



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

PROCUREMENT DOCUMENT

INTERNATIONAL COMPETITIVE BIDDING (ICB)

PROVISION OF ENGINE TOP OVERHAUL SERVICE FOR CFR OCTANE RATING UNIT (WAUKESHA ENGINE)

TENDER REF NO: KPR/05/2026

INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT,
SCOPE OF SUPPLY & TECHNICAL SPECIFICATIONS (VOLUME 1 & 2)

The Chairman
Department Procurement Committee (Lower Minor)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa, Wellampitiya
Sri Lanka

TEL : +94-11-2572156/ +94-11-2547238
E-Mail : procure@cpstl.lk

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INVITATION FOR BIDS (IFB)

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL)

PROVISION OF ENGINE TOP OVERHAUL SERVICE
FOR CFR OCTANE RATING UNIT (WAUKESHA ENGINE)

BID NO: KPR/05/2026

INTERNATIONAL COMPETITIVE BIDDING (ICB)

1. The Chairman, Department Procurement Committee (Lower Minor), on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka, hereby invites sealed bids from the manufacturer authorized service providers for the Provision of Engine Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit (Waukesha engine) at CPSTL Main Laboratory, Kolonnawa, Sri Lanka.
2. The intended service period is 10 days.
3. The bidding process will follow the **International Competitive Bidding (ICB) procedure** and is open to all manufacturer authorized service providers to submit their bids, as applicable.
4. Interested eligible bidders may obtain further information from the Manager Procurement of the Ceylon Petroleum Storage Terminals Limited, (Tel: +94 112572156/ +94 112547238 and Email: procure@cpstl.lk) and inspect the procurement documents free of charge during any working days from 0900 hrs to 1600 hrs. (IST) at the address given below. Interested parties may also inspect the procurement document from the CPSTL website www.cpstl.lk. The Procurement Document available on the web is only for viewing purposes, and Bids shall be submitted using the Original Procurement Document purchased from CPSTL.
5. A complete set of Procurement Documents in English language may be purchased by interested bidders on the submission of a written request on company letterhead, signed by an authorized representative, **on working days between 0900 hrs. and 1400 hrs. (IST) until Friday 27th February 2026**, upon payment of a non-refundable fee of **Sri Lankan Rupees Two thousand (LKR 2,000.00)** or in **United States Dollars Ten (USD 10.00)** per document. The method of collection/payment will be as follows

Hand Delivery:

Bidders may obtain the procurement documents by visiting the address below, during the above-mentioned period and time. A written request on company letterhead, signed by an

Engine Top Overhaul Service for CFR Octane Rating Unit

authorized representative, must be submitted, along with proof of payment of the non-refundable fee. Payment can be made in cash at the CPSTL Cash Counter, Kolonnawa, Sri Lanka or via bank transfer to the CPSTL bank account given below.

Payment can be made:

- In cash at the Cash Counter, CPSTL, Kolonnawa, Sri Lanka or
- By bank transfer to the CPSTL bank account (details given below), and submit a copy of the bank slip or transfer confirmation.

Email Request:

Bidders may alternatively remit the non-refundable fee directly to the CPSTL bank account provided below. A written request on company letterhead, along with proof of payment (bank slip or transfer confirmation), must be emailed to procure@cpstl.lk during the specified timeframe. The payment must also be credited to the CPSTL account before the procurement documents are issued. Upon verification of the payment, the complete set of procurement documents will be emailed to the bidder. In the case of USD transfer, all applicable bank charges (both local and international) must be borne by the bidder, ensuring that the exact non-refundable fee is credited to the CPSTL account.

	Payment in LKR	Payment in USD
Non-refundable fee	LKR 2,000.00	USD 10.00
A/C Holder	Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa,, Wellampitiya, Sri Lanka.	
A/C No	004-1-001-9-0208672	074733828 US\$
Bank & Branch	People's Bank Corporate Branch No. 91, All Ceylon Hindu Congress (ACHC) Building Sir Chittampalam A. Gardiner Mawatha Colombo 02, Sri Lanka	Bank of Ceylon Corporate Branch Head Office, Head Office Building No. 04, Bank of Ceylon Mawatha Colombo 01, Sri Lanka
SWIFT	PSBKLK LX	BCEYLK LX
Branch Code	004	7010

6. A **pre-bid meeting** will be held via video conference at 1000 hrs. (IST) on **Monday, 09th February 2026**, to address any queries related to the procurement document. Prospective bidders or their authorized representatives are invited to attend. Interested parties must request participation by emailing procure@cpstl.lk no later than **Friday, 06th February 2026**, to receive the meeting link.
7. Bids must be submitted using the procurement document issued by the Procurement Function of CPSTL. The original, duly completed bids may be sent by registered post or courier, or hand delivered in a sealed cover **to reach** the address below, **at or before 1400 hrs. (IST) on Tuesday 03rd March 2026**. Bids may also be deposited in the tender box located at the main entrance of CPSTL at or before the above specified period. Late bids shall be rejected.
8. 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 at or before 1400 hrs. (IST) on Tuesday 03rd March 2026**. 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.
9. **Bids will close at 1400 hrs. (IST) on Tuesday 03rd March 2026**, and will be opened immediately thereafter at the office of the Manager (Procurement) in the presence of the bidders' representatives who choose to attend in person or virtual at the address below.

10. Bids must be valid until 19th May 2026, from the date of bid opening.
11. All Bids must be accompanied by a bid security of Sri Lankan Rupees Fifty thousand (LKR 50,000.00) or United States Dollars One hundred sixty (USD 160.00), valid until 14th July 2026, from the date of bid opening.
12. 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.
13. For any clarifications, please contact the Manager (Procurement) at Tel: +94-11-2572156 / +94-11-2547238 or Email: procure@cpstl.lk.
14. The address referred to above is:

**The Chairman
Department Procurement Committee (Lower Minor)
C/O Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa, Wellampitiya
Sri Lanka.**

**Postal Code : 10600
Telephone : +94 11 2572156; +94 11 2547238
E-mail : procure@cpstl.lk**

Section I. Instructions to Bidders (ITB)

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

A. General

1. **Scope of Bid**
 - 1.1 The Employer **as defined in the Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract **is provided in the BDS.**
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion date **provided in the BDS.**
 - 1.3 Payments under this contract will be financed by the source **specified in the BDS.**
2. **Qualification and Experience of the Bidder**
 - 2.1 All bidders shall provide in Section III, Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 2.2 If **stated in the BDS**, all bidders shall include the following information and documents with their bids in Section III:
 - a) List of Services performed for each of the last five years;
 - b) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - c) Work plan and methodology
 - d) list of major items of equipment proposed to carry out the Contract;
 - e) qualifications and experience of key staff proposed for the Contract;
 - f) any other if **listed in the BDS.**
3. **Cost of Bidding**
 - 3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

4. **Site Visit** 4.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense. More details **as stated in the BDS.**

B. Procurement Documents

5. **Content of Procurement Documents** 5.1 The Procurement Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 6.

Volume I

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

Volume II

Invitation for Bid

- Section II. Bidding Data Sheet (BDS)
- Section III. Bidding Forms
- Section V. Contract Data
- Section VI. Employer's Requirements
- Section VII. Activity Schedule

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

6. **Clarification and Amendment of Procurement Documents** 6.1 A prospective Bidder requiring any clarification of the Procurement Documents may notify the Employer in writing at the Employer's address **indicated in the BDS.** The Employer will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all those who have purchased the Procurement Documents, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Procurement Documents as a result of a

clarification, it shall do so following the procedure under ITB Sub-Clause 6.2.

- 6.2
- a) At any time prior to the deadline for submission of bids, the Employer may amend the Procurement Documents by issuing addendum.
 - b) Any addendum issued shall be part of the Procurement Documents and shall be communicated in writing to all who have purchased the Procurement Documents.
 - c) To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 15.2.

C. Preparation of Bids

7. **Language of Bid** 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Employer, shall be written in English language.

8. **Documents Comprising the Bid** 8.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows:

- a) The first envelope shall be clearly marked **“ENVELOPE 1 - QUALIFICATION AND EXPERIENCE INFORMATION”**; and
- b) The second envelope shall be clearly marked **“ENVELOPE 2 - “FINANCIAL BID”** and warning **“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS”**.

8.2 The Envelope 1, marked as **“QUALIFICATION AND EXPERIENCE INFORMATION”** shall include the originals of the following:

- (i) Documents **listed in BDS**; and
- (ii) Any other information, Bidder may wish to include

8.3 The Envelope 2, marked a **“ORIGINAL OF FINANCIAL BID”** shall include the originals of the following:

- (i) Duly filled and signed Price Bid Submission Form;
- (ii) Duly filled Activity Schedules

- 8.4 The two covers shall then be sealed in an outer Envelope All inner and outer envelopes/covers shall:
- a) be addressed to the Employer at the address **provided in the BDS**;
 - b) bear the name and identification number of the Contract as provided in the ITB Sub-Clause 1.1.
9. **Bid Prices, Form of Bid and Non-collusion Affidavit**
- 9.1 The Contract shall be for the Services, as described in the Employer's Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.
- 9.2 The Bidder shall fill in rates and prices for all items of the Services described in the in-Employer's Requirements, Section VI and listed in the Activity Schedule, Section VII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However, VAT shall be included separately.
- 9.4 The Bidder shall submit the Form of Bid and Non-collusion Affidavit using the forms furnished in Section III, Bidding Forms. These forms shall be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 9.5 Unless otherwise **stated in the BDS**, alternative bids shall not be considered.
10. **Currencies of Bid and payment**
- 10.1 Unless otherwise **stated in the BDS**, the lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees and payment shall be payable only in Sri Lanka Rupees.
11. **Bid Validity**
- 11.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Employer as non-responsive.

- 11.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with ITB Clause 12 in all respects.
- 12. Bid Security**
- 12.1 If **indicated in the BDS**, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount **specified in the BDS** and valid till the date **specified in the BDS**.
- 12.2 If a Bid Security is requested under ITB Sub-Clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.
- 12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in ITB Sub-Clause 12.1.
- 12.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).
- 12.5 The Bid Security may be forfeited:
- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - b) if the Bidder does not accept the correction of the Bid price, pursuant to ITB Clause 22; or
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the Contract; or
 - (ii) furnish the required Performance Security (if required).
- 13. Format and Signing of Bid**
- 13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 8 of these Instructions to Bidders.
- 13.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the

Bidder, all pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid. Signature Authorization shall be submitted as **specified in the BDS**.

- 13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

D. Submission of Bids

14. Submission, Sealing and Marking of Bids

- 14.1 The outer envelope prepared in accordance with ITB Sub-Clause 8.4 shall:
- a) be addressed to the Employer at the address **provided in the BDS**;
 - b) bear the name and identification number of the Contract as **defined in the BDS**; and
 - c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

14.2 In addition to the identification required in ITB Sub-Clause 14.1, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

14.4 Bidders may always submit their bids by mail or by hand.

14.5 Alternative methods of bid submission, as **specified in the BDS**.

15. Deadline for Submission of Bids

15.1 Bids shall be delivered to the Employer at the address specified above no later for than the time and date **specified in the BDS**.

15.2 The Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids, Withdrawal and Modification of Bids

16.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 15 will be returned unopened to the Bidder

16.2 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 14, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 13.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid shall accompany the respective written notice. All notices shall be:

(a) submitted in accordance with ITB Clauses 13 and 14 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and

received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 15.

16.3 Bids requested to be withdrawn in accordance with ITB Sub-Clause 16.2 shall be returned to the bidders only upon notification of contract award to the successful Bidder in accordance with ITB Sub-Clause 25.1.

16.4 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Form of Bid or any extension thereof.

E. Bid Opening and Evaluation

17. Bid Opening

17.1 The Employer will open the envelope marked, 'Envelope 1 - Qualification and Experience', in the presence of Bidders' designated representatives who choose to attend, in publicly, either virtually and/or physically, at the time, date, and location **specified in the BDS.**

17.2 The Bidders' names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

- 17.3 The envelopes marked 'Envelope 2 – Financial Bid' will be opened after the completing the evaluation of envelope marked 'Envelope 1 – Quality and Experience', in the manner described in ITB Sub-Clause 21.2.
- 17.4 In case of receipt of envelope marked "WITHDRAWAL", it shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Employer. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 18. Clarification of Bids** 18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 22.
- 19. Examination of Bids and Determination of Responsiveness** 19.1 Prior to the detailed evaluation of bids, using the information provided in Envelope 1, the Employer will determine whether each Bid;
- a) is accompanied by the required securities (if requested); and
 - b) is substantially responsive to the requirements of the Procurement Documents.
- 19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the Procurement Documents, without material deviation or

reservation. A material deviation or reservation is one;

- a) which affects in any substantial way the scope, quality, or performance of the Services;
- b) which limits in any substantial way, inconsistent with the Procurement Documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

20. Evaluation of Qualification and Experience

20.1 The Employer will evaluate and compare only the Bids determined to be Evaluation of substantially responsive in accordance with ITB Clause 19.

20.2 A two-stage procedure will be adopted in detailed evaluation of substantial responsive Bids. The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The Employer evaluates the 'Envelope 1 - Qualification and Experience' on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in ITB Sub-Clause 20.3.

20.3 During the evaluation of Envelope 1 for qualification and experience, the Employer will determine whether the bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Procurement Document. In order to reach such a determination, the Employer will examine the information supplied by the bidders, and other requirements in the Procurement Document, taking into account the factors and point system **outlined in the BDS.**

20.4 Each substantial responsive bid will be given a score as described under ITB Sub-Clause 20.3. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve an overall minimum of 70 points together with the minimum given against each criterion.

21. Evaluation of Financial Bid

- 21.1 After the evaluation of Envelope 1 is completed, the Employer shall notify those bidders whose qualification and experience did not meet the minimum qualifying marks or were considered nonresponsive to the Employer's Requirements, indicating that their envelope marked 'Envelope 2 – Financial Bid' will be returned unopened after completing the selection process. The Employer shall simultaneously notify the bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked 'Envelope 2 – Financial Bid'. The notification may be sent by registered letter, or email.
- 21.2 The Envelope 2 shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 – Financial Bid' are opened.
- 21.3 Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly, it will be rejected at this stage.
- 21.4 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a) excluding Provisional Sums and the provision, if any,
 - b) correcting the arithmetical errors in-pursuant to ITB Clause 22,
 - c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers,
 - d) applying any discounts offered by the Bidder.
 - e) If the bidders are allowed to quote in foreign currencies in accordance with ITB Clause 10, for evaluation and comparison purposes, the Employer shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest

working day prior to the date shall be applicable.

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

22. Correction of Errors

22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis:

- if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;
- if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail

22.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 12.5.

F. Award of Contract

23. Award Criteria

23.1 Subject to ITB Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Procurement Documents and who has offered the lowest evaluated Bid price.

23.2 Standstill period and Appeals as **specified in the BDS.**

24. Employer's Right to Accept any Bid and to Reject any or all Bids

24.1 Notwithstanding ITB Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the

affected Bidder or bidders of the grounds for the Employer's action.

25. Notification of Award and Signing of Agreement

- 25.1 The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 25.2 The notification of award will constitute the formation of the Contract.
- 25.3 The Contract, in the form provided in the Procurement Documents, will incorporate all agreements between the Employer and the successful Bidder.
- 25.4 Within Seven (7) days after notification, the Employer shall complete the Agreement, and inform the successful Bidder to sign it.
- 25.5 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

26. Performance Security

- 26.1 If **requested in the BDS**, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 26.2 The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 12.
- 26.3 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid- Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is

determined by the Employer to be qualified to perform the Contract satisfactorily.

- 27. Advance Payment and Security** 27.1 The Employer will provide an Advance Payment not exceeding 20% of the Advance Contract Price subject to the Service Provider submitting a guarantee Payment and acceptable to the Employer.
- 28. Public Contract Registration** 28.1 Bidders (both local/foreign) shall register with the Department of the Registrar of Companies-Sri Lanka, in accordance with the Public Contracts Act. No. 03 of 1987, for any public contract valued at over Sri Lankan Rupees Five million (LKR 5,000,000.00). The registration requirements are as follows:
- a. An agent, sub-agent, representative, or nominee must be registered prior to the bid/tender closing.
- If the tender applicant and the tenderer are the same entity, registration must be completed before the award of the tender
- 28.2 Employer will verify this registration during the preliminary evaluation of bids. Failure to meet this requirement will result in bid rejection.
- 28.3 For registration, contact the Department of Registrar of Companies are **specified in the BDS.**

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	<p>The Employer is: Chairman/ Managing Director Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.</p> <p>Name of the Contract: Provision of Engine Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit (Waukesha engine) at CPSTL Main Laboratory, Kolonnawa, Sri Lanka</p> <p>The service consists of,</p> <ol style="list-style-type: none"> i. Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit. ii. Pre-Overhaul Preparation iii. Engine Top Overhaul Works iv. Valve Train Service Fuel & Ignition System Service, Cooling & Lubrication System Checks, Reassembly, Alignment & other relevant requirements v. Testing, Commissioning, Documentation & Reporting <p>Identification number of the Contract: KPR/05/2026</p>
ITB 1.2	The Intended Completion date is 10 working days.
ITB 1.3	The source of funding is: Ceylon Petroleum Storage Terminals Limited.
ITB 2.2	<ol style="list-style-type: none"> a) List of Services performed for each of the last five years; b) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts; c) The service provider must be authorized by the instrument manufacturer. d) Work plan and methodology e) list of major items of equipment proposed to carry out the Contract; f) Has to provide the qualifications and experience of the key staff proposed for this contract related to the service. g) any other if listed in the BDS.

ITB 4.1	<p>The Site is at Main Laboratory, CPSTL, Kolonnawa, Sri Lanka.</p> <p>Prior to submitting a bid, bidders shall familiarize themselves and shall be deemed to have done so. The bidders shall inform Manager Laboratory, CPSTL (Tel. +94 11 2572287), at or before 1400 hrs. (IST) on Tuesday 03rd March 2026, with their names, NIC Numbers/Passport Numbers so that the CPSTL will arrange required permits for the site visit.</p> <p>The cost of site visit shall be borne by the bidder.</p> <p>Date of site visit will be informed in advance.</p>
ITB 6.1	<p>For clarification purposes, the Employer's address is:</p> <p>Attention: The Chairman, Department Procurement Committee (Lower Minor)</p> <p>Address: C/o Manager Procurement Ceylon Petroleum Storage Terminals Limited Procurement Function 01st Floor, New Building Kolonnawa Wellampitiya Sri Lanka. Postal Code : 10600</p> <p>Telephone : +94 11 2572156; +94 11 2547238 E-mail : procure@cpstl.lk</p>
	B. Procurement Documents
	C. Preparation of Bids
ITB 8.2 (i)	<p>All bids must include comprehensive details of the service to be offered. Bidders must provide all documents and information specified in Sections I and II. Failure to submit any required documents or details specified in Section I will result in the bid being rejected.</p> <p>Section I</p> <p>(a) Proof of Public Contract Registration: as per ITB Clause 44 (<i>if applicable</i>) (The Employer will verify registration in the e-ROC system, regardless of whether the PCA-03 certificate is submitted).</p> <p>(b) Signature Authorization: as per ITB Sub-Clause 13.2.</p> <p>(c) Bid Security: A minimum sum of Sri Lankan Rupees Fifty thousand (LKR 50,000.00) or United States Dollars One hundred sixty (USD 160.00), valid until at least 14th July 2026, as per ITB Clause 12.</p>

	<p>(d) Manufacturer's Authorization Letter: A letter from the manufacturer on his letterhead, confirming the bidder is his authorized service provider.</p> <p>(e) Form of Bid: Original, duly completed, signed, stamped, and dated – as per ITB Clause 9 using the form furnished in Section III.</p> <p>(f) Non-collusion Affidavit: Original, duly completed, signed, stamped, and dated - as per ITB Clause using the forms furnished in Section III.</p> <p>Section II</p> <p>(g) Bidder Profile & Registration: Detailed profile of the company of the bidder including a valid copy of the Certificate of Incorporation/ Business Registration issued by the relevant authority in the relevant country.</p> <p>(h) Tax Certificates: Copies of SSCL and VAT registration certificates (<i>if applicable</i>).</p> <p>(i) Additional Details: All other details and documents as requested under this bid.</p> <p>All documentation, correspondence, catalogues, and literature shall be submitted in English.</p>
ITB 8.4 a)	<p>For bid submission purposes, the Employer's address is:</p> <p>Attention: The Chairman, Department Procurement Committee (Lower Minor)</p> <p>Address: C/o Manager Procurement Ceylon Petroleum Storage Terminals Limited Procurement Function 01st Floor, New Building Kolonnawa Wellampitiya Sri Lanka. Postal Code : 10600</p>
ITB 9.5	Alternative bids are not allowed .
ITB 10.1	The Bid shall be quoted in Sri Lankan Rupees (LKR) and/or any single internationally accepted foreign currency (<i>i.e. USD, GBP, EUR, JPY etc.,</i>).
ITB 11.1	The bid must remain valid for acceptance until 19th May 2026 .
ITB 12.1	<p>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 Fifty thousand (LKR 50,000.00) or United States Dollars One hundred sixty (USD 160.00):</p> <p>I. Bank Draft: Issued by a recognized commercial bank operating in Sri Lanka.</p>

	<p>II. Bank Guarantee/Counter Guarantee: Issued by a recognized commercial bank operating in Sri Lanka, an Export Import Bank (EXIM Bank), Export Credit Agency of any foreign Government or a reputed international financier. Above bank/institution must be approved by the Monetary Board of the Central Bank of Sri Lanka and the guarantee must be payable to the Employer on demand.</p> <p>III. Direct Deposit (in LKR only): To the Employer's bank account (details below). A payment receipt (bank slip) must be submitted with the bid. The reference details [Bidder's Name, Bid Number: KPR/05/2026] should be included in the receipt. The payment must be credited to the Employer's account on or before the bid closing time.</p> <p><u>Employer's bank account details</u> Ceylon Petroleum Storage Terminals Ltd A/C No.004-1-001-9-0208672 Corporate Banking Division People's Bank, Sri Lanka.</p> <p>The bid security must be unconditionally encashable on demand by the Employer and remain valid until 14th July 2026.</p> <p>In the case of a bank guarantee, it must adhere closely to the specimen format in Section VIII Security Forms.</p>
ITB 13.2	<p>All bids must be duly signed by an authorized representative of the bidder. Proof of authorization, such as a Signature Authorization Letter or any other relevant documentary evidence must be submitted.</p> <p>The signing requirements for different types of bidders are as follows:</p> <ul style="list-style-type: none"> • Joint Ventures (JVs): A JV Agreement or a letter indicating the intention to form a JV must be submitted. • Sole Proprietorships: The bid must be signed by the sole proprietor. • Partnerships: If the bid is not signed by all partners, it must be accompanied by a Power of Attorney executed by the non-signing partners, authorizing the signing partner(s). • Companies Limited by Liability: The bid must be signed by an individual authorized by a Director of the Company. <p><i>Failure to submit the required signing authorization at the time of bid submission or before the bid closing date, in accordance with the specified requirements, shall result in the rejection of the bid.</i></p>
	D. Submission of Bids
ITB 14.1	<p>For bid submission purposes, the Employer's address is:</p> <p>Attention: The Chairman,</p>

	<p style="text-align: center;">Department Procurement Committee (Lower Minor)</p> <p>Address: C/o Manager Procurement Ceylon Petroleum Storage Terminals Limited Procurement Function 01st Floor, New Building Kolonnawa Wellampitiya Sri Lanka. Postal Code : 10600</p> <p>Name of the Contract: Provision of Engine Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit (Waukesha engine) at CPSTL Main Laboratory, Kolonnawa, Sri Lanka</p> <p>Identification number of the Contract: KPR/05/2026</p>
ITB 14.5	<p>This alternative bid method is only applicable for “ENVELOPE 1 - QUALIFICATION AND EXPERIENCE INFORMATION”.</p> <p>If bidders are unable to submit the “ENVELOPE 1 - QUALIFICATION AND EXPERIENCE INFORMATION” by mail or by hand, they may submit a scanned copy of the duly completed procurement documents pertaining to ENVELOPE 1 in PDF format via email to tenders@cpstl.lk to reach the Employer no later than the date and time specified in ITB Sub-Clause 17.1, subject to the following conditions:</p> <ol style="list-style-type: none"> 1. Submission of the bid via email is at the bidder’s own discretion. 2. If the bidder intends to submit a bank guarantee or bank draft as the bid security (instead of a direct deposit to the Employer’s bank account), the original bank guarantee/draft must be sent by mail or hand-delivered to the address no later than the date and time specified in ITB Sub-Clause 17.1. 3. The name and identification number of the contract as indicated in the ITB Sub-Clause 1.1, must be indicated as the subject of the email. 4. The size of an email (including attachments) must not exceed 20 MB. If the attachment exceeds 20 MB, the bidder must split the attachments and send them as separate emails (e.g., 01 of 03, 02 of 03, and 03 of 03). 5. Direct links to external sites or shared folders (e.g., Google Drive; One Drive) are strictly prohibited. 6. Do not CC or BCC any other official or personal email IDs of the Employer’s staff.

	<p>7. Emails should be sent well in advance to allow the Employer sufficient time to print and deliver the bids to the bid opening table on time.</p> <p>The original bid must be securely kept and submitted to the Employer upon request. However, the original bid will only be used for filing purposes and not for verification against the e-bid.</p>																												
	E. Bid Opening and Evaluation																												
ITB 17.1	<p>The bid opening shall take place at:</p> <p>Address: Office of Manager Procurement Ceylon Petroleum Storage Terminals Limited Procurement Function 01st Floor, New Building Kolonnawa Wellampitiya Sri Lanka.</p> <p>Date: Tuesday 03rd March 2026 Time: 1400 hrs. (IST)</p> <p>Virtual meeting link will be provided to the bidders who have obtained the procurement documents.</p>																												
ITB 20.3	<p>Criteria for Evaluation of Qualification and Experience</p> <table border="1"> <thead> <tr> <th></th> <th>Criteria</th> <th>Maximum Points</th> <th>Minimum Required</th> </tr> </thead> <tbody> <tr> <td>a</td> <td>Experience in similar assignments</td> <td>30</td> <td>25</td> </tr> <tr> <td>b</td> <td>Work plan and Methodology</td> <td>10</td> <td>8</td> </tr> <tr> <td>c</td> <td>Key Staff</td> <td>30</td> <td>25</td> </tr> <tr> <td>d</td> <td>Equipment/ Tools</td> <td>10</td> <td>7</td> </tr> <tr> <td>e</td> <td>Client Reference</td> <td>20</td> <td>15</td> </tr> <tr> <td></td> <td>Total</td> <td>100</td> <td>80</td> </tr> </tbody> </table>		Criteria	Maximum Points	Minimum Required	a	Experience in similar assignments	30	25	b	Work plan and Methodology	10	8	c	Key Staff	30	25	d	Equipment/ Tools	10	7	e	Client Reference	20	15		Total	100	80
	Criteria	Maximum Points	Minimum Required																										
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d	Equipment/ Tools	10	7																										
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	Total	100	80																										
	<p>a. Experience in similar assignments</p> <p>The determination will take into account the Bidder's involvement in the similar assignments during the past five (5) years.</p> <p>i. Three numbers of similar projects completed. [20 marks]</p>																												

- ii. Four numbers of similar projects completed. [25 marks]
- iii. Five or more numbers of similar projects completed. [30 marks]

Total points for criterion (a): **[30 marks]**

[Minimum points to be obtained for criterion (a) is 25 marks]

b. Proposed Work plan and Methodology

The evaluation will take into account the bidder's proposed approach, including the allocation of necessary resources to provide the services to a level acceptable to the Employer.

- i. The service supplier must submit a complete spare parts list required for the overhaul in advance and confirm the required spare parts against the available inventory before commencing the service. [4 marks]
- ii. A supportive list of consumables and other required items must be provided; failure to submit these may result in disqualification from evaluation. [4 marks]
- iii. The service supplier must submit a plan to complete the Engine Top Overhaul Service within ten (10) working days, ensuring minimal downtime and full adherence to the manufacturer's specifications. [2 marks]

Total points for criterion (b): **[10 marks]**

[Minimum points to be obtained for criterion (b) is 8 marks]

c. Proposed key compulsory professional staff qualifications and competence

Only the Key staff proposed by the bidder will be evaluated.

- i. **Experience:** Minimum three (3) years of experience in the maintenance, calibration, and troubleshooting of high-precision instrumentation or engine systems, with relevant training authorized by the instrument manufacturer. [25 marks]
- ii. **Qualification:** Diploma or degree in Mechanical, Electrical, or Instrumentation Engineering. [5 marks]

Total points for criterion (c): **[30 marks]**

[Minimum points to be obtained for criterion (c) is 25 marks].

d. Proposed Equipment & tools for the assignment

Use of best available equipment and adequacy of the equipment & tools to the methodology proposed by the bidder will be evaluated
Compliance with relevant safety and industry standards.

- i. The service supplier shall provide a complete list of required tools and equipment and shall be responsible for supplying and

	<p>bringing all necessary items. (Overhaul and Maintenance Tools, Spare Parts & Consumables Handling Equipment, Documentation and Monitoring Equipment, Diagnostic and Testing Equipment, Documentation and Monitoring Equipment if required). [7 marks]</p> <p>ii. The service supplier must submit a complete list and has to be bring by them all of Safety & Support Equipment. [3 marks]</p> <p>Total points for criterion (d): [10 marks] <i>[Minimum points to be obtained for criterion (d) is 7 marks]</i></p> <p>e. Client's Reference: The references provided by previous clients regarding the quality of services delivered by the bidder will be evaluated. The supplier shall provide details of previous clients where similar services have been successfully performed, demonstrating experience in the maintenance, overhaul, and calibration of CFR Octane Systems F2U Combination Octane Rating Units (Waukesha engines). The evaluation will take into account the bidder's involvement in similar assignments in the recent past.</p> <p>Scoring:</p> <p>i. Three similar projects completed. [10 marks] ii. Four similar projects completed. [15marks] iii. Five or more similar projects completed. [20 marks]</p> <p>Total points for criterion (e): [20 marks] <i>[Minimum points to be obtained for criterion (a) is 15 marks]</i></p>
	<p>F. Award of Contract</p>
<p>ITB 23.2</p>	<p>(a) Intension to award the contract: The Employer shall notify unsuccessful bidders in writing, either by post and/or email, regarding the Employer's intention to award the contract to the successful bidder.</p> <p>(b) Standstill Period: There shall be a minimum interval of ten (10) working days between the submission date of the Employer's notification of the intention to award the contract to the successful bidder and the actual award of the contract. This interval is referred to as the Standstill Period.</p> <p>(c) Debriefing for Unsuccessful Bidders: Unsuccessful bidders may request a debriefing from the Employer in writing, either by post and/or email, no later than the third (3rd) working day of the Standstill Period.</p>

	<p>The Employer shall conclude the debriefing process no later than the fifth (5th) working day of the Standstill Period.</p> <p>(d) Submission of Appeals: Any bidder, whether successful or unsuccessful, who wishes to appeal the contract award decision must submit a written appeal to the Chairman, Department Procurement Appeal Committee (DPAC) before the expiry of the Standstill Period.</p> <p>Each appeal must be accompanied by a non-refundable cash deposit of Sri Lanka Rupees Ten Thousand (LKR 10,000/=), which shall be paid to the Employer. The payment receipt must be submitted along with the appeal. The DPAC shall only consider appeals supported by proof of such deposit.</p> <p>All appeals must be hand-delivered to the Employer, and an acknowledgment of receipt must be obtained.</p> <p>It is the sole responsibility of the appellant to ensure that the appeal includes all relevant supporting documents to substantiate the grievance.</p>
ITB 26.1	<p>A Performance Security shall be required.</p> <p>The successful bidder shall provide performance security to ensure the Employer is safeguarded against any contract non-performance. Upon receiving the Letter of Acceptance, the bidder is required to submit performance security within fourteen (14) days in one of the following forms:</p> <ul style="list-style-type: none"> (a) A bank draft issued by a recognized commercial bank operating in Sri Lanka, or (b) A bank guarantee/counter guarantee issued by a recognized commercial bank operating in Sri Lanka <ul style="list-style-type: none"> (i) The bank (stated above (a) & (b) shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka). (ii) This security should be payable to the Employer on demand and shall be equivalent to 10% of the total contract value (inclusive of taxes) in Sri Lankan Rupees (LKR) or the quoted foreign currency, (iii) For bank guarantees, they shall conform to the format in Section VIII Security Forms, <p>or</p> <ul style="list-style-type: none"> (c) A direct deposit to the Employer's bank account in Sri Lankan Rupees, <p>equivalent to 5% of the total contract value (inclusive of taxes). Reimbursement of bid securities arranged as direct deposits will only be made in LKR as cheque payments.</p>

	<p>If the performance security is submitted after the stipulated fourteen (14) days, the intended completion date will be adjusted forward accordingly.</p> <p>Failure to provide a valid performance security within twenty-eight (28) days may result in the cancellation of the award, forfeiture of the bid security, and possible listing of the bidder as a defaulting party.</p> <p>The bidder will be liable for any losses, costs, expenses, or damages incurred by the Employer due to such failure. The Employer reserves the right to make alternative arrangements at the risk and expense of the successful bidder.</p> <p>The official Purchase Order will be released only after receiving the performance security. This security shall be unconditionally encashable on demand by the Employer and valid for at least twenty-eight (28) days beyond the expected completion date including the warranty period.</p> <p>In exceptional cases, the Employer may request an extension of the performance security's validity to meet the expected completion date.</p>
<p>ITB 28.3</p>	<p>For registration, contact the Department of Registrar of Companies at:</p> <ul style="list-style-type: none"> • Address: "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 • Tel.: +94-11-2689208 / +94-11-2689209 • Email: registrar@drc.gov.lk <p>(Note: Contact details may change, and the Employer is not responsible for any discrepancies.)</p>

Section III. Bidding Forms

Contents

1. Form of Bid – Local Basis
2. Form of Bid – Foreign Basis
3. Non-Collusion Affidavit
4. Qualification Information

DUPLICATE

Form of Bid-Local Basis - FOB 1

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

Date: [insert date (as day, month and year) of Bid Submission]
No.: KPR/05/2026

To: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa, Wellampitiya, Sri Lanka.

Having examined the Procurement Documents, we offer to provide the Services for the Provision of Engine Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit (Waukesha engine) at CPSTL Main Laboratory, Kolonnawa, Sri Lanka in accordance with the Conditions of Contract, Employer's Requirements, drawings and activity schedule accompanying this Bid for the Contract Price excluding VAT of[amount in numbers],[amount in words] or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

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

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

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

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

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

Form of Bid - Foreign Basis - FOB 2

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

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

No.: KPR/05/2026

To: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa, Wellampitiya, Sri Lanka.

Having examined the Procurement Documents, we offer to provide the Services for the Provision of Engine Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit (Waukesha engine) at CPSTL Main Laboratory, Kolonnawa, Sri Lanka in accordance with the Conditions of Contract, Employer's Requirements, drawings and activity schedule accompanying this Bid for the Contract Price of[amount in numbers],[amount in words] or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

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

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

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

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

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

Non-Collusion Affidavit

Provision of Engine Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit (Waukesha engine) at CPSTL Main Laboratory, Kolonnawa, Sri Lanka - KPR/05/2026

Iofas the tenderer or agent (bearing NIC No.) hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

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

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

I accept full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the tender process and fully comply with the applicable Procurement Guidelines.

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

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

Signature of bidder on this day of 2026 at

NIC No:

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

Official Seal:

Bid Guarantee

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

..... *[insert issuing agency's name, and address of issuing branch or office]*

Beneficiary: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa, Wellampitiya, Sri Lanka.

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

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

Whereas, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date of bid] for providing Services for the **Provision of Engine Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit (Waukesha engine) at CPSTL Main Laboratory, Kolonnawa, Sri Lanka - KPR/05/2026** (hereinafter called "the Bid").

Know all people by these presents that We [name of Agency] having our registered office at [address] (hereinafter called "the Bank") are bound unto Ceylon Petroleum Storage Terminals Limited (hereinafter called "the Employer") in the sum of [The Bidder should insert the amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month], [year].

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 22,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *[insert date]* [Usually 56 days after the end of the validity period of the Bid.] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived.

Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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

D U P L I C A T E

Schedule B

<p>Work Plan and Methodology [If requested under ITB clause 20.3 only] (enclosed in envelope marked, "Envelope 1 - Qualification and Experience Information")</p>
<p>DUPLICATE</p>

Schedule E

<p style="text-align: center;">Client's Reference [If requested under ITB clause 20.3 only] (enclosed in envelope marked, "Envelope 1 - Qualification and Experience Information")</p>
<p style="font-size: 48px; opacity: 0.2; transform: rotate(-30deg);">DUPLICATE</p>

Schedule F

Annual Turn-over Information (Last five years) [If requested under ITB clause 20.3 only] (enclosed in envelope marked, "Envelope 1 - Qualification and Experience Information")		
Year	Turn-over	Remarks
1		Attach audited reports
2		
3		
4		
5		

Letter of Acceptance
[letterhead paper of the Employer]

[date]

To: [name and address of the Service provider]

This is to notify you that your Bid dated [date] for **Provision of Engine Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit (Waukesha engine) at CPSTL Main Laboratory, Kolonnawa, Sri Lanka - KPR/05/2026** for the Contract Price of [amount in numbers and words], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Conditions of Contract;
 - (b) The Contract Data;
 - (c) The Form of Bid
 - (d) The Priced Activity Schedule
 - (e) The Employer's Requirements
 - (f) The following Appendices: **[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**
 - Appendix A: Description of the Services
 - Appendix B: Schedule of Payments
 - Appendix C: Key Personnel
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Services and Facilities Provided by the Employer
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF CPSTL

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

In the presences of witness:

Name :.....

NIC No :.....

Signature :.....

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

signed into at on the " day of 2026

FOR AND ON BEHALF OF THE SUPPLIER

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

In the presences of witness:

Name :.....

NIC No :.....

Signature :.....

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

signed into at on the " day of 2026

Section IV. Conditions of Contract

1. General Provisions

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (b) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer;
- (c) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "Employer" means the party who employs the Service Provider;
- (f) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- (g) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (h) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (i) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer;
- (j) "Employer's Requirements" means the Employer's Requirements of the service included in the bidding document submitted by the Service Provider to the Employer;

(k) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer's Requirements and Schedule of Activities included in the Service Provider's Bid.

- 1.2. Applicable Law** The Contract shall be interpreted in accordance with the laws of the Socialist Democratic Republic of Sri Lanka.
- 1.3. Language** This Contract has been executed in English Language.
- 1.4. Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address **specified in the Contract Data**.
- 1.5. Location** The Services shall be performed at such locations as are specified in Appendix A, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
- 1.6. Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the Contract Data**.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1. Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be **stated in the Contract Data**:
- 2.2. Starting Date** The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be **specified in the Contract Data**.
- 2.3. Intended Completion Date** Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the**

Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4. Force Majeure

2.4.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstance.

2.4.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.5. Termination

2.5.1 By the Employer

The Employer may terminate this Contract, by not less than fourteen (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e)

of this Clause 2.5.1 and sixty (28) days' in the case of the event referred to in (f):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.7;
- (e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.6.1 and the Contract Data;
- (f) if the Employer, in its sole discretion, decides to terminate this Contract.

**2.5.2
By the Service
Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.5.2

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or;
- (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty-six (56) days.

**2.5.2
Payment upon
Termination**

Upon termination of this Contract pursuant to Clauses 2.5.1 or 2.5.2, the Employer shall make the following payments to the Service Provider;

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e) of Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

- 3.1. General** The Service Providers shall perform the Services in accordance with the Employer's Requirements and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties:
- 3.2. Confidentiality** The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 3.3. Service Providers' Actions Requiring Employer's Prior Approval** The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions;
- (a) entering into a subcontract for the performance of any part of the Services;
 - (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors")
 - (c) changing the Program of activities; and
 - (d) any other action that may be **specified in the Contract Data.**
- 3.4. Reporting Obligations** The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.5. Documents Prepared by the Service Providers to Be the Property of the Employer** All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.4 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together

with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the Contract Data**.

3.6. Liquidated Damages

3.6.1 Payments of Liquidated Damage

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the Contract Data** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the **amount defined in the Contract Data**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.6.2 Correction for Over Payments

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5.

3.7. Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

4. Service Provider's Personnel

4.1. Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2. Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the

Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1. **Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the Contract Data**.
- 5.2. **Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.
- 5.3. **Services & Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1. Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3.
- 6.2. Contract Price** The Contract Price is **set forth in the Contract Data.**
- 6.3. Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.
- 6.4. Terms and Conditions of Payment** Payments will be made to the Service Provider and according to the payment schedule **stated in the Contract Data.** Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the Contract Data.** Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5. Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (28) days after the due date **stated in the Contract Data,** interest shall be paid to the Service Provider for each day of delay at the rate **stated in the Contract Data.**
- 6.6. With Holding Tax (WHT)** Withholding Tax (WHT) will be deducted at the applicable rate and remitted to the Inland Revenue Department of Sri Lanka in accordance with the provisions of the Inland Revenue (Amendment) Act No. 16 of 2024 of Sri Lanka.
- Entities from countries that have entered into a Double Taxation Avoidance Agreement (DTAA) with the Government of Sri Lanka are entitled to claim the WHT deducted as a credit against their final corporate tax liability.

7. Quality Control

- 7.1. Identifying Defect** The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.
- 7.2. Correction of Defects, and Lack of Performance Penalty**
- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
 - (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
 - (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.6.

8. Settlement of Disputes

- 8.1. Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2. Dispute Settlement**
- 8.2.1 The Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was not settled amicably in as with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.
- 8.2.2 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.
- 8.2.3 The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.

Section V. Contract Data

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

CC 1.1(c)	<p>The Contract is:</p> <p>Provision of Engine Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit (Waukesha engine) at CPSTL Main Laboratory, Kolonnawa, Sri Lanka.</p> <p>The service consists of,</p> <ul style="list-style-type: none"> i. Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit. ii. Pre-Overhaul Preparation iii. Engine Top Overhaul Works iv. Valve Train Service Fuel & Ignition System Service, Cooling & Lubrication System Checks, Reassembly, Alignment & other relevant requirements v. Testing, Commissioning, Documentation & Reporting <p>Identification number of the Contract: KPR/05/2026</p>
CC 1.1(e)	The Employer is: Ceylon Petroleum Storage Terminals Limited
CC 1.4	<p>For notices, the addresses are</p> <p>Employer</p> <p>Attention: Manager Procurement</p> <p>Address: Ceylon Petroleum Storage Terminals Limited Procurement Function 01st Floor, New Building Kolonnawa Wellampitiya Sri Lanka. Postal Code : 10600</p> <p>Telephone: +94 11 2572156/ +94 11 2547238</p> <p>Electronic mail address: procure@cpstl.lk</p>
CC 1.6	The Authorized Representatives For the Employer: Manager laboratory
CC 2.1	The date on which this Contract shall come into effect is the date of signing of the Contract Agreement.
CC 2.2	The Starting Date for the commencement of Service is the handing over date of the equipment to the Service Provider by the Employer.
CC 2.3	The Intended Completion Date is 10 Working Days from the Starting Date.

CC 3.3(d)	Not Applicable
CC 3.5	Not Applicable
CC 3.6	<p>The liquidated damages rate is 1% per day</p> <p>The maximum amount of liquidated damages for the whole contract is 10% of the final Contract Price.</p> <p>The defect liability period is 01 week from the date of acceptance of the equipment after the service.</p>
CC 5.1	Not Applicable
CC 6.2	The amount as indicated in the relevant Form of Bid.
CC 6.4	<p>Payment shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization: 30% of the Contract Price shall be paid on the effective date of the contract against submission of an acceptable unconditional on demand advance payment bank guarantee for the same, as follows. <ul style="list-style-type: none"> ➤ A commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka Or ➤ A bank based in another country, backed by a commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka • The bank guarantee shall be released upon successful completion of the Service. • Balance 70% payment shall be released within 14 days upon successful completion of the Service. • All payments to companies registered in Sri Lanka will be made in Sri Lanka Rupees (LKR). • Payments to foreign bidders will be made via bank wire transfer (TT). • Please refer CC Clause 6.6 regarding the WHT Tax by the Inland Revenue Department of Sri Lanka.
CC 6.5	Payment shall be made within [14] days of receipt of the invoice and user acceptance report.

Appendices

- Appendix A—Description of the Services
- Appendix B—Schedule of Payments and Reporting Requirements
- Appendix C—Key Personnel
- Appendix D—Services and Facilities Provided by the Employee

DUPLICATE

Appendix A—Description of the Services

Octane machine is used to analyze Research Octane Number in Gasoline 92 Octane & 95 Octane fuels using ASTM D 2699 test method. All import cargo & after cargo samples are needed to be analyze Research Octane Number in Gasoline 92 Octane & 95 Octane fuels. Recommended running time is reaching to replacement of this spare part first time. Details of laboratory Octane analyzer instrument is CFR Octane Systems F2U Combination Octane Rating Unit

It is required to Supply of Service Agreement for Engine Top Overhaul of CFR Engine-Octane Rating Unit to the CPSTL Main Laboratory or Manufacture recommended any latest services if not available in the below listed should be provided to do the Top Overhaul after recommended running hrs. for durability of the equipment, continue uninterrupted running and maintain the accuracy of the instrument results

Manufacture recommended types of services under Engine Top Overhaul of CFR Engine as follows as per the "Preventive Maintenance, Section 6.00, page 6.00-1 to 6.00-5, Types of Maintenance, Waukesha Gas Engine, CFR*Research Method & Rating Units Operation & maintenance, Form 847-3, 3rd edition or be updated in accordance with the CFR® F1 Research Method and F2 Motor Method Octane Rating Units Operation and Maintenance requirements, as specified by the relevant instrument manufacturer.

Appendix B—Schedule of Payments and Reporting Requirements

Service Provider shall submit a Service Completion Report signed by the authorized person.

DUPLICATE

Appendix C—Key Personnel

Covered under Schedule C of Section III-Bidding Forms

DUPLICATE

Appendix D—Services and Facilities Provided by the Employer

- Necessary entry permissions to the site
- Required spares for the service

DUPLICATE

Section VI. Employer's Requirements and Drawings

As detailed out in the Section VIII-Activity Schedule.

DUPLICATE

BILL OF QUANTITIES

<i>Table 1.1</i>		LOCAL SUPPLY BASIS (currency.....)	FOREIGN SUPPLY BASIS (currency.....)
Item	Item Description	Amount	Amount
1	Engine Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit (Waukesha engine) at CPSTL Main Laboratory, Kolonnawa, Sri Lanka.		
FOR LOCAL SUPPLY BASIS			
Total Value excl. Taxes			X
<i>SSCL (If applicable)</i>			
Total Value excl. VAT	In figures:		X
	In words:		
VAT			X
Total Value incl. Taxes			
FOR FOREIGN SUPPLY BASIS			
Total Value			X
Total Value		In figures:	
		In words:	

Note:

Withholding tax, as per the Inland Revenue Amendment Act No. 16 of 2024, shall be deducted and remitted to the Inland Revenue Department of Sri Lanka.

Note:

1. CPSTL May amend the schedule of price if any additional work noticed and will notify all the bidders.
2. Separate quotation/s may be required for any additional works if needed during the service process.
3. List of rates for workman ship and the material to be provided together with the offer.

Total amount in figures: -

Total amount in words: -

Name of Bidder : -

Address :-

.....

Date: -

Signature of Bidder :

Common Seal :

Section VII. Activity Schedule

ITEM		SERVICE
01	Cylinder	
	Bore Diameter (2 planes)	Clean & Measure
	External Surface & Treads	Clean & Inspect
	Key and Keyway	Inspect
02	Compression Pressure Gauge	Check for Leakage
03	Clamping Sleeve:	Clean & Inspect
	Internal bore	Measure
	Worm Wheel Counterbore	Measure
04	Connecting Rod Bearing Shells	Clean & Inspect
		Replace if Scored
05	Cooling Condenser Assembly	Clean
		Inspect
06	Crankcase Breather Assembly	
	Removable Breather Valve	Clean
07	Crankcase Oil	Change
08	Detonation Pickup	Clean Replace Gasket
		Check Diaphragm
09	Exhaust Spray Ring Assembly	Clean
		Inspect
10	Exhaust Flex Pipe	Clean & Inspect
11	Exhaust Valve Rotator	Clean
	Rotation Speed	Check
12	Carburetor Bowls	
	Sight Glass	Clean, Inspect & Lubricate as Required
	Carburetor Filter Bowl Assembly	
	Float Valve Assembly	
	Coolant Exchanger Passages	
Fuel delivery Valve		
13	Fuel Level Sight Glass	Clean & Inspect, As Required
	Sight Glass Gaskets	

14	Fuel Level Adjusting Screw Assembly	Readjust Knob, As Required
15	Fuel Line Tubing	Replace if Hard or Discolored, As Required
16	Fuel Selector Valve Assembly	
	Fuel Selector Valve	Clean & Lubricate, As Required
17	Guide Plate	Clean & Inspect
18	Ignition System	
	Spark Timing	Check
19	Ignition Control Arm Linkage (F-2 Units)	Check Arm Position
20	Intake Air System	
	Inlet Air Pipe	Clean Internally
21	Intake Air Thermistor	Clean
		Inspect
22	Intake Mixture Manifold	Clean & Inspect
	Mixture Heater Blades	Clean & Inspect
23	Jacket Coolant	Change
24	Oil Pressure Control Valve Assembly	Adjust, As Required
25	Pickup Hole	Clean, Chase With 7/8 in. – 18 Tap, As Required
26	Piston & Pin	Clean
	Surface Condition	Inspect
	Pin Fit	Inspect
27	Piston Pin Retainers	Inspect
		Measure
28	Rocker Arm Assembly	
	Carrier	Inspect
	Bearings	Inspect
	Adjusting Screw	Inspect
	Ball Seat	Inspect
	Half – Ball	Inspect
29	Ring Gaps	Measure

30	Ring to Land Clearance	Measure
31	Rocker Arm Carrier Short Support	Measure Location in Cylinder
32	Spark Plug Hole	Clean, Chase Threads with 18 mm Tap, As Required
33	Thermometers	Clean
		Inspect
34	Thermistor Probe (Temperature Sensor)	Clean
35	Valve Clearances	
	Cold	Set
	Hot - Running	Check / Set
36	Valve Guides	Clean
	Internal Diameter	Measure
37	Valve Lifters	Clean & Inspect
38	Valves	Clean
	Stem Diameter	Measure
	Face Condition	Reface, As Required
	Margin	Measure
	Intake Shroud	Clean & Inspect
39	Valve Seats	Clean
	Run - Out	Measure
	Face Condition	Reface, As Required
40	Valve / Seat Matchup	
	Contact Width	Measure
	Contact Position	Measure
41	Valve Springs	Measure Free Length
42	Valve Springs Retainers & Tapers	Inspect
43	V - Belts, Engine to Absorption Motor	Inspect
		Measure Tension
		Adjust Tension, As Required
44	Worm Wheel Thickness	Measure

45	Worm Wheel to Clamping Sleeve Fit	Measure
46	Worm Shaft Endplay	Measure & Very Shims
47	Water Inlet Screw to Cylinder Clearance	Measure
48	Other requirement as per Manufacturer recommendation.	As per Required

Other Requirements:		
i)	Should manufacture Authorized service provider for CFR Octane Systems F2U Combination Octane Rating Unit of Waukesha engine.	
ii)	The supplier shall provide technically competent staff for the job and submit the qualifications and experience of the key personnel proposed for this contract relevant to the service.	
iii)	Those who do not provide supportive details of required spares list, consumables and other required items if needed for this job may not be considered for evaluation.	
iv)	Has to confirm the required spare parts list against the available spare parts list before attending the service.	
v)	Overhaul service has to be complete within ten working Days.	
vi)	The service should comply with the Preventive Maintenance Section 6.00 in form 847-3, 3rd Edition, or be updated in accordance with the CFR® F1 Research Method and F2 Motor Method Octane Rating Units Operation and Maintenance requirements, as specified by the relevant instrument manufacturer.	
vi)	A minimum one-month service warranty period must be provided after the service, covering any instrument failures.	
vii)	The supplier shall provide details of previous customers for the relevant services as requested in ITB 2.2, including a list of services performed for each of the last five years and experience in services of a similar nature for each of the last three years.	

Section VIII. Security Forms

Table of Forms

- Bid Security (Bank Guarantee)
- Performance Bank Guarantee (Unconditional)
- Bank Guarantee for Advance Payment

DUPLICATE

Bid Security (Bank Guarantee)

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

..... *[insert issuing agency's name, and address of issuing branch or office]*

Beneficiary: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa, Wellampitiya, Sri Lanka.

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

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

Whereas, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date of bid] for providing Services for the **Provision of Engine Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit (Waukesha engine) at CPSTL Main Laboratory, Kolonnawa, Sri Lanka – KPR/05/2026** (hereinafter called "the Bid").

Know all people by these presents that We [name of Agency] having our registered office at [address] (hereinafter called "the Bank") are bound unto Ceylon Petroleum Storage Terminals Limited (hereinafter called "the Employer") in the sum of [The Bidder should insert the amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month], [year].

The conditions of this obligation are:

- (3) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (4) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (d) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (e) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (f) does not accept the correction of the Bid Price pursuant to Clause 22,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided

that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *[insert date]*
[Usually 56 days after the end of the validity period of the Bid.] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived.

Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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

D U P L I C A T E

Performance Bank Guarantee (Unconditional and OnDemand)

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

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

Beneficiary: Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

Date:

PERFORMANCE GUARANTEE No.:

We have been informed that *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. KPR/05/2026 dated with you, for the **Provision of Engine Top Overhaul Service for CFR Octane Systems F2U Combination Octane Rating Unit (Waukesha engine) at CPSTL Main Laboratory, Kolonnawa, Sri Lanka** under Tender (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (.....) *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of 20..... *[insert date, 28 days beyond the expected completion date including the warranty period]* and any demand for payment under it shall be received by us at this office on or before that date.

.....

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

Seal (where applicable)

Bank Guarantee for Advance Payment (Unconditional and OnDemand)

.....
(Issuing Agency's Name and Address of Issuing Branch or Office)

Beneficiary : Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa

Date:

ADVANCE PAYMENT GUARANTEE NO. :

We have been informed that

..... (Name of Contractor) (hereinafter called "the Contractor") has entered into Contract No. (Reference No. of the Contract) dated With you, for the [name of contract & brief description] (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum..... (amount in figures)..... (amount in words) to be made against an advance payment guarantee.

At the request of the Contractor, we

..... (name of the agency) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures) (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 in repayment of the advance payment under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

This guarantee shall expire on (Insert date, **one (01) week beyond the date of completion**)

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

.....

Signature(s)