



**CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

**PUBLIC TENDER: KPR/35B /2017**

**NATIONAL COMPETITIVE BIDDING**

**BIDDING DOCUMENT**

**JANITORIAL SERVICES – PACKAGE 2  
YEAR 2018**

**CEYLON PETROLEUM STORAGE TERMINALS LTD  
PREMISES AND ENGINEERING SERVICES FUNCTION  
&  
PROCUREMENT FUNCTION  
OIL INSTALLATION  
KOLONNAWA**

**February 2018**

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## INVITATION FOR BIDS

1. The Chairman, Department Procurement Committee on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL) will receive sealed Bids for **Supply of Janitorial Services to CPSTL – Package 2, Oil Installation, Kolonnawa** and receiving will be closed at **1400 hrs. on 08.03.2018** Bids should be submitted on the bidding documents obtainable from Procurement Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa up to **0900hrs to 1500hrs** On payment of non-refundable tender fee of **Rupees 5,000.00. The Total Janitorial Services for CPSTL Oil Installation has been split into two packages (Package 1 & Package 2 and one bidder shall quote only for one package.**
2. Bidding documents may be inspected free of charge at the office of Procurement Manager, Procurement Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa.
3. All bidders shall be registered with the Registrar of Companies, under the specialty having the experience given below.
  - i. Business Registration Required :  
Specialty : Supply of Janitorial Services
  - ii. Experience Required :  
Experience in supply of Janitorial Services (At least 05 similar services successfully completed within last 05 years) and shall be actively involved in the field of supply of Janitorial services for Reputed Institutions.  
Documentary evidence for above i and ii shall be submitted along with the bid. The companies which **do not possess required experience** specified in 3 ii above shall be considered as disqualified and such offers will be rejected.
4. The **Pre-Bid meeting** will be held on **27.02.2018** at the Premises & Engineering Services Function, CPSTL, Oil Installation ,Kolonnawa
5. Bids shall be valid up to 77 days from the date of opening of the Bid.
6. Bids must be accompanied by a bid security of **Rupees 100,000.00. in the form of a Bank Guarantee or a Bank Draft obtained from a commercial bank with the authority of a License issued by the Monetary Board (Central Bank) of Sri Lanka** payable to the Ceylon Petroleum Storage Terminals Limited.
7. Bid Security shall be valid up to 105 days from the date of opening of the Bid and beyond any extension subsequently requested.
8. Deadline for submission of Bids shall be **1400 hrs 08.03.2018**
9. Sealed Bids may be dispatched either by registered post or hand delivered to The Chairman, Department Procurement Committee, Procurement Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa to receive before closing time.
10. Bidders or their authorized representatives are requested to be present at the Bid opening.

11. Bidders should note that all personnel who engage with janitorial work at CPSTL Oil Installation, Kolonnawa premises must possess valid police clearance certificates and produce those to Security Function of CPSTL to obtain entry passes.
12. For further details or clarifications, Bidders may contact Manager Procurement, Procurement Function, CPSTL, Oil Installation, Kolonnawa. Tel. No. 011-2572156 or Manager (Premises and Engineering Services) Premises and Engineering Services Function, CPSTL, Oil Installation, Kolonnawa. Tel. No. 011-2572157.

The Chairman,  
Department Procurement Committee,  
C/o Manager Procurement,  
Procurement Function,  
Ceylon Petroleum Storage Terminals Limited,  
Oil Installation, Kolonnawa.

Date : 19<sup>th</sup> February 2018

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

The Chairman, Department Procurement Committee, on behalf of the Ceylon Petroleum Storage Terminals Ltd (CPSTL), Oil Installation, Kolonnawa, will receive sealed Bids from reputed companies/ parties eligible as specified in Invitation for Bids for the Supply of Janitorial Services **Package - 2** at CPSTL Oil Installation, Kolonnawa conforming to the Terms & Conditions and scope indicated in **Annexure “A”**, work listed in schedule of prices **Annexure “B”** given under the Instructions to Bidders. The selected Bidder should enter in to a “Contract Agreement” for the period of 12 months.

### **SCOPE OF SUPPLY**

The bidder shall supply the janitorial services including supply of janitors, necessary equipment and consumables (chemicals) as per the Terms and conditions Scope listed in **Annexure “A”** and work listed in schedule of prices **Annexure “B”**

#### **01. ISSUE OF BIDDING DOCUMENTS:**

Bidding documents could be obtained on any working day between **0900 hrs. to 1500 hrs. up to Wednesday 07<sup>th</sup> March 2018** from the Office of the Manager (Procurement), Procurement Function, 01<sup>st</sup> Floor, New Building , Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa.

Bidding document consists of the following:

- Instructions to Bidders
- Scope of Supply, Scope of Work & Standards **Annexure “A”**
- Schedule of Prices **Annexure “B”**
- Form of Bid Security **Annexure “C”**
- Form of Performance Security **Annexure “D”**
- Form of Bid **Annexure “E”**
- Form of Agreement **Annexure “F”**
- National Minimum Wage of Workers Act, No.3 of 2016 **Annexure “G”**

#### **02. SUBMISSION OF BIDS:**

Bidders should quote their prices in the annexed “Schedule of Prices” and forward same in duplicate. The Original & Duplicate copy of the Bid should be placed in separate envelopes marked “ORIGINAL” & “DUPLICATE”. Both envelopes should be enclosed in one securely sealed cover marked “Bid for the Supply of Janitorial Services to CPSTL – Package 2 Oil Installation, Kolonnawa” on the top left-hand corner, and addressed to the Chairman, Department Procurement Committee, Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa.

### 03. CLOSING / OPENING OF BIDS

Bids enclosed, sealed marked & addressed as aforesaid, should be sent under registered cover to reach the Chairman, Department Procurement Committee, not later than **1400 hrs. on 08<sup>th</sup> March 2018** or could be deposited in the Tender Box provided for this purpose at the Office of Manager (Procurement), Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa.

**Bids will be closed at 1400 hrs on 08.03.2018** and opened immediately thereafter at Procurement Function, 01<sup>st</sup> Floor, New Building Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa.

Bids received after the closing time will not be opened and will be returned to the bidder.

Bidders or their duly authorized representative/s may be present at the opening of Bids.

### 04. DOCUMENTS & DETAILS TO ACCOMPANY BID

All Bids shall contain adequate particulars in respect of the items offered. Failure to furnish the following documents and details indicated below along with the Bid shall result in the bid being rejected.

#### A. Section -1

1. Available Certificates (Performance, Quality, Standards, Award & Rating)
2. Bid validity undertaking Letter
3. Form of Bid – Annexure “E”-duly completed
4. Bid Security – in the format as per Annexure “C”
5. Schedule of Prices – Annexure “B” (including Summary of Schedule of Prices) duly completed and signed.

#### B. Section -2

1. Name & the profile of the Bidder.
2. Documentary proof for recent supply of Janitorial Services to customers in similar magnitude with contact details.
3. Copy of Business Registration.
4. Service certificates of the services provided by the bidder for last five years with contact details of the client companies.
5. Particulars of services presently undertaken by the bidder company with Period of contract and client company details.
6. No of employees attached to the bidder company with respective designations.
7. Proof documents for payment of EPF and ETF contribution to the company employees.
8. List of chemicals used with brand names.(Chemical shall be **Harpic, Britol or Lysol**)
9. List of equipment used.
10. Any other information the bidder deemed to include.
11. Audited financial statements for last three years. (2016,2015,2014)

All documents shall be in English Language.

(Every Bidder will be required to initial each page of the Bid Document including the details and documents submitted along with the bid)

**05. BID SECURITY**

Bid Security shall be in the form of a Bank Draft or a Bank Guarantee issued by a Commercial Bank Operating in Sri Lanka, with the authority of a License issued by the Monetary Board (Central Bank ) of Sri Lanka. and payable to the Ceylon Petroleum Storage Terminals Limited, equivalent in value to Sri Lankan Rupees One Hundred Thousand (**Rs. 100,000.00**). The **bid Security shall be valid until 20<sup>st</sup> June 2018** and should be in accordance with the specimen in **Annexure “C”**

Failure to submit the Bid Security at the time or before the closing of the bids and in accordance with the said requirements will result in the bid being rejected.

Bid Security of the unsuccessful bidders will be returned to them only after award of the tender to the successful bidder.

In exceptional circumstance, prior to expiry of the period of validity of bid security, the Procurement Committee may request from the bidders to extend the period of validity of the bid security for a specified additional period.

**06. MINIMUM VALIDITY PERIOD OF BIDS**

All Bids should be accompanied by a **bid validity** undertaking Letter that bid will be valid **until 23<sup>rd</sup> May 2018** Bidders should however, clearly indicate the maximum period that their offer would be valid. A bid valid for a shorter period shall be rejected by the Department Procurement Committee as non – responsive.

In exceptional circumstance, prior to expiry of the period of validity of bid, the Procurement Committee may request from the bidders to extend the period of validity for a specified additional period.

All the prices indicated in the schedule of price, **Annexure “B”** shall be firm & shall not be subject to any price variation within period of validity stated above.

On acceptance of the offer, prior to expiry of the period of validity of bid, the validity period should be extended for purposes required documentation if necessary.

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

**07. SCHEDULE OF PRICES**

- a. Bidders shall provide the prices for each category of services according to the prescribed forms of Schedule of Prices marked **“Annexure –B”** indicating **separate prices for supply of janitors for each category, supervision, EPF & ETF contribution chemicals, tools & equipment and overheads & Profits. Salaries and wages of supervisors and janitors shall comply the prevailing Government circulars(Annexure “G”) for minimum salaries and wages. Hourly overtime charges for the supervisors and janitors shall be specified separately. PLEASE REFER NOTES IN THE SCHEDULE OF PRICES, “ANNEXURE B” PRIOR TO PRICING.**
- b. VAT and any other taxes should not be included in the rates and those to be mentioned separate as given in the schedule of prices. Bidders VAT registration number to be mentioned.
- c. Bid not in the prescribed format and in the manner required are liable for rejection.

## **08. EVALUATION OF BIDS & INTIMATION OF ACCEPTANCE**

- a. The Ceylon Petroleum Storage Terminals Limited, with the approval of the Chairman, Department Procurement Committee, may seek in writing, clarifications or additional information from any Bidder regarding Services except for Prices. In the absence of any response from the Bidder, within the specified period, the Department Procurement Committee reserves the right to make its own decision.
- b. The Department Procurement Committee of CPSTL will not be bound to make the award to the Bidder submitting the lowest bid.
- c. The Department Procurement Committee of CPSTL reserves the right to reject any or all Bids, or any part thereof, without adducing any reasons. The Department Procurement Committee may accept any or all Items of the bids and reserves the right to increase or decrease the quantities of the scope contracted for, at prices indicated in the Schedule of Prices.
- d. The notice of acceptance of Bid will be sent by Registered Post to the successful Bidder to the address given by him in the Bid Document. Intimation of the acceptance of the Bid may alternatively, be made by Fax / e- Mail and such intimation should be considered as sufficient notice of acceptance.
- e. CPSTL will carry out the detailed evaluation as per the act for NATIONAL MINIMUM WAGE OF WORKERS ACT, No.3 OF 2016. (**Please refer Annexure – “G”**)
- f. All offers received will be examined to determine the eligibility of bidder's responded and substantial responsiveness of bids received. A substantially responsive bid is one, which conforms to the terms, conditions and specifications of the Bidding Document. Incomplete bids will be rejected.

## **09. PERFORMANCE SECURITY**

- a. The successful Bidder, on being notified by the Ceylon Petroleum Storage Terminals Limited of the acceptance of his Bid shall within fourteen (14) days of such notification, furnish at his own expense a Performance Security through a recognized Commercial Bank in Sri Lanka, with the authority of a license issued by the Monetary Board (Central Bank) of Sri Lanka.. for a sum equivalent or more than 10% of the total contract value of the accepted Bid. The Performance Security shall be in accordance and in the form given in **Annexure “D”** and valid till twenty eight (28) days beyond the intended completion of the tender for the Supply of Janitorial services to CPSTL Oil Installation ,Kolonnawa.
- b. The successful Bidder, in the event of his failure to furnish the Performance Security as required, shall be liable for any losses, costs, expenses and damages which the Ceylon Petroleum Storage Terminals Limited, may sustain in consequence of such failure, and the Bid Security be forfeited.



**10. SUPPLY OF JANITORIAL SERVICES**

Service of Janitorial to be supplied including janitors, chemicals and tools & equipment and entire scope specified in Annexure “A” and price schedule Annexure “B” at CPSTL, Oil Installation, Kolonnawa within the contract period of twelve (12) months from the handing over of work.

**11. STANDARDS**

The Bidders may specify the standards, which they intend to adhere need to include in the Bid.

**12. MODE OF PAYMENT**

- a). Payment will be made within Thirty (30) days after providing the janitorial services on monthly basis considering the services provided under each category of services listed in schedule of prices, Annexure “B”.
- b). Payment will be made only for the number of janitors provided based on the prices in each category listed in schedule of prices.
- c). Payment will be made only for the performance of each category of work. Payments for chemicals and tools & equipment shall be done in proportionate to the number of janitors supplied.
- d). A penalty of Rs.1000.00 will be imposed per janitor per day for absenteeism of deployed janitors.
- e). Payment for holiday working (on public holidays and Sundays) shall be made on approved over time rates for actual time worked and will be effected from the provisional sum of Rs.50,000.00.

**13. CONTRACT NOT TO BE SUBLET:**

The Bidder shall not assign or sublet without the written authority of the Chairman / Department Procurement Committee of CPSTL, his obligations to supply the services of Janitorial work as per tender and agreed for. If any part of his obligation has been assigned or sublet with written authority, he will nevertheless be held responsible for the due performance of the part assigned or sublet.

**14. GOVERNING LAW & JURISDICTION**

This contract and the rights and the liabilities of the parties hereunder shall be governed by and interpreted according to the laws of the Democratic Socialist Republic of Sri Lanka, and any disputes arising therein shall be subject to the exclusive jurisdiction of the High Court of the western province exercising civil (commercial) jurisdiction at Colombo or the District Court of Colombo in the said Democratic Socialist Republic of Sri Lanka.

**15. DEFAULTED BIDDERS & DEFAULT BY SUCCESSFUL BIDDER:**

- a. A Bid is liable to be rejected forthwith if it is submitted by a Bidder who has, in the past, failed to perform satisfactorily his obligation in accordance with the Terms and Conditions of his contract with the Ceylon Petroleum Storage terminals Limited.
- b. If for any reason in the opinion of the Ceylon Petroleum Storage Terminals Limited the successful Bidder becomes incapable or unable to supply the service offered in his Bid, the Ceylon Petroleum Storage Terminals Limited shall have the right to obtain such services from other sources without being liable in any manner what so ever, to the successful Bidder.
- c. If the successful Bidder, defaults in the supply of services or otherwise commits a breach or any of the provisions in the Contract with the Ceylon Petroleum Storage Terminals Limited for the Supply of Services of Janitorial according to the Terms and Conditions, he shall be liable to pay to the Ceylon Petroleum Storage Terminals Limited, all losses, damages and expenses incurred by the Ceylon Petroleum Storage Terminals Limited in consequence of such default or breach.
- d. If the successful Bidder, fails to complete the scope as specified within contract period his Performance Security will be forfeited.

**16. FURTHER INFORMATION:**

Any further information can be obtained on application to the undersigned on any working day, between 0900 hrs and 1600 hrs on Tel.0112572156 or 5663121.

**Manager (Procurement)**

Procurement Function

01<sup>st</sup> Floor

New Building

Ceylon Petroleum Storage Terminals Limited

Oil Installation

Kolonnawa

## B. CONDITIONS OF CONTRACT

### 1. Definitions

Employer: Ceylon Petroleum Storage Terminals Limited,  
Oil Installation, Kolonnawa.

Employer's

Representative :The Employer's representative is Manager (Premises and Engineering Services) or his authorized representative, Premises and Engineering Services Function, Ceylon Petroleum Storage Terminals Limit, Oil Installation, Kolonnawa

Contractor: The company / party for which the contract for Supply of Janitorial Services to CPSTL Oil Installation, Kolonnawa is awarded.

2. Duties and Powers of Engineer      The approval of the Employer is required before the Engineer can execute his duties in accordance with or as defined by the limits of ordering a variation if the value of such variation is likely to exceed 10% of the sum stated in the letter of acceptance.
3. The Language      All correspondence between the Contractor and Employer or between Contractor and Engineer shall be in English.
4. The Law      The law in which the contract is to be subjected is that of the Democratic Socialist Republic of Sri Lanka as in effect from time to time.
5. Stamp Duty      The total cost of stamp duty on the contract agreement is payable by the Contractor.
6. Performance Guarantee      The Performance Guarantee shall be 10 % of the sum stated in the letter of acceptance from an approved Commercial bank operating in Sri Lanka with the authority of a license issued by the Monetary Board (Central Bank )of Sri Lanka and shall be valid and kept alive for 28 days after the end of the total work. (Annexure - "D")
7. Time for Completion      The Time for completion of Supply Janitorial Services to CPSTL Oil Installation, Kolonnawa is 12 months.
8. Programme of Work      The programme of work shall be submitted within 7 days after receipt of letter of award.  
Contractor should arrange his work in such a way that it will not interfere the day to day operational work of the Oil Installation, Kolonnawa.
9. Penalty      Should the Contractor fail to successfully attend to Janitorial Services by providing required no. of janitors Contractor is liable to pay a penalty of Rs. 1000.00 per day per person in lieu of absenteeism

10. Security and Safety The Contractor should strictly adhere to the security and safety regulations imposed by the Security and Fire & Safety Functions of the Ceylon Petroleum Storage Terminals Ltd, and all required precautions should be taken not to endanger the personnel and property in the course of execution of contract.
11. Insurance for Workmen The contractor shall obtain an insurance cover for his workmen for the period for time for completion against any accidents or injury. The contractor shall indemnify the employer from any claims or compensation with respect to contractors workmen.
12. Payment Terms Payments will be made on the following basis.  
(a) All payments will be in Sri Lankan Rupees.  
(b) Payments will be made on monthly basis within 30 days on completion of services and will be based on actual number of janitors supplied for each category of work and performance of each category of work . .
13. Fixed Price Contract This contract is fixed Price for cost of Labour, Consumables Material & Equipment supplied for services.
14. Deduction for Taxes and Levies If the Employer is required to deduct or ensure the payment of VAT, levy or duty under any Law or regulation or directive now in force, the Employer shall, in addition to the deduction of retention moneys withheld (if any) from each interim payment, be entitled to deduct such VAT, levy or duty. If however there is any increase or new imposition of any VAT, levy or duty which may come into force shall be borne by the Employer.
15. Force Major Except as regards as act of God, War, Strike, Invasion, Civil War, Rebellion, Revolution, Insurrection, Earthquake or Plagues, the bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals connected with the contract.
16. Disputes Any dispute or whatever nature arising from out of or in connection with this agreement on the interpretation thereof ,or the rights duties obligations or liabilities of any party ,or the operation ,breach ,termination ,abandonment ,foreclosure or invalidity thereof ,shall be settled in accordance with the provisions of law governing like disputes and triable by court of Law of the Democratic Socialist Republic of Sri Lanka
17. Entry Passes Selected contractor shall obtain the entry permission and shall follow the security regulations of the Ceylon Petroleum Storage Terminals Limited (CPSTL). It is very important to produce police clearance certificate to obtain security gate pass.

- |     |                                 |                                                                                                                                                                                               |
|-----|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18. | Circular on Janitorial services | The contractor shall abide by the latest Government circular/ circulars on Janitorial services with respect to minimum wages which is annexed in <b>Annexure “F”</b> .                        |
| 19. | EPF and ETF                     | The successful bidder shall pay EPF and ETF for the employees involved in janitorial service and previous proof documents to be furnished along with the bid. It is a compulsory requirement. |
| 20. | Working Time                    | The contractor shall provide the janitorial services by deploying the employees from 7.00 a.m. to 16.00 p.m.(including 01 hour for lunch) for 5 $\frac{1}{2}$ days per week.                  |
| 21. | Provisional Sum                 | A Provisional sum of Rupees 50,000.00 has been included in the schedule of prices for payment of janitorial work carried out during holidays.                                                 |

### **SPECIAL CONDITIONS**

- 1) The successful service providing company (company) shall supply the agreed number of male and female janitors and supervisors (employees) on full time basis especially during office hours.
- 2) The Company shall provide the services as per the agreement based on the effected schedule of prices attached to purchase order and payment shall be effected only for the number of janitors supplied.
- 3) **The absenteeism shall be kept minimum and the successful company shall provide replacement employees and it is a compulsory requirement.** However the company shall agree to a penalty of Rs.1000.00 per employee per day for absenteeism. Payment shall be made only for the work performed under each category of work and CPSTL reserves authority to deduct payments due for non attended works.
- 4) It is a compulsory requirement to provide a complete uniform to the employees of the company and the company should ensure that the employees wear the uniform daily and employees without uniform are not allowed for work. The colour and design shall be different from the uniforms presently used by CPSTL Staff.
- 5) The consumables used for Janitorial activities shall be branded items which are commonly used in the market.( **Harpic, Britol or Lysol**) Bulk purchases without brand names are not allowed .The company shall maintain adequate stocks of consumables for proper implementation of janitorial activities .Prior approvals to be obtained for all the consumables to be used. Dilution of chemicals is not permitted.
- 6) Equipment such as vacuum cleaners, blowers etc. to be supplied by the company and there shall be adequate number of equipment for attending janitorial work in all the offices and premises in Kolonnawa oil installation .The company shall provide services of equipments without failure and shall replace defective equipments with immediate effect.

- 7) Maximum age limit shall be 55 years and all employees of the company shall be in good health without any disabilities and diseases. The employees shall be adequately fit enough to perform their duties. All the employees shall be checked by the CPSTL Medical Officer and the employees who are recommended only be allowed for work.
- 8) The period of contract is **12 months** subject to successful completion of **three months** period.
- 9) CPSTL remains right to terminate the contract within one month notice.
- 10) The contract will be awarded to the successful bidder initially for a period of 03 months as probationary.

## **SCOPE OF SUPPLY, SCOPE OF WORK AND STANDARDS**

### **1.1 Scope of Supply by CPSTL**

- 1.1.1 CPSTL shall assist the contractor in identifying areas of buildings and outdoor areas where janitorial services are to be provided.
- 1.1.2 CPSTL shall release areas such as buildings, access roads and yards etc. for attending janitorial services with minimum disturbance to the operational activities of CPSTL.
- 1.1.3 Utilities
- 1.1.3.1 Electricity for equipments, Water for cleaning and drinking will be supplied from the CPSTL.

### **1.2 Contractor’s Scope of Supply**

- 1.2.1 supply service of specified male and female number of janitors for each location and supply the service of supervisors specified.
- 1.2.2 supply all the machinery, equipments, tools and accessories required for supply of janitorial service.
- 1.2.3 adequate supply and storage of all **branded** consumables (**Harpic, britol or Lysol**) for attending janitorial service.

### **1.3 Contractor’s Scope of Work**

- 1.3.1 Contractor shall submit a comprehensive proposal with the bid to cater the requirements mentioned in scope of work schedule of prices and standards. The scope of work and standards listed are the minimum requirements expected. Contractor shall include in his proposal, the equipments, instruments and methodologies which he deems that shall incorporate to improve the quality and effectiveness of janitorial services provided.
- 1.3.2 Contractor shall specify the reference standards followed.
- 1.3.3 Contractor shall attend to general cleaning and sweeping of buildings. Scope includes sweeping, mopping of tiled floor, dusting and cleaning of furniture and equipments daily and vacuum cleaning of carpets, glass cleaning and cleaning of cob webs weekly.
- 1.3.4 Contractor shall attend to toilet cleaning daily in the morning.
- 1.3.5 Contractor shall clean drains around the buildings daily/ weekly where applicable.
- 1.3.6 Contractor shall sweep the Main roads, gardens and yards as specified in schedule of prices.
- 1.3.7 Contractor shall clear road side gullies monthly and storm water gully blockages when the need arises.
- 1.3.8 Contractor shall clean and dispose diseased rats and mice, clean and burry carcasses of diseased pigeons, craws and dogs when the need arises.

**SCHEDULE OF PRICES**

Annexure B

**JANITORIAL SERVICES FOR CPSTL, OIL INSTALLATION KOLONNAWA  
BREAKDOWN OF MONTHLY CHARGES - PACKAGE 2**

Please indicate your total monthly charge according to the undermentioned schedule.

- Note:** 1. Provide charges for work categories 1 to 20 including monthly wages (without EPF and ETF contribution) for given no. of Janitors.  
 2. Supervision charges shall be given separate (under item 22)  
 3. Amount for EPF & ETF Contribution for janitors and supervisors shall be given separate (under item 21)  
 4. Overheads and profits shall be given separate (Under item 25)  
 5. All Charges given shall be for a one month period

| <b><u>01. CHAIRMAN'S OFFICE AND MEDICAL CENTRE</u></b> |            | Rate |      |
|--------------------------------------------------------|------------|------|------|
| (a) Cement Floor Area                                  | 2500 Sq.ft |      |      |
| (b) Tile Floor Area                                    | 1425 Sq.ft |      |      |
| (c) Timber Floor Area                                  | 2250 Sq.ft |      |      |
| (d) Carpet Area                                        | 1500 Sq.ft |      |      |
| (e) No. of Toilets                                     | 8 Nos.     |      |      |
|                                                        |            | Rs.  | Cts. |
| Toilet Cleaning                                        |            |      |      |
| Mopping & Drying all Tile Area                         |            |      |      |
| Damp Mopping and Drying of Timber Floor Area           |            |      |      |
| Cleaning of Carpet Area                                |            |      |      |
| General Sweeping / Cleaning Whole Premises of building |            |      |      |
| Female - 02 Nos. Male - 01 No.                         | Sub Total  |      |      |

| <b><u>02. OLD ADMINISTRATION BUILDING</u></b>                                     |              | Rate |      |
|-----------------------------------------------------------------------------------|--------------|------|------|
| (a) Terrazzo Floor Areas                                                          | 858 Sq.ft.   |      |      |
| (b) Terra Cotta Tile                                                              | 1380 Sq.ft.  |      |      |
| (c) Cement Floor Area                                                             | 20640 Sq.ft. |      |      |
| (d) Carpet Area                                                                   | 272 Sq.ft.   |      |      |
| (e) Laminated Floor Area                                                          | 960 Sq.ft.   |      |      |
| (f) No. of Toilets                                                                | 18 Nos.      |      |      |
| (g) yard                                                                          | 2300 Sq.ft.  |      |      |
|                                                                                   |              | Rs.  | Cts. |
| Toilet Cleaning                                                                   |              |      |      |
| Mopping & Drying Terrazzo, Terra Cotta & Laminated Floor areas                    |              |      |      |
| Cleaning of Carpet Area                                                           |              |      |      |
| General Sweeping / Cleaning of Whole Premises of building                         |              |      |      |
| General Sweeping / Cleaning of paved yard in front of old administration building |              |      |      |
| Female - 07 Nos. Male - 02 Nos.                                                   | Sub Total    |      |      |



| <b><u>03. WELFARE SHOP BUILDING</u></b>                          |            | Rate |      |
|------------------------------------------------------------------|------------|------|------|
|                                                                  |            | Rs.  | Cts. |
| (a) Cement Floor Area                                            | 700 Sq.ft. |      |      |
| (b) No. of Toilets                                               | 2 Nos.     |      |      |
| Toilet Cleaning                                                  |            |      |      |
| Mopping of Cement Floor Areas                                    |            |      |      |
| General Sweeping / Cleaning of Whole Inside of premises building |            |      |      |
| Female - 01 No.                                                  | Sub Total  |      |      |

| <b><u>04. DISTRIBUTION OFFICE BUILDING</u></b>             |             | Rate |      |
|------------------------------------------------------------|-------------|------|------|
|                                                            |             | Rs.  | Cts. |
| (a) Cement Floor Area                                      | 3728 Sq.ft. |      |      |
| (b) Carpeted Area                                          | 540 Sq.ft.  |      |      |
| (c) No. of Toilets                                         | 5 Nos.      |      |      |
| Toilet Cleaning                                            |             |      |      |
| Mopping of Cement Floor Areas & Cleaning of Carpeted Areas |             |      |      |
| General Sweeping / Cleaning of Whole Premises              |             |      |      |
| Cleaning of Carpet Area                                    |             |      |      |
| General Sweeping / Cleaning of Whole Premises of building  |             |      |      |
| Female - 01 No. Male - 01 No.                              | Sub Total   |      |      |

| <b><u>05. TRANSPORT OFFICE BUILDING AND REST ROOMS</u></b> |                   | Rate |      |
|------------------------------------------------------------|-------------------|------|------|
|                                                            |                   | Rs.  | Cts. |
| (a) Cement Floor Area                                      | 3512 Sq.ft        |      |      |
| (b) No. of Toilets                                         | Office 4 Nos.     |      |      |
|                                                            | Rest room 12 Nos. |      |      |
| Toilet Cleaning                                            |                   |      |      |
| Mopping of Cement Floor Areas                              |                   |      |      |
| General Sweeping / Cleaning of Whole Premises of building  |                   |      |      |
| Female - 01 No. Male - 01 No.                              | Sub Total         |      |      |

| <b><u>06. ZONE 1 GANTRY YARD AND REST ROOM</u></b>                                             |            | Rate |      |
|------------------------------------------------------------------------------------------------|------------|------|------|
| (a) Yard Area (part)                                                                           | 3800 Sq.ft |      |      |
|                                                                                                |            | Rs.  | Cts. |
| General Sweeping / Cleaning of Whole yard including front of Distribution and Transport Office |            |      |      |
| Male - 03 Nos.                                                                                 | Sub Total  |      |      |

| <b><u>07. ZONE 2 GANTRY YARD</u></b>                                       |            | Rate |      |
|----------------------------------------------------------------------------|------------|------|------|
| (a) Yard Area (part)                                                       | 2000 Sq.ft |      |      |
|                                                                            |            | Rs.  | Cts. |
| General Sweeping / Cleaning of Whole yard including front of Stores Office |            |      |      |
| Male - 01 No.                                                              | Sub Total  |      |      |

| <b><u>08. ENGINEERING OFFICE BUILDING AND REST ROOM</u></b>  |                  | Rate      |      |
|--------------------------------------------------------------|------------------|-----------|------|
| (a) Tiled Floor Area                                         | 5800 Sq.ft       |           |      |
| (b) Carpeted Area                                            | 890 Sq.ft        |           |      |
| (c) No. of Toilets                                           | Office 5 Nos.    |           |      |
|                                                              | Rest room 2 Nos. |           |      |
| (d) Paved Yard                                               | 2400 Sq.ft       |           |      |
|                                                              |                  | Rs.       | Cts. |
| Toilet Cleaning                                              |                  |           |      |
| Cleaning of Carpeted Area                                    |                  |           |      |
| Mopping of Cement Floor Areas & Cleaning of Carpeted Area    |                  |           |      |
| General Sweeping / Cleaning of Whole Premises of building    |                  |           |      |
| General Sweeping / Cleaning of paved yard in front of office |                  |           |      |
| Female - 02 Nos.                                             | Male - 02 Nos.   | Sub Total |      |

| <b><u>09. FIRE &amp; SAFETY OFFICE BUILDING</u></b>       |            | Rate      |      |
|-----------------------------------------------------------|------------|-----------|------|
|                                                           |            | Rs.       | Cts. |
| (a) Cement Floor Area                                     | 7920 Sq.ft |           |      |
| (b) No. of Toilets                                        | 6 Nos.     |           |      |
| Toilet Cleaning                                           |            |           |      |
| Mopping of Cement Floor Areas                             |            |           |      |
| General Sweeping / Cleaning of Whole Premises of building |            |           |      |
| Female - 01 No. Male - 01 No.                             |            | Sub Total |      |

| <b><u>10. SECURITY OFFICE BUILDING</u></b>                |            | Rate      |      |
|-----------------------------------------------------------|------------|-----------|------|
|                                                           |            | Rs.       | Cts. |
| (a) Cement Floor Area                                     | 2710 Sq.ft |           |      |
| (b) Carpet Area                                           | 300 Sq.ft  |           |      |
| (c) No. of Toilets                                        | 4 Nos.     |           |      |
| Toilet Cleaning                                           |            |           |      |
| Mopping of Cement Floor Areas                             |            |           |      |
| Cleaning of Carpet Area                                   |            |           |      |
| General Sweeping / Cleaning of Whole Premises of building |            |           |      |
| Female - 01 No. Male - 01 No.                             |            | Sub Total |      |

| <b><u>11. MAIN STORES OFFICE BUILDING &amp; SOTRES (RDD,HE,STATIONERY</u></b> |            | Rate      |      |
|-------------------------------------------------------------------------------|------------|-----------|------|
|                                                                               |            | Rs.       | Cts. |
| (b) No. of toilets                                                            | 8 Nos.     |           |      |
| (c) Yard (part)                                                               | 3500 Sq.ft |           |      |
| Toilet Cleaning                                                               |            |           |      |
| Mopping of Cement Floor Areas                                                 |            |           |      |
| General Sweeping / Cleaning of Whole Premises of building                     |            |           |      |
| General Sweeping / Cleaning of yard Near                                      |            |           |      |
| Security office and BM & BP rest room                                         |            |           |      |
| Female - 02 Nos. Male - 02 Nos.                                               |            | Sub Total |      |

| <b><u>12. BM &amp; BP REST ROOM - ZONE 02</u></b>         |             | Rate |      |
|-----------------------------------------------------------|-------------|------|------|
| (a) Floor Area                                            | 2800 Sq.ft. |      |      |
| (b) No. of toilets                                        | 6 Nos.      |      |      |
|                                                           |             | Rs.  | Cts. |
| Toilet Cleaning                                           |             |      |      |
| Mopping of Cement Floor Areas                             |             |      |      |
| General Sweeping / Cleaning of Whole Premises of building |             |      |      |
| Male -01 No.                                              | Sub Total   |      |      |

| <b><u>13. CANTEEN BUILDING</u></b>                        |             | Rate |      |
|-----------------------------------------------------------|-------------|------|------|
| (a) Cement Floor Area                                     | 22000 Sq.ft |      |      |
| (b) Tile Floor Area                                       | 9000 Sq.ft  |      |      |
| (c) Cement Floor Area                                     | 4500 Sq.ft  |      |      |
| (d) Glass Windows & Doors                                 | 1200 Sq.ft. |      |      |
| (e) Bathroom                                              | 1 No.       |      |      |
| (f) No. of Toilets                                        | 4 Nos.      |      |      |
| (g) Paved Yard (part)                                     | 4300 Sq.ft  |      |      |
|                                                           |             | Rs.  | Cts. |
| Toilet Cleaning                                           |             |      |      |
| Mopping of Cement Floor Areas                             |             |      |      |
| Cleaning of Tile Floor Area                               |             |      |      |
| General Sweeping / Cleaning of Whole Premises of building |             |      |      |
| Sweeping & cleaning the Drains around the building        |             |      |      |
| General Sweeping / Cleaning of paved yard (part)          |             |      |      |
| Female - 02 Nos, Male - 02 Nos.                           | Sub Total   |      |      |

| <b><u>14. ARMY CAMP-ZONE 03/LIGHT VEHICLE SECTION</u></b> |            | Rate |      |
|-----------------------------------------------------------|------------|------|------|
| (a) Cement Floor Area                                     | 1000 Sq.ft |      |      |
| (b) No. of toilets                                        | 12 Nos.    |      |      |
|                                                           |            | Rs.  | Cts. |
| Toilet Cleaning                                           |            |      |      |
| Mopping of Cement Floor Areas                             |            |      |      |
| Cleaning of Tile Floor Area                               |            |      |      |
| General Sweeping / Cleaning of Whole Premises of building |            |      |      |
| Male - 01 No.                                             | Sub Total  |      |      |

| <b>15. MAIN ROADS FROM MAIN BARRIER TO BACK GATE VIA FIRE &amp; SAFTY BUILDING, CHAIRMAN OFFICE AND CROSS ROAD NEAR WELFARE SHOP</b> | Rate |      |
|--------------------------------------------------------------------------------------------------------------------------------------|------|------|
|                                                                                                                                      | Rs.  | Cts. |
| Main Roads from main barrier to back gate via fire & safty building, chairman office and cross road near welfare shop                |      |      |
| Sweeping & removing dust, sand                                                                                                       |      |      |
| All balance works including gully cleaning                                                                                           |      |      |
| Female - 01 No. Male - 03 Nos. <span style="float: right;">Sub Total</span>                                                          |      |      |

| <b>16. MANAGER QUARTERS - 02 NOS.</b>                       | Rate |      |
|-------------------------------------------------------------|------|------|
|                                                             | Rs.  | Cts. |
| (a) Garden Area            5200 sqft. Each                  |      |      |
| Cleaning & Sweeping Garden Area                             |      |      |
| Cleaning & sweeping of drains and buildings                 |      |      |
| Male - 02 Nos. <span style="float: right;">Sub Total</span> |      |      |

Total Number of Janitors to be provided - 45 Nos. (Female - 21 Nos., Male - 24 Nos.)

|                                                                                     | Amount (Rs.) |
|-------------------------------------------------------------------------------------|--------------|
| 17. Supervision Charges                                                             |              |
| Total Number of Supervisors            - 03 Nos. (Female - 01 Nos., Male - 02 Nos.) | .....        |
| 18. EPF & ETF contribution                                                          |              |
| Total EPF & ETF contribution for - 45 Nos. janitors and 03 Nos. supervisors         | .....        |
| 19. Chemicals                                                                       |              |
| Total price for chemicals(Harpic,Britol,Lysol)                                      | .....        |
| 20. Tools and equipments                                                            |              |
| Total price for Tools and equipments                                                | .....        |
| 21. Overheads and profits                                                           |              |
| Total amount for overheads & profits                                                | .....        |
| 22. Provisional sum                                                                 |              |
| Amount provided for extra days work                                                 | 50,000.00    |

# Summary of Schedule of Prices

AREA (Wok Category)

Amount

|                                                                                                                                 | Amount |      |
|---------------------------------------------------------------------------------------------------------------------------------|--------|------|
|                                                                                                                                 | Rs.    | Cts. |
| 01. CHAIRMAN'S OFFICE AND MEDICAL CENTRE                                                                                        |        |      |
| 02. OLD ADMINISTRATION BUILDING                                                                                                 |        |      |
| 03. WELFARE BUILDING                                                                                                            |        |      |
| 04. DISTRIBUTION OFFICE BUILDING                                                                                                |        |      |
| 05. TRANSPORT OFFICE BUILDING                                                                                                   |        |      |
| 06. ZONE 1 GANTRY YARD                                                                                                          |        |      |
| 07. ZONE 2 GANTRY YARD                                                                                                          |        |      |
| 08. ENGINEERING OFFICE BUILDING AND REST ROOM                                                                                   |        |      |
| 09. FIRE & SAFETY OFFICE BUILDING                                                                                               |        |      |
| 10. SECURITY OFFICE BUILDING                                                                                                    |        |      |
| 11. MAIN OFFICE BUILDING & SOTRES<br>(RDD, HE, STATIONERY & HARDWARE)                                                           |        |      |
| 12. BM & BP REST ROOM - ZONE 02                                                                                                 |        |      |
| 13. CANTEEN BUILDING                                                                                                            |        |      |
| 14. ARMY CAMP-ZONE 03/LIGHT VEHICLE SECTION                                                                                     |        |      |
| 15. MAIN ROADS FROM MAIN BARRIER TO BACK GATE VIA<br>FIRE & SAFTY BUILDING, CHAIRMAN OFFICE AND<br>CROSS ROAD NEAR WELFARE SHOP |        |      |
| 16. MANAGER QUARTERS - 03 NOS.                                                                                                  |        |      |
| 17. SUPERVISION CHARGES                                                                                                         |        |      |
| 18. EPF & ETF CONTRIBUTION                                                                                                      |        |      |
| 19. CHEMICALS                                                                                                                   |        |      |
| 20. TOOLS AND EQUIPMENTS                                                                                                        |        |      |
| 21. OVERHEADS AND PROFITS                                                                                                       |        |      |
| 22. PROVISIONAL SUM FOR EXTRA WORK PAYMENT                                                                                      | 50,000 | 00   |
| <b>TOTAL</b>                                                                                                                    |        |      |

Grand Total (for one month) .....

Total price (for one year) .....

15% VAT Amount .....

2% NBT Amount .....

Total price (for one Year with Tax) .....

Total Amount in words for One Year (without Tax) .....

### Hourly Over Time Rates

Supervisor Rs ..... Per Hour

Janitor Rs ..... Per Hour

VAT Registration No. ....

Name & Address of the Bidder .....

.....

.....

Signature of Bidder .....

Company Seal .....

**FORM OF BID SECURITY**

---

**BOND NUMBER** :.....  
**DATE** :.....  
**SUM GUARANTEED** :.....

To :

Chairman  
 Ceylon Petroleum Storage Terminals Limited  
 C/o Procurement Manager  
 1<sup>st</sup> Floor, New Building  
 Oil Installation  
 Kolonnawa

Dear Sir,

By this Bond we.....  
 (hereinafter called "the Bidder") and we  
 .....(name of Bank ) whose registered  
 office is at  
 .....(hereinafter  
 called "the Surety") are held and firmly bound into  
 .....(hereinafter called "the Authority") in the  
 sum of .....for the payment of which sum the Bidder and the Surety  
 bind themselves their successors and assigns jointly and severally by these present.

Whereas the Authority has invited the Bidder and other persons to complete tenders in similar terms for the execution of .....and works associated (hereinafter called "the Tender") in accordance with such invitation, the Bond shall provide security to the Authority that the Bidder will honor certain obligations to be undertaken by him in the Tender in accordance with the following conditions.

Now the Conditions of this Bond are:

- (a) that it shall remain in full force and effect until the earliest of
  - (i) ....., or any prolongation of such date above notified to the Authority by the Bidder and the Surety in writing;
  - (ii) In the event of the Tender by the Authority, the date upon which the Tender provides a performance security to the Authority in accordance with the terms of the contract thereby made between them, or
  - (iii) In the event of acceptance of the Authority of a tender for the work from a third party the date upon which such third party provides the relevant performance security.
- (b) Subject to this Bond being in full force and effect, the Surety shall pay the full amount specified in this Bond upon receipt of first written demand from the Authority stating that

- (i) the Bidder has withdrawn his Bid during the Bidding period, or
- (ii) the Bidder has failed to provide a performance security to the Authority in accordance with the terms of the contract between them upon acceptance of the Tender.

No alteration in the terms of the Tender, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Tender on the part of the Authority, nor any objection from the Bidder shall in any way release the Surety from any liability under this Bond.

The benefit of this Bond shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Bidder.

This Bond shall be governed by the laws of Sri Lanka.

I executed as a Date this ( ) day of ( ) 2018 ( )

For and on behalf of the Bidder.....for and on behalf of the Surety.....  
 .....

Signed by..... Signed by.....  
 In the capacity of ..... ..In the capacity of .....  
 And by.....And by.....  
 In the capacity of.....In the capacity of .....

Seal (where applicable)

Seal (where applicable)



**FORM OF PERFORMANCE BOND**

**BOND NUMBER :**.....

**DATE :**.....

**SUM GUARANTEED :**.....

To :

Chairman  
Ceylon Petroleum Storage Terminals Limited  
C/o Procurement Manager  
1<sup>st</sup> Floor, New Building  
Oil Installation  
Kolonnawa.

Dear Sir,

Whereas.....  
..... (name and address of contractor) hereinafter called “the contractor” has undertaken , in  
pursuance of contract no.....dated.....  
to executes.....(name of contract)  
hereinafter called “the contract”

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you  
with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance  
with his obligations in accordance with the Contract.

And whereas we have agreed to give Contractor such a Bank Guarantee.

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the  
Contractor, up to a total of .....(amount of  
Guarantee).....(amount in words), such sum  
being payable in the type and proportions of currencies in which the Contract price is payable, and we  
undertake to pay you, upon your first written demand and without cavil or argument , any sum or  
sums within the limits of .....(Amount of  
Guarantee) as aforesaid without your needing to prove or to show ground or reasons for your demand  
for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting  
us with the demand.

We further agree that no change or addition to or other medication of terms of the contract or of the  
works to be performed there under or of any of the contract document which may be made between  
you and the Contractor shall in any way release us from any liability under this Guarantee, and we  
Hereby waive notice or any such change, addition or modification

Contd.....02

This Guarantee shall be valid . till 28 days beyond the intended completion of confirmation of the tender for the supply of Janitorial Services to CPSTL Oil installation, Kolonnawa.

Signature and Seal of the Guarantor :.....

Name of the Bank :.....

Address of the Bank :.....

:.....

Date :.....

Witness :.....

FORM OF BID

The Chairman,
Department Procurement Committee,
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,
Oil Installation, Procurement Function,
01st Floor, New Building,
Kolonnawa,

From:

.....
.....
.....
.....

Sir,

- A-1 Having familiarized ourselves with the formal request for instruction to Bidders and Conditions of contract for Supply of Janitorial Services to CPSTL – Package ii, Oil Installation, Kolonnawa, we offer to complete the whole of said services in conformity with the said document.
A-2 Unless and until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.
A-3 We understand you are not bound to accept the lowest or any Bid you may receive.
A-4 The Bid we are offering is complete and fulfills the requirements discussed in the Bid document.
A-5 We agree to abide the National Minimum Wage of Workers Act, No. 3 of 2016.
A-6 We agree to abide by this Bid until.....Bid Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
A-7 We agree to be bound by the Bid, Bid Conditions and Performance Guarantee.
A-8 We affirm that the said services will be provided within ..... (.....) months after we receive notice acceptance of our Bid from the CPSTL.
A-9 We offer the lump sum fixed price of Sri Lankan Rupees ..... (in ..... figures) ..... (In words) for execution, of ..... as detailed out in this Bid document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Procurement Committee to reject this offer or to accept.

Dated this ..... day of .....2018.
Signature .....
In the capacity of
.....

..... duly authorized to sign  
Bidders for and on behalf of:

Name :  
.....

Address :  
.....  
.....

.....

Company Stamp

Witnesses:

|                     |                     |
|---------------------|---------------------|
| 1. Signature: ..... | 2. Signature: ..... |
| Name: .....         | Name: .....         |
| Address: .....      | Address: .....      |

**FORM OF AGREEMENT**

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND *[INSERT COMPLETE NAME OF THE CONTRACTOR]*.....

.....  
 This contract agreement is made and entered into this ... day of ..... 2017 between the Ceylon Petroleum Storage Terminals Limited incorporated under the provisions of the conversion of public corporation or Government owned business undertaking into public companies Act No.23 of 1987 and Companies Act No.07 of 2007, having its registered office at Oil Installation, Kolonnawa (hereinafter called and referred to as the “CPSTL” which terms of expression as herein used shall where this context so requires and admits mean & include the CPSTL & its successors & assigns) as one part and ..... *[insert complete name of the contractor]*, having its registered office at ..... *[insert address of the contractor]* ( hereinafter called the “Contractor” which terms of expression as herein used shall where this context so requires and admits mean & include the Contractor & its successors & assigns) as the other part.

WHEREAS the CPSTL invited bids for supply of janitorial services ancillary services, viz., “Supply of Janitorial Services to CPSTL – Package ii, Oil Installation Kolonnawa” – Reference tender no: KPR/.../2017 (hereinafter called and referred to as “the Contract”) and has accepted a bid by the Contractor for the execution of such Contract in the sum of .....*[insert total price in words and figures]* (hereinafter called and referred to as “the Contract Price”), and the remedying of any defects therein.

The CPSTL & the Contractor agree 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 and Contractor’s Scope of Work hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part of this contract agreement.
  - Letter of acceptance dated *[insert the date of the letter of acceptance]*
  - The bid dated *[insert the date of the bid]*
  - The scope ,standards and specifications of the bid
  - The terms & conditions of the bid
  - The completed schedules of the bid
  - The supplier's proposals and original Price Schedule
3. In consideration of the payments to be made by the CPSTL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the CPSTL to execute

and complete the Contract and remedy any default therein, fit for purpose in conformity in all respects according to the provisions of the Contract.

4. The CPSTL hereby covenants to pay the Contractor in consideration of the provision of the Contract 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.
5. All or any dispute between the parties hereto arising under or in connection with this agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.
6. Any notice or other communication received permitted to be given pursuant to this agreement shall be sent by registered mail or by fax address in the case of CPSTL, to the Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, and in the case of Contractor, to the .....[insert complete address of the contractor].

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 aforementioned.

**For and on behalf of the Contractor**

**For and on behalf of CPSTL**

.....

.....

Authorized Signature of the Contractor

Authorized Signature of CPSTL

(COMMON SEAL)

(COMMON SEAL)

In the presences of witness:

1. Name & NIC No : .....

Signature : .....

Address : .....

2. Name & NIC No : .....

Signature : .....

Address : .....