



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT NATIONAL COMPETITIVE BIDDING (NCB)

PROVISION OF ANNUAL TRANSPORTATION SERVICES FOR BULK FUEL FROM CPSTL KOLONNAWA INSTALLATION AND MUTHURAJAWELA TERMINAL TO LANKA BULK DEPOT, KURUNEGALA

TENDER REF NO: KPR/40/2025

INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT & SCOPE OF SUPPLY OF SERVICES

The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
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INVITATION FOR BIDS (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

PROVISION OF ANNUAL TRANSPORTATION SERVICES FOR BULK FUEL FROM CPSTL KOLONNAWA INSTALLATION AND MUTHURAJAWELA TERMINAL TO LANKA BULK DEPOT, KURUNEGALA

TENDER REF NO: KPR/40/2025

The Chairman, Department Procurement Committee (Major), on behalf of Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, hereby invites sealed bids from eligible transport service providers for the provision of transportation services to transport bulk fuel from the CPSTL Kolonnawa Installation and Muthurajawela Terminal to the Lanka Bulk Depot in Kurunegala. The contract will be for a period of one (01) year, with the possibility of extension, subject to satisfactory service performance.

The service provider must own or be part of a consortium that owns a minimum fleet of 8 bowzers, each with a capacity of 33,000 liters, all in running condition and roadworthy, to be used for this service. The service provider shall submit details of the bowser fleet as proof of ownership within a maximum of 90 days from the date of contract award.

Bidding will be conducted through the **National Competitive Bidding procedure**.

Interested parties may view the bidding document and obtain relevant information on the website www.cpstl.lk. Complete original bidding documents in English can be obtained from the undersigned or via email upon submission of a written request on company letterhead, signed by an authorized representative, **on working days between 0900 hrs and 1400 hrs until Monday, 28th July 2025**, upon payment of a non-refundable fee of **Sri Lankan Rupees Twenty thousand (LKR 20,000.00)** per document.

Bidders are advised to review the bidding document before purchase, as the bidding document fee is non-refundable under any circumstances.

A **pre-bid meeting** will be held to clarify any matters related to the tender documents. The meeting is scheduled for **1000 hrs. on Tuesday, 15th July 2025**. Interested parties or their authorized representatives are required to submit their request to participate in the pre-bid meeting by emailing procure@cpstl.lk on or before Monday, 14th July 2025.

Bids must be submitted using the bidding document issued by the Procurement Function of CPSTL. The original, duly completed bids may be sent by registered post or courier, or

delivered in a sealed cover **to reach** the Chairman, Department Procurement Committee, C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 1st Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya. **Bids must be received by 1400 hrs on Tuesday, 29th July 2025.** Bids may also be deposited in the tender box located at the main entrance of CPSTL. Late bids will be rejected.

If bidders are unable to submit the original bids as specified, they may submit a scanned copy of the completed bid in **PDF format** via email to **tenders@cpstl.lk** **to reach by 1400 hrs on 1400 hrs on Tuesday, 29th July 2025.** The original bid document must be securely retained and submitted to the Manager Procurement upon request. Note that the original bid documents will be used solely for filing purposes and will not be used for verification against the electronic submission.

Bids will close at 1400 hrs on Tuesday, 29th July 2025, and will be opened immediately thereafter at the office of the Manager (Procurement) in the presence of authorized representatives of the bidders who choose to attend. Only one authorized representative per bidder may attend the bid opening.

Bids must be valid until 28.10.2025, from the date of bid opening.

Bids must be accompanied by a **bid security of Sri Lankan Rupees One million seven hundred thousand (LKR 1,700,000.00), valid until 25.11.2025,** from the date of bid opening.

Bidders must be registered with the Department of Registrar of Companies (e-ROC) in compliance with the Public Contracts Act No. 3 of 1987, available at www.drc.gov.lk.

For any clarifications, please contact the Manager (Procurement) at **Tel: +94-11-2572156 / +94-11-2547238, Fax: +94-11-2074299, or Email: procure@cpstl.lk**.

**The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
1st Floor, New Building
Kolonnawa, Wellampitiya.**

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1 INSTRUCTIONS TO BIDDERS (ITB)

1.1 INTRODUCTION & BASIS OF BID

Ceylon Petroleum Storage Terminals Limited (CPSTL), under the Ministry of Power & Energy, seeks eligible transport service providers to provide transportation services for bulk fuel from the CPSTL Kolonnawa Installation and Muthurajawela Terminal to the Lanka Bulk Depot (LBD) in Kurunegala for a period of one (01) year, with the possibility of extension, subject to the requirement of CPSTL and satisfactory performance of the service provider.

The Chairman, Department Procurement Committee (DPC) (Major) of CPSTL invites sealed bids for the provision of these services. Bidding will be conducted through the National Competitive Bidding (NCB) procedure, and all bids must comply with the terms, conditions, specifications, and schedules outlined in this bidding document.

Bidders are required to familiarize themselves with the nature of the services described in this document prior to bidding. It is essential that bidders thoroughly understand all conditions specified in the document before submitting their bid. No claims of insufficient information will be entertained after the bid submission.

Bidders will bear all costs associated with preparing and submitting their bid. The DPC will not be liable for any such costs, regardless of the outcome of the bidding process.

Bidders must provide their prices in the "Schedule of Prices" included in Schedule "A," in accordance with the scope of services and contract conditions. Prices must remain fixed for the entire one-year contract period, except for fuel cost components, which are subject to adjustment as specified in the contract.

The "Form of Bid" must be completed and submitted with the bid.

Any additional services offered by the bidder, not covered in this Invitation to Bid (ITB), must be clearly stated for consideration by the DPC. If no exceptions are noted, it will be assumed that the bidder conforms to all conditions of the bidding document.

Each bidder may submit only one (01) bid. Bids that do not comply with this ITB will be rejected.

1.2 BASIS OF CONTRACT

This contract is for the provision of annual transportation services to transport bulk fuel (petrol and diesel) from CPSTL Kolonnawa Installation and Muthurajawela Terminal to LBD Kurunegala, as detailed in this document. Services will be provided on an as-needed basis as requested by CPSTL. Payments will be made based on the actual services provided, at the rates agreed upon in the contract.

The agreed rates must cover all costs associated with the contract, including VAT, all statutory expenses, local taxes, wages, overtime, provident funds, fuel costs, supervision, and any other expenses incurred by the contractor in the execution of the contract.

The contractor may subcontract part of the services. However, the contractor remains fully responsible for the acts, defaults, and omissions of any subcontractor, including their agents and employees, as if they were the contractor's own.

The contract will be formalized with CPSTL and is expected to be effective for approximately one (01) year from the date of signing, with the possibility of extension, subject to the requirement of CPSTL and satisfactory performance of the service provider.

1.3 ELIGIBLE BIDDERS

To be eligible for this tender, bidders must meet the following criteria:

- a) **Fleet Requirements:** The service provider must own, or be part of a consortium that owns, a minimum fleet of 8 bowzers, each with a capacity of 33,000 liters, all in running condition and roadworthy. The service provider shall submit details of the bowser fleet as proof of ownership **within a maximum of 90 days** from the date of contract award.
- b) **Experience:** The bidder must have a minimum of two (2) years of experience in successfully handling transport contracts. In the case of a consortium, at least one party must meet this experience requirement.
- c) **Legal Standing:** The bidder must possess the legal rights to provide the services under this contract and must not be blacklisted.
- d) **Rate Quotation:** The bidder **must not** quote a transport rate (*Fixed component + Fuel cost component*) per kilometer that exceeds the existing rate declared by Ceylon Petroleum Corporation (CPC) (***attached as Annexure F***) at the time of tender publication.
- e) **Blacklisting:** Bidders who are blacklisted or suspended by CPSTL or any other state institution at the time of bid submission or contract award will be disqualified.
- f) **Conflict of Interest:** Bidders must not have any conflict of interest. Bidders found to have a conflict of interest with one or more parties in this bidding process, including those associated with firms that have been engaged by CPSTL for the preparation of this tender, will be disqualified.

Important Note: All bidders must satisfy the above conditions to be considered for this tender.

1.4 CONTENTS OF BIDDING DOCUMENT

The bidding document comprises the following sections:

- | | | |
|-----|--|----------------|
| 01. | Invitation for Bids | |
| 02. | Instructions to Bidders (ITB) | |
| 03. | Conditions of Contract (COC) | |
| 04. | Scope of Supply of Services | |
| 05. | Schedule of Prices | - Schedule "A" |
| 06. | Form of Bid | - Annexure "A" |
| 07. | Format of Bid Security Guarantee | - Annexure "B" |
| 08. | Format of Performance Security Guarantee | - Annexure "C" |
| 09. | Format of Contract Agreement | - Annexure "D" |
| 10. | Format of Transport Contract | - Annexure "E" |
| 11. | Existing transport rate declared by CPC | - Annexure "F" |

Bidders are not permitted to make any alterations to the bidding document. Any modifications made by the bidder may result in disqualification.

1.5 ISSUING OF BIDDING DOCUMENTS

Interested parties may view the bidding document on the CPSTL website at www.cpstl.lk. To obtain a full set of the bidding documents in English, a written request on the company's letterhead, signed by an authorized representative, must be submitted either in person to:

Manager (Procurement)

Procurement Function

Ceylon Petroleum Storage Terminals Limited (CPSTL)

01st Floor, New Administration Building

Oil Installation, Kolonnawa

or via email to procure@cpstl.lk.

Requests will be accepted on working days from **0900 hrs to 1400 hrs**, up to **Monday, 28th July 2025**.

A **non-refundable fee of Sri Lankan Rupees Twenty Thousand (LKR 20,000.00)** per document is applicable. Bids will only be accepted if they are submitted using the bidding documents officially obtained from CPSTL. The fee can be paid either:

- **In cash** at the CPSTL Cash Counter, Kolonnawa, or
- **By bank transfer** to the CPSTL account provided below.

For payments made via bank transfer, the non-refundable fee of **LKR 20,000.00** must be remitted directly to the CPSTL bank account listed below. A copy of the payment receipt must be emailed to **procure@cpstl.lk** by **1400 hrs on Monday, 28th July 2025**, and the payment must be credited to the CPSTL bank account by this deadline. The **applicant name, company name, and tender number (KPR/40/2025)** must be clearly stated in the payment reference.

Upon confirmation of the payment, the original bidding document will be issued to the authorized representative or emailed to the bidder.

Bank Account Details

Account Holder : Ceylon Petroleum Storage Terminals Limited
Bank & Branch : People's Bank
Corporate Branch
No. 91, All Ceylon Hindu Congress (ACHC) Building,
Sir Chittampalam A. Gardiner Mawatha.
Colombo 02

Account No : 004-1-001-9-0208672
Swift code : PSBKLKLX
Bank code : 7135
Branch code : 004

Please note that the bidding document fee is strictly non-refundable under any circumstances. Bidders are strongly advised to review the bidding document available on the website prior to purchase.

1.6 PRE-BID MEETING

A pre-bid meeting will be held to address any questions and clarify matters related to the bidding document. The meeting is scheduled for **1000 hrs. on Tuesday, 15th July 2025** at the office of the DGM (Operations), CPSTL, Kolonnawa.

Interested parties or their authorized representatives must send a request to participate in the pre-bid meeting via email to **procure@cpstl.lk** on or before Monday, 14th July 2025.

The meeting will provide an opportunity to clarify issues and answer any questions raised by bidders.

Bidders are requested to submit any queries or requests for clarification regarding the bidding documents by email to **procure@cpstl.lk**, with responses required by 14.07.2025.

Queries submitted by other means will not be addressed.

CPSTL will respond to queries and clarifications as promptly as possible, and the responses will be shared with all bidders as outlined in ITB Clause 1.12.

All costs associated with attending the pre-bid meeting shall be borne by the bidders.

1.7 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION

Bidders must provide a valid copy of the Certificate of Incorporation issued by the Registrar of Companies of Sri Lanka or a Business Name Registration Certificate issued by the relevant Provincial Council with their bid.

In accordance with the Public Contracts Act, No. 03 of 1987, parties submitting bids for public contracts valued over Sri Lankan Rupees Five Million (LKR 5,000,000.00) must register with the Department of Registrar of Companies (e-ROC) as follows:

1. Agents, sub-agents, representatives, or nominees must be registered before the bid submission deadline.
2. If the bidder is both the applicant and the tenderer, registration must be completed before the award of the tender.

CPSTL will verify this registration during the preliminary evaluation of bids. Bids failing to meet this registration requirement will be rejected.

For registration, contact the Department of Registrar of Companies at:

- Address: "Samagam Medura," No. 400, D.R. Wijewardena Mawatha, Colombo 10
- Tel.: +94-11-2689208 / +94-11-2689209
- Email: registrar@drc.gov.lk

(Note: Contact details are subject to change; CPSTL assumes no responsibility for any discrepancies.)

1.8 DOCUMENTS AND DETAILS TO ACCOMPANY BID

All bids shall contain adequate particulars in respect of the items offered. Bidders' must furnish all the required documents/details given below for evaluation purposes and failure to furnish any documents/details requested under **Section I** along with the bid will result in the bid being rejected.

Bidders must provide the following documents and details to ensure their bid is evaluated correctly. Failure to submit any required documents or details specified in **Section I** will result in the bid being rejected.

Section I

1. **Proof of Public Contract Registration:** As per ITB Clause 1.7 (*CPSTL will verify registration in the e-ROC system, regardless of whether the PCA-03 certificate is submitted*).
2. **Bid Security:** For a minimum sum as required and valid until 25.11.2025, as per ITB Clause 1.18.

3. **Schedule of Prices:** The original, duly completed, signed, stamped, and dated Schedule of Prices - Schedule "A", as per ITB Clause 1.19.
4. **Form of Bid:** The original, duly completed, signed, stamped, and dated Form of Bid - Annexure "A", as per ITB Clause 1.20.

Section II

5. **Company Profile:** A detailed profile of the company.
6. **Certificate of Incorporation/Company Registration (BR):** As per ITB Clause 1.7.
7. **Consortium Agreement:** If bidding as a consortium, provide the consortium agreement document.
8. **Tax Registration Certificate:** The VAT/SSCL registration certificates are required if applicable. In the case of a consortium, the VAT/SSCL certificate of the lead partner must be submitted.
9. **Experience Records:** Details and documentary evidence of recently handled transport contracts of similar nature and magnitude.
10. **Vehicle Documentation:** Registration certificates, revenue licenses, and insurance documents for all bowsers owned by the bidder that are intended for use under this contract. This should satisfy the minimum eligibility requirements regarding vehicle ownership as per ITB Clause 1.3(a).
11. **Additional Requirements:** Any other details and documentary requirements specified in the bid.

All documentation, correspondence, catalogues, and literature must be provided in English.

1.9 SEALING, MARKING & SUBMISSION OF BID

Bids must be submitted in duplicate, with the original and duplicate copies placed in separate envelopes clearly marked "ORIGINAL" and "DUPLICATE." In case of any discrepancy, the original will prevail. Both envelopes should be enclosed in a single securely sealed cover, marked as follows:

"BID FOR THE PROVISION OF ANNUAL TRANSPORTATION SERVICES FOR BULK FUEL FROM CPSTL KOLONNAWA INSTALLATION AND MUTHURAJAWELA TERMINAL TO LANKA BULK DEPOT, KURUNEGALA - KPR/40/2025 – CLOSING DATE: 29TH JULY 2025."

This should be written on the top left-hand corner of the envelope, with the bidder's name and address on the bottom left-hand corner. The envelope should be addressed to:

**The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Procurement Function
1st Floor, New Building
Ceylon Petroleum Storage Terminals Limited
Kolonnawa, Wellampitiya.**

Each bidder may submit only one offer. Alternative offers are not accepted.

If the outer envelope is not properly sealed and marked as specified, CPSTL will not assume responsibility for the bid being misplaced or opened prematurely. The envelope should also include the bidder's name and address to ensure it can be returned unopened if received late.

For any clarifications, please contact: procure@cpstl.lk

1.10 FORMAT & SIGNING OF BID

The original and duplicate copies of the bid must be typed or written in indelible ink and signed by the authorized representative(s) of the bidder. Each page of the bid, except for unaltered printed literature, must be initialed by the signatory.

Any interlineations, erasures, or insertions will only be considered valid if they are initialed by the signatory. All corrections must be clear, as overwriting will not be accepted.

1.11 AMENDMENTS/CLARIFICATIONS OF BIDDING DOCUMENT

The Chairman, DPC, reserves the right to issue amendments to the bidding document as deemed necessary, up to seven (07) days prior to the deadline for bid submission.

Any prospective bidder requiring clarification on the provisions or terminology within the bidding document must submit a written request either by hand, post (to the address indicated in ITB Clause 1.9), or by email (to procure@cpstl.lk), on or before the date of the pre-bid meeting as specified in ITB Clause 1.6. If any provision is considered unacceptable, objections must also be raised at this stage.

The CPSTL will respond in writing, either by post or email, to any requests for clarification, modifications, objections, or complaints received on or before the date of the pre-bid meeting. CPSTL's responses will be distributed to all prospective bidders who have collected the bidding documents, without revealing the source of the inquiry, within seven (07) days prior to the bid closing date.

Please note that questions and answers provided will not form part of the bidding document or contract, and such responses shall not constitute legally binding representations. Should any question necessitate a change to the bidding document, an official addendum will be issued in accordance with the procedure outlined above.

All correspondence must be addressed to the mailing or email address specified above. Correspondence directed to individual officers will not be entertained and may result in disqualification.

Bidders who do not seek any clarification or additional information will be deemed to have accepted the bidding document in its entirety.

1.12 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

Bidders may modify, substitute, or withdraw their bids after submission, provided that written notice of the modification, substitution, or withdrawal is received by the DPC prior to the deadline prescribed for bid submission.

Bid modifications or substitutions must be prepared, sealed, marked, and dispatched as follows:

The bidder shall submit both an original and a duplicate, as specified in ITB Clause 1.9, for any modification or substitution to the bid. These documents should be clearly identified as **"MODIFICATION"** or **"SUBSTITUTION"** in two separate envelopes marked **"ORIGINAL"** and **"DUPLICATE"**. Both envelopes should then be sealed in an outer envelope clearly marked **"BID MODIFICATION"** or **"BID SUBSTITUTION"** - **"BID FOR THE PROVISION OF ANNUAL TRANSPORTATION SERVICES FOR BULK FUEL FROM CPSTL KOLONNAWA INSTALLATION AND MUTHURAJAWELA TERMINAL TO LANKA BULK DEPOT, KURUNEGALA - KPR/40/2025 – CLOSING DATE: 29TH JULY 2025."**

Bidders who wish to withdraw their bids must notify CPSTL in writing before the deadline for bid submission. The withdrawal notice should clearly identify the bid and be labeled as **"BID WITHDRAWAL NOTICE"**.

All bid modifications, substitutions, or withdrawal notices must be sent to the address specified in ITB Clause 1.9 or via email to tenders@cpstl.lk, and must be received no later than the bid submission deadline.

In the case of submission via email, the original documents must be securely retained and submitted to the Manager Procurement, CPSTL, upon request.

Any bid modifications, substitutions, or withdrawal notices received after the submission deadline will not be considered, and the original bid submitted will remain valid.

1.13 CLOSING OF BIDS

Bids, enclosed, sealed, marked, and addressed as specified, shall be sent by registered post, courier, or sealed cover **to reach** the following address no later than **1400 hrs. on Tuesday, 29th July 2025**:

**The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Procurement Function
1st Floor, New Building
Ceylon Petroleum Storage Terminals Limited
Kolonnawa, Wellampitiya.**

Alternatively, bids may be deposited in the tender box located at the main entrance of CPSTL.

For bidders unable to submit original bids as described above, a scanned copy of the duly completed bidding documents in PDF format may be submitted via email to tenders@cpstl.lk by 1400 hrs. on Tuesday, 29th July 2025, subject to the following conditions:

1. **Discretionary Submission:** Submission via email is at the bidder's own discretion.
2. **Bid Security:** If the bidder opts to provide bid security in the form of a bank guarantee or bank draft (other than a direct deposit to the CPSTL bank account), the original bank guarantee or draft must be sent or hand-delivered to the address specified above, to arrive no later than 1400 hrs. on Tuesday, 29th July 2025.
3. **Email Subject:** The email subject line must clearly indicate the title and closing date of the tender.
4. **File Size Limitation:** The total size of an email, including attachments, must not exceed 20 MB. If attachments exceed this limit, the bidder must split the attachments into separate emails (e.g., 01 of 03, 02 of 03, 03 of 03, etc.).
5. **Prohibited Links:** Direct links to external sites or shared folders (e.g., Google Drive) are strictly prohibited.
6. **Email Protocol:** Emails must not be copied (CC) or blind copied (BCC) to any other CPSTL staff email addresses.
7. **Submission Timing:** Emails should be sent well in advance to allow CPSTL sufficient time to print and present the bids at the bid opening.
8. **Original Document Submission:** The original bid document must be securely retained by the bidder and submitted to the Manager Procurement upon request. The original bid will be retained for filing purposes and not for verification against the electronic bid.

The bid submission deadline is 1400 hrs. on Tuesday, 29th July 2025.

1.14 DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the Chairman, DPC, no later than the time and date specified in ITB Clause 1.13. The Chairman, DPC reserves the right, at his discretion, to extend the deadline for the submission of bids by issuing an amendment to the bidding documents. In such cases, all rights and obligations of CPSTL and the bidders will be governed by the extended deadline.

1.15 LATE BIDS

Bids received after the specified deadline will not be considered and will be returned unopened to the bidder.

1.16 OPENING OF BIDS

Bids will be opened immediately after the deadline for submission at the following location:

**The office of Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
1st Floor, New Building
Oil Installation
Kolonnawa, Wellampitiya.**

In the event that the Manager Procurement's office is unavailable, the opening will take place at an alternate location, which will be arranged accordingly.

The Bid Opening Committee (BOC), appointed by the DPC, will open the bids in the presence of the authorized representatives of the bidders who choose to attend. Only one authorized representative per bidder is permitted to participate in or witness the bid opening procedure. During the opening, the names of the bidders, bid prices, discounts, the presence or absence of the required bid securities, and any other information deemed relevant by the BOC, will be announced.

1.17 MINIMUM VALIDITY PERIOD OF BIDS

All bids must remain valid for acceptance until at least **28.10.2025**. Bidders are required to clearly specify the maximum period their bids will remain valid. **Any bid with a validity period shorter than the required minimum will be rejected by the DPC as non-responsive.**

All prices stated in the Schedule of Prices (Schedule "A") shall be firm and not subject to any price variation during the validity period.

In exceptional circumstances, prior to the expiration of the initial bid validity period, the DPC may request bidders to extend the validity period of their bids for an additional specified period. Such requests, and the bidders' responses, shall be communicated in writing. While bidders have the option to decline the request, those who agree to the extension must do so unconditionally and must also extend the validity of the bid security for the extended period, in compliance with ITB Clause 1.17. Bidders who do not agree to an unconditional extension will have their bids rejected without forfeiture of their bid security.

If an offer is accepted within the bid validity period, the validity period shall be extended by fourteen (14) days to facilitate the issuance of a Purchase Order and related documentation.

Bids failing to comply with these requirements will be deemed non-responsive and will be rejected.

1.18 BID SECURITY

Each bid must be accompanied by a bid security to ensure that the offer remains valid for the specified period and is not withdrawn during that time. The bid security can be provided in one of the following forms **for a minimum amount of Sri Lankan Rupees One million seven hundred thousand (LKR 1,700,000.00):**

Each bid must be accompanied by a bid security, serving as an undertaking that the offer will remain valid for the specified period and will not be withdrawn during that time. The bid security must be provided in one of the following forms:

- I. **Bank Draft/ Bank Guarantee:** Issued for a minimum sum of Sri Lankan Rupees One million seven hundred thousand (LKR 1,700,000.00) by a recognized commercial bank (The bank must be an approved commercial bank authorized by a license issued by the Monetary Board of the Central Bank of Sri Lanka),
- II. **Direct Deposit to CPSTL bank account:** A direct deposit into the CPSTL bank account (details provided below) for a minimum sum of Sri Lankan Rupees One million seven hundred thousand (LKR 1,700,000.00). A payment receipt (Bank Slip) must be submitted with the bid, and the bidder's details (Bidder's Name, Bid Number: KPR/40/2025) must be referenced on the receipt. Payment must be debited to the CPSTL account before the bid closing time. Reimbursement of bid securities deposited directly into the CPSTL bank account will only be made in Sri Lankan Rupees via cheque payments.

CPSTL bank account details

Ceylon Petroleum Storage Terminals Ltd

A/C No.004-1-001-9-0208672

Corporate Banking Division

People's Bank, Sri Lanka.

- III. **Payment to Cashier, CPSTL:** Payment could be made the Cashier, CPSTL for a minimum sum of Sri Lankan Rupees One million seven hundred thousand (LKR 1,700,000.00). Original payment receipt must be submitted with the bid.

The bid security must be unconditionally encashable on demand by CPSTL and must remain valid until **25.11.2025**.

For a bank guarantee, it must adhere strictly to the format provided in Annexure “B.”

Failure to submit the bid security by the deadline for bid submission, in accordance with the above requirements, and in the specified format (in the case of a bank guarantee), will result in the bid being rejected.

In exceptional circumstances, before the expiry of the bid validity period, the DPC may request bidders to extend the validity period of their bid securities for a specified additional period, as described in ITB Clause 1.18. If a bidder does not agree to an unconditional extension of the bid security validity, their bid will be rejected without forfeiture of the bid security.

The bid securities of unsuccessful bidders will be returned only after the award has been made to the successful bidder. The bid security of the successful bidder will be returned only after the receipt of the performance security.

1.19 SCHEDULE OF PRICES

The prices shall be submitted in the format of the Schedule of Prices - labeled Schedule “A” in the bidding document. The bidder must duly sign and return the completed schedule as part of the bid submission.

The quoted rates must cover services provided throughout the year, excluding CPSTL-declared holidays, and must account for work conducted beyond normal hours, without any additional charges.

The pricing should consist of two components:

- **Fixed Component** (Item I of the *Schedule of Prices*)
- **Fuel Cost Component** (Item II of the *Schedule of Prices*).

The total rate (Fixed component + Fuel cost component) **must not** exceeds the existing rate declared by CPC (*attached as Annexure F*) at the time of tender publication.

Hence, the bidder is expected to carefully calculate and provide realistic figures for the fixed component. All rates quoted will remain valid for one (01) year from the date of contract signing, with no allowance for increases, except for adjustments in the fuel cost component (Item II) in accordance with Clause 2.4 of the Conditions of Contract.

For VAT-registered bidders, VAT rates and the corresponding VAT registration number must be indicated separately.

Bids that are not submitted on the prescribed form or in the required format will be considered a major deviation and will be rejected.

1.20 DECLARATION

Bidders must declare that they have thoroughly read and understood all the conditions of the bidding document. By submitting their bid, bidders agree to comply with and be bound by all the specified conditions, and to execute the contract or perform the services in strict accordance with these conditions.

Bidders are required to submit a duly completed and signed Form of Bid (Annexure “A”) as part of their bid submission.

Failure to submit the duly completed and signed Form of Bid in the prescribed format, and by the specified deadline, will result in the bid being rejected.

1.21 PRELIMINARY EXAMINATION OF BIDS

The DPC will conduct a preliminary examination of the bids to assess completeness, verify the accuracy of any calculations, ensure proper signing of documents, and confirm that the bids are generally in order. The DPC may, at its discretion, request clarifications from bidders.

Any request for clarification and the corresponding response must be in writing and submitted within a short timeframe specified by the DPC. No changes in price or the substance of the bid shall be sought, offered, or permitted during this process.

Bidders are required to respond promptly to any queries raised by the DPC via email during the bid evaluation stage. Failure to respond to these queries may result in the rejection of the bid.

1.22 CORRECTION OF ERRORS

Bids that are determined to be substantially responsive will be reviewed for any arithmetic errors. Corrections will be made as follows:

- a) If there is a discrepancy between the unit price and the line-item total resulting from multiplying the unit price by the quantity, the unit price as quoted will prevail, and the line-item total will be corrected accordingly. However, if the DPC identifies an obvious misplacement of the decimal point in the unit price, the line-item total as quoted shall prevail, and the unit price will be corrected.
- b) If there is an error in the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total will be corrected.
- c) If there is a discrepancy between the amount stated in words and the amount stated in figures, the amount in words shall prevail unless it is associated with an arithmetic

error. In such cases, the amount in figures will prevail, subject to the corrections outlined in (a) and (b) above.

- d) The amount stated in the bidding document, adjusted in accordance with the procedures above and with the concurrence of the bidder, shall be considered binding. If the bidder does not accept the corrected bid amount, their bid will be rejected.
- e) If the bidder refuses to accept the correction of errors, their bid shall be disqualified, and their bid security may be forfeited.

1.23 EVALUATION OF BIDS

The DPC will conduct a detailed evaluation of the bids to determine whether all required aspects have been adequately addressed and to assess the substantial responsiveness of the bids selected during the preliminary examination.

Only bids that conform to the terms and conditions of the bidding document will be considered substantially responsive. The contract will be awarded to the lowest evaluated bid that is determined to be substantially responsive.

1.24 POWER TO ACCEPT OR REJECT BIDS

The DPC reserves the right, at its sole discretion, to accept or reject any bid, including the lowest bid, or any portion thereof, without providing reasons for such action. The DPC is not obligated to award the contract to any bidder.

1.25 AWARDING CRITERIA

Subject to ITB Clause 1.25, CPSTL will award the contract to the bidder whose bid has been determined to be the lowest evaluated and substantially responsive, provided that the bidder is assessed to be qualified to satisfactorily perform the contract.

1.26 NOTICE OF ACCEPTANCE

The acceptance of a bid will be communicated to the successful bidder through a **LETTER OF AWARD**, initially via email, followed by a written confirmation sent by registered post to the bidder's address. The bidder must promptly notify the Manager Procurement, Procurement Function, 1st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, of any changes to their mailing address.

1.27 SOURCE OF FUNDS

The contract will be financed by the funds of Ceylon Petroleum Storage Terminals Limited.

1.28 ETHICS, FRAUD AND CORRUPTION

All parties involved in the procurement process, including suppliers, contractors, and officials, must maintain strict confidentiality throughout the process. Officials must avoid any personal gain from procurement activities and shall not accept any gifts or inducements. Suppliers or contractors found offering gifts or inducements that may influence decisions or compromise the objectivity of an official will be disqualified from the bidding process.

DUPLICATE

2 CONDITIONS OF CONTRACT (COC)

2.1 PERFORMANCE SECURITY

The successful bidder is required to provide a performance security to safeguard CPSTL against non-performance of the contract. Upon notification of the bid acceptance through the issuance of the Letter of Award, the successful bidder shall furnish, at their own expense, a performance security within fourteen (14) days from the date of the Letter of Award. The performance security shall be provided in one of the following forms:

- I. **Bank Draft/ Bank Guarantee:** Issued by a recognized commercial bank (The bank must be an approved commercial bank authorized by a license issued by the Monetary Board of the Central Bank of Sri Lanka),
- II. **Direct Deposit:** A direct deposit to the CPSTL bank account, for an amount equivalent to 5% of the total contract value (inclusive of taxes). Reimbursement for bid securities arranged as direct cash deposits will only be made through cheque payments.

The performance security must be payable to CPSTL on demand, and for a minimum sum equivalent to **5% of the total contract value** (inclusive of taxes) of the accepted bid. In the case of a bank guarantee, it must be provided in a format substantially similar to Annexure "C".

Failure to furnish a valid performance security within twenty-eight (28) days from the date of the Letter of Award will result in the cancellation of the award, forfeiture of the bid security, and placement of the successful bidder on the list of defaulting suppliers. Additionally, the successful bidder will be liable for any losses, costs, expenses, or damages incurred by CPSTL as a consequence of such failure. CPSTL reserves the right to make alternative arrangements for the performance of the contract at the risk and expense of the successful bidder.

The contract will be signed after receipt of the performance security. The performance security shall be in favor of CPSTL, unconditionally encashable on demand, and valid for at least **three hundred sixty-five (365) days** beyond the date of the contract.

In exceptional circumstances, prior to the expiration of the performance security, CPSTL may request an extension of the validity period for a specified additional period to meet the contract completion schedule.

2.2 CONTRACT AGREEMENT

The successful bidder (hereinafter referred to as the "Service Provider") will be required to enter into a formal agreement with CPSTL following the award of the contract. The contract agreement must be signed within twenty-one (21) days from the date of the Letter of Acceptance. A specimen of the Contract Agreement is provided in Annexure "D."

2.3 COMMENCEMENT OF THE CONTRACT

The service provider shall submit the details of the bowser fleet as proof of ownership within a maximum of ninety (90) days from the date of contract award. The contract shall commence within fourteen (14) days from the date of receipt of CPSTL's approval for the bowser fleet.

2.4 PRICE ADJUSTMENTS OF RATES OF THE FUEL COST COMPONENT

The “**Fuel Cost Component (Item II of the Schedule of Prices)**” shall be subject to adjustments in accordance with fluctuations in the market price of Lanka Auto Diesel (LAD). These adjustments will be applied based on the following conditions:

- **Fluctuations in Price:** If the market price of Lanka Auto Diesel (LAD) fluctuates during the contract period, the rates for the Fuel Cost Component will be revised according to the following Fuel cost adjustment formula:
- **Effective Date:** Price adjustment will take **effect 24 hours** after the change in the fuel price is announced

Fuel cost components adjustment formula:

The **Fuel Cost Component of the Rate (New)** shall be calculated to reflect changes in the market price of Lanka Auto Diesel (LAD) based on the following formula:

Fuel Cost Component of Rate (New)

$$= \text{Loaded cost per Km (Fixed at LKR 163.28)} \times \frac{\text{Price of Lanka Auto Diesel (New Rate)}}{\text{LKR 289.00}}$$

Where:

Fuel Cost Component of Rate:

Base cost of fuel is LKR 289.00 and fuel cost for loaded Km is calculated at LKR 163.28 (without VAT)

Loaded cost per Km:

Loaded cost per kilometer is the cost of transporting a load over a kilometer of distance.

Price of Lanka Auto Diesel (New):

CPC announced per liter of Lanka Auto Diesel following a price change, applicable at the time the service is rendered.

Price of Lanka Auto Diesel (Base):

The base price of Lanka Auto Diesel per liter, which is set at LKR 289.00 for calculation of revised rate.

Example Calculation:

To illustrate the application of the fuel cost adjustment formula, consider the following scenario:

- **Price of Lanka Auto Diesel (New):** LKR 294.00 (for example)
- **Price of Lanka Auto Diesel (Base):** LKR 289.00

The *Fuel Cost Component of Rate (New)* will be calculated as:

$$\text{Fuel Cost Component of Rate (New)} = \text{LKR } 163.28 \times \left[\frac{\text{LKR } 294.00}{\text{LKR } 289.00} \right]$$

$$\text{Fuel Cost Component of Rate (New)} = \underline{\underline{\text{LKR } 166.06}}$$

Important Notice:

- ✓ The price adjustment mechanism applies exclusively to fluctuations in the price of Lanka Auto Diesel (LAD).
- ✓ No adjustments will be made for any other cost increases during the contract period, including, but not limited to:
 - Petrol price changes,
 - Costs related to spare parts or maintenance,
 - Depreciation of the Sri Lankan rupee,
 - Any other inflationary factors not related to the price of Lanka Auto Diesel.

2.5 SHORT/DELAY DELIVERIES, THEFTS, LOSSES AND DAMAGES

The Contractor shall be fully responsible for any short delivery, delayed delivery, theft, or loss/damage to fuel during loading, transit, or unloading, as recorded in the relevant invoice. All fuel bowsters must proceed directly to the designated unloading point without unnecessary stops, unless absolutely essential and justified.

Liability for Loss/Non-delivery/Damage/Theft:

The Contractor shall be fully liable for any loss, non-delivery, damage, or theft of fuel occurring during loading, transit, or unloading at any CPSTL-designated destination. In addition to bearing the full cost of the loss, non-delivery, damage, or theft, **a surcharge of 25% of the total cost** will be applied. The corresponding amounts will be debited from the Contractor's account and deducted from payments due by CPSTL.

Tampering/ Adulteration/ Malpractices/ Fraudulent acts:

If any fuel entrusted to the Contractor is found to be tampered with or adulterated, the Contractor will be liable for the full value of the affected fuel load, which will be recovered along with a **100% penalty**. The Contractor must take all necessary precautions to ensure the integrity of the fuel load during transportation.

Accidents or Breakdowns:

In the event of an accident or breakdown involving a fuel bowser, the Contractor must immediately notify the CPSTL Accident Officer/Distribution Manager via telephone or other quickest means, providing the bowser's number and location. The fuel load in the affected bowser may only be transferred to another bowser or unloaded at an alternate location with CPSTL's explicit permission.

Insurance Requirements:

The Contractor must obtain a comprehensive insurance policy covering all risks, including theft, third-party liabilities, damages, and Strike, Riot, and Civil Commotion (SR & CC) risks. The insurance must cover **each bowser** registered under this contract **for the value of the product carrying by the bowser** and be **valid for the entire contract period** to cover potential loss of goods during transportation.

2.6 MINIMUM LOAD GUARANTEE BY CPSTL

CPSTL guarantees a **minimum of 200 to maximum of 300 bowser loads (33,000 liters capacity per load) per month** under this contract for delivery to LBD-Kurunegala.

Contractor's Obligation:

If the Contractor is unable or fails to deliver up to the maximum of 300 bowser loads (33,000 liters capacity per load) to LBD-Kurunegala within the specified period, penalties or disqualification will be applied in accordance with Clause 2.7.

CPSTL's Obligation:

Should CPSTL fail to provide at least 200 bowser loads (33,000 liters capacity per load) for delivery to LBD-Kurunegala in any given month, the Contractor will be compensated at 50% of the agreed rate per load, for each load under the 200-load minimum.

2.7 DEFAULTS BY THE CONTRACTOR

As outlined in Clause 2.6, CPSTL guarantees a minimum of 200 to maximum of 300 bowser loads (33,000 liters capacity) per month to LBD-Kurunegala. If the Contractor fails to provide the necessary number of bowsers to meet this requirement within the agreed time frame, thereby causing CPSTL to incur additional costs, **such cost + 25% penalty** will be debited from the Contractor's account immediately. Additionally, CPSTL reserves the right to terminate the contract with one (1) months' notice, in which case the Contractor's performance security will be forfeited.

Sufficient bowsers:

The Contractor must at all times ensure that an adequate number of roadworthy bowsers, along with qualified drivers and porters, are available to facilitate the loading, transport, and discharge of bulk fuel at LBD-Kurunegala. Should the Distribution Manager deem the number of bowsers insufficient, CPSTL reserves the right to engage additional bowsers from third parties. Any additional costs incurred by CPSTL as a result will be recovered from the Contractor by deducting the difference between the amount paid for these services and the amount that would have been payable to the Contractor had they fulfilled their obligations.

Inability to Provide Service:

If, in CPSTL's opinion, the Contractor becomes incapable or unable to provide the contracted services, CPSTL reserves the right to source these services from other parties, without incurring any liability to the Contractor.

Default or Breach:

In the event of a default in service provision or breach of any contractual obligations, the Contractor shall be liable to CPSTL for any resulting losses, damages, or expenses. The Contractor may also be placed on CPSTL's list of defaulting contractors, which may disqualify them from future bidding opportunities.

Indemnification:

The Contractor shall indemnify CPSTL against any liabilities arising from non-compliance with applicable laws, rules, regulations, or local authority bylaws by the Contractor, their agents, or employees.

Notification of Delays:

In the event that CPSTL personnel cause delays that impact timely delivery, the Contractor must notify the Distribution Manager within twenty-four (24) hours. Failure to do so will result in no waiver of penalty charges for delayed delivery. Late complaints will not be considered.

Examination of Bowsers:

The Contractor's bowsers must be made available for examination by CPSTL at any time while transporting bulk fuels.

2.8 CONTRACTOR'S LIABILITY FOR LOSSES OR DAMAGES TO THE CARGO

The Contractor shall be held fully liable for any loss or damage to bulk fuel that occurs during loading, transportation, or unloading, due to any negligent act or omission by the Contractor, their employees, agents, or sub-contractors. CPSTL reserves the right to recover the cost of such losses or damages with penalty from the Contractor, calculated at the prevailing selling price of the bulk fuel.

2.9 PAYMENT TERMS

Payment to the Contractor will be made based on the quantities transported and delivered to LBD-Kurunegala, as per certified invoices. Payments will be processed on a calendar month basis, within seven (07) days of the submission of the tax invoice.

However, CPSTL shall not be liable for any additional costs or expenses incurred by the Contractor, their agents, or employees due to delays, hold-ups at barriers, or any other similar occurrences.

2.10 RIGHTS OF CPSTL

CPSTL reserves the right to place transport orders or utilize alternative transport arrangements as deemed necessary under the circumstances. CPSTL is not obligated to place orders exclusively with any single contractor.

However, once an award has been made and rates have been accepted from a successful bidder, the contractor shall be required to provide the stipulated services to CPSTL as needed, at the agreed rates.

2.11 TERMINATION OF CONTRACT

General Termination:

Either party may terminate the contract by providing three (03) months' prior written notice.

Termination for Default:

If the Contractor fails to provide the required services in accordance with the tender conditions, CPSTL reserves the right to terminate the contract with one (01) month's prior written notice. In such an event, the performance security shall be forfeited.

2.12 CONTRACT NOT TO BE SUBLET

The Contractor shall not assign or sublet any part of their obligations under this contract without obtaining prior written authorization from CPSTL. In cases where authorization is granted for subletting or assignment, the Contractor will remain fully responsible for the performance of all obligations, including those assigned or sublet.

2.13 CONTRACT ADMINISTRATION

The Distribution Manager of CPSTL shall be the Administrator for this contract and will oversee its administration and execution.

2.14 FORCE MAJEURE

The Contractor shall not be held liable for failure to perform their obligations under this contract due to events of Force Majeure, which include acts of God, war, strikes, invasion, civil war, rebellion, revolution, insurrection, military actions, earthquakes, plagues, or tsunamis.

Except for these Force Majeure events, the Contractor shall assume all risks and liabilities associated with the performance of the contract and any incidental matters connected with the supply.

2.15 DISPUTES

Any dispute of 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.

2.16 FURTHER INFORMATION

For additional information or clarification, please contact the Manager of Procurement at the Procurement Function, Ceylon Petroleum Storage Terminals Limited, 1st Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya, on any working day between 0900 hrs. and 1600 hrs., before the bid closing date.

Telephone : +94-11-2572156 / +94-11-572155

Facsimile : +94-11-2074299

Email : procure@cpstl.lk

**The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
1st Floor, New Building
Kolonnawa, Wellampitiya.**

07th July 2025

3 SCOPE OF SUPPLY OF SERVICES

3.1 SCOPE OF SUPPLY OF SERVICES

- 3.1.1.** The successful bidder shall commence operations under this contract on the date specified by CPSTL.
- 3.1.2.** The Contractor shall provide transportation services for bulk fuel from CPSTL Kolonnawa Installation and Muthurajawela Terminal to LBD-Kurunegala for a period of one (1) year, as required by CPSTL.
- 3.1.3.** The Contractor shall employ adequate manpower to ensure the proper loading and unloading of fuel, with no loss occurring during these processes.
- 3.1.4.** It is anticipated that minimum of 200 bowser loads to maximum of 300 bowser loads (33,000 liters capacity) per month will be transported to LBD-Kurunegala.
- 3.1.5.** The successful bidder must obtain insurance coverage for the bulk fuel transported, including the value of the bulk fuel transport, in accordance with Clause 2.5 of this document. The cost of this insurance coverage should be included in the rates provided in the Schedule of Prices.
- 3.1.6. Additional Conditions of Contract:**
- 3.1.6.1.** The Contractor shall provide and maintain a minimum fleet of 8 bowzers, each with a capacity of 33,000 liters, all in running condition and roadworthy, at all times. Any additional costs incurred due to a shortage of bowzers will be deducted from the Contractor's payments. The successful bidder shall submit details of the bowser fleet as proof of ownership within 90 days from the date of contract award.
- 3.1.6.2.** All bowzers must be calibrated and the calibration certificate shall be produced prior to commence the contract.
- 3.1.6.3.** All bowzers must be equipped with a GPS tracking system as specified by CPSTL. The Contractor shall bear the cost of GPS device, installation charges and monthly service fees of the GPS system (*Approx. cost: LKR 35,000/= + Taxes/Per Bowser*). CPSTL will monitor the GPS tracking system 24/7.
- 3.1.6.3.** All bowzers must be equipped with a GPS tracking system as specified by CPSTL. The Contractor shall bear the one-time cost of the GPS device, approximately Rs. 33,000.00 + Taxes per bowser, including installation charges. Additionally, the Contractor shall be responsible for the monthly service fee of approximately Rs. 2,750.00 + Taxes per bowser. CPSTL will monitor the GPS tracking system 24/7.

If the GPS tracking system is not functioning properly, CPSTL reserves the right to temporarily suspend the affected bowser(s) from transporting bulk fuel until the issue is rectified. Any damage to the GPS equipment must be repaired by the Contractor at their own expense, using the service provider nominated by CPSTL.

- 3.1.6.4.** Bulk fuel loads must be delivered to LBD-Kurunegala within the agreed timeframe: 3 hours 15 minutes from Kolonnawa Installation and 3 hours 10 minutes from Muthurajawela Terminal, without incurring additional costs to CPSTL.
- 3.1.6.5.** The Contractor's representatives or drivers must countersign all CPSTL delivery invoices.
- 3.1.6.6.** Routes specified by CPSTL must be followed. Any deviations from these routes require prior approval from CPSTL, except in exceptional circumstances where prior approval cannot be obtained.
- 3.1.6.7.** Bowsers with bulk fuel loads may be parked overnight only in premises authorized by the Distribution Manager/Depot Superintendent-Kurunegala of CPSTL, for security reasons.
- 3.1.6.8.** Parking of bowsers with bulk fuel loads outside the permitted areas is strictly prohibited unless authorized by the Distribution Manager/Depot Superintendent-Kurunegala of CPSTL.

Signature of the Bidder:

Date:.....

Company Seal (Rubber Stamp)

4 SCHEDULES

4.1 PRICE SCHEDULE

Item	Description	Transport cost per loaded kilometer for a 33,000-liter capacity bowser (excluding taxes) (LKR)
I	Transport cost without fuel cost <i>Cost of Loaded KM + Margin</i>	
II	Fuel cost <i>(Subject to adjustments for fluctuations in market price of Lanka Auto Diesel- Refer claus 2.4)</i>	163.28
	Total **This total cannot exceed existing rate declared by Ceylon Petroleum Corporation (CPC) (attached as Annexure F)	

Total Price Excluding Taxes : (Per loaded km)

Total Price Excluding VAT :
(Carried to Form of Bid – Annexure "A")

VAT (If applicable) :

VAT Reg. No. :

Total Price Inclusive all taxes :

"If any taxes are not mentioned separately such taxes will be considered as not relevant for the bid"
"Copies of SSCL and VAT registration certificates (if applicable)"

Name of the Bidder :

Address :

.....

Telephone:

Mobile:

E-mail:

Signature of the Bidder:

Date:.....

Company Seal (Rubber Stamp)

5 ANNEXES

5.1 FORM OF BID

The Chairman
 Department Procurement Committee (Major)
 C/o Manager Procurement
 Procurement Function
 1st Floor, New Building
 Ceylon Petroleum Storage Terminals Limited
 Oil Installation
 Kolonnawa, Wellampitiya.

Dear Sir,

BID FOR THE PROVISION OF ANNUAL TRANSPORTATION SERVICES FOR BULK FUEL FROM CPSTL KOLONNAWA INSTALLATION AND MUTHURAJAWELA TERMINAL TO LANKA BULK DEPOT, KURUNEGALA – KPR/40/2025

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the PROVISION OF ANNUAL TRANSPORTATION SERVICES FOR BULK FUEL FROM CPSTL KOLONNAWA INSTALLATION AND MUTHURAJAWELA TERMINAL TO LANKA BULK DEPOT, KURUNEGALA – Tender Ref No: KPR/40/2025 referred to therein, I/we offer to complete the whole of said contract/services in conformity with the said document.
- A-2** Unless & until a formal agreement is engrossed & executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- A-3** I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- A-4** The bid I/we am/are offering is complete and fulfils requirements discussed in the bidding document.
- A-5** I/We agree to abide by this bid minimum until 28.10.2025. Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6** I/We undertake to conform to all the terms & conditions in the said tender and the schedule within the time specified.
- A-7** I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance bond (in case of a bank guarantee) contained in Annexure "C" and confirm our compliance with the said performance security in the event of award of bid.
- A-8** I/We affirm that providing of the said services will commence within fourteen (14) days after we receive notice of acceptance for the bowser fleet from CPSTL.
- A-9** If our bid is accepted, we commit to accept the COC clause 2.4, 2.5 and 2.6.
- A-10** I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Department Procurement Committee (Major), Ceylon Petroleum Storage Terminals Limited.

Cont....

A-11 I/We offer the prices as given in the “**Schedule of Prices**” for the PROVISION OF ANNUAL TRANSPORTATION SERVICES FOR BULK FUEL FROM CPSTL KOLONNAWA INSTALLATION AND MUTHURAJAWELA TERMINAL TO LANKA BULK DEPOT, KURUNEGALA, as detailed out in this bidding document.

Dated this **day of****2025** *[insert date of signing]*.

Name:

[insert complete name of the person signing the Form of Bid]

Signature:

[insert signature of the person whose name and capacity are shown]

in the capacity of

[insert legal capacity of the person signing the Form of Bid]

duly authorized to sign bids for and on behalf of

[insert complete name of the bidder]

Address :

.....

.....

(Common Seal)

Witnesses:

1. Signature:

2. Signature:

Name:

Name:

Address:

Address:

.....

.....

.....

.....

5.2 FORMAT OF BID SECURITY GUARANTEE

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

.....

[insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]

Beneficiary: Ceylon Petroleum Storage Terminals Limited,

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

Bid Guarantee No: *[insert (by issuing agency) number]*

Sum Guaranteed: *[insert (by issuing bank) the amount of the bank guarantee in figures & in words]*

We have been informed that*[insert (by issuing agency) the 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 29.07.2025 (hereinafter called "the Bid") for the PROVISION OF ANNUAL TRANSPORTATION SERVICES FOR BULK FUEL FROM CPSTL KOLONNAWA INSTALLATION AND MUTHURAJAWELA TERMINAL TO LANKA BULK DEPOT, KURUNEGALA under Tender Reference No: KPR/40/2025 ("the Tender").

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

At the request of the Bidder, we*[insert (by issuing agency) the name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*[insert (by issuing agency) the amount in figures]**[insert (by issuing agency) the amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder,

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the Tender; or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity,
 - (i) fails or refuses to execute the Contract Form, if required, or
 - (ii) fails or refuses to furnish the Performance Security, in accordance with the Conditions of Contract (hereinafter "the COC") of the Tender.

Cont....

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 our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to *[insert (by issuing agency) the date (minimum till 25.11.2025)]*

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

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

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

Seal (where applicable)

5.3 FORMAT OF PERFORMANCE SECURITY GUARANTEE

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

.....

[insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]

Beneficiary: Ceylon Petroleum Storage Terminals Limited

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

Performance Guarantee No.: *[insert (by issuing agency) number]*

Sum Guaranteed: *[insert (by issuing bank) the amount of the bank guarantee in figures & in words]*

We have been informed that*[insert (by issuing agency) name of the Supplier]* (hereinafter called "the Supplier") has entered into Contract No. KPR/40/2025 dated 29.07.2025 with you, for the PROVISION OF ANNUAL TRANSPORTATION SERVICES FOR BULK FUEL FROM CPSTL KOLONNAWA INSTALLATION AND MUTHURAJAWELA TERMINAL TO LANKA BULK DEPOT, KURUNEGALA under Tender Reference No: KPR/40/2025 (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 *[insert (by issuing agency) the name of the issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*[insert (by issuing agency) the amount in figures]**[insert (by issuing agency) the amount in words]*, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of, 2025 *[Insert (by issuing agency) date, three hundred sixty five (365) days beyond the date of contract]* and any demand for payment under it must be received by us at this office on or before that date.

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

.....

[signature(s) of authorized representative(s)]

Seal (where applicable)

5.4 FORMAT OF CONTRACT AGREEMENT – KPR/40/2025

THIS CONTRACT AGREEMENT is made and entered into at Colombo on the ..-**day of**
2025

BY AND BETWEEN

- (1) Ceylon Petroleum Storage Terminals Limited a Company dully incorporated under and in terms of Conversion of Public Corporation or Government Owned Business undertaking into Public Companies Act No. 23 of 1987 and registered under the Companies Act No. 07 of 2007 under the Company Registration Number PB1221, having its registered office at Nimawa, Kolonnawa, Wellampitiya, Sri Lanka (*hereinafter called and referred to as "the Purchaser" which terms or expression as herein used shall where the context so requires or admits mean and include the said Ceylon Petroleum Storage Terminals Limited, its successors, agents and assigns*) of the one part and,
- (2)a body established under the Companies Act No.07 of 2007 under the Company Registration Numberand having its registered office at(*hereinafter called and referred to as "the Supplier" which terms or expression as herein used shall where the context so requires or admits mean & include the said, its successors, agents and assigns*) as the other part.

WHEREAS the Purchaser invited bids for the PROVISION OF ANNUAL TRANSPORTATION SERVICES FOR BULK FUEL FROM CPSTL KOLONNAWA INSTALLATION AND MUTHURAJAWELA TERMINAL TO LANKA BULK DEPOT, KURUNEGALA – Tender Ref No: KPR/40/2025" and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert price in words and figures excluding VAT & inclusive VAT]*(*hereinafter called and referred to as "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.
 - This Contract Agreement
 - Fuel Transport Contract
 - The Conditions of Contract
 - Scope of Supply of Services
 - The Suppliers Bid dated *[insert the date of the bid]*
 - Original Price Schedules
 - Letter of Award dated *[insert the date of the letter of acceptance]*
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.

Cont....

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 Supplier

.....
Authorized Signature of the Supplier
(Common Seal)

For and on behalf of CPSTL

.....
Authorized Signature of CPSTL
(Common Seal)

In the presences of witness:

Name :.....

NIC No :.....

Signature :.....

Address :.....

.....

.....

In the presences of witness:

Name :.....

NIC No :.....

Signature :.....

Address :.....

.....

.....

5.5 FUEL TRANSPORT CONTRACT

Fuel Transport Contract of Ceylon Petroleum Storage Terminals Limited

This Fuel Transport agreement is made and entered into at **COLOMBO** on this of Two thousand and Twenty Four (2025)

BETWEEN

CEYLON PETROLEUM STORAGE TERMINALS LIMITED (hereinafter called and referred to as Company) which is incorporated by the EXTRA ORDINARY GAZETTE NOTIFICATION NO.1310/8 DATED 13.10.2003 under the provisions of CONVERSION OF PUBLIC CORPORATIONS OR GOVERNMENT OWNED BUSINESS UNDERTAKINGS INTO PUBLIC COMPANIES ACT NO.23 OF 1987 and COMPANIES ACT NO.07 OF 2007 having its principal Business place and Registered office at Kolonnawa Terminals in the Democratic Socialist Republic of Sri Lanka

AND

The person/s calledholder of National Identity card No.....residing at the Director/sole proprietor/co-owners ofCompany under the registered No. (PV.....) under the Companies Act No.07 of 2007/sole proprietorship/co-ownership having it's Registered Office at(herein after sometimes called and referred to as the Transporter) which is engaging its own tanks /vehicles in the fuel transportation service of institutions/companies that provide storage and transportation facilities for the company (which maintains the Account No.....atBank), subject to the terms and conditions hereinafter contained to be strictly observed and performed.

The said terms and conditions aforesaid are:

01. The tanker owned by the transporter must be submitted for inspection to the Distribution Function of the company for use in the company's service. After ensuring that the tanker is in compliance with the company's standards mentioned in the second schedule for transporting fuel, it will be used in the service only on necessity basis.
02. Only the business name or owner's name, address and telephone number given by the transporter at the time of registration of the tank with the company should be painted on the tanker. Tankers that do not meet the said requirement will be

referred back without being allowed to enter the Terminal. If any change is made in the business name or the Board of Directors of the business or business partners or the registered address etc. given by the transporter at the time of the registration of the tank, the Distribution Manager should be notified such fact in writing.

03. Whereas, Transportation charges payable to the Transporter which provides the transport facility to Ceylon Petroleum Storage Terminals Limited shall be credited only to the Transporter's bank account, the bank account number must be submitted in writing and only the person who signs this agreement has the authority to sign such letter.
04. The Transporter and/or his authorized agent/agents are responsible for the fuel transportation.
05. The transporter is bound to transport the fuel at any place/area assigned by the company.
06. After loading a stock of fuel properly and leaving the terminal or bulk depots, the fuel stock should be delivered to the designated place by traveling only on the designated route within the time specified in the running chart. The fuel stock shall not be delivered to any place other than the place of delivery without the approval of the Distribution Manager. Without the approval of the Distribution Manager, the tanker with fuel stock should not be parked in private places or road sides outside of the approved driving route.
07. Cheques received after transportation of fuel under the fuel receipt invoice should be delivered to the company on the same day or on the first working day.
08. In the event of any technical fault or accident during the fuel transportation, the Distribution Manager of the company or the officers in charge of the place where the tanker is assigned should be notified as soon as it happens. Also, the numbers of Security Function 011-2572377 and Fire and Safety Function 011-369881 should be notified.
09. It is absolutely prohibited to use a private tanker registered for the transportation of company's fuel to transport fuel for an outside company without the approval of the Distribution Manager.
10. No sale or any kind of transfer to a third party shall be made while the Tanker is in service without the approval of the Distribution Manager.
11. The Company reserves the right to remove/suspend/temporarily black listed the transporter's tanker from carrying fuel in any of case where the terms of this agreement are violated.

12. No one will be allowed to work as a driver or porter of tankers without National Identity Card. Police clearance reports should be provided for all those employed as drivers and porters.
13. If some other persons are being engaged other than the approved driver/porter for transportation of tankers in the event of an emergency, the approval of the Distribution Manager should be obtained.
14. The driver and porter who are employed to drive the tanker should sign and comply with the instructions issued by the company.
15. The vehicle owned by the Transporter shall be liable for property and/or loss of life to a third party in the event of an accident taken place while driving from Kolonnawa Terminal and Muthurajawala Terminal and Bulk Depots to the destination, for which the Transporter has obtained and submitted insurance cover of the required value. If the tanker or its contents cause any damage to the environment during the transportation process, Transporter is liable for the same as well.
16. An insurance cover should be obtained in the name of Ceylon Petroleum Storage Terminals Limited for fuel transportation by tanker. Also, full insurance coverage should be obtained for the tanker. In case of any loss/damage occurrence, and in the event of such loss cannot be fully compensated by the concerned insurance company, the Transporter is obliged to pay the outstanding amount to the company.
17. If any damage is caused to the property owned by the company or to the employees employed by the company within the company premises by the tanker or its driver or porter, the Transporter is bound to pay the loss assessed by the company.
18. Standard equipment recommended by the institute should be used in fuel transportation. The Transporter shall act to maintain the standard indicated in the Schedule to this Agreement.
19. Calibration certificate is essential when using tankers for transportation of fuel. Every Black Oil transporting tanker should be calibrated once in three years, which may vary by several months depending on the service requirements. Also, tankers that transport all fuels other than black oil (white oil) must be calibrated once in two years.
20. In case of it is failed to be used the tank for the company's service for more than three days, it should be reported to the Distribution Manager of the company and the Bulk Depot superintendent to whom the tanker is attached. Also, the Transporter is obliged to provide the service whenever called by the company for fuel distribution activities, when an authorized officer of the company informed to provide the service, within twenty-four (24) hours of the time of such notification, the transport

should be provided and failure to do so, reasonable reasons must be given in writing, and if such reasons are not given, this tank transport agreement will be canceled without any notice.

21. In case if it is reported that making any changes to the tankers, i.e. applying tricks to change the calibration of the tank and installing secret internal tanks and/or removing sealing of the tankers in such a way enabling the fuel to be emptied from the tankers through secret routes/ fuel is illegally removed and stolen and/or otherwise alterations made to the tanker, in order to cheating of fuel and/or to commit criminal breach of trust;

- i. The tanker will be detained for about three weeks for investigation to make inspection by Ceylon Petroleum Storage Terminals Limited or the institutions/companies who obtains storage and transportation facilities from the company.
- ii. In case of it is required to cut and open the interior of the tank for investigation, the Company shall be authorized to do so in the presence of the Transporter.
- iii. If investigations revealed any fraud, the transporter shall pay the company the value of the defrauded fuel and the tanker shall be blacklisted.
- iv. If any fraud is confirmed during the investigation, the Transporter shall also pay the costs incurred by the company for conducting the investigation, and if no fraud is proven, the company shall bear the said cost.
- v. If there is any loss that may be incurred by the company in connection with a fuel fraud and/or any expense that may be incurred for investigation, that amount could be deducted from and out of any amount which is due to be paid by the company to the Transporter for the transportation of fuel. And if the amount due from the Transporter to the company is more than the amount to be paid by the company to the Transporter, the tanker will be held by the company until the remaining amount is paid by the Transporter to the company. Otherwise, it will be recovered from the deposit mentioned in paragraph 23 of this agreement. In order to calculate the amount, all journeys are calculated from the date the tanker was last calibrated to the date the fraud was discovered.
- vi. If statements or documents have to be provided for the above activities, assistance should be provided immediately by the Transporter.
- vii. If it is revealed in the investigations that any fraud of the above nature has been committed, the company will file a complaint against the Transporter or

other parties involved with it to the Sri Lanka Police / Fraud Investigation Unit / Criminal Investigation Department or any other institution.

- viii. During the investigation, if the company deems it appropriate, the use of the relevant tanker for the company's service as well as the payment of the transport allowance will be suspended.
 - ix. If any of the instructions mentioned in the third schedule are violated and/or any fraud mentioned above is found to have been committed, legal action will be taken against the driver and porter, and the gate pass issued to them for entry to the company will also be cancelled. Also, the driver or porter who are found guilty in a court of law or in an internal investigation will be blacklisted so that they cannot be employed again in the company's service.
 - x. The Transporter shall pay all financial losses/expenses incurred by the company in case of violation of tender conditions, breach of terms of payment and violation of all stated and agreed conditions during transportation of fuel by the Transporter.
 - xi. The Transporter agrees to the decisions and policies taken by the company regarding the priority, weekly/monthly volume of fuel provided for transportation.
22. If it is discovered that a Transporter is involved in such a fuel fraud, a committee consisting of the Chairman/Managing Director of the company, a member of the Board of Directors and the Chief Legal Officer has the full and exclusive discretion to remove every tank owned by the said Transporter from transporting of fuel. Also, if the owner of the tanker is not found to be involved in the fuel fraud, the committee also has the discretion to remove only that tanker from running.
23. In order to compensate for any possible loss/damage to the company, a bank guarantee from a government commercial bank approved by the Central Bank of Sri Lanka for an amount of 15% of the value of the fuel of the tank, must be submitted. This percentage should be increased up to 20% in cases where the number of tankers increases than five (5). Until the fuel transportation service is stopped, the said bank guarantee shall be extended before expiration.
24. The amount which should be paid for the own used fuel issued for the tank, granted under the loan facility, shall be recovered from the next month's bill, and if there is any outstanding, it will be deducted from the deposit mentioned in paragraph 23.
25. The Transporter should not contact any employee of the company to do any illegal act/irregularity or to get priority in the fuel transportation process. If any such influence exists on the part of the company's employees, it should be immediately reported to the company's Internal Audit Function or the Investigation Function.

26. All bowzers must be equipped with a GPS tracking system as specified by CPSTL. The Contractor shall bear the one-time cost of the GPS device, approximately Rs. 33,000.00 + Taxes per bowser, including installation charges. Additionally, the Contractor shall be responsible for the monthly service fee of approximately Rs. 2,750.00 + Taxes per bowser. CPSTL will monitor the GPS tracking system 24/7.

If the GPS tracking system is not functioning properly, CPSTL reserves the right to temporarily suspend the affected bowser(s) from transporting bulk fuel until the issue is rectified. Any damage to the GPS equipment must be repaired by the Contractor at their own expense, using the service provider nominated by CPSTL.

27. The company reserves the right to unilaterally cancel this agreement if the transporter violates any of the conditions mentioned above or the conditions mentioned in the second and third schedules.

28. The Schedules attached to this Agreement shall be deemed to be a part of this Agreement.

29. By entering into this agreement, all previous agreements entered into between the two parties in this regard cancelled.

30. This Agreement shall remain in force until, the Transporter deals with the company in relation to the delivery of fuel/ termination of the Agreement by the company due to breach of the terms of the Agreement by the Transporter.

WITNESSES:-

Signed and delivered in the presence of us and we are well acquainted with the executants/s and know their/his proper Names occupations and residences

Transporter
Distribution Manager
(On behalf of the company)

Witnesses :-

01. Name:

Address

02. Name:

Address

N.I.C.No:

Signature :

Telephone No:

N.I.C.No.

Signature

Telephone No:

First Schedule

1. Registration Number of the Tank :
2. Engine Number :
3. Chassis Number :
4. Type :
5. Capacity of the Tank :
6. The brand name used for the tanker :

Date on which approval granted by the Distribution Manager for delivery of fuel :

Second Schedule

01. The tanks that carry the fuel, while unloading and filling the fuel, the electricity supply should be made enabling to maintain the same level of circulation of Earth Cable. (The standard of the ground circuit cables should be NFPA77 or similarly).
02. A spark arrestor shall be fitted to the end of the silencer in front of the wheels of the vehicle. It shall be an essential component and shall be equipped with a cover of EN 1834 or equivalent standard.
03. The fire protection device should be installed in the section between the tank and the engine of the vehicle and should be maintained to the required standard.
04. The earth circuit cable should be connected to the copper leads on both sides of the rear main chassis plate of the vehicle.
05. The standard of earth wire is introduced. For the purpose of moving electricity in a non-changing manner, it should be 63 mm bore and 3 meter long electrically bound wires which are used to facilitate the movement of electricity. (They shall conform to EN12155, EN1761 and BS3472 or equivalent standards. Both ends of the hose shall be with copper pipe).
06. Discharge valve (handle is like a circle) should be used for quick deactivation.
07. Inspection of the electrical system (cased wire sheath - battery cut-off switch) should be done by a qualified person. Installation of additional electrical equipment should not be done without the approval of the Transport (Vehicle) Manager.
08. For the wheels, the same size outer wire should be used. The part of the tire which is touching to the floor should be the same.
09. Every tanker should have two small dry fire extinguishers of fire extinguishing standards purchased from a recognized organization and the equipment should be

arranged in such a way that it is easy to use the fire extinguishers quickly. Also, it is the responsibility of the fuel transporter to keep serviceable fire extinguishers in the tanker every time when transporting fuel.

10. Every driver as well as porter must undergo firefighting training provided by the company's fire and safety department and hold a certificate. This certificate is valid for 5 years and it is the responsibility of the tank owner to renew it.
11. Emergency stop switch/ shall be capable of immediate disconnection of the electrical circuit. A bounding/earth cable should be installed on the tank.
12. Every fire extinguisher must be repaired by a recognized agency before the expiry of the period of 6 months, and the damaged fire extinguishers must be put in serviceable condition.
13. A Motor (PTO) should be fitted to the tanks on the ground surface in order to unload the fuel to the tanks.
14. The flame arrester and fire guard of the tanker should be properly arranged. There should be a battery cover and a cover for it as well. Standard delivery hoses (Black Fuel Resection Hose) should be available. Static electrical contact terminals must be properly arranged.
15. Every driver/porter must wear appropriate safety equipment in compliance with fire and safety regulations.
16. All tankers shall operate within the approved speed limit both inside and outside the premises.
17. The company reserves the right to inspect the tanker at any time.
18. The "H" number given to the transporter at the time of registration of the tanker with the company should be painted in black letters in a white circle of 12 inches diameter on the left/right plate of the tanker.

Third Schedule

- ❖ Driver/Porter should pay close attention to the following points when delivering the fuel stock that take to the fuel filling station.
- ❖ It should be checked whether the correct type and quantity of fuel and tanker number are mentioned in the invoice according to the order.
- ❖ It should be checked whether the seal numbers on the invoice match with the seal numbers (top and bottom) kept on the tanker.

- ❖ Before handing over the stock of fuel to the staff of the designated filling station it should be get confirmed that the filling station is the same as the one mentioned in the invoice and after asking the management of the said filling station whether the check for the stock is available and after getting confirmed the same, the fuel stock should be unloaded into the tanks.
- ❖ Before unloading the fuel stock to the tanks, not once but two or three times, ask the management of the distribution center and select the correct fuel tank and empty the fuel stock. Also, before unloading the fuel, it is important to check whether the tanks of the filling station are painted with approved colors for each type of fuel. Failure to do so may result in fuel mixing. In such a case, the full responsibility should be borne by the driver and porter of the tanker.
- ❖ After unloading the fuel stock, it should be checked whether there is any remaining fuel in the main tank, and if there is any remaining fuel, it should be immediately notified to the management of the said delivery point.
- ❖ At the time of unloading a fuel stock at a distribution station, driver or porter must stay near the tank. Cheques for the last fuel stock must be handed over to the company on the same day or on the first working day thereafter the Kolonnawa Terminal. A sum of Rs. 1,000/= per day will be charged for late submission of cheques.
- ❖ The receipt of the fuel stock should be signed by the distributor or delivery center management on the invoice and the rubber seal of that institution should be placed. If there is a bulk depot in the area where the stock is delivered only in an emergency, the relevant cheque can be delivered to that place. The delivery invoice should be confirmed with the signature of the Depot Superintendent or other officer on the back of the invoice.
- ❖ Both the driver and the porter must have attended fire training and should obtained certificates. At least one of the driver or porter must have received fire training.
- ❖ Revenue license, fire equipment certificate, quantity survey certificate, insurance certificate for stock etc. documents should be renewed before expiry.
- ❖ It shall be ensured that the tanker crews shall not engage in any riotous activity until they have reached their destination or until the fuel stocks have been unloaded and the they shall not engage in any activity
- ❖ which may bring disrepute to the company.

5.6 EXISTING TRANSPORT RATE DECLARED BY CPC

Bowser Type (ltrs.)	Transport Rate calculated at LKR 289.00 of LAD
33,000	740.67

DUPLICATE