) from 22nd December 2025 up to 30th January 2026 (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 **15:00 hours (SLST) on 02nd February 2026**. **The opening of bids will be conducted at the 4th Floor auditorium of the above premises soon after the bid closing. Late bids will not be accepted.**

SLST: Sri Lanka Standard Time.

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 AND
COMMERCIAL LPG CYLINDERS**

CONTRACT PERIOD: 2026

PROCUREMENT NUMBER: LGLL/OPS/053/ICB/2025

Bid Closing Date: 02nd February 2026

No 267

Union Place, Colombo 02,

Sri Lanka

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SECTION I

INSTRUCTIONS TO BIDDERS (ITB)

Information Copy - Not for bidding

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 Action. 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
Documents**

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing 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 the 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 agree 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 Bidders Clause 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 the 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 into 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 be delivered into 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 on a door to door basis.
- 45.5 The 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 - Not for bidding

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 and Commercial LPG Cylinders. Bid Number LGLL/OPS/053/ICB/2025
ITB 2.1	The source of funding is : Litro Gas Lanka Limited
ITB 4.1	<p>Bidder's eligibility criteria under this procurement are as follows:</p> <p>To be eligible for contract award, the successful bidders shall possess legal rights and shall not be blacklisted or debarred, whether locally or internationally, by any government institution, regulatory authority, or recognised commercial entity with respect to the supply of LPG-related components.</p> <ol style="list-style-type: none"> 1. The Bidder shall be a manufacturer with at least ten years of recent experience in supplying LPG compact valves for LPG cylinders in both local and foreign markets. 2. The Bidder shall have a minimum of three recent years of experience, as of the bid closing date, in supplying similar valve models to international markets. 3. The bidder shall possess a valid permit or product certification licence from Sri Lanka Standard Institute (SLSI) to supply similar LPG compact valves as described in the procurement documents and specifications, or a product license from SIRIM QAS International Sdn. Bhd or any other permit accepted by the Sri Lanka Standard Institute (SLSI). 4. The Bidder shall possess an average delivery performance over a one-year period within the most recent three years up to 31st October 2025, at least as follows: <ol style="list-style-type: none"> a. Lot No 1 - 17,000 pcs per month. b. Lot No 2 -100,000 pcs per month. c. Lot No 3 - 900 pcs per month. 5. A bidder from a country on which UN sanctions have been imposed (in the case of a natural person, the country of nationality; and in the case of a legal person, the country of incorporation) shall not be eligible for contract award.
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>,</p> <ul style="list-style-type: none"> • The Purchaser's address is: • Attention: Director Procurement • Address: Procurement Department, 5th Floor, Litro Gas Lanka Ltd, No 267, Union Place, Colombo 02. • Telephone: +94 112327714 • Facsimile number: +94 112327698 • Electronic mail address: Terrence.Appuhamy@litrogas.com.
Pre Bid Meeting	<p>A Pre-bid meeting (online) will be held on 13th January 2026, Time: 10.00 AM SLST. Interested parties should register for the pre bid meeting by submitting an authorization letter, issued on behalf of their company to the email address Damith.Liyanage@litrogas.com on or before 15:00 hours (SLST) on or before 12th January 2026.</p>
C. Preparation of Bids	
ITB 10.1	<p>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.</p>
ITB 11.1	<p>The Bid shall be Comprising the following Documents</p> <p><u>Qualification and Experience Information</u></p> <ol style="list-style-type: none"> 1. Documents related to authentication of signatory (Power of Attorney / Board Resolution). <ol style="list-style-type: none"> a. The authorized signatory who signed the bid should have a legally valid document to sign the bid on behalf of the bidder. 2. Bid security as specified in the procurement documents. 3. Duly filled and signed Price schedule - Format given under the section. 4. Duly filled and signed Technical specifications - Format given under the section V - (3). 5. Duly completed and signed sample compliance sheet - Format given under the section IV - (5). 6. Copy of Business/Company Registration signed by the authorized signatory. 7. Audited financial statements of last three years (2022, 2023 and 2024) ending bid closing date. 8. Company Profile with the details of products and markets. 9. Duly completed and signed delivery confirmation letter - Format given under the section IV - (6). 10. Duly signed Non – Collusion Affidavit - Format given under the section IV - (7). 11. Certification by the bidder to comply with the SLSI standard during the contract period. 12. Copy of the valid permit or product certification licence issued from Sri Lanka Standard Institute (SLSI) or product license from SIRIM QAS International Sdn. Bhd or any other permit accepted by Sri Lanka Standard Institute (SLSI) to supply the quoted valve model /s 13. Export records (Bills of lading and packing lists) to prove the average delivery performance in one year period during recent three years to 31st October 2025. 14. Duly signed product drawing for the quoted model/s. 15. Scrutinized condition of contract (section VI) including contract data given under the section VII 16. Documents required as per the technical specification. 17. PCA Certificate issued by the Registrar of Public Contracts, Sri Lanka. The contract will be awarded to a contractor only after this certificate is submitted. <p>Please note that PCA form is a prescribed form under the Public Contracts Act No.3 of 1987, which specified the persons required to register with the Registrar of Public Contracts. The online Registration details are available for your reference at http://www.gic.gov.lk/gic/index.php?option=com_info&id=2323&task=info&lang=en).</p>

ITB 14.3	<p>Supply of LPG compact valves for domestic LPG Cylinders for the Contract Period 2026.</p> <table><tr><th>Lot No</th><th>Description</th><th>Total Quantity</th></tr><tr><td>Lot No 01</td><td>Supply of brand new valves for domestic cylinders</td><td>200,000 Nos</td></tr><tr><td>Lot No 02</td><td>Supply of brand new valves under the replacement basis for old valves</td><td>1,200,000 Nos</td></tr><tr><td>Lot No 03</td><td>Supply of brand new valves under the replacement basis for old valves - Commercial cylinders.</td><td>10,000 Nos</td></tr></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, 3 or all. 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 for domestic cylinders	200,000 Nos	Lot No 02	Supply of brand new valves under the replacement basis for old valves	1,200,000 Nos	Lot No 03	Supply of brand new valves under the replacement basis for old valves - Commercial cylinders.	10,000 Nos				
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Lot No 03	Supply of brand new valves under the replacement basis for old valves - Commercial cylinders.	10,000 Nos															
ITB 14.4	<p>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.</p>																
ITB 15.1	<p>The bidders are allowed to quote only in United States Dollars (USD).</p>																
ITB 19.1	<p>Bid validity period:</p> <table><tr><th>Lot No</th><th>Description</th><th>Bid validity period</th></tr><tr><td>1</td><td>Supply of brand new valves for domestic cylinders</td><td>04th May 2026</td></tr><tr><td>2</td><td>Supply of brand new valves under the replacement basis for old valves</td><td>01st June 2026</td></tr><tr><td>3</td><td>Supply of brand new valves under the replacement basis for old valves - Commercial cylinders</td><td>20th April 2026</td></tr></table>	Lot No	Description	Bid validity period	1	Supply of brand new valves for domestic cylinders	04th May 2026	2	Supply of brand new valves under the replacement basis for old valves	01st June 2026	3	Supply of brand new valves under the replacement basis for old valves - Commercial cylinders	20th April 2026				
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ITB 20.1	<p>All bids shall be accompanied by an irrevocable unconditionally encashable bid security in the form of a bank guarantee issued by a licensed commercial bank operating in Sri Lanka or a bank based in another country. However, if the guarantee is from a bank based in another country, the guarantee should be confirmed and assured by a licensed commercial bank operating in Sri Lanka and be issued in favor of Litro Gas Lanka Limited.</p>																
ITB 20.2	<p>Amount of the bid security for each lots are as follows:</p> <table><tr><th>Lot No</th><th>Description</th><th>Bid Security</th><th>Validity of the bid security</th></tr><tr><td>01</td><td>Supply of brand new valves for domestic cylinders</td><td>USD 5,000.00</td><td>29th June 2026</td></tr><tr><td>02</td><td>Supply of brand new valves under the replacement basis for old valves for domestic cylinders</td><td>USD 18,000.00</td><td>27th July 2026</td></tr><tr><td>03</td><td>Supply of brand new valves for commercial cylinders</td><td>USD 500.00</td><td>15th June 2026</td></tr></table>	Lot No	Description	Bid Security	Validity of the bid security	01	Supply of brand new valves for domestic cylinders	USD 5,000.00	29th June 2026	02	Supply of brand new valves under the replacement basis for old valves for domestic cylinders	USD 18,000.00	27th July 2026	03	Supply of brand new valves for commercial cylinders	USD 500.00	15th June 2026
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03	Supply of brand new valves for commercial cylinders	USD 500.00	15th June 2026														

D. Submission and Opening of Bids	
ITB 22.1	The bidder shall submit the bid under two separately sealed envelopes as follows: (a) Bidders should submit the duly sealed bids together with the contents of bidding documents under the volume I & II by registered post or deposited in the Tender Box kept for this purpose as per the address given in ITB 23.1 The bidders should enclose the "Original" and the "Copy" of the Bid on the prescribed bidding forms given under the Section IV of Bidding Documents, together with the contents of the Bidding Documents under Volume I and II of Bidding Documents in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY".
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 and commercial LPG Cylinders /Proc. No. LGLL/OPS/053/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	For bid submission purposes, the Purchaser's address is: Attention: The Chairman, Ministry Procurement Committee Address: Litro Gas Lanka Limited, No. 267, Union Place, Colombo 02. The deadline for the submission of bids is: Date: 02nd February 2026 Time: 15:00 hours (SLST)
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	The bid opening shall take place at: 4 th Floor Auditorium. Address: Litro Gas Lanka Limited, No. 267, Union Place, Colombo 02. Date: 02nd February 2026. Time: Soon after the bid closes.
ITB 26.3	The purchaser will open the envelope marked, "Original" in the presence of bidders designated representatives who choose to attend.
E. Evaluation and Comparison of Bids	
ITB 34.1	Domestic preference "shall not be" a bid evaluation factor.
ITB 35.4	Accepted bids shall be evaluated by the Bid Evaluation Committee (BEC) appointed for this purpose. The following factors and methodology will be used for evaluation The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which: <u>Preliminary Bid Evaluation:</u> 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>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).</p> <p>b) Submission of required documentation to carry out the detailed bid evaluation: Bidder is required to enclose all required documents as specified in the ITB 11.1 and section III - evaluation and qualification criteria.</p> <p>c) bid is signed properly by an authorized signatory.</p> <p>d) Bid Security with given format, amount and validity period.</p> <p>e) Bid is complete and quoted for the full quantity in each lot.</p> <p>f) Dully signed form of bid.</p> <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> <p>a) Comply with the given critical Technical specifications (Annexure II).</p> <p>b) Past performances & experience in the field.</p> <p>c) Conform to the terms and conditions, and specifications without any material deviation.</p> <p>d) Delivery period. Bidder should supply as per the delivery schedule.</p> <p>e) Required Test reports as per the technical specification.</p> <p>f) Acceptance of samples as per the technical requirements.</p> <p>g) Submission of the Accredited Third Party Inspection Certification for the manufacturing Process and product as per the SLSI standard: SLS 1184.</p> <p>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, Lot No 3 and all. However, the bidder shall quote for all quantities within a lot. Bids with partial quantities within a lot shall be rejected.</p> <p><u>Sample evaluation of technically qualified bids</u></p> <p>Only qualified bids under the detailed technical evaluation will be considered for the sample evaluation. Sample evaluation procedure is outlined in section III - evaluation and qualification criteria.</p> <p>The only bids which are technically qualified and substantially responsive will be considered for the commercial evaluation.</p> <p>a) Properly filled and signed Price schedule.</p> <p>b) Conform to the terms and conditions, and specifications without any material deviation.</p> <p>c) Acceptance of the proposed contract terms without any condition.</p> <p>d) Acceptance of the proposed delivery schedule.</p> <p>e) Acceptance to the given payment terms in the procurement documents.</p> <p>f) The lowest evaluated substantially responsive bid will be selected for awarding of the contract.</p> <p>The award shall be based on the technically responsive lowest evaluated bidder whose bid 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 whatsoever. 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 15.00 hours (SLST) on 02nd February 2026.</p> <p>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 samples 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><tr><th>Details of samples</th><th>No of Samples required</th><th>Marks & Nos. (AWB / BL No)</th><th>Expected delivery date.</th></tr><tr><td>Cylinder Valve and safety cap (domestic cylinders)</td><td>04 Nos</td><td></td><td></td></tr><tr><td>Sectioned Cylinder Valve and Safety cap (domestic cylinders)</td><td>04 Nos</td><td></td><td></td></tr><tr><td>Internal component sets (domestic cylinders)</td><td>04 Nos</td><td></td><td></td></tr><tr><td>Consumer seals</td><td>50 Nos</td><td></td><td></td></tr><tr><td>Cylinder Valve and safety cap (commercial cylinders)</td><td>04 Nos</td><td></td><td></td></tr><tr><td>Sectioned Cylinder Valve and Safety cap (commercial cylinders)</td><td>04 Nos</td><td></td><td></td></tr><tr><td>Internal component sets (commercial cylinders)</td><td>04 Nos</td><td></td><td></td></tr></table>	Details of samples	No of Samples required	Marks & Nos. (AWB / BL No)	Expected delivery date.	Cylinder Valve and safety cap (domestic cylinders)	04 Nos			Sectioned Cylinder Valve and Safety cap (domestic cylinders)	04 Nos			Internal component sets (domestic cylinders)	04 Nos			Consumer seals	50 Nos			Cylinder Valve and safety cap (commercial cylinders)	04 Nos			Sectioned Cylinder Valve and Safety cap (commercial cylinders)	04 Nos			Internal component sets (commercial cylinders)	04 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> <p>I. There is no conflict of interest II. There is no involvement in collusive practices.</p> <p>foreign bidders to submit an affidavit affirmed by a competent person or institution duly authorized under the laws of their respective countries.</p>																																
Appeals Against Contract Award Recommendations	<p>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.</p> <p>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.</p>																																
Performance Security	<p>Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, shall furnish an irrevocable unconditionally encashable Performance Security in the form of a bank guarantee issued by a licensed commercial bank operating in Sri Lanka or a bank based in another country. However, if the guarantee is from a bank based in another country, the guarantee should be confirmed and assured by a licensed commercial bank operating in Sri Lanka and be issued in favor of Litro Gas Lanka Limited. The performance security shall be not less than ten percent (10%) of the total contract value.</p>																																

Information Copy - Not for bidding

SECTION III

EVALUATION AND QUALIFICATION CRITERIA

Information Copy - Not for bidding

Section III.

Evaluation and Qualification Criteria

1. Evaluate the bidder's eligibility to the bid.

1. The Bidder shall **not be blacklisted or debarred**, whether locally or internationally, by any government institution, regulatory authority, or recognised commercial entity with respect to the supply of LPG-related components.
2. The Bidder shall be a manufacturer with at least **ten years of recent experience** in supplying LPG compact valves for LPG cylinders in both local and foreign markets.
3. The Bidder shall have a minimum of **three recent years of experience**, as of the bid closing date, in supplying similar valve models to international markets.
4. The bidder shall possess a **valid permit or product certification licence** from Sri Lanka Standard Institute (SLSI) to supply similar LPG compact valves as described in the procurement documents and specifications or product license from SIRIM QAS International Sdn. Bhd or any other permit **accepted by the Sri Lanka Standard Institute (SLSI)**. If the bidder submits any permit other than the permits issued by SLSI or SRIM, the bidder shall obtain SLSI acceptance within ten (10) working days from the date of bid closing and submit it to the Procurement Entity.
5. The Bidder shall possess an average **delivery performance** over a one-year period within the most recent three years up to 31st October 2025, at least as follows:
 - a. Lot No 1 - 300,000 pcs per annum
 - b. Lot No 2 - 1.8 million pcs per annum.
 - c. Lot No 3 - 15,000 pcs per annum.

The bidder is required to submit the supporting documents (packing list and B/L) to satisfy the above requirement.

6. A bidder from a country on which **UN sanctions** have been imposed (in the case of a natural person, the country of nationality; and in the case of a legal person, the country of incorporation) **shall not be eligible** for contract award.

2. Preliminary bid evaluation

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, Lot No 3 or all lots. However, the bidder shall quote for total quantities within a lot. Bids with partial quantities within a lot shall be rejected.

Prior to the detailed evaluation of bids, the purchaser will examine the complete submission of the **following documents** which are listed under the ITB 11.1.

All bidders are required to mark the reference number given in the table below when preparing their bids.

S/N	Name of the document	Reference No
1	Documents related to authentication of the signatory (Power of Attorney or Board Resolution) - The authorized signatory who signed the bid should have a legally valid document to sign the bid on behalf of the bidder.	A
2	Duly filled and signed bid submission form - Format given under the section IV - (1).	B
3	Valid bid security as per the format given in the section IV - (3). Value as per the ITB 20.2 (BDS). Validity date as per the ITB 20.2 (BDS).	C

4	Duly filled and signed Price schedule - Format given under the section IV - (2).	D
5	Duly filled and signed Technical specifications - Format given under the section V - (3).	E
6	Duly completed and signed sample compliance sheet - Format given under the section IV - (5).	F
7	Copy of Business/Company Registration signed by the authorized signatory.	G
8	Audited financial statements of last three years (2022, 2023 and 2024) ending bid closing date.	H
9	Company Profile with the details of products and markets.	I
10	Duly completed and signed delivery confirmation letter - Format given under the section IV - (6).	J
11	Duly signed Non – Collusion Affidavit - Format given under the section IV - (7).	K
12	Certification by the bidder to comply with the SLSI standard during the contract period.	L
13	Copy of the valid permit or product certification licence issued from Sri Lanka Standard Institute (SLSI) or product license from SIRIM QAS International Sdn. Bhd or any other permit accepted by Sri Lanka Standard Institute (SLSI) to supply the quoted valve model /s	M
14	Export records (Bills of lading and packing lists) to prove the average delivery performance in one year period during recent three years to 31st October 2025.	N
15	Duly signed product drawing for the quoted model/s	O
16	Scrutinized condition of contract (section VI) including contract data given under the section VII	P
17	Documents required as per the technical specification	Q
18	Successfully submitted application for PCA Certificate to the Registrar of Public Contracts, Sri Lanka	R

3. Detail bid evaluation

- a. Compliance with technical specification
 - i. Compliance to the critical technical criteria specified in the technical specification as per the format given under the section V - (3).
- b. Compliance to the given delivery schedule.
 - i. Compliance to the proposed delivery schedule as per the delivery confirmation letter as specified under section IV - (6).
- c. Sample evaluation
 - i. Sample evaluation will be done by a competent team appointed by MPC in line with the operational requirements.

S/N	Test parameters	Minimum requirement at the Sample evaluation																											
		Domestic Cylinder valve		Commercial cylinder valve																									
1	Dimension Check.	<u>LPG Cylinder Valve:</u> 1. Valve thread: W28.8 X 1/14 TAP DIN477-1. 2. Wrench size:30 mm (+0/-0.5) Hexagonal. 3. Valve outlet dimensions : To be matched the domestic LPG regulator in the Sri Lankan market.		1. Valve bunk thread:W28.8 X 1/14 TAP DIN477-1. 2. Wrench size:30mm (+0/0.5) Hexagonal. 3. Valve outlet dimensions : To be matched the domestic LPG regulator in the Sri Lankan market.																									
		<u>Consumer Seal:</u> The compressed consumer seal will be immersed in LPG for 72 hours, and the results before and after immersion will be checked according to the table below: X = test result.		<u>Consumer Seal:</u> The compressed consumer seal will be immersed in LPG for 72 hours, and the results before and after immersion will be checked according to the table below: X = test result.																									
		<table><tr><th rowspan="2">Criteria</th><th>Before reaction with LPG</th><th>After reaction with LPG</th></tr><tr><th>millimetres</th><th>millimetres</th></tr><tr><td>Outer Diameter</td><td>12.8 to 12.95</td><td>$X \geq 12.8$</td></tr><tr><td>Inner Diameter</td><td>8.65 to 8.75</td><td>$X \geq 8.65$</td></tr><tr><td>Height</td><td>6.9 to 7.1</td><td>$X \geq 6.9$</td></tr></table>	Criteria	Before reaction with LPG	After reaction with LPG	millimetres	millimetres	Outer Diameter	12.8 to 12.95	$X \geq 12.8$	Inner Diameter	8.65 to 8.75	$X \geq 8.65$	Height	6.9 to 7.1	$X \geq 6.9$	<table><tr><th rowspan="2">Criteria</th><th>Before reaction with LPG</th><th>After reaction with LPG</th></tr><tr><th>millimetres</th><th>millimetres</th></tr><tr><td>Outer Diameter</td><td>12.8 to 12.95</td><td>$X \geq 12.8$</td></tr><tr><td>Inner Diameter</td><td>8.65 to 8.75</td><td>$X \geq 8.65$</td></tr><tr><td>Height</td><td>6.9 to 7.1</td><td>$X \geq 6.9$</td></tr></table>	Criteria	Before reaction with LPG	After reaction with LPG	millimetres	millimetres	Outer Diameter	12.8 to 12.95	$X \geq 12.8$	Inner Diameter	8.65 to 8.75	$X \geq 8.65$	Height
Criteria	Before reaction with LPG	After reaction with LPG																											
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	millimetres	millimetres																											
Outer Diameter	12.8 to 12.95	$X \geq 12.8$																											
Inner Diameter	8.65 to 8.75	$X \geq 8.65$																											
Height	6.9 to 7.1	$X \geq 6.9$																											
2	Relief pressure check.	PRV Nominal pressure & flow rate: 375 psi +/- 10 % & 5 m3 / min		PRV Nominal pressure & flow rate: 375 psi +/- 10 % & 9 m3 / min																									
3	Spindle Test.	Valve Stem Construction: The brass component of the valve stem is to be a single piece.		Valve Stem Construction: The brass component of the valve stem is to be a single piece.																									
4	Valve thread inspection	1. Check with thread gauge. 2. Check by fixing to the cylinder. 3. Check with torque wrench		1. Check with thread gauge. 2. Check by fixing to the cylinder. 3. Check with torque wrench																									
		Valve thread inspection and tightening test at 175Nm.																											

d. Financial bid evaluation.

- i. The technically compliant and substantially responsive bids will be evaluated commercially to select the lowest evaluated bid. The CIF cost of the valves will be compared among the technically responsive bids to determine the commercially lowest bid/bidder.

4. Post qualification requirements.

Financial capability:

S/N	Criteria
1	The Bidder is required to submit three (3) most recent (2022, 2023 and 2024) audited financial statements with unqualified audit opinions to demonstrate the operational profitability and financial stability of the Bidder.
2	The Bidder shall have a minimum credit facility available from a commercial bank or any other financial institution operating in the Bidder's country to demonstrate the credit facility amounts specified below. Lot No 01 - minimum USD 250,000.00. Lot No 02 - minimum USD 900,000.00. Lot No 03 - minimum USD 25,000.00.

Technical Capability

S/N	Criteria
1	Minimum ten (10) years' of recent experience in supplying LPG compact valves for LPG cylinders in both local and foreign markets. The Bidder shall provide any legally valid document to demonstrate compliance, which may include an export license, at least one shipping document (e.g., packing list and bill of lading) for each year, or any other legally recognized document to prove experience.
2	Minimum of three (03) recent years of experience, as of the bid closing date, in supplying similar valve models to international markets. The Bidder shall provide any legally valid document to demonstrate compliance, which may include an export license or at least one shipping document (e.g., packing list and bill of lading indicating the valve model number) for each year, or any other legally recognized document to prove the experience.
3	The Bidder is required to submit at least three (3) reference letters from international clients confirming satisfactory service performance in supplying similar valve models during the three (3) most recent years prior to the bid closing date.

Compliance

S/N	Criteria
1	Availability of a valid business registration certificate .
2	Availability of valid permit or product certification license : Copy of the valid permit or product certification licence issued from Sri Lanka Standard Institute (SLSI) or product license from SIRIM QAS International Sdn. Bhd or any other permit accepted by Sri Lanka Standard Institute (SLSI) to supply the quoted valve model /s.

Other obligations

S/N	Criteria
1	Bidder, subcontractor of the bidder or any facilitating service provider of the bidder shall not have any conflict of interest to the Litro Gas Lanka Limited and Litro Gas Terminal

	Lanka (Pvt) Ltd. It shall not be a company owned/associated or subsidiary or a one having shares of a competitor.
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Information Copy - Not for bidding

SECTION IV

BIDDING FORMS

1. **BID SUBMISSION FORM**
2. **PRICE SCHEDULE - (GOODS & RELATED SERVICES)**
3. **BID SECURITY (FORMAT)**
4. **MANUFACTURER'S AUTHORIZATION.**
5. **SAMPLE COMPLIANCE SHEET (FORMAT).**
6. **DELIVERY CONFIRMATION LETTER (FORMAT).**
7. **NON - COLLUSION AFFIDAVIT (FORMAT).**

1. Bid Submission Form/s

Bid Submission Form - Lot No 01

[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/OPS/053/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 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:

Lot No	Description	Unit CIF Price in USD	Total CIF Price in USD
01	Supply of brand new valves for domestic cylinders - 200,000 Nos.		

Prices in Words:

Lot No	Description	Unit CIF Price in USD	Total CIF Price in USD
01	Supply of brand new valves for domestic cylinders - 200,000 Nos.		

- 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;
- h) 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.
- i) 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]*

Information Copy - Not for bidding

Bid Submission Form - Lot No 01

[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/OPS/053/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:

- j) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- k) 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.
- l) 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:

Lot No	Description	Unit CIF Price in USD	Total CIF Price in USD
02	Supply of brand new valves under the replacement basis for old valves for domestic cylinders - (1,200,000 Nos)		

Prices in Words:

Lot No	Description	Unit CIF Price in USD	Total CIF Price in USD
02	Supply of brand new valves under the replacement basis for old valves for domestic cylinders - (1,200,000 Nos)		

- m) 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;
- n) 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;
- o) We have no **conflict of interest** in accordance with ITB Sub-Clause 4.3;
- p) 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;
- q) 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.
- r) 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]*

Information Copy - Not for bidding

Bid Submission Form - Lot No 01

[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/OPS/053/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:

- s) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- t) 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.**
- u) 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:

Lot No	Description	Unit CIF Price in USD	Total CIF Price in USD
03	Supply of brand new valves for commercial cylinders - 10,000 Nos.		

Prices in Words:

Lot No	Description	Unit CIF Price in USD	Total CIF Price in USD
03	Supply of brand new valves for commercial cylinders - 10,000 Nos.		

- v) 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;
- w) 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;
- x) We have no **conflict of interest** in accordance with ITB Sub-Clause 4.3;
- y) 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;
- z) 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.
- aa) 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]*

Information Copy - Not for bidding

2. Price Schedule

Supply of brand new valves for domestic 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 in figures.	
Unit CIF price for the supply of cylinder valves in words.	
Total CIF price for the supply of 200,000 nos of Cylinder Valves in figures.	
Total CIF price for the supply of 200,000 nos of Cylinder Valves in words.	

Signature of Bidder's authorized representative	
Name of the bidder's authorized representative	
Name of the bidder	
Date	
Company rubber stamp	

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

Supply of brand new valves under the replacement basis for old valves for domestic cylinders – Lot No 02

Description	Price in USD
Unit FOB Price for Cylinder Valve.	
Less: Discount for the used valves (Unit)	
Unit Freight Cost.	
Unit Insurance Cost.	
Unit CIF Price of the cylinder valve in figures.	
Unit CIF price for the supply of cylinder valves in words.	
Total CIF price for the supply of 1,200,000 nos of Cylinder Valves in figures.	
Total CIF price for the supply of 1,200,000 nos of Cylinder Valves in words.	

Signature of Bidder's authorized representative	
Name of the bidder's authorized representative	
Name of the bidder	
Date	
Company rubber stamp	
<i>Note: In case of discrepancy between unit price and total, the unit price shall prevail</i>	

Supply of brand new valves for commercial cylinders – Lot No 03

Description	Price in USD
Unit FOB Price for Cylinder Valve.	
Unit Freight Cost.	
Unit Insurance Cost.	
Unit CIF Price of the cylinder valve in figures.	
Unit CIF price for the supply of cylinder valves in words.	
Total CIF price for the supply of 10,000 nos of Cylinder Valves in figures.	
Total CIF price for the supply of 10,000 nos of Cylinder Valves in words.	

Signature of Bidder's authorized representative	
Name of the bidder's authorized representative	
Name of the bidder	
Date	
Company rubber stamp	

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

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 **(as specified in BDS)**.

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]*

SAMPLE COMPLIANCE SHEET (FORMAT).

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 all costs associated with 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]*

DELIVERY CONFIRMATION LETTER (FORMAT)

Date: _____

To:
The chairman, Ministry Procurement Committee

Litro Gas Lanka Limited

No 267, Union Place, Colombo 02

Subject: Confirmation of Delivery of Goods/Services

Dear Sir/Madam,

We hereby confirm that the requested goods/services to be delivered under Contract No. LGLL/OPS/053/ICB/2025 are accepted, and we agree to comply with the proposed delivery schedule under Section V – Scope of Supply. We further confirm that the technical specifications stipulated in Section V will be fully adhered to without any material deviation throughout the contract period.

We hereby agree to pay liquidated damages as stipulated under CC 26.1 in the event of any deviation from the proposed delivery schedule during the contract period. We further agree that any compensation arising from poor delivery performance during the contract period may be recovered from the Performance Security as provided under CC 17.1.

We hereby confirm and agree that all deliveries made by us during the contract period shall comply with the regulations and requirements stipulated by the Sri Lanka Standards Institution (SLSI). We further agree to take back, at our cost, any shipment that is not approved by the SLSI within three (3) months from the date of rejection and to arrange replacement deliveries in accordance with the contract requirements. We shall also compensate all costs associated with the delivery of such replacements to Litro Filling Facility, No. 121, Gunasekara Mawatha, Kerawalapitiya, Wattala, including all statutory and other payments.

Thank you for your cooperation

Yours faithfully,

Signature of Bidder's authorized representative:

Name of the bidder's authorized representative:

Name of the bidder:

Date:

Company rubber stamp:

NON - COLLUSION AFFIDAVIT (FORMAT)

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

Note: foreign bidders to submit an affidavit affirmed by a competent person or institution duly authorized under the laws of their respective countries.

SECTION V

SCHEDULE OF REQUIREMENTS

- 1. SCOPE OF SUPPLY**
- 2. SCHEDULE OF DELIVERY**
- 3. TECHNICAL SPECIFICATIONS**

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SCOPE OF SUPPLY

Lot No 01 (Supply of Brand new valves for domestic cylinders)

Before awarding of the contract

1. Bidders are invited to supply LPG compact valves (200,000 Nos) manufactured according to the SLSI 1184: 2023 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 bidders should provide requirements under this contract in full within the contract period.
4. The Bidder is required to arrange samples of cylinder valves which are manufactured under the SLSI standards and specification given in the bid document.

Lot No 03 (Supply of Brand new valves for commercial cylinders)

Before awarding of the contract

5. Bidders are invited to supply LPG compact valves (10,000 Nos) manufactured according to the SLSI 1184: 2023 and specification in this bid document.
6. 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.
7. Successful bidders should provide requirements under this contract in full within the contract period.
8. The Bidder is required to arrange samples of cylinder valves which are manufactured under the SLSI standards and specification given in the bid document.

After awarding of the contract

1. The supplier shall arrange to export 210,000 Nos of brand new Cylinder Valves for the use in LPG Cylinders under CIF terms. These valves shall be manufactured and exported 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. Suppliers should bear all costs associated with FOB arrangements including cleaning of the containers and freight charges up to the Colombo Port.
4. The purchaser will arrange local custom clearance (SL Customs) and delivery of the goods to the final destination or purchaser's premises.
5. Suppliers 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's 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 for old valves for the domestic cylinders)

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	1,200,000 Nos	280,800 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 into the poly sack bags and each bag contains 100 valves. The cost of any alternative packing arrangement should be borne by the bidder.
 - b. Import consignment should be palletized according to the general guidelines.
4. Successful bidders 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. Bidders 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 attending to all customs requirements 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 mention 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.

SCHEDULE OF DELIVERY

Lot	Shipment	Quantity	ETA Colombo
Lot no 01 - Supply of brand new valves for domestic cylinders	01	50,000	45 days from PO date
	02	50,000	45 days from PO date
	03	50,000	150 days from PO date
	04	50,000	150 days from PO date
Lot no 02 - Supply of brand new valves under the replacement basis for old valves for domestic cylinders	Monthly	170,000	Delivery of each month after 45 days from the PO for a consecutive 4 months period.
	Monthly	100,000	Delivery of each month after 150 days from the PO for consecutive 4 months period
	At the 12th month of the contract	120,000	Delivery after 240 days from the PO
Lot No 03 - Supply of brand new valves for commercial cylinders	1st shipment	5,000	Delivery after 45 days from the PO date
	2nd shipment	5,000	Delivery after 90 days from the PO date

Annexure 01 - Technical Specification and Compliance - Valves for domestic cylinders (2.3kg, 5kg and 12.5kg)

S/N	Specification of Compact LPG Cylinder Valve D20 for 2.3kg, 5kg and 12.5kg Domestic Cylinders				
	Description	Minimum Specification	Critical/ Non-critical	Bidder's Response (Yes / No)	If "No" comment/s on the offer
1	Type of valve	D20 compact cylinder valve for domestic cylinders with water capacities of 4.8L, 10.8L, and 26.2L.	Critical		
2	LPG composition	Propane Max 30%	Non-critical		
3	Manufacturing specifications & standards	SLSI 1184 - 2023 or MS 831: 2007, AM D.1: 2013 or Any other standard accepted by SLSI	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 DIN477-1	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. 67 mm (Except sediment tube)	Non-critical		
13	Sediment Tube Length & Colour	I. Length 13mm II. Colour - to be indicated	I. Non-critical II. Non-critical		
14	Minimum Life Time	15 years from the Manufactured Date.	Critical		
15	Average Weight of a valve	235 grams approximately (Average value)	Non-critical		

Annexure 01 - Technical Specification and Compliance - Valves for domestic cylinders (2.3kg, 5kg and 12.5kg)

16	LPG Cylinder Valve & Safety Cap Drawing	Should consist of (VI) A Sectional View of The Valve & Safety Cap (VII) Dimensions (VIII) Design Standards - As above (IX) PRV Settings - 375 psig (X) PRV Flow Rate - 5 cu.m/min (XI) Permanent Markings <ul style="list-style-type: none"> a. Month and year of manufacture, e.g. YY/MM b. Pressure relief valve set pressure - 375 psig (XII) Component List With Part Numbers (XIII) Manufacturer's name (XIV) Specific Symbols <ul style="list-style-type: none"> a. Manufacturer's Logo b. Logo of the Standard Body c. Logo of the Testing Authority (XV) Manufacturing standard (XVI) Model Number (XVII) Batch Number (XVIII) Serial Number (XIX) Date Of Manufacture (XX) Drawing Number (XXI) Drawing Date (XXII) Prepared By (XXIII) Approved By Etc.	Critical		
17	LPG Cylinder Valve Drawing Hard copy	Complete dimensional drawing hard copy to be submitted with the bid	Critical		
18	Safety Cap Drawing for LPG Cylinder Valve - Hard copy	Complete dimensional drawing hard copy to be submitted with the bid	Critical		
19	LPG Cylinder Valve & Safety Cap Drawing - pdf soft copy	LPG Cylinder Valve & Safety Cap Drawing - PDF Soft copy - to be emailed	Critical		
20	Valve Design pressure	1.65 MPa (240 psi) SLS 1184 page 9	Critical		
21	Valve Operating pressure (psig) & flow rate	Max. 1.65 MPa (240 psi) & 2 kg/hr SLS 1184 page 9	Critical		
22	Hydrostatic Test Pressure	3.3 MPa (480 psi) SLS 1184 page 8	Critical		

Annexure 01 - Technical Specification and Compliance - Valves for domestic cylinders (2.3kg, 5kg and 12.5kg)

23	Leakage Test Pressure (psig)	Leakage test -High pressure - 25 bar -Low pressure - 0.1 bar	Critical		
24	Filling Rate – Litres/minute of LPG	30 lts/min	Critical		
25	Valve Design temperature °C	(-)20 to (+)65 °C (deg.)	Critical		
26	PRV start-to-discharge pressure	2.6 MPa (375 psi) with permissible tolerance of + 10 %. SLS 1184 Page 7	Critical		
27	PRV Reseating Pressure	Reseat pressure shall not be less than 70% of the nominal set pressure	Critical		
28	PRV Nominal pressure & flow rate (5m ³ /min)	2.6 MPa (375 psi), 5 m ³ /min SLS 1184 Page 5	Critical		
29	Valve body material	Copper alloy (Brass)	Critical		
30	Valve Stem Construction	The brass component of the valve stem is to be a single piece	Critical		
31	Valve stem material	Copper alloy (Brass)	Critical		
32	Valve stem guide material	Polyacetal resin/Delrin	Non-critical		
33	Valve spring material	Stainless Steel 304	Critical		
34	Spring retainer material	Copper alloy (Brass)	Critical		
35	Consumer seal material	NBR (Nitrile Butadiene Rubber) Standard: EN 549	Critical		
36	Valve seat material	Nitrile butadiene rubber (NBR)	Critical		
37	PRV piston material (Poppet)	Polyacetal resin, Delrin, Brass or any other material meeting EN 13953:2021 requirements	Critical		
38	PRV sealing red cap material	Polyacetal resin/Delrin	Critical		
39	Valve bottom protection bush plastic material	HDPE	Critical		
40	Safety cap material	Acrylonitrile Butadiene Styrene	Critical		
41	Safety cap, Locking spring material	AISI 304 (1.1mm ~ 1.3mm)	Critical		
42	Safety cap strap material	Low-Density Polyethylene 1 Cap ABS (Acrylonitrile butadiene Styrene) 2 Loop (low-density polyethene 3 Loc spring (1.1mm 1.3mm) spring tensioned S/S	Non- Critical		
43	Litro Gas logo on safety cap	As given in the annexure	Critical		

Annexure 01 - Technical Specification and Compliance - Valves for domestic cylinders (2.3kg, 5kg and 12.5kg)

44	Pulling & Removal direction of the safety cap	As given in the annexure	Critical		
45	Cylinder & Valve thread jointing compound	PTFE Thread Seal (Not the thread sealing compound)	Critical		
46	Permanent marking on the Cylinder Valve body	Should consist of 1. Manufacturer's Logo 2. PRV settings: Pressure & Flow rate 3. Model number 4. Batch number 5. Serial number 6. Year & Month (MM/YYYY) 7. DIN 477-1 8. D20 9. Accepted Standard, etc	Critical		
47	Design Calculation Sheet	Should consist of the calculation of critical parameters, & To be submitted with the bid	Critical		
48	Calculation Sheet No & Date	To be indicated	Critical		
49	Country of manufacture	To be indicated	Critical		
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 is to be submitted with the bid	Critical		
51	The same TPI body should witness manufacturing as per the certified process if the 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-certificates copies to be submitted for approval before shipment, batch-wise (bidder's consent to be provided with the previous sample.)	Critical		
53	Non-destructive tests are conducted to be certified by TPI	Certified test certificate copies are to be submitted for approval before shipment, batch-wise (bidder's consent to be provided with the previous	Critical		

Annexure 01 - Technical Specification and Compliance - Valves for domestic cylinders (2.3kg, 5kg and 12.5kg)

		sample).			
54	Destructive Testing to be certified by TPI	Certified destructive test certificate copies to be submitted for approval before shipment, batch-wise (bidder's consent to be provided with the previous sample).	Critical		
Samples & Manufacturing process inspection					
56	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 submitted on or before the closing of bids.	Critical		
57	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		
58	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		
Specification of Consumer Seal for Cylinder Valve D20					
S/N	Description	Minimum Specification	Critical/ Non-critical	Bidder's Response (Yes / No)	If "No" comment/s on the offer
General specifications					
1	Colour	Black	Non-Critical		
	Name of the manufacturer	Name of the consumer seal manufacturer to be indicated	Non - Critical		
2	Seal Material	NBR (Nitrile Butadiene Rubber) Standard: EN 549	Critical		
Dimensions					
3	Outer Diameter- Millimetre (mm)	12.8 to 12.95	Critical (MS 831:2007 AMD.1:2013)		
4	Inner Diameter Millimetre (mm)	8.65 to 8.75 (MS 831:2007 AMD.1:2013)	Critical		

Annexure 01 - Technical Specification and Compliance - Valves for domestic cylinders (2.3kg, 5kg and 12.5kg)

5	Height Millimetre (mm)	6.9 to 7.1 (MS 831:2007 AMD.1:2013)	Critical		
6	Unit Weight	0.53g (+/-)5%	Non-Critical		
7	Hardness Class / IRHD	H2 (45 to 60)	Critical		
8	Temperature Class deg C	B2 (- 20 to + 80)	Critical		
9	Density	ASTMD 792	Critical		
10	Tensile Strength	ASTMD 412	Critical		
11	Tear Strength	ASTMD 624	Critical		
12	% Elongation	ASTMD 412	Critical		
13	Compression Set	ASTMD 395B	Critical		
14	Water resistance	ASTMD - 471 (%0,70hrs/23 deg C,% volume change	Critical		
15	Brittleness Temperature	ASTMD D746	Critical		
16	Acrylonitrile %	Should be 30-40%	Critical		
17	Treatment	Reports required (Eg, Sulphur Cured)	Critical		
	Standards				
18	UL157	Resistance to Diesel fuel, Fuel Oil or Lubricating Oil	Critical		
19	UL157	N- Pentane immersion resistance	Critical		
20	UL157	Resistance to Atmospheric Ozone	Critical		
21	ASME	UL 157 requirements	Critical		
22	PSB	EN 549 requirements	Critical		
23	SICAL	EN 549 requirements + " extra "	Critical		
24	NASTHOL	EN 549 requirements	Critical		
25	CE - PI	EN 549 requirements	Critical		
26	EN 549	Ozone Resistance ISO - 1431 - Me	Critical		
27	Consumer seal Drawing - Hard copy	Complete dimensional drawing hard copy to be submitted with the bid	Critical		
28	Consumer seal Drawing - PDF soft copy - Email	Complete dimensional drawing PDF Soft copy - to be emailed	Critical		

Annexure 01 - Technical Specification and Compliance - Valves for domestic cylinders (2.3kg, 5kg and 12.5kg)

29	Third-party inspection/ test report on physical properties of consumer seal material	To be submitted with the offer	Non - Critical		
30	Material specifications & Manufacturing standards- SLSI or / Other	To be submitted with the Bid	Critical		
	Third-Party Inspection				
31	The manufacturing process is to be certified by TPI inspection bodies, such as BV/LOYIDS/SGS, etc.	The certified process is to be submitted with the bid	Critical		
32	The same TPI body should witness manufacturing as per the certified process if the supply is awarded	Inspection certificates are to be submitted batch-wise	Critical		
33	Material to be certified by TPI	Certified material copies are to be submitted for approval before shipment, batch-wise	Critical		
	Samples				
34	Sample of consumer seal for inspection at LITRO	Sample consumer seal 50 nos. to be submitted with the Valve sample	Critical		

Notes:

- Third-party inspection/ test reports should be submitted for critical items where applicable.
- Not complying with any of the critical items in the specification shall be a reason for disqualification.
- The **consumer seal** should comply with **MS 831: 2007, AMD.1:2013** for LPG cylinder valves.

Signature of Bidder

Name

Company Seal

Annexure 02 - Technical Specification and Compliance - Valves for Commercial cylinders (37.5kg)

Specification for LPG Compact Valves D 20 for 37.5 kg Commercial LPG Cylinders					
S/N	Description	Litro Requirement	Critical/ Non-critical	Bidder's Response (Yes / No)	If " No " Comments on the Offer
1	Type of valve	D20 compact cylinder valve for commercial cylinders with water capacities of 78.2 L	Critical		
2	LPG Composition	Propane Max 30%	Non-critical		
3	Manufacturing specifications & standards- SLSI	SLSI 1184 - 2023 or MS 831: 2007, AM D.1: 2013 or Any other standard accepted by SLSI	Critical		
4	Manufacturer's name	To be indicated	Critical		
5	Model number	To be indicated	Critical		
6	Valve bunk thread	W28.8 X 1/14 TAP DIN477-1	Critical		
7	Taper Ratio	3:25, 55 °C	Critical		
8	Valve size	20mm diameter	Critical		
9	Wrench size	30mm (+0/0.5) Hexagonal	Critical		
10	Overall Length	Approx. 67 mm (Except sediment tube)	Non-critical		
11	Sediment Tube Length & Colour	I. Length 13mm II. Colour - to be indicated	I. Non-critical II. Non-critical		
12	Minimum Life Time	15 years from the manufacturing date	Critical		
13	Approximate Weight of a Valve	230~245 grams approximately (Average value)	Non-critical		
14	LPG Cylinder Valve & Safety Cap Drawing	Should consist of (XXIV) Manufacturer's name (XXV) A Sectional View of The Valve & Safety Cap (XXVI) Dimensions (XXVII) Design Standards - As above (XXVIII) PRV Settings - 375 psig (XXIX) PRV Flow Rate - 5 cu.m/min (XXX) Permanent Markings to be shown on the valve body a. Manufacturer's Logo	Critical		

Annexure 02 - Technical Specification and Compliance - Valves for Commercial cylinders (37.5kg)

		b. PRV settings: Pressure & Flow rate c. Model number d. Batch number e. Serial number f. Year & Month (MM/YYYY) g. DIN 477-1 h. D20 i. Accepted Standard, etc j. Logo of the Standard Body k. Logo of the Testing Authority (XXXI) Component List With Part Numbers (XXXII) Drawing Number (XXXIII) Drawing Date (XXXIV) Prepared By (XXXV) Approved By Etc.			
15	LPG Cylinder Valve Drawing Hard copy	Complete dimensional drawing hard copy to be submitted with the bid	Critical		
16	Safety Cap Drawing for LPG Cylinder Valve - Hard copy	Complete dimensional drawing hard copy to be submitted with the bid	Critical		
17	LPG Cylinder Valve & Safety Cap Drawing - pdf soft copy	LPG Cylinder Valve & Safety Cap Drawing - PDF Soft copy - to be emailed	Critical		
18	Valve Design pressure	1.65 MPa (240 psi) SLS 1184 page 9	Critical		
19	Valve Operating pressure (psig) & flow rate	Max. 1.65 MPa (240 psi) & 2 kg/hr SLS 1184 page 9	Critical		
20	Hydrostatic Test Pressure	3.3 MPa (480 psi) SLS 1184 page 8	Critical		
21	Leakage Test Pressure (psig)	Leakage test -High pressure - 25 bar -Low pressure - 0.1 bar	Critical		
22	Filling Rate – Litres/minute of LPG	30 lts/min	Critical		
23	Valve Design temperature °C	(-)20 to (+)65 °C (deg.)	Critical		
24	PRV start-to-discharge pressure	2.6 MPa (375 psi) with permissible tolerance of + 10 %. SLS 1184 Page 7	Critical		
25	PRV Reseating Pressure	Reseat pressure shall not be less than	Critical		

Annexure 02 - Technical Specification and Compliance - Valves for Commercial cylinders (37.5kg)

		70% of the nominal set pressure			
26	PRV Nominal pressure & flow rate (5m ³ /min)	2.6 MPa (375 psi), 9 m³/min SLS 1184 Page 5	Critical		
27	Valve body material	Copper alloy (Brass)	Critical		
28	Valve Stem Construction	The brass component of the valve stem is to be a single piece	Critical		
29	Valve stem material	Copper alloy (Brass)	Critical		
30	Valve stem guide material	Polyacetal resin/Delrin	Non-critical		
31	Valve spring material	Stainless Steel 304	Critical		
32	Spring retainer material	Copper alloy (Brass)	Critical		
33	Consumer seal material	NBR (Nitrile Butadiene Rubber) Standard: EN 549	Critical		
34	Valve seat material	Nitrile butadiene rubber (NBR)	Critical		
35	PRV piston material (Poppet)	Polyacetal resin, Delrin, Brass or any other material meeting EN 13953:2021 requirements	Critical		
36	PRV sealing red cap material	Polyacetal resin/Delrin	Critical		
37	Valve bottom protection bush plastic material	HDPE	Critical		
38	Safety cap material	Acrylonitrile Butadiene Styrene	Critical		
39	Safety cap, Locking spring material	AISI 304 (1.1mm ~ 1.3mm)	Critical		
40	Safety cap strap material	Low-Density Polyethylene 1 Cap ABS (Acrylonitrile butadiene Styrene) 2 Loop (low-density polyethylene) 3 Loc spring (1.1mm 1.3mm) spring tensioned S/S	Non- Critical		
41	Litro Gas logo on safety cap	As given in the annexure	Critical		
42	Pulling & Removal direction of the safety cap	As given in the annexure	Critical		
43	Cylinder & Valve thread jointing compound	PTFE Thread Seal (Not the thread sealing compound)	Critical		
44	Permanent marking on Cylinder Valve body	Should consist of 1. Manufacturer's Logo 2. PRV settings: Pressure & Flow rate 3. Model number	Critical		

Annexure 02 - Technical Specification and Compliance - Valves for Commercial cylinders (37.5kg)

		4. Batch number 5. Serial number 6. Year & Month (MM/YYYY) 7. DIN 477-1 8. D20 9. Accepted Standard, etc 10. Logo of the Standard Body 11. Logo of the Testing Authority			
45	Design Calculation Sheet	Should consist of the calculation of critical parameters, & To be submitted with the bid	Critical		
46	Calculation Sheet No & Date	To be indicated	Critical		
47	Country of manufacture	To be indicated	Critical		
Third-party inspection					
48	Manufacturing process to be submitted, certified by an accredited Third Party Inspection (TPI) body (such as BV/LOYIDS/SGS, etc.)	The certified process is to be submitted with the bid	Critical		
49	The same TPI body should witness manufacturing as per the certified process if the supply is awarded.	Inspection certificates are to be submitted batch-wise, and (bidder's consent to be provided with the previous sample.)	Critical		
50	Material to be certified by TPI	Certified material mill-certificates copies to be submitted for approval before shipment, batch-wise (bidder's consent to be provided with the previous sample.)	Critical		
51	Non-destructive tests are conducted to be certified by TPI	Certified test certificate copies are to be submitted for approval before shipment, batch-wise (bidder's consent to be provided with the previous sample).	Critical		
52	Destructive Testing to be certified by TPI	Certified destructive test certificate copies to be submitted for approval before shipment, batch-wise (bidder's consent to be provided with the	Critical		

Annexure 02 - Technical Specification and Compliance - Valves for Commercial cylinders (37.5kg)

		previous sample).			
Samples & manufacturing process inspection					
53	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 submitted on or before the closing of bids.	Critical		
54	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		
55	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		

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Annexure 02 - Technical Specification and Compliance - Valves for Commercial cylinders (37.5kg)

Specification of Consumer Seal for Cylinder Valve D20					
S/N	Description	Litro Requirement	Critical/ Non-critical	Bidder's Response (Yes / No)	If "No" Comments on the Offer
General specifications					
1	Color	Black	Non-critical		
2	Seal Material	NBR (Nitrile Butadiene Rubber) Standard: EN 549	Critical		
Dimensions					
3	Outer Diameter (mm)	12.8 to 12.95	Critical (MS 831: 2007, AMD. .1: 2013)		
4	Inner Diameter/mm	8.65 to 8.75	Critical (MS 831: 2007, AMD. .1: 2013)		
5	Height/mm	6.9 to 7.1	Critical (MS 831: 2007, AMD. .1: 2013)		
6	Unit Weight	0.53g (+/-)5%	Non-critical		
7	Hardness Class / IRHD	H2 (45 to 60)	Critical		
8	Temperature Class/°C	B2 (- 20 to + 80)	Critical		
9	Density	ASTM D792	Critical		
10	Tensile Strength	ASTM D412	Critical		
11	Tear Strength	ASTM D624	Critical		
12	% Elongation	ASTM D412	Critical		
13	Compression Set	ASTM D395B	Critical		
14	Water resistance (0% volume change, 70hrs/ 23 °C)	ASTM D471	Critical		
15	Brittleness Temperature	ASTM D746	Critical		
16	Acrylonitrile %	Should be 30% - 40%	Critical		
17	Treatment	Reports required (Eg, Sulphur Cured)	Critical		
Standards					

Annexure 02 - Technical Specification and Compliance - Valves for Commercial cylinders (37.5kg)

18	UL 157	Resistance to Diesel fuel, Fuel Oil, or Lubricating Oil	Critical		
19		Resistance to Liquefied Petroleum Gas (LP Gas)	Critical		
20		Resistance to Atmospheric Ozone	Critical		
21	ASME	UL 157 requirements	Critical		
22	PSB	EN 549 requirements	Critical		
23	SICAL	EN 549 requirements + " extra "	Critical		
24	NASTHOL	EN 549 requirements	Critical		
25	CE - PI	EN 549 requirements	Critical		
26	EN 549	Ozone Resistance ISO - 1431 - Me	Critical		
27	Consumer seal Drawing - Hard copy	Complete dimensional drawing hard copy to be submitted with the bid	Critical		
28	Consumer seal Drawing - PDF soft copy - Email	Complete dimensional drawing PDF Soft copy - to be emailed	Critical		
29	Third-party inspection/ test report on physical properties of consumer seal material	To be submitted with the offer	Non - Critical		
30	Material specifications & Manufacturing standards - SLSI or Other	To be submitted with the Order	Critical		
Third-party inspection					
31	The manufacturing process is to be certified by a TPI inspection body such as BV/LOYIDS/SGS, etc.	The certified process is to be submitted with the bid.			
32	The same TPI body should Witness manufacturing as per the certified process, if the supply is	Inspection certificates to be submitted batch-wise	Critical		

Annexure 02 - Technical Specification and Compliance - Valves for Commercial cylinders (37.5kg)

	awarded				
33	Material to be certified by TPI	Certified material copies to be submitted for approval before shipment, batch-wise	Critical		
Samples					
34	Sample of consumer seal for inspection at LITRO	50 samples of consumer seals to be submitted with the valve sample.	Critical		
<p>Note:</p> <ul style="list-style-type: none"> • Third-party inspection/ test reports should be submitted for critical items where applicable. • Not complying with any of the critical items in the specification shall be a reason for disqualification. • The consumer seal should comply with MS 831: 2007, AMD.1:2013 for LPG cylinder valves. 					

Signature of Bidder

Name

Company Seal

SECTION VI

CONDITION OF CONTRACT (CC)

Information Copy - Not for bidding

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 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 Indemnity

- 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employee 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.

SECTION VII

CONTRACT DATA

Information Copy - Not for bidding

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	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: Director Procurement</p> <p>Address: Procurement Department, Litro Gas Lanka Limited, No 267, Colombo 02.</p> <p>Telephone: +94 112327714</p> <p>Facsimile number: +94 112327698</p> <p>Electronic mail address: Terrence.Appuhamy@LITROGAS.com</p>
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	<p>The documents to be submitted by the supplier on delivery, and completion of the supply</p> <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 *****	<p>The payment to be made to the Supplier under this Contract shall be as Follows.</p> <p>Payment to foreign suppliers: only for the approved shipments by SLSI</p> <p>Payment Term: Irrevocable Letter of Credit</p> <p>Credit Term: Mandatory – Payment in 45 days from B/L date for each SLSI approved shipment.</p>
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><u>A Performance Security</u> – 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 1% from the contracted value per 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	The Maximum amount of liquidated damages shall be 10% from the contracted value.
CC 27	Not Applicable
New Clause	Applicable Incoterm for foreign supply is CIF Colombo 2020 and any amendments applicable during the contract period.

SECTION VIII

CONTRACT FORMS

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

Information Copy - Not for bidding

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 - Not for bidding

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)]