

**CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

**National Competitive Bidding**

**BIDDING DOCUMENT**

**SUPPLY OF LABOUR FOR CLEANING OF DRAINS, INTERCEPTORS AND CLEARING OF FOLIAGE AT CPSTL OIL INSTALLATION, KOLONNAWA**

**TENDER NO: KPR/ 44 /2020**

**PROCUREMENT FUNCTION**

**CEYLON PETROLEUM STORAGE TERMINALS LTD**

**1<sup>ST</sup> FLOOR, NEW BUILDING**

**OIL INSTALLATION**

**KOLONNAWA, WELLAMPITIYA**

**TEL/FAX : 011-2572155 / 5750764**

**TEL : 011-5750764**

## INVITATION FOR BID

1. The Chairman, Departmental Procurement Committee on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL) will receive sealed Bids for **Supply of Labour for Cleaning of Drains, Interceptors and Clearing of Foliage at CPSTL Oil Installation, Kolonnawa**
2. Interested parties may refer the bidding document (*only for viewing purpose*) and obtain necessary information through the website [www.cpstl.lk](http://www.cpstl.lk).
3. The bidders who are eligible to quote the tender, could obtain the original bidding documents (full set) on submission of a written request (*the request letter shall be on the company letter head and signed by an authorized person*) via an email to [procure@cpstl.lk](mailto:procure@cpstl.lk) during working days from **0900 hrs. to 1400 hrs, from Monday 23<sup>rd</sup> November 2020 till Monday 07<sup>th</sup> December 2020**. Considering bidder's request, Manager Procurement, CPSTL may issue the consent via email for depositing the non-refundable bidding document fee of as stated above, if appropriate.

On receipt of non- refundable bidding document fee to CPSTL account, bidding documents (full set) will be issued by Procurement Function via email.

4. All bidders shall be registered with the Registrar of Companies, under the specialty having the experience given below.
5. Business Registration Required:  
**Specialty : Supply of Labour Services**

Experience Required:

- i. Experience in supply of Labour Services (At least 02 similar valued services successfully completed within last 05 years) and shall be actively involved in the field of supply of Labour services for Reputed Institutions.
  - ii. Documentary evidence for above i and ii shall be submitted along with the bid. The companies which **do not possess required experience** specified in 3 ii above shall be considered as disqualified and such offers will be rejected.
6. Bidders are required to inspect the site by prior appointment of Manager (Premises and Engineering Services) CPSTL and acquaint themselves with the work to be carried out, prior to submitting their tenders as no complaints whatsoever will be entertained once the tenders are opened. All offers should be legibly written/typed in the space provided in the attached Schedule of Prices and submitted in duplicate along with the tender conditions signed by the Bidder.
  7. A pre bid meeting will be held with the prospective parties or their authorized representative/s to clarify any matters relating to the document at **1000 hrs. on Friday 27<sup>th</sup> November 2020** via video conference method. Interested parties shall send their request to participate the pre bid meeting to email [procure@cpstl.lk](mailto:procure@cpstl.lk) at or before **1400 hrs. on Thursday, 26<sup>th</sup> November 2020**, in order to send the link to video conference.
  8. Bids shall be valid up to **08.03.2021**.

9. Bids must be accompanied by a bid security for a **minimum sum of Seventy Five Thousand Sri Lankan Rupees) LKR 75,000.00 (in the form of a Bank Guarantee or a Bank Draft obtained from a commercial bank with the authority of a License issued by the Monetary**

**Board (Central Bank) of Sri Lanka** and payable to the Ceylon Petroleum Storage Terminals Limited.

10. Bid Security shall be valid up to **05.04.2021** and beyond any extension subsequently requested.
11. Any of the following party who wishes to submit a bid, shall register himself at the Department of Registrar of Companies [www.drc.gov.lk](http://www.drc.gov.lk) (e-ROC) as per the Public Contracts Act, No. 03 of 1987 for every public contract value exceeding Sri Lankan Rupees **Five million (LKR 5,000,000)**.
  - i. An agent, sub-agent, representative or nominee must be registered **prior to the closing of the Bid/Tender**.
  - ii. If the tender applicant and the tenderer is the same party he must be registered prior to the **award of the tender**.
12. Deadline for submission of Bids shall be **1400 hrs 08.12.2021**
13. Bids shall be submitted on the bidding document obtainable from Procurement Function and duly filled bidding documents may be sent by post/courier under registered cover or sealed cover to **reach** the Chairman, Department Procurement Committee, C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01<sup>st</sup> Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. on Tuesday 08<sup>th</sup> December 2020**.
14. In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bidding documents in PDF format via email to [tenders@cpstl.lk](mailto:tenders@cpstl.lk) to reach on or before **1400 hrs. on Tuesday 08<sup>th</sup> December 2020**, at their own discretion. However, the original bid document shall be securely kept to be submitted to the Manager Procurement when requested.
15. **Bids will be closed at 1400 hrs. on Tuesday 08<sup>th</sup> December 2020** and will be opened immediately thereafter at the office of Manager (Procurement). Due to the prevailing COVID-19 pandemic situation in the country, the authorized representatives of the bidders may allow to participate / witness the tender opening procedure via video conferencing method.
16. Bidders should note that all personnel who engage with janitorial and landscaping work at Oil Installation premises must possess valid police clearance certificates and produce those to Security Function of CPSTL to obtain entry passes.
17. For further details or clarifications, Bidders may contact Manager Procurement, Procurement Function, CPSTL, Oil Installation, Kolonnawa. Tel. No. 011-2572156.

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

Date : .....

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**1. INSTRUCTIONS TO BIDDERS  
(ITB)**

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## 1. INSTRUCTIONS TO BIDDERS (ITB)

### 1.1 INTRODUCTION

The Chairman, Department Procurement Committee (minor) (DPC), on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka will receive sealed bids from eligible Parties / Companies for **Supply of Labour for Cleaning of Drains, Interceptors and clearing of Foliage at CPSTL Oil Installation, Kolonnawa** conforming to the terms, conditions & specifications given under this bidding document.

The successful Bidder shall supply **twenty (20 nos.) labourers and two (02 nos.) supervisors with tools and equipment** required for attending the Cleaning of Drains, Interceptors and clearing of Foliage at premises of CPSTL Oil Installation, Kolonnawa for a period of **one year** and bidder shall supply the personal protective equipment for the labourers and supervisors to comply the safety requirements of CPSTL.

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.

Additional services provided by the bidder not covered in this bidding document, shall be stated clearly. If no exceptions are stated, the DPC would assume that bidder conforms to most stringent conditions of the bidding document.

The bidder shall bear all costs associated with the preparation and submission of 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 for Bids” will be rejected.

The work site for the proposed labour deployment is situated within and outskirts of CPSTL Oil Installation, Kolonnawa. Prior to submitting a bid, bidders shall familiarize themselves with the site conditions, entry permission requirements, security restrictions, 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), Premises and Engineering Services Function at CPSTL Oil Installation, Kolonnawa (Tel. No. 011- 2572157, Fax No : 011-2547350) 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 fee for the entire supply of labour 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

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

The bidders who are eligible to quote the tender, could obtain the original bidding documents (full set) on submission of a written request (*the request letter shall be on the company letter head and signed by an authorized person*) via an email to [procure@cpstl.lk](mailto:procure@cpstl.lk) during working days from **0900 hrs. to 1400 hrs, from Monday 23<sup>rd</sup> November 2020 till Monday 07<sup>th</sup> December 2020**. Considering bidder’s request, Manager Procurement, CPSTL may issue the consent via email for depositing the non-refundable bidding document fee of as stated above, if appropriate.

On receipt of non- refundable bidding document fee to CPSTL account, bidding documents (full set) will be issued by Procurement Function via email.

## **1.4 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION**

Bidder shall produce a valid copy of the certificate of incorporation/business registration issued by the respective authority together with the bid.

Any of the following party who wishes to submit a bid, shall register himself at the Department of Registrar of Companies [www.drc.gov.lk](http://www.drc.gov.lk) (e-ROC) as per the Public Contracts Act, No. 03 of 1987 for every public contract value exceeding Sri Lankan Rupees **Five million (LKR 5,000,000)**.

i. An agent, sub-agent, representative or nominee must be registered **prior to the closing of the Bid/Tender**.

ii. If the tender applicant and the tenderer is the same party he must be registered prior to the **award of the tender**.



However, this registration will be verified by CPSTL at the preliminary evaluation of bids. in case of failure to meet this legal requirement, the bid shall be rejected.

Contact details of the registrar: department of registrar of companies, "Samagam Medura", no. 400, D R Wijewardena Mawatha, Colombo 10 / tel.: +94-11-2689208 / +94-11-2689209 / email: registrar@drc.gov.lk (contact details may vary from actuals & CPSTL does not take any responsibility in this regard)

### **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.

#### **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, Quality, Standards & Efficiency / Rating, etc.)
2. Previous experience of the bidder and past records of the work carried out for last two (02) years together with employer details.
3. Financial particulars for last two years. (2018,2019)
4. 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 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 "BID FOR THE SUPPLY OF LABOUR FOR CLEANING OF DRAINS, INTERCEPTORS AND CLEARING OF FOLIAGE AT CPSTL OIL INSTALLATION, KOLONNAWA - KPR/44/2020 – CLOSING DATE: 08.12. 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**

**01<sup>st</sup> Floor, New Building  
Ceylon Petroleum Storage Terminals Limited  
Kolonnawa, Wellampitiya.**

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

Multiple bids/options from same manufacturer also should be submitted as separate bids on separate sets of bidding documents purchased from CPSTL for such purpose with separate bid securities.

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.

The clarifications can be made through email address [procure@cpstl.lk](mailto: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 THE SUPPLY OF LABOUR FOR CLEANING OF DRAINS, INTERCEPTORS AND CLEARING OF FOLIAGE AT CPSTL OIL INSTALLATION, KOLONNAWA KPR/44 /2020 – CLOSING DATE: 08.12.2020**”, 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 AMENDEMENTS/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](mailto:procure@cpstl.lk), not later than ten (10) days prior to the closing date of tender 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 tender 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 the tender.

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 THE SUPPLY OF LABOUR FOR CLEANING OF DRAINS, INTERCEPTORS AND CLEARING OF FOLIAGE AT CPSTL OIL INSTALLATION, KOLONNAWA – KPR/44./2020 – CLOSING DATE: 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 also may be sent by email to [tenders@cpstl.lk](mailto:tenders@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 deem 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  
Department Procurement Committee  
C/o Manager Procurement  
Procurement Function  
01<sup>st</sup> Floor, New Building**

**Ceylon Petroleum Storage Terminals Limited  
Kolonnawa, Wellampitiya.**

**not later than 1400 hrs. on 08.12.2020** or could deposit in the tender box kept at the main entrance of CPSTL.

In case the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bidding documents in pdf format via email to [tenders@cpstl.lk](mailto:tenders@cpstl.lk) to reach on or before **1400 hrs. on 08.12.2020**, subject to following conditions.

1. Submission of the bid via email is at own discretion of the bidder.
2. The title and the closing date of the tender shall be indicated as the subject of the email.
3. Size of an email (with attachment) shall be limited to the maximum of 20 MB. In case the size of an attachment exceeds 20 MB, the bidder is requested to split the attachments and send as separate emails (i.e. 01 of 03, 02 of 03 etc.,).
4. Do not CC/BCC to any other official/personal email IDs of CPSTL staff. Bids sent to any other email IDs are strictly not entertained.
5. However, the original bid shall be sent to CPSTL prior to finalize the technical evaluation.

Bids will be closed at **1400 hrs. on 08.12. 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 right 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 will 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  
01<sup>st</sup> Floor, New Building  
Oil Installation  
Kolonnawa, Wellampitiya  
Sri Lanka.

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 via video conference method. 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 08.03. 2021**. 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 will 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 a minimum sum of Seventy Five Thousand Sri Lankan Rupees (LKR 75,000.00)**

Also bidders could deposit money to the CPSTL Cashier as the bid security **for a minimum sum of Seventy Five Thousand Sri Lankan Rupees (LKR 75,000.00).**

The Bid Security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **minimum until 05.04. 2021.**

**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 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, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya,.

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**2. CONDITIONS OF CONTRACT  
(COC)**

## 2. CONDITIONS OF CONTRACT (COC)

### 2.1 SCOPE OF WORK

The successful Bidder shall adhere to the safety and security regulations of CPSTL, in Supplying of Labour for Cleaning of Drains, Interceptors and Foliage, and any damage caused to CPSTL during operations shall be repaired at bidder's own expense. The conditions in 4.1,4.2 and 4.3 shall be adhered by the successful Bidder

### 2.2 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 05% of the total contract value (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 05% of the total contract value (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 favor 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.

### **2.3 ADVANCE PAYMENT**

The bidder shall not be entitled for any advance payment under this contract.

### **2.4 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”.

### **2.5 PERIOD OF CONTRACT**

The **Supply of Labour for Cleaning of Drains, Interceptors and clearing of Foliage at CPSTL Oil Installation, Kolonnawa** shall be for a period of one year.

### **2.6 MODE OF PAYMENT**

Payment for the supply of labourers and supervisors shall be made in Sri Lankan Rupees, on monthly basis (calculated on daily rates and based on attendance records) on successful performance of relevant work in relevant location. Payment will be made within thirty (30) days on completion of work in each month at CPSTL, Oil installation, Kolonnawa.

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

### **2.7 PENALTY ON ABSENTEESM**

If the contractor fails to supply the required labourers and supervisors on each day a penalty of Rs. 1000.00 shall be applied for non-attendance and the total penalty amount shall be deducted from the contractor's monthly payment.

### **2.8 DEFAULTS BY CONTRACTOR**

If for any reason, in the opinion of CPSTL, the Contractor becomes incapable or unable to supply the entire service 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 or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the supply of service according to the terms and conditions, 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, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka on any working day, between 0900 hrs and 1600 hrs. before the closing date of the tender.

Telephone : 011-2572156/011-5750764

Facsimile : 011-2572155

Email : [procure@cpstl.lk](mailto:procure@cpstl.lk)

### **3. PARTICULAR CONDITIONS**

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### **3. PARTICULAR CONDITIONS**

#### **3.1 NATURE OF THE WORK**

Work comprises supply of 20 nos. labourers and 02 nos. supervisors for Cleaning of Drains, Interceptors and clearing of Foliage at CPSTL Oil Installation, Kolonnawa. The Oil Installation, Kolonnawa consist of petroleum product storage tanks, pipelines, gantries which contain flammable products and it is the responsibility of the contractor to adhere to the fire and safety regulations of the CPSTL. Further, the Oil Installation, Kolonnawa is a highly vulnerable location with respect to security concerns and the contractor shall comply to security regulations of the CPSTL.

#### **3.2 WORK PLACE**

Work to be carried out 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.

#### **3.3 PLANT AND MACHINERY**

No machinery, equipment or tool 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 manager ( P & ES) during the contract period. In the case of breakdown the contractor shall remove the machinery, equipment or tool only after producing a replacement to the satisfaction of the manager ( P & ES).

CPSTL shall not at any time be liable for the loss or damage to any of the said machinery, equipment or tool of the contractor.

#### **3.4 CONTRACTORS LABOUR**

Manager ( P & ES) 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 the manager ( P & ES), misconduct himself or is incompetent or negligent in the performance of the duties, or whose employee is otherwise considered by the manager ( P & ES) to be undesirable and such person shall not be employed upon the works without the written permission of the manager ( P & ES). Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the manager (P & ES).

#### **3.5 REPORTING**

The contractor shall maintain his own log book to keep records including the weather conditions, work carried out and any record necessary for the execution of the contract and shall produce details when requested, by the Manager (Premises and Engineering Services) of CPSTL.

#### **3.6 FIRE AND SAFETY**

The contractor shall ensure that the deployed labourers shall adhere to strict safety procedures in attending 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 deployment of labourers for work shall be in accordance to the Fire & Safety rules and regulations of CPSTL and deployed labourers shall wear adequate personal protective equipment (PPE)

### **3.7 WORKING HOURS**

- a) Normal working hours of CPSTL from Monday to Friday is from 0730 hrs. to 1645 hrs.
- b) The supply of labour and supervision shall be 5.5 working days per week except for public holidays and poya days. Working time shall be from 0800 hrs. to 1600 hrs. inclusive of 1 hour lunch period.
- c) Working on statutory holidays and after 1645 hrs. on working days will not be permitted.

### **3.8 RETENTION MONEY**

Retention money is not applicable for this contract.

### **3.9 WORK PERMITS**

Work permits are not applicable for this contract.

### **3.10 SECURITY AND ENTRY PASSES**

Oil Installation, Kolonnawa is considered as a high security zone and all contractor's 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 arisen 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 there of;
- 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. 2,000,000.00
- 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**

**01<sup>st</sup> Floor, New Building**

**Kolonnawa, Wellampitiya.**

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#### **4. SCOPE OF SUPPLY**

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## **4. SCOPE OF SUPPLY**

### **4.1 SCOPE OF SUPPLY BY CPSTL**

Utilities

- a) A location (room) within the CPSTL premises will be provided for changing clothes.
- b) Drinking water will be provided to the workers from CPSTL common water lines free of charge.
- c) Water for jobs under the scope of work would be supplied by CPSTL.
- d) Electricity (if needed) would be supplied by CPSTL.

### **4.2. CONTRACTOR'S SCOPE OF SUPPLY**

Supply of all labour, equipment and tools.

- a) Supply of 20 nos. labourers, equipment, tools required for attending cleaning of drains, interceptors and clearing of foliage.
- b) Supply of two nos. supervisors for work supervision and coordination.
- c) Supply of all direct requirements of field materials such as fuel, lubrication oil etc. the contractor intends to require at site.
- d) Supply of all equipment such as pumps and other equipment and vehicle to transport any remaining sludge, screening, scaffolding material and planks and tools where necessary.

### **4.3 CONTRACTOR'S SCOPE OF WORK AND SPECIFICATIONS**

The successful Bidder shall adhere to the safety and security regulations of CPSTL, in scope of work, and any damage caused to CPSTL shall be repaired at bidder's own expense.

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

Supply of Labour for Cleaning of Drains, Interceptors and clearing of Foliage at CPSTL Oil Installation, Kolonnawa

- a) Cleaning of drains
  - a. The cleaning shall be carried out at location directed by Manager (premises and Engineering Services) in Tank farms or common areas as required
  - b. The waste generated from cleaning of drain lines should be transported to locations within the premises as directed by Manager (premises and Engineering Services)
- b) Cleaning of Interceptors
  - a. Interceptors are situated within the CPSTL Oil Installation premises, Kolonnawa. Those should be cleaned (wall, bottoms and connected pipe lines to pre-agreed extend) as per the directions of

Manager (premises and Engineering Services) including removing remaining oily water, fuel oil traces, scales, sludge, sand mixed with fuel oil and any other material.

- b. Removing of the oily water, chemical or any other liquid or solid material resulted from the cleaning operation and remaining on tank bottom and other cleaned surfaces.
- c. Site cleaning and transporting of sludge and any other material removed from the tank as a result of the tank cleaning to the location designated by Manager (premises and Engineering Services)

Contractor shall obtain prior approval from Manager (premises and Engineering Services) of CPSTL for the Methodology and any Chemical or other material used for above operations.

c) Clearing of Foliage

- a. cleaning and removing foliage entangled in fences, walls etc.
- b. Cutting, uprooting and removing of grass in identified areas
- c. Cutting, uprooting and removing small plants on perimeter fencing and walls as required
- d. Removed cut foliage shall be transported to location designated by Manager (premises and Engineering Services)

## **5. PRICE SCHEDULE**

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## 5. PRICE SCHEDULE

### 5.1 Supply of Labour for Cleaning of Drains, Interceptors and clearing of Foliage at CPSTL Oil Installation, Kolonnawa

Item No	Description	Qty.	Unit	Rate (Rs.)	Amount (Rs)
<b>A</b>	<b>Supply of Labour</b>				
<b>A.1</b>	<b>Labour Charges for 20 Nos. at Rs. ....Per labourer per day</b>	<b>23</b>	<b>days</b>		
<b>B</b>	<b>Supply of Supervisors</b>				
<b>B.1</b>	<b>Supervisor Charges fo 2 Nos. at Rs, .....Per supervisor per day</b>	<b>23</b>	<b>days</b>		
<b>C</b>	<b>Supply of Tools and Equipment</b>				
<b>C.1</b>	<b>Tools and Equipment Charges</b>	<b>1</b>	<b>item</b>		
<b>D</b>	<b>Overhead charges</b>	<b>23</b>	<b>days</b>		
<b>TOTAL</b>					
<b>Total charges for one month</b>					
<b>Total charges for one year</b>					
<b>VAT ( 8 % )</b>					
<b>Total with VAT</b>					

I/We agree to supply the service at the rates quoted above subject to all terms and conditions stipulated

For the period of one year

Total contractual amount in

Rupees

.....  
 .....

Percentage of VAT / Amount in

Rupee

.....  
 .....

Name and Address of the

Bidder : .....

.....

.....

Signature of the Bidder : .....

Date : .....

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## 6. ANNEXURES

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**FORM OF BID**

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

Dear Sir,

**BID FOR THE SUPPLY OF LABOUR FOR CLEANING OF DRAINS, INTERCEPTORS, AND FOLIAGE AT CPSTL OIL INSTALLATION - KOLONNAWA - BID REFERENCE NO: KPR/44/2020**

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for **the supply of labour for cleaning of drains, interceptors and foliage at CPSTL Oil Installation - Kolonnawa** – Bid Ref No: KPR/44/2020 referred 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 fulfills the technical requirements discussed in the bidding document.
- A-5** I/We agree to abide by this bid **minimum until 08.03.2021**. 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 service will be provided **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.

Cont....



**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]*

for the supply of labour for cleaning of drains, interceptors and foliage at CPSTL Oil Installation - Kolonnawa as detailed out in this bidding document and details of the total price is as given in the Schedule of Prices

Dated this ..... day of .....2020 *[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 **the supply of labour for cleaning of drains, interceptors and foliage at CPSTL Oil Installation – Kolonnawa** under Bid Reference No: KPR/./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.

This Guarantee shall expire:

- (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ..... *[insert (by issuing agency) the date (minimum requirement: until ..” ..... 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/./2020 dated ..... *[insert date of bid]* with you ,for **the supply of labour for cleaning of drains, interceptors and foliage at CPSTL Oil Installation - Kolonnawa** under Tender Reference No: KPR/./2018 (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 the .....day 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)**

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**FORMAT OF CONTRACT AGREEMENT – KPR/./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., **“THE SUPPLY OF LABOUR FOR CLEANING OF DRAINS, INTERCEPTORS AND FOLIAGE 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*]

**Cont....**

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the 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 Purchaser**

**For and on behalf of the Contractor**

.....  
Authorized Signature of the Purchaser

.....  
Authorized Signature of the Contractor

.....  
In the capacity of  
*[ insert title or other appropriate designation ]*

.....  
In the capacity of  
*[ 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 : .....

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**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.

<b>S/N</b>	<b>Specification / Condition</b>	<b>Complied</b>	<b>Deviations</b>
<b>01.</b>	Validity Period of Bid as per ITB clause 1.15		
<b>02.</b>	Bid Security as per ITB clause 1.16		
<b>03.</b>	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.17 and Schedule submitted		
<b>04.</b>	Duly filled, stamped & signed Form of Bid as per ITB clause 1.8 and Annexure "A", submitted		
<b>05.</b>	Compliance with Performance Security as per COC clause 2.2, in case of award		
<b>06.</b>	Compliance with Contract Agreement as per COC clause 2.5, in case of award		
<b>07.</b>	Time for Completion as per COC clause 2.6, in case of award		
<b>08.</b>	Compliance with Mode of Payment as per COC clause 2.6, in case of award		
<b>09.</b>	Compliance with other clauses of COC, in case of award		
<b>10.</b>	Valid copy of Certificate of Incorporation issued by the Registrar of Companies in Sri Lanka, ITB clause 1.4, submitted (if applicable)		
<b>11.</b>	Certificate “Form PCA 3” issued by Registrar of Public Contract in accordance with ITB clause 1.4, submitted (if applicable)		
<b>12.</b>	Signature Authorization letter, as per ITB clause 1.7, submitted		
<b>13.</b>	All other documentary requirements/details as requested		

under this bidding document, submitted		
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Signature of the Bidder: ..... Date:.....

**(Common Company Seal)**

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