



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

NATIONAL COMPETITIVE BIDDING

HIRING OF WORK BOAT - 2023

BID NO: KPR/51/2022

**THE CHAIRMAN, DEPARTMENT PROCUREMENT COMMITTEE
C/O MANAGER PROCUREMENT,
CEYLON PETROLEUM STORAGE TERMINALS LTD,
1ST FLOOR, NEW BUILDING,
OIL INSTALLATION,
KOLONNAWA, WELLAMPITIYA,
SRI LANKA.**

**FAX : 011-2572155
TEL : 011-5750764
E-Mail : procure@cpstl.lk
DATE : 2022.11.28**



INVITATION FOR BIDS

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BID FOR THE HIRING OF WORK BOAT 2023

TENDER REF: KPR/51/2022

The Chairman, Department Procurement Committee on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, hereby invites sealed bids from eligible bidders for the **Hiring of Work Boat 2023**.

Interested parties may refer the tender document and obtain necessary information through the CPSTL website; <http://www.cpstl.lk/cpstl/tenders> and the original bidding documents in English language (full set) could be purchased from the undersigned on submission of a written request, during working days between **0900 hrs and 1400 hrs. up to 12.12.2022**, upon payment of a non-refundable bidding document fee of **Five Thousand Sri Lanka Rupees (LKR 5,000.00)** per set to the Cashier, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya. Bidders are requested to inspect the bidding document prior to purchase and once it is purchased, bidding document fee is not refundable for any reason whatsoever.

Duly filled bids may be sent by post/courier under registered cover or sealed cover to reach the following address or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. on 13.12.2022**. Late bids will be rejected.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bids in **PDF format** via email to tenders@cpstl.lk to reach on or before **1400 hrs. on 13.12.2022**, at their own discretion. The original bid document shall be securely kept to be submitted to the Manager Procurement when requested, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

Bids will be closed at 1400 hrs. on 13.12.2022 and will be opened immediately thereafter at the office of Manager (Procurement). An authorized representative of the bidders may allow to participate/witness the bid opening.

Bids shall be valid up to 28.02.2023 from the date of opening of the bid.

All bids must be accompanied by a **bid security of Sri Lanka Rupees Two Hundred Thousand (LKR 200,000.00), which shall be valid until 28.03.2023**

Any of the interested parties who wishes to submit a bid, shall register himself at the Department of Registrar of Companies 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).

Clarifications (if any) shall be sought from the Manager Procurement on **Tel: +94-11-2572156/ +94-11-5663121, Fax: +94-11-2572155, Email: procure@cpstl.lk.**

**The Chairman
Department Procurement Committee
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa
Wellampitiya**

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1.0 INSTRUCTION TO BIDDERS

1.1 SCOPE OF WORK

The Chairman, Department Procurement Committee, (minor) on behalf of the Ceylon Petroleum Storage Terminals Limited, Manager (Procurement), Procurement Function, 01st Floor, New Building, Kolonnawa, will receive sealed Bids from owners of sea going work boats for the “**Hiring of Work Boat 2023**” as per the specifications given in Annexure “A” to provide transportation of CPSTL/ Affiliated personnel and goods within the port of Colombo from Guide Pier to the Dolphin Tanker Berth (DTB) at Island Breakwater and Vice Versa for a **period of 12 months (approximately 250 running hours & 350 standby hrs /month)** effective from **01.01.2023**. (Possible to extend period of contract up to further one year subject to satisfactory service provided by successful contractor)

1.2 ISSUE OF BIDDING DOCUMENT :

Bidding Documents could be obtained on submission of a written request on company letter head, during working days from **0900 hrs to 1400 hrs. from 28.11.2022 till 12.12.2022**. Upon payment of a nonrefundable bidding document fee of **Five Thousand Sri Lankan Rupees (LKR 5,000.00)** per set to the Cashier, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya,

Bidding document consists of the following:

- a) Instructions to the bidders (ITB) 1.0
- b) Conditions of Contract 2.0
- c) Specifications 3.0
- d) Annexures (A-F) 4.0

1.3 DOCUMENTS & DETAILS TO ACCOMPANY BID :

All bids shall contain adequate particulars in respect of the work boat offered. The bidders must send all the required information 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.

1.3 Section (A)

- a) Schedule of Prices as per **Annexure “A”**.
- b) Records for the last **five years** on similar magnitude or higher in providing similar service together with documentary evidence such as supply details.
- c) Duly completed & signed Form of Bid as per **Annexure “B”**.
- d) Duly completed & signed Form of Bid Security as per **Annexure “C”**.
- e) Duly completed signed specification of work boat as per section 03
- f) Bid validity period, as per the bid.
- g) Valid Certified true copy of Certificate of Seaworthiness issued by the Director, Merchant Shipping

1.3 Section (B)

- a) Copy of Business Registration
- b) **Proof of Public Contract Registration** - as per ITB clause 1.8 (*if applicable*) (CPSTL will verify the registration in the e-ROC system, whether or not submitted the PCA-03 certificate)
- c) Detailed profile of the Company of the bidder.
- d) Signature authorization – Authorization letter from the company (bidder) authorizing the signatory for signing the Bid on behalf of the bidder.
- e) Copy of receipt of the non-refundable cash deposit.
- f) Duly completed signed Compliance / Deviation document (**Annexure “E”** of the Bid document) confirming that specification and requirements given in **section 3** are complied with the work boat offered by the bidder.

NB.

Successful bidder must also submit a valid license issued by Sri Lanka Port Authority (SLPA) to operate the work boat inside the port within one (01) month of such notification from CPSTL.

1.4 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

The bidder may modify, substitute or withdraw his/her bid after submission, provided that written notice of the modification, substitution or withdrawal is received by CPSTL, prior to the deadline prescribed for bid submission.

The modification or substitution shall be prepared, sealed, marked and dispatched 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/her 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 - OF HIRING OF WORK BOAT 2023- KPR/51/2022 – CLOSING DATE: 13.12.2022**”

A bidder wishing to withdraw his/her bid shall notify DPC, CPSTL in writing by post or by hand at the address which is indicated in ITB clause 1.2, prior the deadline for submission of bids. The notice of withdrawal shall bear the name of the bid and the words “**BID WITHDRAWAL NOTICE**”.

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.

1.5 FORMAT & SIGNING OF BID

The bidder shall prepare an original and a duplicate of the bid specified above, clearly marking as, **HIRING OF WORK BOAT 2023- KPR/51/2022 – CLOSING DATE: 13.12.2022** original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.

The original and duplicate of the bids shall be typed or written in the indelible ink and 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 initialed by the person signing the bid.

Any inter lineation, erasers or insertion shall be valid only if they are initialed by the person signing the bid. All corrections shall be very clear and no overwriting shall be accepted.

1.6 SUBMISSION OF BID

Bids shall be submitted on the bidding document obtainable from Procurement Function and the bidders shall quote their prices in the annexed "Schedule of Prices" and forward same in duplicate. 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 marked **HIRING OF WORK BOAT 2023 -Bid No: KPR/51/2022 Closing Date: 13.12.2022** on the top left-hand corner, and addressed to the Chairman, Departmental Procurement Committee, Procurement Function, 01stFloor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wallampitiya, Sri Lanka.

Bidder may submit an alternative offer/s; however the bidder shall submit such bids in separate sets of original documents obtained from the procurement Function, Ceylon Petroleum Storage Terminals Limited, Kolonnawa. No document shall be copied for the purpose of submitting alternative offer/s. Each offer should be submitted with all the required documents separately as per the original bid and should be marked as "ALTERNATIVE OFFER - to **HIRING OF WORK BOAT 2023 -Bid No: KPR/51/2022 Closing Date: 13.12.2022** on the top left hand corner. Failure to furnish required documents along with the alternative offer/s may lead to rejection of the offer.

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 to reach on or before **1400 hrs. on 13.12.2022**, at their own discretion. However, the original bid document shall be securely kept to be submitted to the Manager Procurement when requested.

1.7 CLOSING & OPENING OF BID

- a) Bids, enclosed, sealed marked & addressed as aforesaid, should be sent under registered cover or sealed cover to reach the Chairman, Department Procurement Committee, not later than **1400 hrs. on 13.12.2022** or could deposit in the Tender Box provided for this purpose at the Office of Manager (Procurement), Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka.

Bids will be closed at **1400 hrs. on 13.12.2022** and open immediately thereafter at Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka.

Due to the current pandemic situation in the country, the authorized representatives of the bidders are allowed to participate/witness the bid opening procedure via video conferencing method.

- b) **Late Bids**
Any Bid received after the closing time for submission of Bid will be rejected and returned unopened to the Bidder.

1.8 BUSINESS REGISTRATION & PUBLIC CONTRACT REGISTRATION

Any of the following party who wishes to submit a bid, shall register himself at the Department of Registrar of Companies www.dre.gov.lk (e-ROC) as per the public

contracts Act, No 3 of 1987 for every public contract value exceeding Sri Lanka Rupees Five Million (**LKR 5,000,000.00**).

- A An agent, sub-agent, representative or nominee must be registered prior to the closing of the **BID Tender**.
- B 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 / E-mail: registrar@drc.gov.lk. (Contact details may vary from actual & the DPC does not take any responsibility in this regard).

1.9 MINIMUM VALIDITY PERIOD OF BIDS

- a) All bids should be valid **until 28.02.2023** Bidders should however, clearly indicate the maximum period that their offer would be valid.
- b) A bid valid for a shorter period shall be rejected by the CPSTL as non-responsive. In exceptional circumstance, prior to expiry of the period of validity of bid, the CPSTL may request that the bidders extend the period of validity for a specified additional period.
- c) All the prices indicated in the Schedule of Prices shall be firm & shall not be subject to any price variation within the validity period of offer specified in (a) above.
- d) On acceptance of the offer, prior to expiry of the period of validity of bid, the validity of offer should be extended for purposes of issuing a Purchase order and other required documentation if required.

1.10 BID SECURITY

Each bid should 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 in the form of a Bank Draft or a Bank Guarantee issued by a reputed Commercial Bank with the authority of a licence issued by Monetary board (Central Bank of Sri Lanka), and cash payable to the Ceylon Petroleum Storage Terminals Limited, for a minimum sum of **Sri Lankan Rupees Two Hundred thousand (Rs. 200,000.00)**.

*If the Bidder wishes to submit alternative offers from same organization for **HIRING OF WORK BOAT 2023** such alternative offers should be submitted with separate Bid Security.*

The Bid Security should be **valid until 28.03.2023** a form of Bid Security is attached, **Annexure "C"**.

Failure to submit the Bid Security at the time or before the closing of the Bids and in accordance with the said requirements will result in the Bid being rejected. Bid Securities of the unsuccessful Bidders will be returned to them only after award of the tender to the successful Bidder. The Bid Security of the successful Bidder will be returned after receipt of the Performance Security.

1.11 FORM OF BID

Bidders should declare that they have read the Conditions and that they make the offer 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. A Form of Bid –**Annexure “B”** is attached.

Form of Bid not submitted on the prescribed form and in the manner required are liable for rejection

1.12 SCHEDULE OF PRICES

- a) Schedule of Prices shall be in the form of the **Annexure “A”** given in the document. Bidders are required to duly sign and return the Schedule of Prices marked **Annexure “A”**.
- b) Bids not submitted on the prescribed form and in the manner required are liable for rejection.

1.13 CORRECTIONS OF ERROR

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

- a) Where the discrepancy is between the amount in figures and the amount in words, the amount in words will prevail.
- b) Where the discrepancy is between unit rate and the line total, resulting from multiplying the unit rate by the quantity,
 - 1. The unit rate as quoted will govern.
 - 2. Unless in the opinion of the Chairman, Department Procurement Committee/ TEC there is an obvious gross misplacement of the decimal point in the rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- c) The amount stated in the Bidding Document is adjusted in accordance with the above procedure with the concurrence of the Bidder shall be considered as binding upon the Tender. If the bidder does not accept the corrected amount of bid, his bid will be rejected.

1.14 EVALUATION OF BIDS

- a) All the offers along with the required documents will be evaluated by a Technical Evaluation Committee to determine the eligibility of responded Bidders and substantial responsiveness of Bids received. Substantially responsive Bid is one, which conforms to the terms & conditions and specifications of the Bidding Document. Incomplete Bids will be rejected.
- b) The Ceylon Petroleum Storage Terminals 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 work boat offered by the bidder will be physically inspected by the TEC members. The only work boats which are satisfactory to the TEC after physical inspection will be considered for evaluation. The date of inspection will be notified to the bidder in advance by the Manager (Procurement).

1.15 POWER TO ACCEPT OR REJECT OFFERS

- a) The Department Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- b) The “CPSTL” Department Procurement Committee reserves the right to reject any or all Bids, or any part thereof without adducing any reasons.

1.16 AWARDING CRITERIA

Subject to ITB clauses 1.14, 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.

1.17 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 supplier.

1.18 CONTRACT NOT TO BE SUBLET

No part of the contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by the Contractor, directly or indirectly to any firm or corporation whatsoever.

1.19 NOTICE OF ACCEPTANCE

Acceptance of bid will be confirmed by fax /e-mail to the successful bidder to the address given by him, soon after the receipt of the Department Procurement Committee decision. Any change of address of the bidder should be promptly notified to;

**THE CHAIRMAN
DEPARTMENT PROCUREMENT COMMITTEE
C/O MANAGER PROCUREMENT
01ST FLOOR, NEW BUILDING
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,
OIL INSTALLATION, KOLONNAWA
WELLAMPITIYA.**

2.0 CONDITIONS OF CONTRACT

2.1 PERFORMANCE SECURITY

- a) The successful Bidder, on being notified by the Ceylon Petroleum Storage Terminals Limited of the acceptance of his Bid, shall within fourteen (14) days of such notification, furnish at his own expense a Performance Security or **bank draft** issued by a recognized Commercial Bank with the authority of a license issued by Monetary board (Central Bank of Sri Lanka), in a sum equivalent to 10% of the total contract value (inclusive of taxes) of the accepted Bid. The Performance Security shall be in accordance and in the form given in **Annexure “D”**.
- b) If the successful Bidder fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting Contractors. Ceylon Petroleum Storage Terminals Limited, 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 Bidder.
- c) 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 the Ceylon Petroleum Storage Terminals Limited, may sustain in consequence of such failure, and the Bid Security shall be forfeited.
- d) **Form of Agreement (Annexure “F”)** will be signed only after the receipt of the **Performance Security**. The Performance Security shall be in favor of the Ceylon Petroleum Storage Terminals Limited and shall be valid for a period of not less than 13 Months from the date of letter of award.

2.2 DELIVERY & MODE OF PAYMENT

Upon the confirmation of the award to the successful bidder, he is bound to place the work boat to the required location as per the instructions given by an authorized officer from CPSTL.

Monthly Payment will be made on pro-rata basis and forty-five (45) days after the receipt of Invoice to CPSTL.

Any advance payment term requiring will not be acceptable to CPSTL.

2.3 DEFAULTS BY SUCCESSFUL BIDDER

- a. A Bid is liable to be rejected forthwith if it is submitted by a Bidder who has, in the past, failed to perform satisfactorily his obligation in accordance with the Terms and Conditions of his contract with the Ceylon Petroleum Storage Terminals Limited.
- b. If for any reason in the opinion of the Ceylon Petroleum Storage Terminals Limited the successful Bidder becomes incapable or unable to supply Service offered in his Bid, the Ceylon Petroleum Storage Terminals Limited shall have the right to obtain such Service from other sources without being liable in any manner whatsoever, to the successful Bidder.
- c. If the successful Bidder, defaults in the supply or otherwise commits a breach or any of the provisions in the Contract with the Ceylon Petroleum Storage Terminals Limited for the **Hiring of Work Boat** according to the required standard, he shall be liable to pay to the Ceylon Petroleum Storage Terminals Limited, all losses, damages and expenses incurred by the Ceylon Petroleum Storage Terminals Limited in consequence of such default or breach.

2.4 GENERAL CONDITIONS

- a) The successful bidder is intimated in advance to call for the service of Work Boat and successful bidder should be able to operate the work boat 24 hours day and night continuously throughout the year depending on the requirement.
- b) Successful bidder must nominate in writing (at the time of signing agreement) two (02) responsible staff personnel available on call round the clock during the contract period to discuss any matter arising regarding the administration/ operation of the boat.
- c) Rate should be quoted per hour basis for running hours and standby hours in Sri Lanka Rupees based on the following information.
 1. Estimated Running hours 250 per month
 2. Estimated Standby hours 350 per month at the guide pierClearly specifying the taxes (If any). Under any circumstances, CPSTL will not consider to revise the rates during the contract period. Payment will be made based on the actual running and standby hours certified by the user function.
- d) Payment period will commence from the time the boat reported to the guide pier any other location requested by authorized officer CPSTL.
- e) CPSTL keep the right to call the boat with prior notice of one hour (01 hour) for the service of minimum of one hour at any time (day time or night time) during the contract period.
- f) CPSTL will not be liable to make any payments for the boat, after it has been released from the service by authorized CPSTL Officer.
- g) CPSTL will not be responsible for any delays caused to the boat movements within the harbor as a result of movement restrictions caused by SL Navy or other harbor activities.
- h) CPSTL will pay only for the number of hours used and all other expenses related to the boat to be borne by the bidder.
- i) Coxswain or any other member of the crew to be available throughout the period at the end of the VHF sets to be contacted and pass operational instructions.
- j) Coxswain of the boat shall have the valid coxswain certificate throughout the contract period.
- k) The bidder should be able to carry tools and equipment to any vessel and any pier within the Harbor as and when CPSTL operational staff require.
- l) In case of breakdown or conducting preventive maintenance of the boat, successful bidder shall inform the same to Operations Manager (Off Shore) and take immediate action to place an alternative work boat for the relevant period.

In a situation where the successful bidder fails to place an alternative boat, CPSTL is compelled to look for the service of any other suitable boat and cost of which along with the consequential losses are to be borne by the successful bidder.
- m) For any further details regarding the operational conditions contact the Operations Manager (Offshore) on telephone numbers. Office 0112422388, 0112434273 Mobile 0777592286.
- n) Boat shall not be attended to any other duties which are not relevant to CPSTL and shall not delay the tanker operation duties while the boat on hire to CPSTL. If CPSTL notice any such delays, it will be a reason for the cancellation of the contract.
- o) For any reason, if the contractor defaults the service of boat without prior approval of CPSTL, the performance bond will be forfeited.

2.5. 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.

2.6. ANY OTHER INFORMATION

Any other information or clarification required could be obtained from the Chairman – Department Procurement Committee, C/o Manager Procurement, 01st Floor, New Building, Procurement Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Sri Lanka on any working day, between 0900hrs and 1600 hrs not later than 10 days before the closing date of tender given in ITB clause.

Telephone : 0094-11-5750764

Fax : 0094-11-2572156

E-mail : procure@cpstl.lk

Where the Bidders have not sought any clarifications / information such Bidders shall be deemed to have accepted the Bidding Document in full.

Ceylon Petroleum Storage Terminals Limited reserves the right to issue amendments to the Bidding document if and when deemed necessary, up to 07 days before the closing date of Tender given in ITB Clause and such amendments will be notified to all Bidders who have collected the Bidding documents.

2.7. LIQUIDATED DAMAGES

Should the contractor fail to supply work boat, within the period specified or should he fail to replace any rejected boat within the period allowed, the contractor shall be liable to pay as pre-estimate of Liquidated Damages (LD), the sum of 1/1000th of the total contract value of the purchase order per day for delay in executing the order, until the order is completed subject to a maximum of 10% of total contract value of the order.

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 service is not delivered within the delivery period agreed by the successful bidder without any reasonable proven reason to CPSTL or at the reach the maximum LD of 10% of total item value of the order.

The Chairman,
Department Procurement Committee, (Minor)
C/o Manager Procurement
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,
Oil Installation,
Procurement Function,
01st Floor, New Building,
Kolonnawa,
Wellampitiya.

3.0 SPECIFICATION

3. Specifications of Work Boat

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

Item No.	Specification / Condition	Deviations if any
1.	Length overall (LOA) min 30’ - max 40’	
2.	Breadth min 9’ - max 12’	
3.	Free Board FWD 3’ min; 4’ max; AFT 2’ min; 2 ½’ max	
4.	Engine Capacity 35 HP Minimum	
5.	Fuel Tank Capacity 100 liters Minimum	
6.	Type of Engine In Board Diesel driven Engine	
7.	Speed min 06knots – max 12 knots	
8.	Hull (Glass re-enforced Plastic)/Aluminum/Steel	
9.	Hired boat including substitute Should be able to carry Minimum 10 CPSTL / affiliated personnel with sitting capacity for 6 persons and up to a total Safe goods Carrying Load of 0.5 ton (minimum)	
10.	Hired boat including substitute Should have a working deck area (Fore or AFT area) with a minimum area 6’x5’ free/clear space on the deck or on the roof (for crane handling purposes) which is sufficient enough to carry heavy duty cargo such as 20 Nos. Scaffolding, 10 No’s GI Pipes each with 1.5” Die and 20 ft length ,portable Generator of size 3’x2’x3’ with an approximate weight of 300 kg) within Port of Colombo mainly from Guide Pier CPSTL office to Dolphin Tanker Berth at Island Breakwater and Vice Versa.	
11.	Hired boat should have sea worthiness certificate issued by director merchant shipping confirming the boat specification provided by the bidder.	
12.	Hired boat including substitute on hire should have sufficient roof/ side canopies to protect passengers /cargo from wind/ rain /sea spray / sea water. Roof should be positioned in such a way not to injure/ harm any passenger ascending or descending whilst alongside where severe rolling / pitching may occur	
13.	Hired boat including substitute shall be equipped with VHF Marine Channel 16, 17, 68,71,	
14.	Hired boat including substitute must have safe hand railings 0.75 to 1 meter height minimum around the deck area with safety boarding access (in and out).	
15.	Hired boat including substitute must have minimum of following firefighting equipment. a). 9 Kg Dry Chemical Powder fire extinguisher -01 No b). 9 Liter Foam fire extinguisher -01No c). 2 Liter Co ₂ fire extinguisher -01 No	
16.	Hired boat including substitute must have SOLAS approved life jackets (minimum 06 Nos.) 2 life buoys (Belts/rings). Accessories, Fenders & Berthing Rope etc., to be provided by the contractor.	

.....
Company Stamp

.....
Signature of bidder

Note:

For item Nos. 1, 2, 3, 4, 5 & 7 please specify the values corresponding to the Work Boat offered.

4.0 ANNEXURES

SCHEDULE OF PRICE

Description (Hire of Work Boat)	Monthly Required Hours	Hourly Rate Rs.	Total Cost – Rs.
Running Hours	250		
Standby Hours	350		
Total Monthly Cost Without Taxes			
SSCL 2.5% (If applicable)			
Total Monthly Cost Without VAT			
VAT 15% (applicable or not)			
Total Monthly Cost with Taxes			

(VAT Registration No.....)

Monthly total cost inclusive taxes in words :

.....

Signature of Bidder :

Date :

Name :

Address :

Contact No :

Fax :

Company Seal :

FORM OF BID

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

Dear Sir,

BID FOR THE HIRING OF WORK BOAT 2023 - KPR/51/2022

- A-1 having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the **HIRING OF WORK BOAT 2023** - Bid Ref **No: KPR/51/2022** referred to therein, I/we offer to complete the whole of said contract/ services in conformity with the said document
- A-2 Unless & until a formal agreement is engrossed & executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- A-3 I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- A-4 The bid I/we am/are offering is complete and fulfils the technical requirements discussed in the bidding document.
- A-5 I/We agree to abide by this bid **minimum until 28.02.2023** (*minimum requirement as per ITB 1.9*). 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 guarantee (in case of a bank guarantee) contained in **Annexure "D"** and confirm our compliance with the said performance security in the event of award of bid.
- A-8 If our bid is accepted, we commit to accept the COC clause 2.2; Mode of payment.
- A-9 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.(DPC)

A-10 I/We offer the total monthly cost of [Insert
LKR price in figures exclusive Taxes]
..... [Insert
LKR price in words exclusive Taxes] and
.....[insert LKR total monthly cost in figures
inclusiveTaxes]

.....
[Insert total LKR total monthly cost in words inclusive Taxes] for the supply of **HIRING OF
WORK BOAT 2023** As detailed out in this bidding document and details of the total price is as
given in the Schedule of Prices ANNEXURE - A.

Dated this day of2022 [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:
.....
.....

FORM OF BID SECURITY**BOND NUMBER** :.....**DATE** :.....**SUM GUARANTEED** :.....**BENEFICIARY: CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

The Chairman,
 Department Procurement Committee,(Minor)
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,
 Oil Installation, Procurement Function,
 01st Floor, New Building,
 Kolonnawa,
 Wellampitiya,
 Sri Lanka.

Dear Sir,

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

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

Now the Conditions of this Bond are:

- (a) that it shall remain in full force and effect until the earliest of
 - (i) **28.03.2023** or any prolongation of such date above notified by the Authority to the Bidder and the Surety in writing,
 - (ii) In the event of the Bid being accepted by the Authority, the date upon which the successful Bid provides a performance security to the Authority in accordance with the terms of the contract thereby made between them, or
 - (iii) In the event of acceptance of the Authority of a bid for the work from a third party the date upon which such third party provides the relevant performance security.

- (b) Subject to this Security being in full force and effect, the Surety shall pay the full amount specified in this Security upon receipt of first written demand from the Authority stating that
 - (i) the Bidder has withdrawn his Bid during the Bidding period, or
 - (ii) The successful Bidder has failed to provide a performance security to the Authority in accordance with the terms of the contract between them upon acceptance of the Bid.

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

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

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

I executed as a Date this () day of () 2022 ()

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

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

Seal (where applicable)

Seal (where applicable)

FORMAT OF PERFORMANCE SECURITY GUARANTEE

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

.....

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

Beneficiary: *Ceylon Petroleum Storage Terminals Limited*

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

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

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

We have been informed that*[insert (by issuing agency) name of the Supplier]*(hereinafter called "the Supplier") has entered into Contract No. KPR/20/2021 dated*[insert date]* with you, for the **HIRING OF WORK BOAT 2023** , under-Bid Ref No: **KPR/51/2022** (hereinafter called "the Contract")

Furthermore, we understand that, according to the Conditions of the Contract, a Performance Guarantee is required.

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

This guarantee shall expire, no later than theday of, **2022**... *[Insert (by issuing agency)date, twenty eight (28) days beyond the scheduled completion date including the warranty period]* 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)

FORM OF 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.

Item No.	Specification / Condition	Complied	Deviations if any
01	Duly completed Specification of Work Boat is attached		
02	Schedule of Prices as per Annexure “A” .		
03	Records for the last five years on similar magnitude or higher in providing similar service together with documentary evidence such as supply details.		
04	Duly completed & signed Form of Bid as per Annexure “B” .		
05	Duly completed & signed Form of Bid Security as per Annexure “C”		
06	Duly completed signed Compliance / Deviation document (Annexure “E” of the tender document) confirming that specification and requirement given in section 3.0 are complied with the work boat offered in the bid.		
07	Bid validity period, as per the bid.		
08	Certified true copy of Certificate of Seaworthiness issued by the Director, Merchant Shipping.		
09	Copy of Business Registration /PCA 3 form		
10	Detailed profile of the Company of the bidder		
11	Signature authorization – Authorization letter from the company (bidder) authorizing the signatory for signing the bid on behalf of the bidder.		
12	Copy of receipt of the non-refundable cash deposit.		

.....
Company Stamp

.....
Signature of bidder

Note:

For item Nos. 1, 2, 3, 4, 5 & 7 please specify the values corresponding to the Work Boat offered.

FORM OF AGREEMENT

**CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND *[INSERT COMPLETE NAME OF THE SUPPLIER]* BID FOR THE HIRING OF WORK BOAT 2023
 BID NO: KPR/51/2022.**

This contract agreement is made and entered into this ... day of 2022 between the Ceylon Petroleum Storage Terminals Limited incorporated under the provisions of the conversion of public corporation or Government owned business undertaking into public companies Act No.23 of 1987 and Companies Act No.07 of 2007, having its registered office at Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka (hereinafter called and referred to as the “CPSTL” which terms of expression as herein used shall where this context so requires and admits mean & include the CPSTL & its successors & assigns) as one part and *[insert complete name of the contractor]*, having its registered office at *[insert address of the contractor]* and their authorized agent, *[insert complete name and address of the authorized agent]* (hereinafter called the “Contractor” which terms of expression as herein used shall where this context so requires and admits mean & include the Supplier & its successors & assigns) as the other part.

WHEREAS the CPSTL invited bids for certain services, viz., **BID FOR THE HIRING OF WORK BOAT 2023 -BID NO: KPR/51/2022** hereinafter called and referred to as “the Contract”) and has accepted a bid by the Contractor for the supply of such Contract in the sum of *[insert SL Rs. price in words and figures]* (hereinafter called and referred to as “the Contract Price”), and the remedying of any defects therein.

The CPSTL & the Contractor agree as follows;

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Contractor’s Scope of Work hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part of this contract agreement.
 - Letter of acceptance dated *[insert the date of the letter of acceptance]*
 - The bid dated *[insert the date of the bid]*
 - The technical specifications of the bid
 - The terms & conditions of the bid
 - The completed schedules of the bid
 - The supplier's proposals and original Price Schedule
3. In consideration of the payments to be made by the CPSTL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the CPSTL to execute and

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

4. The CPSTL hereby covenants to pay the Contractor in consideration of the provision of the Contract and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. 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.
6. All or any dispute between the parties hereto arising under or in connection with this agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.
7. Any notice or other communication received permitted to be given pursuant to this agreement shall be sent by registered mail or by fax address in the case of CPSTL, to the Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Kolonnwa, Wellampitiya and in the case of Supplier, to the *[insert complete address of the supplier]* and/or to the *[insert complete address of the authorized agent]*.

In witness whereof the parties hereto have caused this agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year aforementioned.

For and on behalf of the Contractor

For and on behalf of CPSTL

.....

.....

Authorized Signature of the Contractor
(COMMON SEAL)

Authorized Signature of CPSTL
(COMMON SEAL)

In the presences of witness:

1. Name & NIC No	:.	2. Name & NIC No:
Signature	:.	Signature	:.
Address	:.	Address	:.