



MINISTRY OF POWER & ENERGY

CEYLON PETROLEUM CORPORATION

BIDDING DOCUMENT

**INVITATION TO BID FOR THE
AVIATION FUELLING LIABILITY INSURANCE COVER OF
CEYLON PETROLEUM CORPORATION (CPC)
FOR THE YEAR 2025/2026**

B/15/2025

CHAIRMAN

DEPARTMENTAL PROCUREMENT COMMITTEE

CEYLON PETROLEUM CORPORATION

PROCUREMENT & STORES

1ST FLOOR, NO. 609, DR. DANISTER DE SILVA MAWATHA

COLOMBO 09.

Email - supplies@ceypetco.gov.lk

INVITATION FOR BIDS
CEYLON PETROLEUM CORPORATION
BIDS FOR THE AVIATION FUELLING LIABILITY INSURANCE COVER OF
CEYLON PETROLEUM CORPORATION
FOR THE YEAR 2025/2026
B/15/2025

The Chairman, Departmental Procurement Committee, on behalf of the Ceylon Petroleum Corporation, Colombo 09 hereby invites sealed bids from the eligible, reputed Insurance Service Providers who are registered under the Insurance Regulatory Commission of Sri Lanka (IRCSL) and their agents or insurance brokers for the Provision of Aviation Fueling Liability Insurance Cover to Ceylon Petroleum Corporation (CPC) for a period of one year commencing from 1200 hrs. on 14th July 2025 in connection with its operations at Bandaranaike International Airport (BIA) at Katunayaka, Mattala Rajapakse International Airport (MRIA) at Hambanthota, Colombo International Airport (CIAR) at Ratmalana, Jaffna International Airport (JIA) at Palali & Batticaloa International Airport for the year 2025/2026.

Bidding Document can be downloaded from the website <http://ceypetco.gov.lk/public-tenders/> or obtained between 0900 hrs. to 1500 hrs. up to 29.04.2025 from the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09 on a written request. A payment of non-refundable fee of LKR 10,000.00 (inclusive of taxes) per bid should be paid to the CPC Cashier at head office or to the Account No. 004100110208633 of Ceylon Petroleum Corporation of People's Bank (Head Office) in case the document is downloaded on or before the deadline mentioned below and the receipt should be submitted along with the Bid.

Bids will be closed at 1400 hrs. on 30.04.2025 at the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, at the undermentioned address and will be opened immediately after closing time of the Bids. Bidder or their authorized representatives will be permitted to be present at the time of opening of bid. As per the Public Contract Act No. 3, of 1987 for every public contract exceeding LKR. 5 Million, the prospective bidders shall be registered in the Department of Registrar of Companies through <https://eroc.drc.gov.lk/> website and Public Contract Act (PCA) 3 certificate shall be submitted along with the bid. Bids may be sent by post under registered cover or deposited in the Tender Box kept in the office of Manager (Procurement & Stores) in the address given below.

Chairman
Departmental Procurement Committee
Ceylon Petroleum Corporation
C/o. Procurement & Stores Function,
1st Floor,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.
Email - supplies@ceypetco.gov.lk

Table of Content:

1. INSTRUCTIONS TO BIDDERS.....	4
1.1 Introduction	4
1.2 Eligibility criteria for insurance companies (Insurers)	4
1.3 Scope of Insurance Covers	4
1.4 Invitation to Bids	4
1.5 Documents to accompany with the Bid.....	5
1.6 Sealing & Marking of the Bid	7
1.7 Period of Validity of the Bid	8
1.8 Bid Security Guarantee	8
1.9 Format and Signing of the Bid.....	8
1.10 Clarification of Bidding Document	8
1.11 Deadline for submission of Bids.....	9
1.12 Late Bids.....	9
1.13 Modification & Withdrawal of the Bid.....	9
1.14 Closing of Bid.....	9
1.15 Opening of Bids.....	10
1.16 Insurance Cover Bid Forms	10
1.17 Preliminary Examination of Bids	10
1.18 Correction of Errors	10
1.19 Evaluation Criteria.....	11
1.20 Right to accept or reject any or all Bids	11
1.21 Award of Contract.....	11
1.22 Communications	12
2. GENERAL TERMS AND CONDITIONS OF THE BID	13
2.1 Definitions and Interpretations	13
2.2 Special Conditions.....	14
2.3 Performance Security.....	15
2.4 Mode of Payment	15
2.5 Submission of draft Insurance Policy:.....	16
2.6 General Conditions:	16
2.7 Arbitration.....	17
3. INSURANCE COVERS REQUIRED.....	18
4. INSURANCE COVER BID FORM.....	19
ANNEXURE “A” FORM OF BID	20
ANNEXURE “B” FORMAT FOR BID SECURITY GUARANTEE	22
ANNEXURE “C” FORMAT FOR PERFORMANCE GUARANTEE	23
ANNEXURE “D” SCHEDULE OF POLICY RE-INSURANCE ARRANGEMENTS	24
ANNEXURE “E” COMPANY PROFILE.....	25
BIDS FOR THE INSURANCE COVERS FOR PROPERTIES & OTHERS OF CPC FOR THE YEAR 2025/2026	25
ANNEXURE “F” FORMAT OF CONTRACT AGREEMENT	27
ANNEXURE “G” FORMAT OF LETTER OF AUTHORIZATION	29
ANNEXURE “H” FUEL SALES VOLUMES OF AVIATIONS	30

1. INSTRUCTIONS TO BIDDERS

1.1 Introduction

1.1.1 The Chairman, Departmental Procurement Committee (DPC), on behalf of Ceylon Petroleum Corporation (CPC) hereby invites sealed Bids to Provide Aviation Fueling Liability Insurance Cover to Ceylon Petroleum Corporation (CPC) from eligible, reputed Insurance Service Providers who are registered under the Insurance Regulatory Commission of Sri Lanka (IRCSL) for a period of one year commencing from 1200 hrs. on 14th July 2025 in connection with its operations at Bandaranaike International Airport (BIA) at Katunayaka, Mattala Rajapakse International Airport (MRIA) at Hambanthota, Colombo International Airport at Ratmalana (CIAR), Jaffna International Airport (JIA) at Palali & Batticaloa International Airport of Ceylon Petroleum Corporation as per General Terms, Conditions and price schedules specified.

1.2 Eligibility criteria for insurance companies (Insurers)

- 1.2.1 Be a valid registered Insurance Company (Insurer) at Insurance Regulatory Commission of Sri Lanka (IRCSL).
- 1.2.2 Be an established Insurance Company in active operations within Sri Lanka for at least last five years.
- 1.2.3 Should have Gross written premium on insurance income not less than Rs.2 billion during at least one year of the last five (05) financial years i.e., 2020 – 2024 and the company has not been suspended/license cancelled during last five years.

1.3 Scope of Insurance Covers

- 1.3.1 To cover the loss or damage to be incurred of the insured arising out of risks specified in the Section 3 of this bidding document.
- 1.3.2 Bidder shall indicate the Basic Premium applicable to each and every cover in the Bid form indicated in the Section 4.

1.4 Invitation to Bids

1.4.1 Bidding Document can be downloaded from the website <http://ceypetco.gov.lk/public-tenders/> or obtained between 0900 hrs. to 1500 hrs. up to 29.04.2025 from the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09 on a written request. A payment of non-refundable fee of LKR 10,000.00 (inclusive of taxes) per bid should be paid to the CPC Cashier at head office or to the Account No. 004100110208633 of Ceylon Petroleum Corporation of People's Bank (Head Office) in case the document is downloaded on or before the deadline mentioned above and the receipt should be submitted along with the Bid.

1.4.2 The Bidding document will consist of the following:

- i. Instruction to bidders (ITB)
- ii. General Terms & Conditions of the Bid
- iii. The Insurance Covers Required
- iv. Insurance Cover Bid Form
- v. Form of Bid, Annexure “A”
- vi. Form of Bid Security, Annexure “B”
- vii. Form of Performance Security, Annexure “C”
- viii. Schedule of Policy Reinsurance Arrangements and proposed re-Insuring details, Annexure “D”.
- ix. Company Profile, Annexure “E”
- x. Format of Contract Agreement Annexure “F”
- xi. Form of Letter of Authorization, Annexure “G”
- xii. Fuel sales volumes of aviation, Annexure “H”

1.5 Documents to accompany with the Bid

1.5.1 **The following documents shall be accompanied with the Bid.**

Failure to furnish the following documents and details, before the closing of bid, may result in the bid being rejected. All documents shall be furnished in English language.

- 1.5.1.1 Annexure A - Original of the Form of Bid, duly completed, signed, dated and sealed
- 1.5.1.2 Annexure B - Bid Security Guarantee issued by Licensed Commercial Bank operating in Sri Lanka
- 1.5.1.3 Annexure D - Schedule of Policy Reinsurance Arrangements and Reinsuring details, duly filled, signed, dated and sealed as per the clause 2.6.4 & 2.6.5
- 1.5.1.4 Annexure E - Schedule of Specimen for Company Profile of insurers and Statement duly filled, signed, dated and sealed.
- 1.5.1.5 Annexure G - If agent/broker is the bidder
- 1.5.1.6 Original of the General Terms and Conditions of the Bid with each page duly signed and dated by insurers and or agent/broker.
- 1.5.1.7 The Insurance Cover Bid Form, duly filled, signed, dated and sealed by insurers and or agent/broker.
- 1.5.1.8 Confirmation/Declaration letter from the reinsurance Company or reinsurance broker in their letterhead or acceptable letter issued by the insurance company duly stamped & signed by the reinsurer or reinsurance broker with the percentage (%) share accepted by the reinsurer or re insurer broker must be submitted with the Bid document.

- 1.5.1.9 If the Bidder/Insurer has obtained coinsurance arrangement with or support from another Sri Lankan insurer registered with the IRCSL in respect of any risk for which the Bidder is submitting bids, a letter from such coinsurance partner on their letterhead must be submitted depicting the share underwritten/accepted by such coinsurance partner.
- 1.5.1.10 Documentary proof should be submitted from a recognized International Rating Agency that there is minimum credit rating of BBB or higher as per the Clause 2.6.5.
- 1.5.1.11 Letter confirming that the bidder's company has complied with the requirement of Insurance Regulatory Commission of Sri Lanka as per the Clause 2.6.7
- 1.5.1.12 Certified copy of Memorandum and Articles of Association of the Insurer.
- 1.5.1.13 Certified copy of Certificate of Incorporation or Business Registration.
- 1.5.1.14 A copy of the valid certificate of Public Contract Act (PCA 03) issued by the Registrar of Companies if bid value is over LKR 5 Million.
- 1.5.1.15 A copy of the payment receipt of non-refundable fee.
- 1.5.1.16 Draft Insurance Policy and Draft Reinsurer Quote Slip (Clause 2.5.1)
- 1.5.1.17 Certified copy of the Registration under the Insurance Regulatory Commission of Sri Lanka (IRCSL).
- 1.5.1.18 Audited Financial Statements of the bidder for the past five consecutive years (i.e. Years 2020,2021, 2022, 2023 & 2024)

1.5.2 Additional Requirements to be fulfilled by the Insurance agent/broker

- 1.5.2.1 Bids from the registered Insurance Company should accompany a Letter of Authorization from the Insurance Company, empowering the authorized agent/broker to bid on behalf of them and to fulfil all the terms and conditions of the contract, in the event of the bid being awarded.

Format of Letter of Authorization - Annexure "G" is attached.
- 1.5.2.2 All documents relevant to the insurance companies (insurers)/reinsurer(s)/coinsurer(s) & other institutions as specified under 1.5.1 relevant & specific to the bid

1.5.3 Additional Requirements to be fulfilled by the Insurance broker

If the Bidder is an insurance broker, in addition to all the requirements enumerated in the Bid Document, the following shall be fulfilled and submitted along with the bid.

- 1.5.3.1 Brokers should bid only on behalf of insurance companies registered with IRCSL which meets with the criteria mentioned in the bid document and such insurers shall issue all the insurance policy as requested in Clause 3 (Insurance cover required). It is also a condition that, the bid should be in a manner it enables CPC to deal & enter into contract direct with the insurer.
- 1.5.3.2 Be a valid registered insurance broker at Insurance Regulatory Commission of Sri Lanka (IRCSL)
- 1.5.3.3 Be an established Insurance Broker in active operations within Sri Lanka for at least last five years and has not been suspended/license cancelled during last five years.
- 1.5.3.4 Registered name of the Insurance Broker:

- 1.5.3.5 Registered Office Address of the Insurance Broker:
- 1.5.3.6 Business Registration of the Insurance Broker:
- 1.5.3.7 Date of incorporation and number of years of experience of the Insurance Broker:
- 1.5.3.8 Name of the Principal Officer and the names of the Board of Directors of the Insurance Broker:
- 1.5.3.9 Details of number of technical staff handling underwriting and claims of the Insurance Broker
- 1.5.3.10 Details of Life and Non-Life gross written premium of the Insurance Broker for the past five (5) years; i.e. 2020,2021,2022,2023 and 2024.
- 1.5.3.11 Following documents of the Insurance Broker should be attached to the bid document
 - a) Certified copy of the Certificate of Incorporation
 - b) True copy of the Renewal of Broker license issued by the Insurance Regulatory Commission of Sri Lanka for the year 2025/26
 - c) True copy of the Audited Financials for the past five (5) years; i.e., 2020, 2021, 2022, 2023 & 2024.
 - d) True copy of the Professional Indemnity Insurance Policy schedule(s)
 - e) Proofs on experience of the insurance broker on handling similar type of business
 - f) Proofs on the relationship with and number of years' experience with the reinsurers and/or reinsurance brokers participating on the risks/insurances to which this bid relates to.

1.6 Sealing & Marking of the Bid

- 1.6.1 Bids shall be submitted in duplicates as per the conditions specified in this bidding document. The original and the duplicate of the bid should be placed in separate envelopes marked "ORIGINAL" and "DUPLICATE". Both envelopes should be enclosed in one securely sealed cover, which should be marked "**AVIATION FUELING LIABILITY INSURANCE COVER OF CEYLON PETROLEUM CORPORATION FOR THE YEAR 2025/2026**" on the top left hand corner and the statement, "DO NOT OPEN BEFORE **1400 hrs. on 30.04.2025** and shall be addressed to:

Chairman,
 Departmental Procurement Committee,
 C/o Manager (Procurement & Stores),
 Ceylon Petroleum Corporation,
 Procurement & Stores Function,
 01st Floor, No. 609, Dr. Danister De Silva Mawatha
 Colombo 09.

or deposited in the Tender Box provided at the above address.

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. If the outer envelope discloses the bidder's identity, the DPC will not guarantee anonymity of the bid submission but this disclosure will not constitute grounds for bid rejection.

1.7 Period of Validity of the Bid

- 1.7.1 The Bid shall be valid for a minimum period of Ninety One (91) days (i.e. up to 30.07.2025) from the closing date of the Bid. The bidder should indicate the maximum period that their Bids would be valid which should not be less than 91 days.

1.8 Bid Security Guarantee

- 1.8.1 Each Bid shall be accompanied by a Bid Security Guarantee, 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 from a Licensed Commercial Bank in Sri Lanka, payable to the CPC on demand in a sum of Rupees Three Hundred Thousand only (Rs 300,000.00).
- 1.8.2 The Bid Security Guarantee should be valid for One Hundred & Nineteen (119) days (i.e. up to 27.08.2025) from the date of closing of Bid. A format of Bid Security Guarantee is attached in Annexure - B. Failure to submit the Bid Security Guarantee at the time, or before the closing of Bid, and in accordance with above said requirements, and in the format provided, will result in the Bid being rejected.
- 1.8.3 Bid Security Guarantees of unsuccessful Bidders will be returned to the unsuccessful Bidder after the award has been made.
- 1.8.4 If alternative offers are submitted, separate Bid Security Guarantees should be submitted for each offer.

1.9 Format and Signing of the Bid

- 1.9.1 The bidder shall prepare an original and a duplicate of the Bid specified above, clearly marked as “**AVIATION FUELING LIABILITY INSURANCE COVER OF CEYLON PETROLEUM CORPORATION FOR THE YEAR 2025/2026**” original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.
- 1.9.2 The original and the duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the Bidder to the contract. All pages of the Bid except for un-amended printed matter shall be initialed by the person(s) signing on behalf of the Bidder.
- 1.9.3 Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the person(s) signing the Bid.

1.10 Clarification of Bidding Document

- 1.10.1 Any clarifications (if any) can be obtained through e-mail supplies@ceypetco.gov.lk, further a pre-bid meeting (if requested by Bidders) will be held with the Bidders or their authorized representative(s) to clarify any matters relating to the document at 10.00 hrs. on 22.04.2025 at the office of the Manager (Procurement & Stores) at the Ceylon Petroleum Corporation, No. 609, Dr. Danister De Silva Mawatha, Colombo 09.

1.10.2 Responses of CPC to clarifications requested by bidders will be shared with all those who have obtained bidding document.

1.11 Deadline for submission of Bids

1.11.1 Chairman, DPC, must receive bids at the address specified under Clause 1.6.1 not later than the time and date stipulated in Clause 1.14.1.

1.11.2 Chairman, DPC, may at the discretion, extend the deadline for submission of Bids, by amending the bid documents, in which case all rights and obligations of CPC and the Bidder will thereafter be subjected to the deadline as extended.

1.12 Late Bids

1.12.1 Any Bid received by the Chairman – DPC, after the deadline for submission of Bids, will be rejected and returned unopened to Bidder. Postal or other delays will not be considered as valid reasons for acceptance of late Bids.

1.13 Modification & Withdrawal of the Bid

1.13.1 The Bidder may modify or withdraw their Bid after submission, provided that written notice of the modification or withdrawal is received by the Chairman, DPC, prior to the closing time prescribed for Bid Submission. The Bidder's modifications shall be prepared, sealed, marked and dispatched to the address as stated in Clause 1.13.3.

1.13.2 Bidder shall provide an original and a duplicate, as specified in the Clause 1.6.1 of any modifications to the Bid, clearly identified as such in two envelopes, duly marked "AVIATION FUELING LIABILITY INSURANCE COVER OF CEYLON PETROLEUM CORPORATION FOR THE YEAR 2025/2026". The envelopes shall be sealed in an outer envelope, duly marked "BID MODIFICATIONS".

1.13.3 Bidder wishing to withdraw the Bid, shall notify the Chairman, DPC in writing prior to the deadline prescribed for the submission of the Bid. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand to reach the CPC not later than the deadline for submission of Bid. The notice of withdrawal bearing the name of the Bidder and the words "BID WITHDRAWAL NOTICE" shall be addressed to :-

The Chairman,
Departmental Procurement Committee,
C/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
Procurement & Stores Function,
01st Floor, No. 609, Dr. Danister De Silva Mawatha
Colombo 09.

Bid withdrawal notices received after the deadline for submission of Bids will be ignored.

1.14 Closing of Bid

1.14.1 The Bid sealed and addressed as aforesaid, shall be sent under Registered Cover to reach:

The Chairman,
Departmental Procurement Committee,

C/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
Bid for Insurance Covers of CPC,
Procurement & Stores,
01st Floor, No. 609, Dr. Danister De Silva Mawatha
Colombo 09

not later than 1400 hrs. Sri Lanka local time on 30.04.2025. If the Bidder or their representatives choose not to send their bids under registered Cover, they could deposit such bids in the Tender Box provided for this purpose at the office of the above address.

1.15 Opening of Bids

- 1.15.1 The Bids will be opened immediately after the closing date and time fixed for receipt of bids, at the office of above address or such other place as arranged if the office of the Manager (Procurement & Stores) is not available.
- 1.15.2 The Chairman, DPC or his nominated representative will open the Bids in the presence of the representatives of the Bidders, who choose to attend the bid opening at the time, the date and at the opening place specified in the Invitation to Bid. Representatives of Bidders shall sign a register as proof of their attendance.
- 1.15.3 The Bid prices, discounts, and bidders' names, the presence or absence of the requisite Bid Security, will be announced at the opening. Late bids will not be entertained and will be returned unopened to the bidder.

1.16 Insurance Cover Bid Forms

- 1.16.1 Bidder is required to duly sign and return the Insurance Cover Bid Form indicating their bids in detail.
- 1.16.2 Prices not submitted on the prescribed form and in the manner required are liable for rejection.

1.17 Preliminary Examination of Bids

- 1.17.1 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 Bidder in writing.
- 1.17.2 The response shall be in writing within five (05) days from the clarifications notice of the DPC and no change in the price or substance of the Bid shall be permitted.

1.18 Correction of Errors

- 1.18.1 The Bid determined to be substantially responsive will be checked for any arithmetical error and errors will be corrected in the following manner.
 - 1.18.1.1 Where the discrepancy is between the amount in figures and the amount in words, the amount in words will prevail.
 - 1.18.1.2 Where the discrepancy is between unit rate and the line total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Chairman, DPC, 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.
 - 1.18.1.3 The amount stated in the Form of Bid adjusted in accordance with the above procedure with the concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the correct amount of bid, the bid shall be rejected.

1.19 Evaluation Criteria

1.19.1 The DPC will carry out a detailed evaluation of the bids based on the following;

- a) Whether the eligibility criteria and technical aspects are properly addressed, and the Bids are substantially responsive.
- b) Financial position of the insurance provider (Annexure E and refer Eligibility criteria Clause 1.2.3)
- c) The lowest acceptable total premiums of the substantially responsive bid (should be within the deductible limits given by Scope of Insurance Cover).
- d) Bid for the insurance cover must be 100% supported/accepted either by reinsurance (in respect of sums insured or limits exceeding the automatic acceptance capacity of the Bidder), Insurer's own insurance and/or coinsurance arrangements as the case may be. Any bids for which 100% is not supported/accepted by way of documentary proof as required under Clauses 2.6.4, 2.6.5 and 2.6.6, will be rejected.

International reinsurance companies must have a minimum credit rating of BBB or higher according to the Standard & Poor or AM Best or an equivalent rating from a recognized International Rating Agency and such information should be supported by documentary proof. Annexure D must be duly completed, signed and submitted by the Bidder (insurance company) along with the Bid documents.

- e) The draft Insurance Policy shall comply with the reinsurer terms, conditions and deductibles indicating in the Draft Reinsurer Quote Slip.

Failure to provide such confirmation shall make the bid null and void.

1.20 Right to accept or reject any or all Bids

1.20.1 The Departmental Procurement Committee (DPC) will not be bound to accept the Bidder who has submitted the lowest bid. The lowest evaluated substantially responsive bids will be accepted based on the result of the evaluation carried out in accordance with the Evaluation Criteria mentioned in Clause 1.19. The DPC reserves the right to select all or part of an offer or to reject any or all bids without assigning any reason. In the event the DPC rejects all Bids submitted, the DPC reserves the right to call for fresh Bids.

1.21 Award of Contract

1.21.1 Award Criteria

Subject to ITB Clause 1.19 the Procurement Committee will 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..

1.21.2 Notification of Award and enter into a formal Contract

- a. On a Bid thereof being accepted, CPC will notify such acceptance to the Bidder and/or insurer in the form of a 'Letter of Award' to the address given by the Bidder whose bid or group thereof has been accepted.
- b. Upon such notification the successful Bidder/Insurer (as the case may be) shall be deemed to have entered into contract with the CPC in the performance of the services for which the bid

was accepted, on the basis of the bid and the Bidder shall there upon be deemed to be the Contractor for the performance of the intended services.

- c. Contract Agreement - The successful bidder would be called upon to enter into an agreement with CPC after awarding the Tender. The contract agreement shall be signed within seven (07) days from the date of Letter of Acceptance. A specimen of Contract Agreement is attached in Annexure "F". In case, the successful bidder DPC accepts the bid of registered agent/broker as per the evaluation criteria in the ITB 1.19, the contract agreement shall be signed by registered Insurance Company.
- d. If there is a change in the Bidder's address, the Bidder shall forthwith notify the Manager (Procurement & Stores), Ceylon Petroleum Corporation, Procurement & Stores Function, 01st Floor, No 609, Dr. Danister De Silva Mw. Colombo 09 of such change.

1.21.3 If the successful Contractor fails to enter into a formal contract with CPC within seven (7) days of notice as indicated above, the Contractor's name will be placed on the list of defaulting contractors and the CPC shall forthwith be entitled, in its absolute discretion, to make with such other party as it may think fit (whether with another bidder or not) at the risk and expense of the Contractor. The arrangements required for the execution of the Contract for which the successful Contractor's Bid shall have been accepted and shall be further entitled to recover from the successful Contractor all losses, costs, damages and expenses which the CPC may sustain in consequence of such failure. The Contractor shall be liable for forfeiture of the Bid Security furnished by them along with the bid at the time of bidding.

1.22 Communications

All communications by the DPC and/or CPC shall be with the Bidder's / Insurer's or Insurance Broker's Head Office/ Registered Office. The DPC and/or CPC shall not communicate with any branch office and/or branch personnel of the Bidder/Insurer/Broker.

Chairman,
Departmental Procurement Committee,
Ceylon Petroleum Corporation,
Procurement & Stores Function,
1st Floor,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.

Tel – 011-7296330

2. GENERAL TERMS AND CONDITIONS OF THE BID

2.1 Definitions and Interpretations

2.1.1	Insured	Ceylon Petroleum Corporation
2.1.2	Accident	An unforeseen or untoward event or occurrence which is not expected from the standpoint of its victim. The main purposes of the word appear to be the desire to safeguard insurers from losses lacking a fortuitous element or an event or occurrence deliberately engineered by the insured, which are clearly not intended to be covered.
2.1.3	Bodily injury	Means partial or total disablement by accident, sickness or disease including death
2.1.4	Property Damage	Means physical loss of or damage to or destruction of tangible property including resultant loss of use of such property
2.1.5	Contract	Means the Instructions to the Bidders, General Terms and Conditions of the Bid, Insurance Cover Bid form, Form of Bid, Premium, Discounts, Letter of Acceptance, Agreement, letter of award.
2.1.6	Aviation Fueling Liability	This policy is to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay or by final judgment be adjudged to pay up to but not exceeding the amounts specified in the Declarations, to any person or persons as damages. for bodily injury and/or property damage caused by occurrences during the policy period mentioned in the declarations and arising out of Insured's business as suppliers of aviation fuels including aircraft fueling, defueling, refueling, including products liability arising out of the possession, use, consumption or handling of goods or products (including related advice and services) used in the Insured's business after such goods or products have ceased to be in the possession or under the control of the Insured
2.1.7	Depot Operator	Shall mean an entity, company or unit that manages the handling of aviation fuels (and other products as indicated in 2.1.6) at airport premises. Responsible to conduct activities in accordance with the approved industry standards. A depot operator takes control of the product the moment it is delivered by the pre-airfield facility (marine terminal, marketing terminal, and refinery) to the Airport. The control of the product handling ends when the product is handed over to the into plane operator.
2.1.8	Into-Plane Operator	Shall mean an entity, company or unit that delivers fuel (and other products as indicated in 2.1.6) to customer's aircrafts. Responsible to conduct activities in accordance with the approved industry standards. Into-plane operations may include the transportation of the fuel from the depot to the airplane (Refuellers, Hydrant System & Hydrant Dispensers, Pump Skids, Fuel Drums and fueling cabinets)

2.1.9	Marketer	Shall mean an entity, company or unit that has contractual agreements with aviation customers or airlines. Marketer is responsible to ensure that quality of the product maintained by into-plane and Depot operator and that fuel (and other products as indicated in 2.1.6) is handled and delivered in accordance with the approved industry standards.
2.1.10	Occurrence	Shall means an accident or series of events arising out of one occurrence or a continued or repeated exposure to conditions occurring during the policy period, which results in Bodily injury or Property damage neither expected nor intended from the stand point of the named insured. All Bodily injury or Property damage arising out of one accident or substantially the same general conditions shall be deemed to arise out of the occurrence
2.1.11	Volume	shall mean amount of aviation fuels handled during Into-Plane operations such as refueling, defueling etc.
2.1.12	Hazard	A hazard is a situation that, in particular circumstances could lead to Bodily Injury and/or Property Damage. Potential hazards during aviation refueling or defueling shall be described but not limited to “Major fire due to hydrant pit valve rupture, Major fire due to spill/rupture of hydrant coupling hose, Major fire due to coupling/hose failure, Major fire due to tanker (Refueller or Road Bridger) rupture , Major fire due to spill from Refueling vehicles or aircraft (e.g. wing vent, fuel adapter etc.), Fuel contamination, Refueling Incorrect Fuel, Refueling Insufficient Fuel , Spillage of fuel, Unreported vehicle collision with stationary aircraft, Refueling Vehicle collision with aircraft on the move, Refueling Vehicle collision with passengers , Fueling fire, etc.”

2.2 Special Conditions

- 2.2.1 There are no known or reported losses or incidents likely to result in a claim except what has been already informed to the Insurer and/or indicated in the Bid document.
- 2.2.2 Deductible – As specified under the Section 3
- 2.2.3 The Successful Insurer should agree to indemnify the Insured any loss included against the risks covered as stipulated in the insurance policy.
- 2.2.4 The Insurance cover to be executed between the CPC and the successful Bidder/Insurer shall be as per the cover agreed upon by the CPC.
- 2.2.5 CPC reserves the right to terminate the cover at any time with immediate effect. The Insurer may terminate the contract by giving at least three months’ notice in writing. In such situation reimbursement of premium amount due to CPC shall be determined as per the standard General Conditions of AVN 105 dated 22.01.09 published by the Aviation Insurance Clauses Group (AICG) and General Terms and Conditions of the Bid.

- 2.2.6 In the event of an increase in the insured value within the insured period, the premium payable for the increase in the sum insured will be on a pro-rata basis, based on original premium quoted and on the same terms and conditions of the Bid.
- 2.2.7 Claims should be settled in full within a minimum time period from the date of a claim as per provisions, directives & guidelines given by Insurance Regulatory Commission of Sri Lanka (IRCSL).
- 2.2.8 However all claims should be settled as per the insurance contract within the minimum possible period which is lesser than the period specified under clause no 2.2.7 from the date of a claim depending on the value and nature of the damage/loss.

2.3 Performance Security

- 2.3.1 The successful Bidder/Insurer is required to provide a performance security to safeguard the CPC against nonperformance of the contract. The successful bidder/Insurer, on being notified by CPC of the acceptance of the bid, shall furnish at its own expense, a performance security (format given in Annexure C) in one of following forms within ten (10) days of such notification. Such performance security shall be, a minimum sum equivalent to 10% of the total Contract value (inclusive of taxes).
- a) in the form of a bank guarantee issued by a Licensed Commercial Bank operating in Sri Lanka, or
 - b) in the form of a cash deposit to the CPC Cashier.

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

The successful Bidder/Insurer, in the event of their failure to furnish the performance security as required, shall be liable for any losses, costs, expenses & damages, which CPC 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 CPC and shall be unconditionally en-cashable on demand by CPC and shall be valid for a period of Fourteen (14) months from date of the confirmation of award. In exceptional circumstances, prior to expiry of the period of validity of the Performance Security, CPC may request to extend the period of validity for a specified additional period, until CPC receives the Cover confirmation.

2.4 Mode of Payment

- 2.4.1 Total premium (inclusive of taxes) will be paid in full in 60 days in USD upon successful activation of insurance policy in line with CPC requirements from the date of inception of insurance period.

2.5 Submission of draft Insurance Policy:

- 2.5.1 The bidder should submit Draft Insurance Policy and Draft Reinsurer Quote Slip with the bid, indicating all exclusions, deductibles & condition for the respective Insurance documents. Amendments to the Insurance Policy after submission of the Draft Insurance Policy and Draft Reinsurer Quote Slip will not be accepted. The draft Insurance Policy shall comply with the reinsurer terms, conditions and deductibles indicating in the Draft Reinsurer Quote Slip.

2.6 General Conditions:

- 2.6.1 Bidders must acquaint themselves fully with the conditions of the Bid. No plea for lack of information or insufficient information will be entertained at any time.
- 2.6.2 The Bids and any contract resulting therefrom shall be governed by and construed according to the laws of Sri Lanka.
- 2.6.3 No Bid shall be considered unless all the conditions laid down in the document have been strictly fulfilled.
- 2.6.4 Confirmation/Declaration letter from the reinsurance Company or reinsurance broker in their letterhead or acceptable letter issued by the insurance company duly stamped & signed by the reinsurer or reinsurance broker with the percentage (%) share accepted by the reinsurer or re insurer broker must be submitted with the Bid.
- 2.6.5 The bid should be complete with 100% reinsurance support in respect of sums insured or limits exceeding the automatic acceptance capacity of the Bidder (insurance company). International reinsurance companies must have a minimum credit rating of BBB or higher according to the Standard & Poor or AM Best or an equivalent rating from a recognized International Rating Agency and such information should be supported by documentary proof. **Annexure D must be duly completed, signed and submitted by the Bidder (insurance company) along with the Bid documents.**
- 2.6.6 If the Bidder/Insurer has obtained coinsurance arrangement with or support from another Sri Lankan insurer registered with the IRCSL in respect of any risk for which the Bidder is submitting bids, a letter from such coinsurance partner on their letterhead must be submitted depicting the share underwritten/accepted by such coinsurance partner.
- 2.6.7 Reinsurers of the insurance companies who are submitting bids should be in conformity to the guidelines given by Insurance Regulatory Commission of Sri Lanka (IRC SL) for insurance companies in procuring reinsurance. Further such reinsurers should have met credit rating requirement of IRC SL. Bidder (insurance company) must submit a letter confirming that the bidder's company has complied with such requirements of IRC SL in this respect along with the bid document.
- 2.6.8 The list of reinsurers and their relevant acceptance percentage of cover to be placed with them and the validity period of such reinsurance acceptance for each and every cover must be detailed clearly in Annexure E.
- 2.6.9 The insurer shall submit documentary proof (within 14 days from the date of CPC making the insurance premium) such as bank transfer slip, acknowledgement by reinsurer to the satisfaction of CPC, on payment of the premium by CPC, the premium has been remitted to the reinsurer/reinsurance broker.
- 2.6.10 The Language to be used is English and correspondence between the insured and the insurer shall be in English.

2.7 Arbitration

Any dispute, difference, controversy, or claim arising out of or in connection with this Agreement, including any dispute regarding its interpretation, the rights, duties, obligations, or liabilities of the parties hereunder, or concerning the operation, breach, termination, or validity of this Agreement, shall be referred to and finally resolved by arbitration. The arbitration shall be conducted in accordance with the Rules of the Arbitration Centre of the Institute for the Development of Commercial Law and Practice in Sri Lanka, and shall be governed by the UNCITRAL Arbitration Rules in force at the time of the arbitration, except to the extent that such rules are modified by the provisions of this Agreement.

The arbitral tribunal shall consist of three (3) arbitrators. Each party shall appoint one arbitrator within thirty (30) days of the notice of arbitration. The two (2) party appointed arbitrators shall then jointly appoint a third arbitrator, who shall act as the presiding arbitrator. In the event that a party fails to appoint an arbitrator within the specified time, or the two (2) appointed arbitrators fail to agree on the appointment of the presiding arbitrator within thirty (30) days, the appointment shall be made by the Arbitration Centre.

The place of arbitration shall be Colombo, Sri Lanka, and the proceedings shall be conducted in the English language.

The arbitration proceedings, including the composition and jurisdiction of the arbitral tribunal, the conduct of the arbitration, and the enforcement of any award, shall be governed by the provisions of the Arbitration Act No. 11 of 1995 of Sri Lanka. The laws of Sri Lanka shall govern the interpretation and enforcement of this arbitration agreement.

The award rendered by the arbitral tribunal shall be final and binding upon the parties, and may be enforced in any court of competent jurisdiction.

Chairman,
Departmental Procurement Committee,
Ceylon Petroleum Corporation,
Procurement & Stores Function,
01st Floor, No 609, Dr. Danister De Silva Mawatha,
Colombo 09.

3. INSURANCE COVERS REQUIRED

Limit of Liability	<p>Combined single limit, Bodily Injury/ Property Damage/Personal Injury USD 500,000,000 any one occurrence, or series of events arising out of one event and in the aggregate for the period of insurance but :</p> <ul style="list-style-type: none"> • Aviation Products Liability limited to USD 500,000,000 any one occurrence and in the annual aggregate • Grounding Liability limited to USD 125,000,000 any one occurrence and in the annual aggregate • Personal Injury limited to USD 25,000,000 any one occurrence and in the annual aggregate • Legal costs and expenses payable in addition to the above limits
Name & address of the insured locations	<p>The policy shall specifically cover Ceylon Petroleum Corporation in its roles as Depot Operator, marketer and Into-Plane Operator handling aviation fuel volumes at</p> <ul style="list-style-type: none"> • Bandaranaike International Airport (BIA) at Katunayake, Sri Lanka • Mattala Rajapakse International Airport (MRIA) at Hambantota, Sri Lanka • Colombo International Airport at Ratmalana (CIAR), Sri Lanka • Jaffna International Airport (JIA) at Palali, Sri Lanka • Batticaloa International Airport at Batticaloa, Sri Lanka <p>Worldwide in respect of aviation refueling products coverage.</p>
Insurance Covers Required	<ul style="list-style-type: none"> • AVIATION FUELLING LIABILITY INSURANCE based on AVN 105 clause dated 22.01.09 published by the Aviation Insurance Clauses Group (AICG). • FUELLING GROUNDING LIABILITY EXTENSION based on AVN 106 clause dated 22.01.09 published by the Aviation Insurance Clauses Group (AICG). • PERSONAL INJURY EXTENSION based on AVN 60A clause dated 24.12.2004 published by the Aviation Insurance Clauses Group (AICG). <p>It shall cover the following:</p> <ol style="list-style-type: none"> (a) Bodily Injury and/or Property Damage caused by an Occurrence at any airport and/or heliport premises, subject to the Geographical Limits stated in the bidding document, arising out of the Insured's business of storage and supply of fuel and/or equipment related thereto, for use in connection with aircraft. (b) Loss of use of aircraft occurring after delivery of product to and acceptance by a purchaser or purchasers or operator or operators of such aircraft, and caused by a grounding arising out of the Products Hazard. (c) legal liability for damages to any person arising out of one or more of the offences, but only where such offences are committed in connection with that part of the Insured's aviation operations or interests.
Deductibles	Nil
Claim History	Nil (In the history of more than 50 years of operations of CPC Aviation)
Geographical Limits	Worldwide
Jurisdiction	Sri Lanka
Currency	Premium inclusive of taxes and fees to be quoted in USD
Payment & Claim Settlement	USD

4. INSURANCE COVER BID FORM

CATEGORY	AVIATION FUELING LIABILITY INSURANCE COVER			
TYPE	LIABILITY INSURANCE			
SUM INSURED	USD 500,000,000			
DEDUCTIBLE IF ANY	NIL			
LIMITATION OF LIABILITY				
EXCLUSION CLAUSES (IF ANY)				
CONDITIONS (IF ANY)				
ANNUAL PREMIUM (WITHOUT VAT) USD	1. Basic Premium	AVN 105		
		AVN 106		
		AVN 60A		
	2. Cess (if any)			
	3. Admin Fees (if any)			
	4. Other Taxes payable (if any)			
	5. Other charges/Stamp fee			
	6. Policy Fees			
	7. Total Annual Premium (excl. VAT)			
Total Annual Premium excl. VAT in words:				
ANNUAL PREMIUM (INCLUDING VAT)	USD			
	Total Annual Premium incl. VAT in words:			
PERCENTAGE OF THE NO CLAIM BONUS				
VAT Registration No.				

.....
SIGNATURE OF BIDDER

.....
SEAL & DATE

NAME & ADDRESS OF THE BIDDER:

.....

ANNEXURE “A” FORM OF BID

The Chairman
Departmental Procurement Committee
.....
.....

Bid for AVIATION FUELING LIABILITY INSURANCE COVER (USD 500 Million) OF CEYLON PETROLEUM CORPORATION FOR THE YEAR 2025/2026.

1. I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the Instructions to Bidders and General Terms and Conditions of Bid pertaining to the above Bid, along with Insurance Cover Bid Forms thereto, do hereby undertake to provide the policy referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of (without VAT) (in figures) USD.....
.....
..... (in words)

The makeup of the aforesaid total Bid Price is given in the accompanying insurance Cover Bid Forms.

2. I/We confirm that this Bid shall be open for acceptance until..... and that it will not be withdrawn or revoked prior to that date.

3. I/We attach hereto the following documents as part of my/our Bid:
- a) Annexure A - Original of the Form of Bid, duly completed, signed, dated and sealed
 - b) Annexure B - Bid Security Guarantee issued by Licensed Commercial Bank operating in Sri Lanka
 - c) Annexure D - Schedule of Policy Reinsurance Arrangements and Reinsuring details, duly filled, signed, dated and sealed
 - d) Annexure E - Schedule of Specimen for Company Profile and Statement duly filled, signed, dated and sealed.
 - e) Annexure G - If agent/broker is the bidder
 - f) Original of the General Terms and Conditions of the Bid. Each page duly signed and dated.
 - g) The Insurance Cover Bid Form, duly filled, signed, dated and sealed.
 - h) Confirmation/Declaration letter from the reinsurance Company or reinsurance broker in their letterhead or acceptable letter of insurance company duly stamped & signed by reinsurer or reinsurance broker with the percentage (%) share accepted by the reinsurer or re insurer broker must be submitted with the Bid document.

If the Bidder has obtained coinsurance arrangement with or support from another Sri Lankan insurer registered with the IRCSL in respect of any risk for which the Bidder is submitting bids, a letter from such coinsurance partner on their letterhead must be submitted depicting the share underwritten/accepted by such coinsurance partner.

- i) Documentary proof should be submitted from a recognized International Rating Agency that there is minimum credit rating of BBB or higher (Clause 2.6.5).
 - j) Letter confirming that the bidder's company has complied with the requirement of Insurance Regulatory Commission of Sri Lanka (Clause 2.6.7)
 - k) Certified copy of Memorandum and Articles of Association of the Insurer.
 - l) Certified copy of Certificate of Incorporation or Business Registration.
 - m) A copy of the valid certificate of Public Contract Act (PCA 03) issued by the Registrar of Companies.
 - n) A copy of the payment receipt of non-refundable fee.
 - o) Draft Insurance Policy and Draft Reinsurer Quote Slip (Clause 2.5.1)
 - p) Certified copy of the Registration under the Insurance Regulatory Commission of Sri Lanka (IRCSL).
 - q) Audited Financial Statements of the bidder for the past three consecutive years (i.e. Years 2020,2021, 2022,2023 & 2024)
4. I/We understand that you are not bound to accept the lowest Bid and that you reserve the right to reject any or all Bids or to accept any part of a Bid without assigning any reasons thereof.
5. We undertake to adhere to the Bid conditions.
6. My/Our Bank Reference is as follows:

.....

Signature of Bidder :

Name of Bidder :

Address :

.....

.....

E-mail :

Fax :

Date :

ANNEXURE “B” FORMAT FOR 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: [Insert (by PE) name & address of Employer/Purchaser]

Date : [insert (by issuing agency) date]

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 execution/ supply [select appropriately] of [insert name of Contract] under Invitation for Bids No. [insert IFB 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 or 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 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 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 Insurance policy, 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 Insurance policy 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 of authorized representative(s)]

ANNEXURE “C” FORMAT FOR PERFORMANCE GUARANTEE

..... [Issuing Agency’s Name and Address of issuing Branch or Office].....

Beneficiary:[Name and Address of Employer]
.....

Date :

PERFORMANCE GUARANTEE NO.:

We have been informed that[name of Contractor/ Supplier] (hereinafter called “the Contractor”) has entered into Contract No.[reference number of the contract] dated

.....with you, for the [insert “construction”/ “Supply”] of[name of contract and brief description of Works] (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 theday of, 2025 [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.

This guarantee shall be governed by the laws of Sri Lanka and shall be subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above.

.....
[Signature(s)]

ANNEXURE “E” COMPANY PROFILE

BIDS FOR THE INSURANCE COVERS FOR PROPERTIES & OTHERS OF CPC FOR THE YEAR 2025/2026

- 1. Name of Insurer :

- 2. Address :

- 3. Telephone No(s) :

- 4. Date of Registration of the Company :

- 5. Year of Commencement of Business :

- 6. IRCSL Registration Year and Reference:

- 7. Name Designation and Contact Details of Authorized person/Contact Person:
 - a).....
 - b).....
 - c).....

- 8. Financial Status of the Company (Not Group of Companies) (sub-clause 1.2.4 of ITB)

Period	Gross written premium on insurance income	Profit After Tax	Attached Audited Financial Statements (Yes /No)
2020			
2021			
2022			
2023			
2024			

9. VAT Registration No:

10. Brief description of main business activities:

Authorized Signature of Insurer:

Date:

Name:

Company Seal:

ANNEXURE “F” FORMAT OF CONTRACT AGREEMENT

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM CORPORATION AND M/s.-----FOR THE INSURANCE COVERS FOR AVIATION FUELLING LIABILITY OF CEYLON PETROLEUM CORPORATION. - Tender Ref No:

This contract agreement is made and entered into this between the Ceylon Petroleum Corporation, set up as a state enterprise by Act No.28 of 1961 in parliament, having its registered office at Ceylon Petroleum Corporation Head Office , Colombo 09, Sri Lanka (hereinafter called and referred to as the “CPC” which terms of expression as herein used shall where this context so requires and admits mean & include the said Ceylon Petroleum Corporation & its successors & assigns) as one part and M/s -----(hereinafter called the “Service Provider” which terms of expression as herein used shall where this context so requires and admits mean & include the said M/s -----& its successors & assigns) as the other part.

WHEREAS CPC invited BIDS FOR INSURANCE COVERS FOR AVIATION FUELLING LIABILITY OF CEYLON PETROLEUM CORPORATION under the **Tender Ref No: B/ /2025** (hereinafter called and referred to as “the Contract”) and has accepted a bid in full/group/s by the Service Provider for the Contract in the total sum of **Rs.....+ VAT (Rs.....)** (hereinafter called and referred to as “the Total Premium”), and the remedying of any defects therein.

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 CPC and the Service Provider and each shall be read and construed as an integral part of the Contract:
 - This Contract agreement
 - Instruction to bidders
 - Duly filled Insurance Cover Bid forms submitted by the bidder
 - General Terms and Conditions of the Bidding document
 - Duly filled Form of bid
 - Insurance Covers Required (including Schedule of Requirements and Insurance Coverage)
 - The CPC Notification of Award
 - Clarification and responses on bid
 - Negotiation memo (if any)
 - Letter of Acceptance by bidder
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 CPC to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the CPC to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The CPC hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Total Premium as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. In case of failure to complete the tender process in order to select the new service provider before expiry of the existing contract, existing service provider shall extend the existing contract by two months period and the premium for the additional period would be calculated at pro rata basis on original premium.

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 Service Provider

For and on behalf of CPC

.....

.....

Authorized Signature of the Service Provider
(COMMON SEAL)

Authorized Signature of CPC
(COMMON SEAL)

In the presences of witness:

1. Name & NIC No:
Signature:
Address:

2. Name & NIC No:
Signature:
Address:

ANNEXURE “G” FORMAT OF LETTER OF AUTHORIZATION

[The Bidder shall require the Registered Insurance Company to fill in this Form in accordance with the instructions indicated. This letter of authorization shall be on the letterhead of the registered insurance company and shall be signed by a person with the proper authority to sign documents that are binding on the Insurer.]

Date: [Insert date]

Name of Tender: **BIDS FOR INSURANCE COVERS FOR AVIATION FUELLING
LIABILITY OF CEYLON PETROLEUM CORPORATION**

Tender Ref: B/ /2025

To: The Chairman
Departmental Procurement Committee
C/o Manager Procurement & Stores Function
Ceylon Petroleum Corporation
01st Floor, - Colombo 09
Sri Lanka.

WHEREAS

We [insert complete name of Registered Insurance Company], having registered office at.....[insert full address of Insurance company], do hereby authorize [insert complete name of authorized agent/broker] to submit a bid for the purpose of BIDS FOR INSURANCE COVERS FOR AVIATION FUELLING LIABILITY OF CEYLON PETROLEUM CORPORATION, and to subsequently negotiate.

We hereby confirm the service offered as per the General Terms and Conditions and conforming to service contract required in Section 03 of this bidding document.

Name [insert name of authorized agent/ Broker]

Signature [insert signature of authorized agent/ Broker]

Duly authorized to sign this Authorization on behalf of
[insert complete name of Insurer]

Authorization Officer of the Insurer (Name)

Capacity (Chairman / Managing Director / CEO / Proprietor)

Address [insert the address of the Insurer]:
.....

Company Seal (Rubber Stamp)

Date:

ANNEXURE “H” FUEL SALES VOLUMES OF AVIATIONS

Period	BIA		CIAR		MRIA		JIA		Total	
	Jet A – 1 (Ltr.)	Avgas (Ltr.)	Jet A – 1 (Ltr.)	Avgas (Ltr.)						
Sales Volume (01.01.2024 – 31.12.2024)	576,689,728	-	1,533,623	119,200	10,834,342	3,600	112,573	-	589,170,266	122,800
Forecasted Sales Volume for next 12 months	693,500,000	2,400	2,160,000	219,000	11,000,000	2,400	396,000	-	707,056,000	223,800