

TENDER FOR  
REFRACTORY WORK, PAINTING AND MECHANICAL REPAIR OF  
03F1 FURNACE DURING MSD 2018  
AT  
CEYLON PETROLEUM CORPORATION  
REFINERY DIVISION  
SAPUGASKANDA  
KELANIYA  
(Ref No – PL/MSD/022/2018)

CEYLON PETROLIUM CORPORATION  
P.O. BOX 11  
REFINERY DIVISION  
SAPUGASKANDA  
KELANIYA  
SRI LANKA

## GENERAL INFORMATION

CLIENT : CEYLON PETROLEUM CORPORATION

MAILING ADDRESS : REFINERY DIVISION  
P.O BOX 11  
KELANIYA  
SRI LANKA

TELEPHONE : 094-11-2401359 / 094-11-5668564

FAX : 094-11-2400436/ 094-11-2400102

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CONTACT PERSON : Mr. G.D.S KUMARASIRI  
DEPUTY ENGINEERING MANAGER  
(PLANNING)

## 1. INTRODUCTION

The chairman of DSPC(Minor) on behalf of the Ceylon Petroleum Corporation Refinery Division (herein after called CPC) hereby calls tenders from reputed firms (herein after called Bidder) for Refractory work, Painting and Mechanical repair of O3F1 furnace during major shut down (MSD-2018) . Site is located at CPC Refinery, Sapugaskanda, Kelaniya, 17km off by the road from Colombo.

**1.1. Bidder should be capable and pre - qualified for the refinery works.**

## 2. INTRODUCTION TO BID

### 2.1. Scope of Works

Selected bidder/s (hereinafter called contractor) will be required to carry out the refractory work , painting and mechanical repair of O3F1 Furnace during MSD 2018 as follows :

- 2.1.1. Erection and removal of scaffolding, open and close man holes, remove and fix back Burner boxes and accessories, Remove & fix back soot blowers and soot blower spool pieces, remove and fix back of selected plugs.
- 2.1.2. Removal and fixing back tube supports and locking bars.
- 2.1.3. Arranging of Flue gas baffles.
- 2.1.4. Removal and fixing back of panels.
- 2.1.5. Patch repair of casing.
- 2.1.6. Hydro test steam coil and super heater steam coil.
- 2.1.7. Servicing of damper system.
- 2.1.8. Breaking and reinstallation of refractory to full depth where damaged and patch refractory repairs in remaining areas of radiant , hip, convection section including repairs of fire brick walls, burner mufflers and furnace floor. This work includes fabrication and installation of refractory anchors where necessary sand stacks and repairs of fire brick walls, burner opening and furnace floor. This work includes fabrication and installation of refractory anchors where necessary.
- 2.1.9. Blast cleaning of process coil. Following precautions to be taken while blast cleaning.
  - (a). Refractory layer should be covered with tarpaulin or GI sheets.
  - (b). Blasting should be carried out at night.
  - (c). Furnace should be cleaned & free of dust at every morning.
- 2.1.10. Removal of damaged ceramic blankets and reinstallation of new blankets.
- 2.1.11. Hand tool cleaning and painting of entire furnace including all associated piping, platforms, ladders, hand rails, structural and foundations.

- 2.1.12. Remove all scaffolding / planks, clean all debris and hand over the Furnace.
- 2.1.13. Cleaning of the site daily and whenever requested by CPC including transporting away all debris and disposal at the location indicated by CPC. Any balance material shall be handed over to the stores.
- 2.1.14. Precasting of 1ft x 1 ft x 1.5ft concrete blocks and placing under the furnace concrete floor slab for supporting it at by vertical supports (I-sections) supports at anticipated places including support sizing.
- 2.1.15. Demolition of concrete foundation of the furnace at 12 places to get the access for placing of precast concrete blocks and reconcreting of foundation

## **2.2.SCOPE OF SUPPLY.**

### **2.2.1.SCOPE OF SUPPLY BY CPC**

- All scaffolding material, refractory material, concrete material, paints, formwork material, ceramic blankets, steel rods for fabrication of refractory anchors, blankets anchors and necessary welding electrodes will be supplied by CPC. All material supplied by CPC will be issued from the stores and transported to the site by the contractor.
- Steel plates for patch repair, tube supports, bolt and nuts, gasket and packing material, and structural steel, consumables such as grinding discs, welding electrodes, LPG, oxygen cylinders.

### **2.2.2. SCOPE OF SUPPLY BY THE CONTRACTOR**

- Man power including Masons, Carpenters, painters, Welders, Fitters, Labourers and supervisory staff. Supervisor shall be at least NDT(Civil/Mechanical) or BSc (Civil/Mechanical) qualified and Bio-data of such supervisor shall be submitted along with the offer. The supervisor should be available fulltime at the site.
- Welders shall be prequalified as per the requirement of CPC Inspection Department one month prior to the shutdown and the names of Welder's to be forwarded along with the quotation.
- All hand tools including paint brushes, welding/cutting equipment including electrical panel board for welding plants and concrete breaking equipments to the satisfaction of CPC requirements.
- Coir ropes for tying of scaffolding planks.
- PPE (safety items) for all staff of the contractor.

## 2.3.SPECIFICATION

- All rusted areas and loose paints on all surfaces shall be removed by hand tool cleaning. Prepared surface shall be offered for the approval of inspection Department before application of the first coat of paint. Total dry film thickness of all paint coatings shall be 250 micros. Thickness of each paint coating shall be checked and the contractor will be advised whether further coatings are required to achieve required DFT.
- All damaged areas of refractory lining shall be removed to full depth and metal casing shall be thoroughly cleaned before installation of new refractory. All refractory work shall be carried out following refractory installation instructions and procedures up to the satisfaction of CPC.
- All welders shall be prequalified by the CPC Inspection Department and the quality of the welding shall be up to the satisfaction of Inspection Department of CPC.

## 2.4. Time schedule and service cost

- 2.4.1. Shut down is scheduled to be started tentatively on 1<sup>st</sup> Week of February 2018 and the duration will be 35 days, tentatively. Working time schedule is as per the given below.
- 2.4.2. Working time during shutdown
- |                                      |   |                |
|--------------------------------------|---|----------------|
| Sunday- Monday – Tuesday – Wednesday | } | 0730- 1930 hrs |
| Thursday, Friday                     |   |                |
- 2.4.3. Other holidays such as Poya days, mercantile holidays and Public holidays are considered to be working days during the shutdown period.
- 2.4.4. Normally Saturdays are holidays. However the selected contractor may have to work even on Saturdays and long working hours depending on the criticalness of the Job.
- 2.4.5. Selected contractor should prepare to commence the jobs with a prior notice of one week in advance.
- 2.4.6. All offered rates in the **PRICE SCHEDULES (Appendix I)** will not be allowed to change within the bid validity period with the changes of the prices of consumables in the market.

## 2.5.Method of payment

- 2.5.1. No advance payment will be made on this contract
- 2.5.2. The payments will be made only for the total work done by the contractor as per the given requirement.

- 2.5.3. Progress/part payments will be paid on the basis of 75% of the value of work completed. The balance 25% will be retained until the successful completion of the work.
- 2.5.4. Part Payment will be made **once in two week.**

## **2.6. Basis of Bids**

- 2.6.1. Each bid shall be accompanied by a **Bid Security Guarantee (Appendix IV)** undertaking that the offer will be valid up to **18<sup>th</sup> April 2018 (77 days)** and that the offer will not be withdrawn during that period. Such Bid Guarantee shall be in the form of a guarantee issued by a reputed commercial Bank operating in Sri Lanka and acceptable to the CPC or an internationally recognized bank issued through a reputed commercial bank operating in Sri Lanka and should be irrevocable & unconditionally en-cashable upon the first written request from CPC equivalent in value of Sri Lanka Rupees **26,500.00.**
- 2.6.2. Bidders are to submit completely filled details given in attached Tender Proposal form with Schedules (**Appendix III**) –for Refractory work, Painting and Mechanical repair in O3F1 Furnace –MSD 2018 the given schedule.
- 2.6.3. CPC Refinery Division has the right to split the total work among selected bidders without offering the total work to a single bidder.
- 2.6.4. Additional services that have not been covered in this invitation to bid shall be clearly stated for CPC’s consideration.
- 2.6.5. Defaulted Contractors
- Bid offers will not be entertained from firm or persons who have been placed on the list of defaulted contractors of the CPC.

### **2.6.6. Performance Guarantee**

- On the bid being accepted, CPC shall notify such acceptance by letter of award (either by Letter of Intent) to the successful bidder whose bid has been accepted. Such notification shall require the successful bidder to furnish at his own cost and expenses, **Performance Guarantee** through a reputed commercial Bank in Sri Lanka acceptable to CPC in a sum of not less than 10% of the full contract price (works order value) of the successful bidder at or before the time and date specified in such notification. The Performance Guarantee shall be strictly in the form given in schedule '**APPENDIX II**' "Form of Performance Guarantee" of this Bid document.
- If the successful Bidder fails to furnish a performance Bond as provided therein, the Bid Security of such bidder will be forfeited at the sole discretion of the DSPC and such bidder will be placed in the list of defaulting contractors.
- **CPC is not responsible for labour or equipment compensation on any damage. CPC is expecting from each supplier, all the labours to be insured and Workman compensation policy document which is issued by government recognized insurances firm and list of employees including supervisory staff allocated for this contract to be submitted before awarding the contract.**

- DSPC shall forthwith be entitled in its absolute discretion to select and offer other suitable party as it may think fit (whether another bidder or not) at the risk and expenses of the defaulting contractor and make arrangements required for the performance of the successful bidder whose bid has been accepted and shall be further entitled to recover from the defaulting contractors all loans, costs damages and expenses CPC may sustain in consequences of default by the said default contractor.
- 2.6.7. Deviations to CPC invitation to bid shall also be clearly stated by the bidder. If no deviations are stated CPC would assume that bidder conforms to the most stringent conditions in this Invitation to Bid.

## **2.7. Pre Bid Meeting**

All bidders or their duly authorized representatives shall present themselves at the **“Pre-bid” meeting**, to be held **on 25<sup>th</sup> January 2018 at 10.00 hrs** at the office of Deputy Refinery Manager (Maintenance & Project), CPC Refinery Division, Sapugaskanda, Kelaniya This is a mandatory requirement and the offers from the bidders who **were not present for the “Pre-bid” meeting will be rejected.**

## **2.8. Issuing of Tender document**

Bidding document can be obtained from,  
Deputy Engineering Manager(Planning)  
Ceylon Petroleum Corporation  
Refinery Division,  
Sapugaskanda,  
Kelaniya.  
Telephone – 0112401359, 0115668564  
Fax – 0112401359

- 2.8.1. Bidding document will be available until **14.30 hrs on 29<sup>th</sup> January 2018**
- 2.8.2. Bidding documents will be issued to contractors on payment of a non-refundable fee of **Rs. 1,500.00.**
- 2.8.3. Copy of the receipt of the above deposit will have to be submitted along with the offer. Offers without the copy of the receipt will be rejected.

## **2.9. Opening of Bids**

- 2.9.1 Bids will be opened at **14.30 hrs on 30<sup>th</sup> January 2018** in Main Conference Room, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya.

2.9.2 Bidders may attend the opening of bids if they so desire. Bidder's representatives must carry an authoritative letter and identify from the main bidder along with his own National Identity Card. Only the aggregate bid prices will be read out in public at the opening of bids.

## 2.10. Closing Date of Tender

Tender should be with one Original marked as "**Original**" in a sealed cover and two copies of the tender document marked as "**Duplicate**" in another sealed cover, clearly marked as "Tender for Refractory work, painting and Mechanical repair of O3F1 during the Major Shutdown – 2018" be deposited at the CPC Refinery Manager's Tender Box, on or before **14.30 hrs on 30<sup>th</sup> January 2018**.

- This tender **will be closed** immediately, thereafter.

## 2.11. Period of Validity of Bid

2.11.0. Bid offers should be valid for acceptance for a minimum period of 77 days from the date of opening of bids.

## 2.12. Alternations.

2.9.1 All alterations and erasure in bid offer shall to be initiated by the bidder.

## 3. RIGHTS OF THE TENDER BOARD

3.1. The Bid evaluation committee/CPC reserves the right to accept or reject in full or in part any submitted bid and without assigning any reasons what so ever and/or ask the contractor to make amendments to the offer. The lowest bidder will not necessarily be accepted.

3.2. CPC is not responsible for any expenses or losses, which may have been incurred by a bidder in the preparation and submission of the bid.

3.3. CPC reserves the right to terminate the contract on any date which is earlier than the scheduled time incase service is not needed any more.

## 4. BASIS OF EVALUATION.

4.1. Where there is a discrepancy between the amount in figures and in words, the amount in words will govern.

4.2. Arithmetically errors in the bidding document will be corrected

4.3. Only the bids determined to be the substantially responsive will be evaluated and compared. Award will be made to the lowest responsive evaluated bid.



- 4.4. Incomplete bids which do not conform to the terms, conditions and specifications of the bidding document will be rejected.
- 4.5. If a tender is not accepted, the bidder will be notified at the earliest opportunity. The successful bidder will receive our official work order after which he shall commence work immediately.

## **5. AMENDMENTS/CLARIFICATIONS**

- 5.1. CPC reserves the right to issue amendments to the Invitation To Bid as and when deemed necessary up to a time of 1 (one) week before closing of the tender.
- 5.2. Bidders if they so desire may request additional information or clarification on this Invitation To Bid or may seek any other pertinent information from the :-

Deputy Refinery Manager (Maintenance and Projects)

Ceylon Petroleum Corporation

Refinery Division

P.O.Box. 11,

Kelaniya.

Telephone : 011 – 2400684, 011-2401359 & 011-5668564

Fax: : 011 – 2400436, 0112400102

- 5.3. Where prospective bidder has not sought any such clarification, such bidder shall be deemed to have accepted the Invitation to Bid document in full.
- 5.4. Site visiting before the tendering would be advisable and if the bidder wishes to do so, he should inform CPC-Refinery in advance to make the necessary arrangements.
- 5.5. The bidder shall inspect the site of the works and its surroundings before tendering.
- 5.6. Bidders must acquaint themselves fully with the conditions of the site and Invitation to Bid. No plea of lack of information will be entertained at any time or stage of the proposal and implementation of the work.

## **7 TAX LIABILITY**

- 7.1 Contractor shall be liable to pay any taxes levied by Sri Lanka Governmental Authority on its profits derived from execution in Sri Lanka of this work under this contract. Contractor shall also be liable for all income taxes of its sub-contractor's and personnel income taxes of contractor's and of its sub-contractor's and personnel.

## **8 LABORS, PROPERTIES AND EQUIPMENTS COMPENSATION**

- 8.1 CPC is not responsible for labor or equipment compensation on any damage. CPC is expecting from each supplier, all the labors to be insured and Workman compensation policy document which is issued by government recognized insurances firm to be submitted before awarding the contract.

8.2 Bidder will have to pay CPC, as liquidated damages for failure to comply with contractor's obligation. **A penalty of 2% per day (Maximum of 10% of total contract value)** will be deducted from their final payment.

## 9 SANITATION FACILITIES

### 9.1 Toilets

Contractor and his employees shall use the toilets and washing facilities reserved for contractors. No other facilities shall be used by his personnel.

### 9.2 Storage Room

Contractor is requested to provide a lockable temporary shed or boxes to secure his workers clothes and other valuable items.

### 9.3 Shed For Tools

Contractor will be allowed to put up a temporary shed for sorting his material and tools etc. of the extent of the work requires. The quality and appearance of the shed shall be acceptable to the engineer. The location of each shed will be indicated by the engineer. The Corporation reserves the right to demand removal or re-location of the shed at any time. If a watcher is retained, a permit shall be obtained from the shift superintendent on duty.

The Corporation shall not be in any way responsible for any loss or damage which may happen to any such contractor materials or equipment of the contractor, either by the same being lost, stolen or destroyed by fire or otherwise.

## 10 SECURITY PROCEDURES

10.1 Necessary security and police clearances in respect of the contractor's employees should be obtained by him by contacting the Deputy Manager Security of Refinery prior to the commencement of work.

### 10.2 Gate Passes

To enter the Refinery premises, gate passes are required. To obtain gate passes for his personnel, the Contractor shall contact the Refinery's Senior Security Officer after receipt of the Works Order. Contractor's all personnel shall produce their national identity cards in order to obtain gate passes.

10.3 All material machinery, tools and other equipment, which after execution of the works will be removed from the Refinery, must be shown in a letter to the Security Officer on duty when brought in and get endorsed. A gate pass shall be obtained from the CPC Engineer for removing these items from the Refinery by producing the endorsed document on which they were brought in.

## 11 SAFETY PROCEDURES

### 11.1 SAFETY REGULATIONS AND REGULATIONS FOR THE PREVENTION OF FIRE

- 11.1.1 The contractor must abide by the Refinery Safety Regulations and carry out safety precautions subjected by CPC.
- 11.1.2 All persons engaged on work at Ceylon Petroleum Corporation, Refinery, Sapugaskanda (hereinafter called the Refinery) shall be acquainted with following regulations and their consent to abide by them shall be an essential condition of their permit to work at the Refinery.
- 11.1.3 The whole of the premises within the boundary fence is constituted a danger area with the exception of any area expressly exempted by the Refinery Manager (hereinafter called the Manager).
- 11.1.4 All employees, agents and invitees of the contractor who may not be aware of the exact locality of any areas expressly exempted from the danger area must assume that any part of the Refinery is a danger area and act accordingly.
- 11.1.5 Before any nature of work is commenced in any area by signatures, the necessary excavation permits, safety certificates and clearance certificates be obtained and if the work involves sparks or flames, also with a fire permit. All precautions stipulated in these documents must be observed by the Contractor, his employees, agents or invitees, if the work cannot be completed in the period for which these documents are valid, the work shall be discontinued until the documents have been renewed.
- 11.1.6 It is a condition of the permit to work at the Refinery that all persons engaged at the Refinery shall subject to be searched by the Refinery's Security Officials. This search may take place, either at the time of entrance to the Refinery or at any other place and during any time while the employees are in the Refinery, at the request of the Refinery's Senior Security Officer.
- 11.1.7 No fire or naked light, no matches, no petrol or other lighters nor any apparatus for causing ignition may be taken within the danger area by any person unless with a written authority signed by the Refinery Manager's authorized representative. Such written permit shall be available for the period stated thereon and must be returned to the Refinery's Head of Fire and Safety.
- 11.1.8 No dry battery or accumulator type of electric hand lamps or hand-torch, mobile telephones or walkie-talkies which are not of a flame proof safety type, shall not be taken within the danger area without approval of the Refinery Manager.
- 11.1.9 Smoking is prohibited in every part of the Refinery with the exception of such places as have been set aside for the purpose by the Refinery Manager. For each such place, a written permit will be issued.
- 11.1.10 No fires shall be lit and no matches shall be ignited in any part of the Refinery without a special fire authorized signatory as in clause 9.

- 11.1.11 The contractor shall observe the speed limit of 5 KMPH within the Refinery premises, and all vehicles must be mechanically sound and have an efficient exhaust, silencer, horn breaks and filter cap.
- 11.1.12 The contractor shall ensure that his employees and those of any of his sub-contractors shall not make use of any equipment, material or property of any kind whatsoever belonging to the Corporation unless the written permission of the Corporation has been obtained beforehand.
- 11.1.13 The contractor shall ensure that so far as is compatible with the work being carried out, the area in which his servants and/or agents are working shall be kept free of all equipment, material or property of any other kind which constitute an accident hazard. If it is necessary in the opinion of the contractor for such equipment, material or property to be on site it will be the contractor's responsibility to ensure that his own employees and those of his sub-contractors observe all necessary safety precautions.
- 11.1.14 Any employee, agent or invitee of a contractor consciously or unconsciously breaking the above rules shall be liable to have his permit to work at the Refinery terminated immediately. In addition to the above it will be contractor's responsibility to abide by the relevant clauses of Factories Ordinance of Sri Lanka in respect of all work carried out at the site and the safety of personnel engaged and equipment used at site.

## APPENDIX I

### PRICE SCHEDULE FOR REFRACTORY WORK, PAINTING AND MECHANICAL REPAIR OF 03F1 FURNACE DURING MSD 2018

#### Mechanical scope of work

Item	Description	Quantity	Unit	Rate(R)	Amount(Rs)
1	Open & close manholes, remove & fix back burner boxes and accessories, remove and fix back soot blowers & soot blower spool pieces and selected plugs	Item		Sum	
2	Remove and fix back tube supports	40	Nos		
3	Remove and fix back locking bars	10	Nos		
4	Arrange Meahanite baffles	Item		Sum	
5	Remove and fix back convection section panels	Item		Sum	
6	Patch repair of casing	10	m		
7	Remove and fix back convection section panels	Item		Sum	
8	Hydro test Super heater coil and steam coil	Item		Sum	
9	Service all dampers	Item		Sum	
Total(Rs.)					
2% NBT (If applicable)					
15% VAT (If applicable)					
Total With Taxes (Rs.)					

**Civil scope of work**

Item	Description	Quantity	Unit	Rate(Rs)	Amount(Rs)
1	Erection of scaffolding external and internal of the furnace and tying of scaffolding flanks	Item		Sum	
2	Breaking and reinstallation of refractory to full depth where damaged and patch refractory repairs in remaining areas of radiant, hip, convection section and stacks and repairs of fire brick walls, burner mufflers and furnace floor. This work includes fabrication and installation of refractory anchors where necessary.	Item		Sum	
3	Removal of damaged ceramic blankets and reinstallation of new blankets.	Item		Sum	
4	Blast cleaning of process coil	Item		Sum	
5	Hand tool cleaning and painting of entire furnace including all associated piping, platforms, ladders, hand rails, structural and foundations.	Item		Sum	
6	Remove all scaffolding /planks, clean all debris and hand over the furnace	Item		Sum	
7	Pre-casting of 1ft x 1ft x 1.5ft concrete blocks and placing under the furnace concrete floor slab for supporting it by vertical supports( I-sections) at anticipated places including support sizing	25	Nos	Sum	
8	Demolition of concrete foundation of the furnace at 12 places to get the access for placing of pre-cast concrete blocks and re-concreting of foundation	Item		Sum	
Total(Rs.)					
2% NBT (If applicable)					
15% VAT (If applicable)					
Total With Taxes (Rs.)					

Date: .....

.....  
Signature of Applicant

Company Seal: .....

VAT Registration no':.....

# APPENDIX II

## FORMAT OF PERFORMANCE GUARANTEE

..... [Issuing Agency's Name and Address of issuing Branch or office].....

Beneficiary: Chairman, Ceylon Petroleum Corporation, No 609 , Dr Danister de Silva MW, Colombo 9.

Tender Reference : PL/MSD/22/2018

Date : .....

**PERFORMANCE GUARANTEE NO:** .....

We have been informed that ..... [Name of Contractor] (Hereinafter called "the Contractor") has entered into Contract No. .... [Reference number of the contract] dated ..... with you, for Refractory work, painting and Mechanical repair of O3F1 furnace during MSD 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..... [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....[amount in figures] (.....) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

.....

[Signature(s)]

# APPENDIX III

## BIDDER'S PROPOSAL FORM

Name of Tenderer .....

Deputy Refinery Manager (M&P)  
Ceylon Petroleum Corporation  
Refinery Division  
Kelaniya.

Dear Sir

### REFRACTORY WORK, PAINTING AND MECHANICAL REPAIR OF 03F1 FURNACE DURING MSD 2018

I, the undersigned, have carefully examined the site of the work and the terms and conditions of tendering documents of "Refractory work, Painting and Mechanical repair of 03F1 furnace during MSD 2018" and will execute all work called for in the tendering document in accordance with the conditioned.

Prescribed therein for the sum of Rs .....including All Taxes(VAT-15% & NBT 2%) in word).....  
.....  
.....

I will commence the job within **one week** after receipt of your work order.

Price schedule .....is/are attached herewith.

Date : .....

.....

Signature of Applicant

Company Seal: .....



# APPENDIX IV

Date : .....

Company Address : .....

Company Stamp : .....

## FORMAT OF BID SECURITY GUARANTEE

[This bank guarantee form shall be filled in accordance with the instructions indicated in brackets]

..... [Insert issuing agency's name and address of issuing branch or office] .....

**Beneficiary:** Chairman, Ceylon Petroleum Corporation, No.609, Dr. Danisterde Silva Mawatha, Colombo 09, Sri Lanka.

**Date :** ..... [Insert (by issuing agency) date]

**Public Tender Reference :** PL/MSD/22/2018

**BID GUARANTEE NO :** ..... [Insert (by issuing agency) number]

We have been informed that ..... [Insert (by issuing agency) 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 "Refractory work, Painting & Mechanical Repair of O3F1 Furnace during MSD 2018" under Invitations for Bids No. .... [insert IFG number] (the "IFB")

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

At the request of the Bidder, we ..... [insert name of issuing agency] hereby irrevocably undertake to pay you any sum of sums not exceeding in total an amount of ..... [Insert amount in figures] ..... [insert 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 obligations(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 IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security; in accordance with the ITB.

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 (i) 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 date]

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

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