

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

FOR

**REMOVAL, DISPOSAL AND CLEANING OF SLUDGE PITS
IN ZONE 9 AT CPSTL OIL INSTALLATION, KOLONNAWA**

KPR/21/2020

Employer:

Chairman,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.

Issued to :.....

Issued by :.....

Date :.....

June - 2020



INVITATION FOR BID (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

REMOVAL, DISPOSAL AND CLEANING OF SLUDGE PITS IN ZONE 9 AT CPSTL OIL INSTALLATION, KOLONNAWA

KPR/21/2020

1. The Chairman, Department Procurement Committee (Minor), on behalf of the Chairman, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya now invites bids from companies who have experience in carrying out removal, disposal and cleaning of sludge pits in Zone 9, Oil Installation, Kolonnawa where the pits have been used for temporary storage of petroleum sludge.

The purpose of removal, disposal and cleaning of pits is to make the location oil contamination free to carry out soil back filling for proposed tank construction.

The proposed work includes removal, disposal and cleaning of entire sludge pits in Zone 9 including removing remaining oily water, mud, contaminated sand/ soil and some debris mixed with petroleum sludge and make the condition of location free from sludge or any other debris to make the location free from oil contamination.

The period of contract is **six (06) weeks**.

2. Bidding will be conducted through National Competitive Bidding method.
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall have an experience and proven record in carrying out cleaning operations of sludge pits.
4. Qualification requirements to qualify for contract award include:
 - I. It is a compulsory requirement that the bidder shall possess a valid license for disposal of petroleum sludge from Central Environmental Authority (CEA) or Marine Environment Pollution Authority (MEPA). The bid shall be rejected if no valid license is possessed by the bidder.
 - II. Proof of experience of the bidder carried /carrying out 01 similar works of cleaning of sludge pits during the last three years.
5. Interested parties may refer the bidding document and obtain necessary information through the CPSTL website: www.cpstl.lk/cpstl/tenders. Bidders may obtain further information from **The Manager (Procurement), Procurement Function, Ceylon Petroleum Storage Terminals Limited, 1st floor, New Administration Building, Oil Installation, Kolonnawa, Wellampitiya**

(Telephone 0112572156, Fax011-2572155) and inspect the bidding documents at the address given below from 0900 hrs. to 1500 hrs. of working days.

6. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to **The Manager (Procurement), Procurement Function, Ceylon Petroleum Storage Terminals Limited, 1st floor, New Administration Building, Oil Installation, Kolonnawa, Wellampitiya** until 13.07.2020 from 0900 hrs. to 1400 hrs. of working days on production of receipt supporting payment of nonrefundable Tender fee of **Rs.1,500.00**.
7. Bids shall be delivered in duplicate to **Chairman, Department Procurement Committee, Manager Procurement, Procurement Function, Ceylon Petroleum Storage Terminals Limited, 1st floor, New Administration Building, Oil Installation, Kolonnawa, Wellampitiya** on or before **1400 hrs. on 14.07.2020** Late bids will be rejected. Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
8. All bids must be accompanied by a bid security of Forty Thousand Sri Lankan Rupees (LKR 40,000.00), which shall be valid until **13.10. 2020**.
9. Bids shall be valid up to **15.09.2020** from the date of closing of bids.
10. Clarifications (if any) shall be sought from the Manager Procurement on **Tel: 011-2572156/ 011-5750764, Fax: 011-2572155, Email: procure@cpstl.lk**.

Chairman,
Department Procurement Committee (Minor)
C/o Manager Procurement,
Procurement function,
Ceylon Petroleum Storage Terminals Limited,
Oil Instalation, Kolonnawa.
Wellampitiya.

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1. INSTRUCTIONS TO BIDDERS (ITB)

1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 INTRODUCTION

The Chairman, Department Procurement Committee (DPC), on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Wellampitiya will receive sealed bids from companies for the **Removal, Disposal and Cleaning of Sludge Pits in Zone 9 at CPSTL Oil Installation, Kolonnawa** conforming to the terms, conditions & specifications given under this bidding document.

It is a compulsory requirement that the bidder shall possess a valid license for disposal of petroleum sludge from Central Environmental Authority (CEA) or Marine Environment Pollution Authority (MEPA). The bid shall be rejected if no valid licence is possessed by the bidder.

CPSTL shall make the payment as per the terms of Mode of Payment, COC clause 2.5 of the Conditions of Contract of this bidding document.

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

Bids that do not conform to “Invitation to Bid” shall be rejected.

The site for the proposed work is situated in Zone 9, CPSTL Oil Installation, Kolonnawa and prior to submitting a bid, bidders shall familiarize themselves with the site conditions, limitations, security restrictions, access facilities etc. and shall be deemed to have done so before submitting the bid. The CPSTL will not entertain any claims for unanticipated costs that may incur by the contractor due to his failure to familiarize himself of the actual conditions at the site.

The bidders shall inform Manager (Premises and Engineering Services), Premises and Engineering Services Function at CPSTL Oil Installation, Kolonnawa (Tel No. 011- 2572157, Fax No : 011-2572157) at least 02 days in advance with their names, NIC Numbers so that the CPSTL will arrange required permits for the site visit.

The bidders are advised to limit the number of persons, for the site visit to Oil Installation, Kolonnawa due to the security reasons. Site visits will be permitted during 0830-1600 hrs. except on Sundays and Mercantile holidays. The cost of such visits shall be borne by the bidder.

In addition to the lump sum fixed price for the entire job which includes all the details stated in the “Contractor’s Scope of Work and Specifications”, the bidders shall fill the details given in attached Schedule of Prices.

However, CPSTL reserves the authority to add or delete any item stated in the “Contractor’s Scope of Work and Specifications”. In the case of any additional items, rates are to be agreed upon by both

parties along with the scheduled time frame which will not finally affect the total duration of the “contract period”.

1.2 CONTENTS OF BIDDING DOCUMENT

Bidding document consists of the following

- | | | |
|------------|--------------------------------|----------------|
| 01. | Invitation for Bids | |
| 02. | Instructions to Bidders (ITB) | |
| 03. | Conditions of Contract (COC) | |
| 04. | Schedule of Prices | |
| 05. | Form of Bid | - Annexure “A” |
| 06. | Format of Bid Security | - Annexure “B” |
| 07. | Format of Performance Security | - Annexure “C” |
| 08. | Format of Contract Agreement | - Annexure “D” |
| 09. | Compliance / Deviation Sheet | - Annexure “E” |

The bidder is not permitted to do any alterations in the bidding document in any form whatsoever. Any such alterations in the bidding document by the bidder may be liable for disqualification.

1.3 ISSUE OF BIDDING DOCUMENTS

Bidding documents could be obtained on submission of a written request on company letter head, during working days between **0900 hrs and 1400 hrs. 13.07. 2020**, upon payment of a non-refundable bidding document fee of LKR 1,500.00. Sri Lankan Rupees (LKR .1,500.00)per document to the Cashier, Ground Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya,.

1.4 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION

If any authorized agent represents the principle, he shall register himself with the Registrar of Companies and shall produce a valid copy of the Certificate of Incorporation issued by the Registrar of Companies of Sri Lanka together with the bid.

Any person who act as an agent or sub-agent, representative or nominee for or on behalf of a principal, shall register himself and the contract as per Public Contracts Act, no 3 of 1987 for every public contract exceeding Five Million Sri Lankan Rupees (**LKR 5,000,000.00**). The Certificate of Registration (**FORM PCA 03**) issues by the Registrar of Public Contracts of Sri Lanka in term of section 11 of the said Act shall be submitted along with the bid, only if the total value exceeding Five Million Sri Lankan Rupees (**LKR 5,000,000.00**).

1.5 DOCUMENTS AND DETAILS TO ACCOMPANY BID

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

It is a compulsory requirement that the bidder shall possess a valid license for disposal of petroleum sludge from Central Environmental Authority (CEA) or Marine Environment Pollution Authority (MEPA). The bid shall be rejected if no valid licence is possessed by the bidder.

Section 01

1. Detailed Profile of the Bidder.
2. Copy of Certificate of Incorporation / Copy of Business registration - as per ITB clause 1.4 (if applicable)
3. Public Contract Registration (Certificate PCA-03) - as per ITB clause 1.4 (if applicable).
4. Signature Authorization - as per ITB clause 1.7.
5. Bid Security - as per ITB clause 1.16.
6. Duly completed & signed Schedule of Prices - as per ITB clause 1.17.
7. Duly completed & signed Form of Bid - Annexure "A" - as per ITB clause 1.8

Section – 02

1. Available Certificates (Performance, CEA / MEPA registration, Standards &etc.)
2. Previous experience of the bidder and past records of the work carried out for last three (03) years together with employer details.
3. Cleaning Methodology
The bidder is required to submit a details of Cleaning Methodology related with equipment, Chemicals and other materials, that the bidder intend to perform under each category based on the details given under the "Contractor's Scope of Work". The bidder is deemed to be an expert in this field and shall include all the details of related activities necessary to be a complete proposal.
4. Work Schedule
The bidder is required to submit a detailed work schedule related with time that the bidder intend to perform under each category based on the details given under the "Contractor's Scope of Work.
5. Any other details and documentary requirements as requested under this tender.

All documentation/correspondence/catalogues/literatures shall be furnished in English language.

1.6 SEALING, MARKING & SUBMISSION OF BID

Bids shall be submitted in duplicate as per the conditions specified in this bidding document. The original & duplicate copy of the bid shall be placed in separate envelopes marked "**ORIGINAL**" & "**DUPLICATE**". Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "**REMOVAL, DISPOSAL AND CLEANING OF SLUDGE PITS IN ZONE 9 AT CPSTL OIL INSTALLATION, KOLONNAWA "- KPR/21/2020 – CLOSING**

DATE:14.07.2020” on the top left-hand corner& the Bidder ’s name & address on the bottom left-hand corner, and addressed to,

The Chairman

Department Procurement Committee

C/o Manager Procurement

Procurement Function

01st Floor, New Building

Ceylon Petroleum Storage Terminals Limited

Kolonnawa, Wellampitiya.

If the outer envelope is not sealed and marked as required above, the DPC (Minor) will assume no responsibility for the bid being misplaced or premature opening.

In addition to above requirement, the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.

Bids submissions through emails are not entertained. However, only the clarifications can be made through email address **procure@cpstl.lk**.

1.7 SIGNATURE AUTHORIZATION

Bidders shall incorporate a **Signature Authorization letter** along with their bids, which is authorizing a person to represent the company in submitting the bid, and if successful, to sign the respective agreement/contract with CPSTL. The letter shall be signed by the Proprietor/ Partner(s)/ Director(s) of the company and the person who signs the bid on behalf of the company and shall be affixed by the common seal of the company. This letter shall be produced on the company letter head.

1.8 FORMAT & SIGNING OF BID

Bidders shall prepare an original and a duplicate of the bid specified above, clearly marking as, “ **BID FOR “REMOVAL, DISPOSAL AND CLEANING OF SLUDGE PITS IN ZONE 9 AT CPSTL OIL INSTALLATION, KOLONNAWA “- KPR/21/2020 – CLOSING DATE: 14.07.2020**”, original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.

The original and the duplicate of the bids shall be typed, or written in indelible ink, and **Form of Bid** shall be signed by the person/s duly authorized by the bidder. All pages of the bid except for un-amended printed literature shall be initialled by the person signing the bid.

Any inter lineation, erasures or insertion shall be valid only if they are initialled by the person signing the bid. All corrections shall be very clear and no over-writing shall be accepted.

1.9 AMENDMENTS/CLARIFICATIONS OF BIDDING DOCUMENT

The Chairman, DPC reserves the right to issue amendments to the bidding document if and when deemed necessary up to seven (07) days prior to the deadline for submission of bids.

A prospective bidder requiring any clarification regarding the provisions or terminology of the bidding document shall notify the DPC in writing by hand or post to the mailing address which is indicated in ITB clause 1.6 or by email to procure@cpstl.lk, not later than ten (10) days prior to the closing date of bids given in ITB clause 1.11. Similarly, if a bidder feels that any important provision is unacceptable, such objection shall be raised at this stage.

The DPC will respond in writing by post and/or by email to any such request for clarifications, modifications, objections or complaints that are received not later than ten (10) days prior to the closing date of bids prescribed by the DPC. Copies of the DPC's response will be sent by post and/or by email to prospective bidders who have collected bidding documents, including description of the inquiry but without identifying its source, within seven (07) days prior to the closing of bids.

Questions and answers will not form part of the bidding document or contract; answers shall not constitute legally binding representation. If arising from a question, it becomes necessary to vary the bidding document, and then an addendum will be issued in accordance with the above procedure.

All correspondence shall be addressed to the mailing address or email address which are indicated above and shall not be personally addressed to any officer. Such correspondence shall not be entertained and shall be considered as a disqualification.

Where a bidder has not sought any clarifications information such bidder shall be deemed to have accepted the bidding document in full.

1.10 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

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

Bid modifications or substitutions shall be prepared, sealed, marked and despatched as follows:

The bidder shall provide an original and a duplicate, as specified in the ITB clause 1.6, of any modification or substitution to his bid, clearly identified as such in two envelopes, duly marked **"ORIGINAL"** & **"DUPLICATE"**. The envelopes shall be sealed in an outer envelope, duly marked **BID MODIFICATION** or **BID SUBSTITUTION** - **"BID FOR REMOVAL, DISPOSAL AND CLEANING OF SLUDGE PITS IN ZONE 9 AT CPSTL OIL INSTALLATION, KOLONNAWA"** - **KPR/21/2020- CLOSING DATE: .. 14.07.2020**.

Bidders wishing to withdraw their bids shall notify the DPC in writing prior the deadline prescribed for the submission of bids. The notice of withdrawal shall bear the name of the tender and the words **"BID WITHDRAWAL NOTICE"**.

Bid modifications, substitutions and withdrawal notices shall be sent **to reach** the address which is indicated in ITB clause 1.6, not later than the deadline for submission of bids.

A withdrawal notice may be sent by email to procure@cpstl.lk, but must be followed by the original, by post or by hand **to reach** the address which is indicated in ITB clause 1.6, not later than the deadline for submission of bids

Bid modifications, substitutions or withdrawal notices received after the deadline for submission of bids will be ignored, and the submitted bid will be deemed to be valid.

1.11 CLOSING OF BIDS

Bids enclosed, sealed, marked & addressed as aforesaid shall be sent by courier or registered post or sealed cover **to reach,**

The Chairman

C/o Manager Procurement

Department Procurement Committee

Procurement Function

01st Floor, New Building

Ceylon Petroleum Storage Terminals Limited

Kolonnawa, Wellampitiya.

not later than 1400 hrs. on 14.07. 2020 or could deposit in the tender box kept at the above address.

Bids will be closed **at 1400 hrs. on 14.07. 2020.**

1.12 DEADLINE FOR SUBMISSION OF BIDS

The Chairman, DPC must receive bids at the address specified under ITB clause 1.11 not later than the time and date stipulated. The Chairman, DPC may at his discretion, extend this deadline for submission of bids, by amending the bidding documents, in which case all rights and obligations of the DPC and the bidders will thereafter be subjected to the deadline as extended.

1.13 LATE BIDS

Any bid received after the deadline for submission of bid shall be rejected and returned unopened to the Bidder.

1.14 OPENING OF BIDS

Bids will be opened immediately after the closing date and time fixed for receipt of bids at,

The office of Manager Procurement

Ceylon Petroleum Storage Terminals Limited

Procurement Function

01st Floor, New Building

Oil Installation

Kolonnawa, Wellampitiya.

or such other place as arranged if the Manager Procurement's Office is not available.

The Bid Opening Committee (BOC) as appointed by the DPC, will open the bids in the presence of the authorized representatives of the bidders, who choose to attend at the time on the date and at the opening place specified above. Authorized representatives of the bidders so attending shall sign a register as proof of their attendance. Name of the bidders, bid prices, discounts, presence or absence of the requisite bid securities, and any other relevant information, which the BOC at its discretion, may consider to be appropriate, will be announced, at the opening.

1.15 MINIMUM VALIDITY PERIOD OF BIDS

All bids shall necessarily be valid for acceptance **minimum until 15.09.2020**. Bidders shall however, clearly indicate the maximum period that their bids would be valid. **A bid valid for a shorter period shall be rejected by the DPC as non-responsive.**

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

In exceptional circumstance, prior to the expiration of the bid validity period, the DPC may request bidders to extend the period of validity of their bids for a specified additional period.

The request and the bidders responses shall be made in writing. A bidder may refuse the request. 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 the bid and the validity of the bid security for the period of the extension, and in compliance with ITB clause 1.16 in all respects. If a bidder does not agree for an unconditional extension of the validity of his bid, his bid shall be rejected without forfeiting the bid security.

On acceptance of the offer within the period of validity of the bid, the validity period shall be extended by another fourteen (14) days for purposes of issuing of Purchase Order and other required documentation.

Bids that do not comply with the above requirements shall be rejected as non-responsive.

1.16 BID SECURITY

Each bid shall be accompanied by a bid security, undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period. Such security shall be,

- i)* in the form of a bank draft issued by a recognized commercial bank operating in Sri Lanka, or
- ii)* in the form of a bank guarantee issued by a recognized commercial bank operating in Sri Lanka,

The bank operating in Sri Lanka shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka).

and payable to CPSTL on demand, for **Forty Thousand Sri Lankan Rupees (LKR 40,000.00)**

Also bidders could deposit money to the CPSTL Cashier as the bid security for **Forty Thousand Sri Lankan Rupees (LKR 40,000.00).**

The Bid Security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **until 13.10. 2020.**

In case of a bank guarantee, the bid security shall be furnished without a substantial departure to the format given in Annexure “B”.

Failure to submit the bid security at the time, or before the closing of the bids, and in accordance with the above said requirements, and in the format provided (in case of bank guarantee), will result in the bid being rejected.

In exceptional circumstance, prior to expiry of the period of validity of the bid, the DPC may request from the bidders to extend the period of validity of their bid securities for a specified additional period as described in ITB clause 1.15. If a bidder does not agree for an unconditional extension of the validity of his bid, his bid shall be rejected without forfeiting the bid security.

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

1.17 SCHEDULE OF PRICES

Offered Prices shall be in the form of Schedules of Prices – A, B, C and summary of schedule given in the bidding document and the bidder is required to duly sign and return the same.

Bids not submitted on the prescribed form and in the manner required are liable for rejection.

1.18 DECLARATION

Bidders shall declare that they had read the conditions and that they make the bid in compliance with, and subject to all the conditions thereof, and agree to execute the contract/perform the services in accordance with the said conditions in the manner therein set out.

Bidders shall submit dully filled & signed **Form of Bid, Annexure “A”** along with the bid.

Failure to submit the dully filled & signed Form of Bid along with the bid at or before the closing time and date of the bid and in accordance with above said requirements and in the formats provided, shall result in the bid being rejected.

1.19 PRELIMINARY EXAMINATION OF BIDS

The DPC will examine the bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the bids are generally in order. The DPC may, at its discretion call clarifications from bidders.

The request for clarification and the response shall be in writing within short period from the clarifications and no change in the price or substance of the bid shall be sought, offered or permitted.

Bidders shall promptly response to any query raised by the DPC by Fax/Email on the bid made by them at the evaluation stage of bids. Failure to response for these queries will be subject to rejection of bid.

1.20 CORRECTION OF ERRORS

Bids determined to be substantially responsive shall be checked for any arithmetical error and errors shall be corrected in the following manner.

- a) Where the discrepancy is between unit price and the line item total, resulting from multiplying the unit price by the quantity, the unit price as quoted shall prevail and the line item total shall be corrected, unless in the opinion of the DPC there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern, and the unit price shall be corrected.
- b) Where there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c) Where the discrepancy is between words & figures, the amount in words shall prevail, unless the amount expressed in word is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.
- d) The amount stated in the bidding document adjusted in accordance with the above procedure with the concurrence of the bidder shall be considered as binding upon the bid. If the bidder does not accept the corrected amount of bid, his bid will be rejected.
- e) If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, his bid shall be disqualified and his bid security may be forfeited.

1.21 EVALUATION OF BIDS

- a) All offers received will be examined to determine the eligibility of bidders' responded and substantial responsiveness of bids received. A substantially responsive bid is one, which conforms to the terms, conditions and specifications of the bidding document. Incomplete bids will be rejected. Only the bids determined to be substantially responsive will be evaluated and compared.
- b) The Ceylon Petroleum Storage Terminal Limited, with the approval of the Chairman, Department Procurement Committee, may seek in writing, clarification or additional information from any Bidder in regard to Specifications except for Prices. In the absence of any response from the Bidder, within the specified period, the Department Procurement Committee reserves the right to make its own decision.
- c) The "CPSTL" Department Procurement Committee will not be bound to make the award to the Bidder submitting the lowest bid.
- d) The CPSTL Department Procurement Committee reserves the right to reject any or all Bids, or any part thereof, without adducing any reasons. The Department Procurement Committee may accept any or all Items of the offers and reserves the right to increase or decrease the quantities of items to be supplied for, at prices indicated in the Schedule of Prices.
- e) CPSTL shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive, lowest evaluated bid, provided that the bidder is determined to be qualified to perform the contract satisfactorily.

1.22 POWER TO ACCEPT OR REJECT BIDS

The DPC will not be bound to make the award to the bidder submitting the lowest bid.

The DPC reserves the right to reject any or all bids, or any part thereof without assessing any reasons. The DPC may accept any or all items of the bid and reserves the right to increase or decrease the quantity of the items to be contracted for, at prices indicated in the schedule of prices.

1.23 AWARDING CRITERIA

Subject to ITB clause 1.22, CPSTL shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive, lowest evaluated bid, provided that the bidder is determined to be qualified to perform the contract satisfactorily.

1.24 NOTICE OF ACCEPTANCE

Acceptance of the bid will be communicated by fax/e-mail and confirmed in writing by registered post to the successful bidder to the address given by him, soon after the receipt of the DPC decision. Any change of the mailing address of the bidder shall be promptly notified to the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya,.

2. CONDITIONS OF CONTRACT (COC)

2.1 PERFORMANCE SECURITY

The successful bidder is required to provide a performance security to safeguard the CPSTL against non-performance of the contract. The successful bidder, on being notified by CPSTL of the acceptance of his bid, shall furnish at his own expense a performance security, in one of following forms within fourteen (14) days of such notification. Such performance security shall be,

- i) in the form of a bank draft issued by a recognized commercial bank operating in Sri Lanka, or
- ii) in the form of a bank guarantee issued by a recognized commercial bank operating in Sri Lanka, or

The bank operating in Sri Lanka shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka).

and payable to CPSTL on demand, in a minimum sum **equivalent to 10% of the bid price(exclusive taxes) of the accepted bid in Sri Lankan Rupees (LKR)**

Also successful bidder could deposit money to the CPSTL Cashier as the performance security for a minimum sum **equivalent to 10% of the bid price (exclusive taxes) of the accepted bid in Sri Lankan Rupees (LKR).**

In case of a bank guarantee, the performance security shall be furnished without a substantial departure to the format given in Annexure “C”.

If the successful bidder fails to furnish the performance security as aforesaid, his name shall be placed in the list of defaulting contractors. CPSTL, shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such bid, at the risk & expense of the successful bidder.

The successful bidder, in the event of his failure to furnish the performance security as required, shall be liable for any losses, costs, expenses & damages, which CPSTL may sustain in consequence of such failure and the bid security, shall be forfeited.

Official Purchase Order shall be released only after the receipt of the performance security. The performance security shall be in favour of CPSTL and shall be unconditionally en-cashable on demand by CPSTL and **shall be valid for a period not less than twenty-eight (28) days beyond the scheduled completion date.**

In exceptional circumstances, prior to expiry of the period of validity of the performance security, CPSTL may request to extend the period of validity for a specified additional period, in order to meet the delivery schedule.

2.2 ADVANCE PAYMENT

The bidder shall entitle to receive a mobilization advance payment maximum 20% of the Initial Contract Price. The advance payment shall be released on submission of a valid bank guarantee obtained from a commercial bank operating in Sri Lanka with a valid license issued by the monetary board of Sri Lanka (Central Bank).

2.3 CONTRACT AGREEMENT

The successful bidder (Contractor) would be called upon to enter into an agreement with CPSTL after successful award. A specimen of Contract Agreement is attached as per Annexure “D”.

2.4 TIME FOR COMPLETION

The sludge pit cleaning work shall be carried out satisfactorily, completed and handed over within **six weeks** period (contract period) from the date of handing over of the site.

No extension of time will be considered other than the exceptional adverse weather condition or other special circumstances of any kind whatsoever which may occur, other than through a default of the contractor be such as fairly to entitle the contractor to an extension of time for the completion of the work. The contractor shall within **03 days** after the cause for delay has risen deliver to the Engineer full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time. In the event of failure on the part of the contractor to act as stated herein before shall be forfeited in extension of time for the particular event.

2.5 MODE OF PAYMENT

Full payment for the Removal, Disposal and Cleaning of Sludge Pits in Zone 9 at CPSTL Oil Installation, Kolonnawa shall be made in Sri Lankan Rupees, only after the successful completion of cleaning work of sludge pits. Payment will be made within thirty (30) days after completion of Removal, Disposal and Cleaning of Sludge Pits in Zone 9 at CPSTL Oil Installation, Kolonnawa at CPSTL, Oil installation, Kolonnawa.

No cost variation whatsoever will be paid due to the fluctuations in prices of basic materials, plant and labour. Bidders shall take this into account when submitting their offers.

2.6 DELAYS IN COMPLETION

Where the Contractor does not complete the work of Removal, Disposal and Cleaning of Sludge Pits In Zone 9 in due time, in accordance with the stipulated and agreed time for completion, as given in the bidding document, the Contractor shall when require by CPSTL be bound to complete the removal, disposal and cleaning work as may be necessary immediately by CPSTL by making suitable arrangements.

Should the Contractor does not complete the removal, disposal and cleaning work in the manner aforesaid, CPSTL shall have the right to make suitable alternate arrangements without any notice to the Contractor for the required work and to claim from the Contractor, the additional expenses thereby incurred by CPSTL.

2.7 LIQUIDED DAMAGES

If the contractor fails to complete the work of removal, disposal and cleaning within the intended completion date, the contractor's only liability to the employer for such failure shall be to pay the 0.5 % of initial contract price per day subjected to maximum of 10% from the initial contract price.

In case of such LD being imposed by CPSTL and such LD may be deducted from the final payment/performance security.

However, CPSTL reserves the right to cancel the award of the tender, if the removal, disposal and cleaning work is not completed within the time for completion agreed by the Contractor without any reasonable proven reason to CPSTL or at the reach the maximum LD of 10% of total value of the contract.

2.8 DEFAULTS BY CONTRACTOR

If for any reason, in the opinion of CPSTL, the Contractor becomes incapable or unable to complete the entire work offered in his bid, CPSTL shall have the right to obtain such work from other sources without being liable in any manner whatsoever, to the Contractor.

If the Contractor, defaults in the supply of service or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the completion of work according to the specifications, he shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach.

The Contractor in these circumstances shall also render himself liable to be placed in the list of defaulting Contractors and be precluded from having any concern in CPSTL bids.

2.9 CONTRACT NOT TO BE SUBLET

The Contractor shall not assign or sublet without the written authority of the Chairman, DPC; his obligations to supply the items bided and agreed for. If any part of his obligation has been assigned or sublet with written authority, he will nevertheless be held responsible for the due performance of the part assigned or sublet.

2.10 CONTRACTOR'S STANDARD CONDITIONS OF BIDDING

Contractor's standard conditions of bidding, usually printed on the quotation/invoice or in a separate format will not be accepted. The terms & conditions of this bidding document of CPSTL shall prevail.

2.11 FORCE MAJEURE

Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion, Revolution, Insurrection, Military power, Earthquake, Plagues or Tsunami, the bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals or connected with the Contractor.

2.12 DISPUTES/ APPLICABLE LAW

All the disputes arising out of this agreement will be settled in accordance with the provisions of Law governing like disputes and tribal by court of law of The Democratic Socialist Republic of Sri Lanka.

2.13 FURTHER INFORMATION

Any other information or clarification required could be obtained from the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka on any working day, between 0900hrs and 1600 hrs. before the closing date of bids.

Telephone : 011-2572156/011-5750764

Facsimile : 011-2572155

Email : procure@cpstl.lk

3. PARTICULAR CONDITIONS

3.1 NATURE OF THE WORK

Work comprises cleaning of entire sludge pits including removing and disposal of remaining oily water, mud, sand and some debris mixed with petroleum sludge, oil contaminated soil underneath and make the condition of relevant surfaces free from sludge or any other oil contaminated substance for the purposes soil back filling of the area (**not included in the scope of this tender**) for proposed tank construction. Any debris or sludge remaining at local areas after general cleaning of the pits should be further removed and disposed as per the instructions of the Manager (Premises and Engineering Services). Sludge, debris and any other material removed from the cleaning operation should be **disposed in an environmental friendly method** after transporting to a location outside the Oil Installation, Kolonnawa as per the methodology specified by the bidder.

3.2 WORK PLACE

Work to be carried out in Zone 09 at the Oil Installation, Ceylon Petroleum Storage Terminals Limited, Kolonnawa. The Bidder should notice that this contract has to be executed in a Petroleum Installation and the pits to be cleaned contain petroleum sludge.

3.3 PLANT AND MACHINERY

No plant or equipment of the contractor deemed to be exclusively intended for the execution of the work shall be removed from the site without consent in writing of the Engineer during the contract period. In the case of breakdown, the contractor shall remove the plant only after producing a replacement plant to the satisfaction of the Engineer. No extension of time will be considered in such instances.

CPSTL shall not at any time be liable for the loss or damage to any of the said constructional plant or temporary work.

3.4 CONTRACTORS LABOUR

Engineer shall be at liberty to object to and require the contractor to remove forthwith from the work any person employed by the contractor in or above execution of works who, in the opinion of the Engineer, misconduct himself or is incompetent or negligent in the performance of the duties, or whose employee is otherwise considered by the Engineer to be undesirable and such person shall not be employed upon the works without the written permission of the Engineer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the engineer.

3.5 REPORTING

The contractor shall maintain his own log book, site records including the weather conditions, work progress and any record necessary for the execution of the contract and shall produce progress reports with the consultation of the Engineer's representative of the CPSTL from the date of handing over the site.

3.6 FIRE AND SAFETY

The contractor shall adhere to strict safety procedures in screening his work to ensure operational activities of the installation, personnel and equipment are not affected as advised by the Fire & Safety Department of CPSTL. The contractor has no right to claim any delays for the stoppages due to the incorrect procedures adopted.

The work shall conform to the Fire & Safety rules and regulations of CPSTL and contractors personal shall wear personal protective equipment including safety belts when working at high elevations.

3.7 WORKING HOURS

- a) Normal working hours of CPSTL from Monday to Friday is from 0730 hrs. to 1630 hrs.
- b) In the work program Saturday & Sunday also can be considered as a working day. But to on Saturdays& Sundays the contractor is required to obtain prior permission since the offices are normally closed on Saturdays& Sundays.
- c) However, working on statutory holidays and after 1630 hrs. on working days will not be permitted.
- d) Provided always that provision of 4.3 shall not be applicable in the cause of any work which it is customary to attend outside normal working hours and difficult to attend by rotary or double shifts.

3.8 RETENTION MONEY

Retention money is not applicable for this contract.

3.9 WORK PERMITS

Before work of any nature is commenced in any area it is necessary to obtain entry permits, safety certificates and if the work involves sparks or flames also a fire permit from the Fire & Safety Department of the CPSTL, depending on nature of work. All precautions stipulated in these documents must be observed by the contractor and his employees. If the work cannot be completed in the period for which these permits are valid the work shall be discontinued until the permits have been renewed.

3.10 SECURITY AND ENTRY PASSES

Oil Installation, Kolonnawa is considered as a high security zone and all contractors' personnel shall abide by the security regulations prevailing and those which might be enforced as and when necessary due to changes circumstances. All contractor's personnel and their vehicles will be required to obtain gate passes before enter in to the Oil Installation, Kolonnawa. The Bidder is advised to familiarize himself of the security procedures in force within the installation

3.11 INDENIFICATION

The contractor shall, except if and so far as the contract provides otherwise, indemnify the CPSTL against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to:

- a) the permanent use or occupation of land by the works or any part thereof;
- b) the right of the CPSTL to execute the works or any part thereof on, over, under, in or through any land;
- c) injuries or damage to persons or property which are the unavoidable result of the execution or maintenance of the works in accordance with the contract;
- d) injuries or damage to persons or property resulting from any act or neglect of the CPSTL, his agent, servants or other Contractors, not being employed by the Contractor, or for or in respect of any claims proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other Contractors for the damage or injury.

3.12 INSURANCE

- a) Insurance, third party - Minimum amount for third party insurance is Rs. 3,000,000.00
- b) Insurance for contractor's Personal - Minimum amount for Insurance for Contractor's Personnel is 110% of contract value.

The Chairman

Department Procurement Committee

C/o Manager Procurement

Ceylon Petroleum Storage Terminals Limited

Procurement Function

01st Floor, New Building

Kolonnawa, Wellampitiya.

4. SCOPE OF SUPPLY AND TECHNICAL DATA

4.1 SCOPE OF SUPPLY BY CPSTL

Utilities for Work

- a) Electricity, drinking water and any other facility that would be supplied to the contractor to undertake this work would be charged from the contractor as per meter/estimate. The prospective contractor is required to indicate his requirements of power from the CPSTL in his offer for evaluation purposes.
- b) The electrical power supply available to the contractor is 1000 Watts, 400V AC, 4 wire (TPN), 50Hz and will be subjected to following 06 conditions.
 1. The Electrical Section of CPSTL will terminate feeding cable to a suitable circuit isolating and interrupting devices such as a circuit breaker or a switch fuse at convenient location, within 100 ft from the tank shell. This switch gears will remain the property of CPSTL and contractor has no access to it.
 2. It is the responsibility of the contractor to properly connect his main power distribution board to the downstream side of the CPSTL switch gear, in consultation / supervision of Electrical Engineer of CPSTL
 3. Contractor's power distribution board should consist of adequate over current and earth leakage protective device for safety of men and machinery.
 4. It is the responsibility of the contractor to maintain his switch gear and cable network in good, so as to provide, complete safety to men and machinery.
 5. Power supply will be energized after inspection by the Electrical Engineer of CPSTL, provided all requirements in clause (2) and (3) are satisfied.
 6. The whole electrical installation of the contractor should conform to IEE wiring regulations (16th Edition) published by the Institution of Electrical Engineers (I.E.E), London. The safe working voltage for all portable hand lamps and portable hand held tools up to 2 KW should not exceed 110V (only 110 V, 1 Phase center point earth reduced low voltage system is allowed).

4.2. CONTRACTOR'S SCOPE OF SUPPLY

Supply of all equipment, materials and consumables.

- a) **Supply of all consumables such as kerosene or any other chemical for cleaning and removing any sludge, oil stain remaining, and all other consumables necessary for the proper execution of the removal, disposal and cleaning work as specified.**

- b) Supply of all direct requirements of field materials such as fuel, lubrication oil etc. the contractor intends to require at site.
- c) Supply of all equipment such as pumps, excavators, containers and other equipment and vehicle to transport any remaining sludge, screening, and tools where necessary.

4.3 CONTRACTOR'S SCOPE OF WORK AND SPECIFICATIONS

Specification and other details along with terms and conditions and other requirements are as follows:

Removal and disposal liquid sludge in pits

The contractor shall remove, recover liquid sludge and oily water by means of a gully bowser / sludge pump to a suitable bowser and arrange suitable disposal outside the CPSTL Oil Installation in an environmental friendly method as per the proposal in the bid and acceptable to CPSTL. The premises shall not be spoiled, contaminated with oil or sludge and if occurred shall be cleaned at the expense of the contractor.

Removal of semi solid sludge and debris in pits

The contractor shall remove, recover semisolid sludge, debris and any remaining oily water by means of a suitable machinery / sludge pump to a suitable vehicle and arrange suitable disposal outside the CPSTL Oil Installation in an environmental friendly method as per the proposal in the bid and acceptable to CPSTL. The premises shall not be spoiled, contaminated with oil or sludge and if occurred shall be cleaned at the expense of the contractor.

Cleaning of pits including removal and disposal of oil contaminated soil in pits

The contractor shall remove, recover oil contaminated soil, earth and any remaining oily water by means of suitable machinery to a suitable vehicle and arrange suitable disposal outside the CPSTL Oil Installation in an environmental friendly method as per the proposal in the bid and acceptable to CPSTL. The premises shall not be spoiled, contaminated with oil or sludge and if occurred shall be cleaned at the expense of the contractor.

It is a compulsory requirement that the bidder shall possess a valid license for disposal of petroleum sludge from Central Environmental Authority (CEA) or Marine Environment Pollution Authority (MEPA).

Contractor shall obtain prior approval of Manager (P & ES) of CPSTL for the Methodology including machinery and any Chemical or other material used for above operations.

Manager (P & ES) of CPSTL reserves the authority to accept or reject the cleaned and completed site on his observations.

5. PRICE SCHEDULE

Item No	Description	Amount (Rs.)
01	Removal and disposal liquid sludge in pits in Zone 9	
02	Removal of semi solid sludge and debris in pits in Zone 9	
03	Cleaning of pits including removal and disposal of oil contaminated soil in pits in Zone 9	
	Price (Without Taxes) Rs.	
	VAT 8% Rs.	
	Price with Taxes	

I/We agree to carry out the above work at the rates quoted above subject to all terms and conditions stipulated for completion within **six (06) weeks**.

Total contractual amount in Rupees

.....

Percentage of VAT / Amount in Rupees.....

.....

.....

Name and Address of the Bidder :.....
.....
.....

Tel: No :.....

E mail :.....

Signature of the Bidder :.....

Date :.....

6. ANNEXURES

FORM OF BID

The Chairman
Department Procurement Committee
C/o Manager Procurement
Procurement Function
01st Floor, New Building
Ceylon Petroleum Storage Terminals Limited
Oil Installation
Kolonnawa, Wellampitiya.
Dear Sir,

BID FOR THE REMOVAL, DISPOSAL AND CLEANING OF SLUDGE PITS IN ZONE 9 AT CPSTL OIL INSTALLATION, KOLONNAWA- TENDER REFERENCE NO: KPR/.../2020

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for **removal, disposal and cleaning of sludge pits in Zone 9 at CPSTL Oil Installation, Kolonnawa**– Tender Ref No: KPR/21 /2020referred to therein, I/we offer to complete the whole of said
- A-2** Unless & until a formal agreement is engrossed & executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- A-3** I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- A-4** The bid I/we am/are offering is complete and fulfils the technical requirements discussed in the bidding document.
- A-5** I/We agree to abide by this bid **minimum until 15.09. 2020** .Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6** I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.

A-7 I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance security (in case of a bank guarantee) contained in Annexure “C” and confirm our compliance with the said performance security in the event of award of bid.

A-8 I/We affirm that the said works will be completed to **within period specified in Conditions of Contract** from the date receipt of the Purchase Order.

A-9 If our bid is accepted, we commit to accept the COC clause 2.7; Mode of payment.

A-10 I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Department Procurement Committee, Ceylon Petroleum Storage Terminals Limited.

A-11 I/We offer the total price of

..... *[insert total LKR price in figures exclusive Tax]*
..... *[insert total LKR price in words exclusive Tax]*

..... *[insert total LKR price in figures inclusive Tax]*
..... *[insert total LKR price in words inclusive Tax]*)

for the Supply and Installation of Air Conditioners to Ceylon Petroleum Storage Terminals Limited as detailed out in this bidding document and details of the total price is as given in the Schedule of Prices

Dated this day of2020*[insert date of signing]*.

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

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

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

duly authorized to sign bids for and on behalf of

[insert complete name of the bidder]

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

(Common Company Seal)

Witnesses:

1. Signature: 2. Signature:

Name: Name:

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

FORMAT OF BID SECURITY

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

.....

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

Beneficiary: Ceylon Petroleum Storage Terminals Limited

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

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

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

We have been informed that *[insert (by issuing agency) the name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called “the Bidder”) has submitted to you its bid dated *[insert (by issuing agency) date]* (hereinafter called “the Bid”) for **removal, disposal and cleaning of sludge pits in Zone 9 at CPSTL Oil Installation, Kolonnawa** under Tender Reference No: KPR/21/2020 (“the Tender”).

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

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

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

Cont....

This Guarantee shall expire:

- (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to 13.10.2020

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

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

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

Seal (where applicable)

FORMAT OF PERFORMANCE SECURITY

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

.....

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

Beneficiary: Ceylon Petroleum Storage Terminals Limited

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

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

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

We have been informed that *[insert (by issuing agency) name of the Contractor]* (hereinafter called “the Contractor”) has entered into Contract No. KPR/./2018dated *[insert date of bid]* with you ,for **removal, disposal and cleaning of sludge pits in Zone 9 at CPSTL Oil Installation, Kolonnawa** under Tender Reference No: KPR/./2020(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 Contractor, we *[insert (by issuing agency) the name of the issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert (by issuing agency) the amount in figures]* *[insert (by issuing agency) the amount in words]*, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than theday of, 2020*[Insert (by issuing agency) date, twenty eight (28) days beyond the scheduled completion date]* and any demand for payment under it must be received by us at this office on or before that date.

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

.....

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

Seal (where applicable)

FORMAT OF CONTRACT AGREEMENT – KPR/21/2020

THIS CONTRACT AGREEMENT is made and entered into at Colombo on the ..“day of 2020

BY AND BETWEEN

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

WHEREAS the Contractor invited bids for the Supply of certain Goods and ancillary services, viz., **“REMOVAL, DISPOSAL AND CLEANING OF SLUDGE PITS IN ZONE 9 AT CPSTL OIL INSTALLATION, KOLONNAWA”**– Tender Ref No: KPR/.../2020” and has accepted a Bid by the Contractor for the supply of those Goods and Services in the sum of [*insert price in words and figures exclusive VAT & inclusive VAT*](*hereinafter called and referred to as “the Contract Price”*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of the Contract.
 - This Contract Agreement
 - The Conditions of Contract
 - Technical Specifications
 - The Contractors Bid dated [*insert the date of the bid*]
 - Original Price Schedules
 - Letter of Acceptance dated [*insert the date of the letter of acceptance*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Employer hereby covenants to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Employer

For and on behalf of the Contractor

.....

.....

Authorized Signature of the Purchaser

Authorized Signature of the Contractor

.....

.....

In the capacity of

In the capacity of

[insert title or other appropriate designation]

[insert title or other appropriate designation]

(Common Company Seal)

(Common Company Seal)

In the presences of witness:

In the presences of witness:

Name :

Name :

NIC No :

NIC No :

Signature :

Signature :

Address :

Address :

.....

.....

.....

.....

COMPLIANCE / DEVIATIONS SHEET

Please mark “√” if complied with the tender requirement or mark “X” if there is any deviation and indicate the deviation in the cage provided.

S/N	Specification / Condition	Complied	Deviations
01.	Validity Period of Bid as per ITB clause 1.15		
02.	Bid Security as per ITB clause 1.16		
03.	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.17 and Schedule submitted		
04.	Duly filled, stamped & signed Form of Bid as per ITB clause 1.8 and Annexure "A", submitted		
05.	Compliance with Performance Security as per COC clause 2.1, in case of award		
06.	Compliance with Contract Agreement as per COC clause 2.3, in case of award		
07.	Time for Completion as per COC clause 2.4, in case of award		
08.	Compliance with Mode of Payment as per COC clause 2.5, in case of award		
09.	Compliance with other clauses of COC, in case of award		
10.	Valid copy of Certificate of Incorporation issued by the Registrar of Companies in Sri Lanka, ITB clause 1.4, submitted (if applicable)		
11.	Certificate “Form PCA 3” issued by Registrar of Public Contract in accordance with ITB clause 1.4, submitted (if applicable)		
12.	Signature Authorization letter, as per ITB clause 1.7, submitted		
13.	All other documentary requirements/details as requested under this bidding document, submitted		

Signature of the Bidder:

Date:.....

(Common Company Seal)