



**JANITORIAL SERVICES FOR THE
NEW HEAD OFFICE BUILDING AT DEMATAGODA &
AGRO CHEMICAL FUNCTION, KOLONNAWA**

B/25/2017

CEYLON PETROLEUM CORPORATION

BIDDING DOCUMENT

ENGINEERING & PREMISES- 2017

TENDER NOTICE

CEYLON PETROLEUM CORPORATION

JANITORIAL SERVICES FOR THE NEW HEAD OFFICE BUILDING AT DEMATAGODA AND AGRO CHEMICAL AT KOLONNAWA

B/25/2017

The Chairman, Departmental Procurement Committee (PC) of Ceylon Petroleum Corporation will receive sealed bids from reputed organizations for the above.

Bidders who have past experience in similar services may collect the Bidding Documents from my office on payment of Rs. 1,000.00 (i.e Rs. **852.51 + 2% NBT + 15% VAT**) which is non-refundable. Bidding Documents will be issued up to **1500 hrs. on 21.09.2017**. The Bid will be closed at **1400 hrs. on 22.09.2017** and bids received will be opened immediately thereafter.

Bidder or his representative will be permitted to be present at the time of opening the bid.

The duly completed Bidding Document may be deposited in the tender box available in my office or sent by registered post to the address given below to reach us before the date and time of closing of the bid.

Bidding document could be inspected free of charge in my office until **21.09.2017**. Clarifications, (if any), shall be sought from the Engineering & Premises Manager over the Tel. No. 011 5455132 or from my office over Tel. Nos., 5666225/5455330 (Fax : 5455424).

Note : A site visit will be conducted at **10.00 hrs. on 15.09.2017** in the Premises of Head Office of CPC. It is a mandatory requirement for interested bidders to participate for the site visit.

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

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1. INSTRUCTIONS TO BIDDERS

1.1 Issue of Bidding Documents :

Bidders are called for the Janitorial Services for the Head office, 609, Danister De Silva Mawatha, Colombo-09 of Ceylon Petroleum Corporation. Bids should be submitted in the forms available from Manager (Procurement & Stores), Procurement & Stores Function, No.609, Dr. Danister De Silva Mawatha, Colombo 09.

The period of Contract shall be **12 Months from 23.11.2017 to 22.11.2018.**

1.2 Submission of Bidding Documents

Sealed Bids should be sent by post under registered cover to reach the Procurement & Stores Function before the closing time of the Bid.

However, if a Bidder wishes, he/she may deposit the Bid in the Tender Box available at the Procurement & Stores Function, 01st Floor, No.609, Dr. Danister De Silva Mawatha, Colombo 09, before the closing date and time.

1.3 Experience :

All the Bidders should submit their experience in Janitorial Service in last 03 Years (2014, 2015, 2016) including the period of contract, details of Contact Nos. and Name of Clients.

1.4 Validity Period of the Bid :

The period of validity of the Bid shall be seventy seven (77) days from the date of closing of the Bid.

1.5 Work in Hand :

The list of Janitorial Services in hand to be submitted with copies of relevant agreement.

1.6 Closing and Opening of Bids :

The Bid will be closed at **1400 hrs. on. 22.09.2017** and bids received will be opened immediately thereafter.

1.7 One Bid per Bidder :

Each Bidder shall submit only one bid and who submits more than one bid will be disqualified.

1.8 Bid Guarantee :

1.8.1 A Bid Guarantee (Annex "B") to a value of **Rs. 125,000.00** shall be submitted along with the Bid. Any Bid not accompanied by an acceptable Bid Guarantee will be **"REJECTED"**.

- 1.8.2 The Bid Guarantee should be in one of the following forms and valid for a period of Hundred and Seven (107) days from the date the closing of the Bid.
- 1.8.3 A photocopy of the payment receipt for cash deposit paid to the Accountant, Ceylon Petroleum Corporation, No.609, Dr.Danister De Silva Mawatha, Colombo 09., in favour of the name of Ceylon Petroleum Corporation.
- 1.8.4 A Fixed deposit receipt from a Bank operating in Sri Lanka, in the name of Ceylon Petroleum Corporation, No. 609, Dr.Danister De Silva Mawatha , Colombo 09.
- 1.8.5 A Bid Security Guarantee from a Bank operating in Sri Lanka. The format of the guarantee shall be in accordance with the Specimen Form of the Bid guarantee included in the Bidding Document.

1.9 Release of Bid Guarantee:

Bid Guarantee from unsuccessful Bidder will be returned after receipt of the Performance Guarantee from the successful Bidder.

1.10 The Bid Guarantee shall be forfeited in the event:

1.10.1 If the Successful Bidder fails to furnish a Performance Guarantee complying to the form Annex D within a period of seven days from receipt of the “Letter of Award”.

1.10.2 The Bidder has withdrawn his Bid during the validity period of the Bid.

1.11 Sealing and marking of Bid :

The Bid shall seal the ‘ORIGINAL’ and the ‘COPY’ of the Bid in Separate envelopes, duly marked ‘ORIGINAL’ and ‘COPY’. The envelopes shall then be sealed and in outer envelope.

1.11.1 Be addressed to the Employer at the address provided in Clause 2

1.11.2 Bear the name of the contract as defined in Clause 1

1.12 Site Visit

The site visit is a mandatory requirement prior for bidding.

Site visit will be held at **10.00 hrs. on 15.09.2017**. The bidder will be authorized to participate for the site visit with one more nominated person.

1.13 Clarifications sought :

Clarifications (if any) shall be sought from the Manager (Procurement & Stores) over Tel Nos. 5666225/5455330, or Fax No.5455424.

2. CONDITIONS OF CONTRACT

2.1 Performance Security:

- 2.1.1 Within 07 days from receipt of the “Letter of Award”, the Contractor shall deliver to the Employer a Performance Guarantee amounting to 5% of the Contract price, in the form of a Bank Guarantee or as a cash deposit to CPC.
- 2.1.2 If the Performance Guarantee provided by the successful Bidder is in the form of a Bank Guarantee, it shall be issued as per **Annexure “D”**, by a Bank located in Sri Lanka and, acceptable to the Employer .
- 2.1.3 If the Successful Bidder fails to comply with the requirements of sub-Clause (2.1.1 & 2.1.2), it shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Guarantee.

2.2 Mode of Payment

Payments will be done on monthly basis, based on the “Schedule of Prices” of the document.

2.3 Penalty Charge

A penalty charge up to maximum of 5% of the monthly bill will be charged for any shortcomings noted during the month same will be informed to the contractor.

2.4 Defaults by Successful Bidder

If the successful Bidder, defaults in supplying the said service or otherwise commit a breach of any of the provisions in the Contract with CPC for the contract “Janitorial Service for the Head Office at Dematagoda and Agrochemical Building at Kolonnawa”, he shall be liable to pay to CPC, all losses, damages and expenses incurred by CPC, in consequence of such default or breach. Bidders should declare that they had read the Bid conditions, and that they make the offer in compliance with, and subject to all the conditions thereof, and agree to perform the services in accordance with the said conditions in the manner therein set out, and in terms of this Bid.

2.5 Security Clearance:

The selected companies shall take the full responsibility of their employees specially with regard to the co-operation property and other security requirements required by the government security measures & CPC.

2.6 Termination

If any shortcomings of the cleaning service are noticed, a warning letter will be issued explaining the shortcomings of the service. The service will be closely monitored for a period of one month from the date of the warning letter is issued. If the service is not improved by the Successful Bidder, CPC reserves the right to terminate the contract within a period of one month from the date of notice is given.

2.7 Working Days & Hours

Working days of this contract will be from Monday to Saturday. Working time during week days will be from 7.00 am to 4.30 pm and on Saturday from 7.30 am to 4.00 pm.

2.8 Scope of supply by CPC

2.7.1 A Changing room for the workers

2.7.2 Office for the supervisor at the Basement Floor

2.7.3 A room to keep cleaning equipment in each floor

2.9 Scope of Supply by the Contractor

2.8.1 The successful Bidder should insure that all workers for any damage and loss of their life. This Insurance Cover to be produced to CPC, before the payment of the 1st month for this contract.

2.8.2 All salaries & wages, overtime, EPF, ETF and other relevant payments to the employees of the contract or to be done by the successful bidder. CPC will not be responsible for workers employment or their payments.

2.10 Force Majeure:

Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion Revolution Insurrection, Earthquake or Plagues, the Bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals connected with this service contract.

2.11 Arbitration.

Dispute Resolution (Arbitration)

Any dispute, difference, controversy, claim arising from out of or in connection with this contract or on the interpretation thereof or on the rights, duties obligations or liabilities of any parties thereto or on the operation, breach, termination or invalidity thereof shall be resolved by Arbitration in Colombo, Sri Lanka and shall be governed by Sri Lankan Arbitration Act No. 11 of 1995 by three (03) Arbitrators and the third (03rd) Arbitrator shall be appointed by two Arbitrators appointed by the parties.

3. SCOPE OF WORK

(CPC Head office building)

Following works are required to be carried out in all buildings, including the main building comprising of 7 floors, mezzanine floor, ground floor and a basement, Stores Building, Security Building and the Yard, Path Ways, Car parks etc. in the CPC premises of 609, Danister De Silva Mawatha, Colombo-09.

3.1 DAILY CLEANING SERVICES

- 3.1.1 Sweeping, cleaning and mopping all Granite, Vinyl carpeted, Tiled floor areas and all cemented floor areas including the balconies on each floors to be free of dust and dirt.
- 3.1.2 Sweeping and cleaning all woolen carpeted floor areas with the use of a suitable carpet sweeper to remove dust, sand and debris from the surfaces.
- 3.1.3 Sweeping and cleaning of all other areas including balconies, terraces cemented floors etc. and drains to be free of leftover waste and dirt.
- 3.1.4 Cleaning of tables, chairs, furniture's and instruments, including all telephones to be disinfected with the use of a suitable telephone disinfectant.
- 3.1.5 Cleaning of lift lobbies inclusive of mopping the floors, walls, lift doors to remove dirt marks and impressions.
- 3.1.6 Cleaning of lift cabs inclusive of cleaning the wall, handrails, floors, lift buttons. Etc.
- 3.1.7 Cleaning of main lobby by the way of buffing the floor with approved chemicals and floor polishing machines. All glass doors windows should be cleaned with the use of a suitable glass cleaning solution to be free of finger marks and dirt. Continuous attention should be made to remove marks and dirt from the glass doors/windows. The floors should also be dry sweep as and when the necessity arise. .
- 3.1.8 Sweeping and wet mopping of all escape and passenger staircases inclusive of cleaning the steps, landings, cleaning and polishing of stainless steel rails.
- 3.1.9 Providing of quality medium size foot operated color coded dust bins for waste segregation (There bins per set for Food Waste, Polythene & Plastic and Papers) as per the requirements of each floor to Premises Engineer's approval. (02 sets for each floor)
- 3.1.10 Providing of approved quality foot operated **sanitary bins** for the ladies wash rooms as per the requirements of each floor to Premises Engineer's approval (02 Nos of each for a washroom)
- 3.1.11 Collection of all wet refuse and dry refuse from all the areas in the building and premises and temporarily to be kept at a designated dumping point within the premises, until disposal.

- 3.1.12 **It is the responsibility of the successful contractor to dispose the daily garbage collection to a suitable dump yard away from the premises.** Ceylon Petroleum Corporation will not take the responsibility for dumping or any cost to be involved.
- 3.1.13 Cleaning of all toilets in the entire building complex. The cleaning entails the heavy duty scrub down of toilet floors, walls, fitting and under fittings commodes, urinals, etc. and disinfecting and spraying of air fresheners. Moreover with the view to maintain the toilets in hygienic condition cleaning **should be carried out at least twice a day.**
- 3.1.14 Cleaning of garden, pathways, roof top machine floors parking areas, machine areas and terrace in 3rd floor.
- 3.1.15 Applying chemicals (both powders and sprays) to control the breeding of mosquito larvae and mosquitoes to all the drains and all possible water accumulating places in the premises.

3.2 ONCE IN A WEEKLY CLEANING SERVICES

- 3.2.1 Heavy duty vacuuming of all carpeted floor areas with the use of a suitable heavy duty vacuum machine in order to remove adhering dust and dirt from the floor surfaces. Spots and stains should also be removed.
- 3.2.2 Heavy duty cleaning of the internal glass surfaces, external glass surfaces with the cleaning access from inside of the building and partitions with the use of a suitable glass cleaning solutions and wipe down implements with the view to achieve a see through appearance of the glass surface.
- 3.2.3 Cleaning of all partitions doors window frames and to be free of dust, dirt and stains including finger marks.
- 3.2.4 Cleaning of curtains/vertical blinds, internally and externally to be free of dirt and stains including finger marks
- 3.2.5 Trimming of grass area and keep clean & tidy the terrace areas
- 3.2.6 Cleaning of kitchen waste lines and industrial waste lines in Mezzanine floor weekly to prevent grease acuminate in waste line.

3.3 MONTHLY CLEANING SERVICES

- 3.3.1 Shampooing with a recommended shampoo and liquid vacuum drying all vinyl carpeted floor areas.
- 3.3.2 Washing and drying all cemented floor areas to be free of dirt and stains.
- 3.3.3 Cleaning of the ceiling to remove cobwebs and cleaning of all overhead fittings and fixtures inclusive of cleaning the A/C ventilators, external of the light diffusers etc.

- 3.3.4 Granite & Marble areas to be cleaned and polished.
- 3.3.5 Cleaning of grease traps and sand filter in the rear side of the building of the ground level.
- 3.3.6 Cleaning of sewer sump waste paper accumulation gully in front of the building
- 3.3.7 Cleaning of ground floor pond by removing fungus, dust particles and other accumulated particles

3.4 QUARTERLY CLEANING SERVICES

- 3.4.1 Shampooing with a recommended shampoo and liquid vacuum drying all woolen carpeted floor areas as to remove dirt, dust and stains.

3.5 REQUIRED MAN POWER

- 3.5.1 02 Nos of full time **experienced supervisors** should be at site during usual working hours. Proven documents to be furnished for experience of supervisor in the same field with the bid.
- 3.5.2 The contractor shall provide sufficient number of people to carry out required work according to the contract. However a minimum of 25 people excluding the supervisors to be present for duty every day. Out of above 25 at least 4 male janitors of allowable working age should be employed. A designated uniform to be provided for each employer & wearing them during the working hours will be compulsory.
- 3.5.3 An attendance register will be maintained at the premises department to record and check this requirements.

3.6 OTHER WORK TO BE CARRIED OUT

3.6.1 BASEMENT

The basement & ground floor car park, waste water gulleys and ramp leading to basement should sweep once a day so to ensure that debris, rubbish and dirt is not visible in the area. The machine rooms Generator, Transformer rooms etc. also to be cleaned.

3.6.2 GROUND FLOOR

The security huts and checkpoints at the entrance and stores building in the rear portion should be cleaned according to the schedule no. 01.

3.6.3 3rd FLOOR 4th FLOOR (CHAIRMAN'S OFFICES / MINISTRY OFFICE)

Vacuum cleaning should be done on daily basis at the Chairman's Office and Hon. Minister & Hon. Deputy Minister office.

3.6.4 CANTEEN

The canteen and the pantry area should be cleaned by sweeping and removing waste including in all tables, wash basins, sinks three times a day.

3.6.5 WASTE WATER SYSTEM

Periodic cleaning of waste water systems including “P” traps in wash basins, Gulleys in order to keep the system in operation.

Periodic removing and collecting sand/mud from yards drains and gulleys from storm water and waste water system and cleaning to avoid blocking the floor.

3.6.6 TERRACE & GARDEN

Maintaining Terraces and Garden with Periodic grass cutting, fertilizing (fertilizers will provide by CPC) watering and chemical spraying (chemicals will supply by CPC) with a experienced Gardner.

4. SCOPE OF WORK

(Agro Chemical Building & Service Station Workshop)

Following works are required to be carried out at the CPC Agro Chemical building and Service Station Workshop at Kolonnawa.

4.1 DAILY CLEANING SERVICES

- 4.1.1. Cleaning of tables, chairs, furniture's and instruments, including all telephones to be disinfected with the use of a suitable telephone disinfectant.
- 4.1.2. Cleaning of all toilets in the entire building complex. The cleaning entails the heavy duty scrub down of toilet floors, walls, fitting and under fittings commodes, urinals, etc. and disinfecting and spraying of air fresheners. Moreover with the view to maintain the toilets in hygienic condition cleaning **should be carried out at least twice a day.**
- 4.1.3. Applying chemicals (both powders and sprays) to control the breeding of mosquito larvae and mosquitoes to all the drains and all possible water accumulating places in the premises.

4.2 REQUIRED MAN POWER

- 4.2.1. The contractor shall provide 02 people to carry out required work according to the contract. However one of the supervisors in the CPC Head Office should supervise his/her work once every week. A designated uniform to be provided for each employer & wearing them during the working hours will be compulsory.
- 4.2.2. An attendance register will be maintained at the Premises Department to record and check this requirements.

5. SCHEDULE OF PRICES

BREAKDOWN OF MONTHLY COST

Please indicate your total monthly cost according to the under mentioned schedule.

Rs.

1. Cost of supervisors & workers
(Specify the number-minimum two supervisors)

Workers (Minimum 27) :

2. Cost of consumables (Cleaning
Chemicals, Air fresheners etc)

3. Cost of Tools & Equipment

4. Initial cost (cost for supplying dustbins etc)

5. Cost for foot operated sanitary bins (35)
for ladies toilets

Sub total

NBT (2%)

VAT (15%)

TOTAL MONTHLY COST =====

VAT REGISTRATION NUMBER :

Name of the Company :

Address :

Name & Signature :

Company Seal :

Telephone Nos. :

Form of Bid

To: The Chairman
Procurement Committee,
Ceylon Petroleum Corporation
1st Floor,
609, Dr.Danister De Silva Mawatha,
Colombo 09.
SRI LANKA

From:
.....
.....

Sir,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of contract for Janitorial Services for the New Head Office Building at Dematagoda, Stores Building and Agro Chemical at Kolonnawa, we offer to complete the whole of said services in conformity with the said document.
- A-2 Unless and until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.
- A-3 We understand you are not bound to accept the lowest or any Bid you may receive.
- A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Bidding document.
- A-5 We agree to abide by this Bid for the period of Sixty Three (63) days from the date of opening of the 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 We agree to be bound by the Bid, Bidding Conditions and Performance Guarantee.
- A-7 We offer the lump sum fixed price of Sri Lanka Rupees (in words) for the Supply of the service at, as detailed out in this Bid Document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Procurement Committee to reject this Bid or to accept.

Dated this day of2017

Signature in the capacity of

..... duly authorized to sign tenders for and on behalf of :

Name

Address

.....

.....

Witnesses:

1. Signature:

2. Signature:

Name:

Name:

.....

.....

Address :

Address:

.....

.....

.....

.....

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 and 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 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)]

Form of Agreement

This Agreement made and entered into at Colombo on this day of 2017,

By and between

the **“CEYLON PETROLEUM CORPORATION”** a body corporate established under the laws of Sri Lanka by Act No. 28 of 1961 and its amendments thereto and having its registered office at No. 609, Dr. Danister de Silva Mawatha, Colombo 9 in the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as **“CPC”** which expression as herein used shall where the context so requires or admits shall mean and include the said **“CPC”** and its successors and permitted assigns) of the one part.

and

.....
..... (hereinafter referred to as the **“Contractor”** which expression as herein used shall where the context so requires or admits shall mean and include the said **“Contractor”** and its successors and permitted assigns) of the other part.

WHEREAS, the CPC requires cleaning services as set out in Schedule **“.....”** hereto (the **“Services”**) for a commercial office building municipally described as Ceypetco House located at No. 609, Dr. Danister de Silva Mawatha, Colombo 09 and Agro Chemical Function, Kolonnawa (the **“Building”**).

The Contractor wishes to provide the services for the Building on the terms and conditions hereafter set out.

NOW THEREFORE the CPC and the Contractor agreed as follows:

1. General Terms

- 1.1. The Contractor shall provide the Services in a proper and skillful manner and to a professional standard as described in detail in **scope of work** in the attached Schedule **“.....”** which is incorporated herein by reference. The Contractor shall provide all labour and cleaning supplies to complete the Services as described in detail in the attached Schedule **“.....”**.

- 1.2. The CPC shall provide the Contractor with such a changing room for the workers, Office for the Supervisor at the Basement Floor and storage facilities for cleaning equipment in each floor with proper locks and staging area for the performance of duties as may be mutually agreed upon between the parties. The CPC shall also provide adequate trash disposal facilities.
- 1.3. The CPC shall pay the Contractor the sum of Rupees (Rs.....) per month for the provision of the Services as per the attached "Schedule of Prices". The Contractor shall invoice the CPC at the start of each month and the CPC shall remit payment within days of receipt of the Contractor's invoice. A penalty charge up to maximum of 5% of the monthly bill will be charged for any shortcomings noted during the month same will be informed to the Contractor.
- 1.4. This Contract shall commence on the day of, 201.... and shall terminate on the day of, 201..... The CPC has the sole discretion to determine whether the Contract shall be renewed for a further term. Such renewal shall be in writing and may be negotiated under new terms and conditions by either party. Any such renewal shall constitute an addendum to this Contract.
- 1.5. The Contractor shall perform in all respects as an independent contractor and not as an employee or agent of the CPC. However, because the Contractor's work may be associated in the minds of the public with the CPC, the Contractor shall ensure that its employees, subcontractors and agents perform in an orderly, responsible and courteous manner. The Contractor is solely responsible to ensure that its employees and those of its subcontractors and suppliers who are not citizens of (country) hold all documentation required under federal immigration law to allow them to be lawfully employed in (country).
- 1.6. The Contractor represents that it is fully licensed, certified and trained to perform all tasks required by this Contract or that it employs individuals who are fully licensed, certified and trained.
- 1.7. The Contractor, at its sole expense, shall furnish its employees with an identifying garment and ID badge with picture identification. All of the Contractor's employees shall be required to wear such garment and badge at all time when providing Services in the Building.

- 1.8. The Contractor, should insure that all workers for any damage and loss of their life. This Insurance Cover to be produced to CPC, before the payment of the 1st month for this contract.
- 1.9. All salaries and wages, overtime, EPF, ETF and other relevant payments to the employees of the contract or to be done by the successful bidder. CPC will not be responsible for workers employment or their payments.
- 1.10. The CPC may from time to time request additions or changes to the Services. Such changes or additions must be initiated by a written change order signed by an authorized representative of each party. The change order shall describe the additions and/or changes and such changes shall not state the additional cost or cost reduction and any schedule changes. Verbal change orders shall be of a no effect, except in cases of an emergency which threatens personal injury or property damage.

2. Performance Security

- 2.1 Within 07 days from receipt of the “Letter of Award”, the Contractor shall deliver to the CPC a Performance Guarantee amounting to 5% of the Contract price, in the form of a Bank Guarantee or as a cash deposit to CPC.
- 2.2 If the Performance Guarantee provided by the Contractor is in the form of a Bank Guarantee, it shall be issued as per Annexure “D”, by a Bank located in Sri Lanka and acceptable to the CPC.
- 2.3 If the Contractor fails to comply with the requirements of sub-Clause (2.1 and 2.2), it shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Guarantee.

3. Defaults by the Contractor

If the Contractor defaults in supplying the said service or otherwise commit a breach of any of the provisions in the Contract with CPC for the contract “Janitorial Service for the Head Office at Dematagoda and Agro Chemical Function, Kolonnawa”, he shall be liable to pay to CPC, all losses, damages and expenses incurred by CPC, in consequence of such default or breach. The Contractor should declare that they had read the Bid conditions, and that they make the offer in compliance with, and subject to all the conditions thereof, and agree to perform the services in accordance with the said conditions in the manner therein set out, and in terms of this Bid.

4. Security Clearance

The selected companies shall take the full responsibility of their employees specially with regard to the CPC property and other security requirements required by the government security measures and CPC.

5. Working Days & Hours

Working days of this contract will be from Monday to Saturday. Working time during week days will be from 7.00 am to 4.30 pm and on Saturday from 7.30 am to 4.00 pm.

6. Confidentiality

Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by CPC, including amounts paid therefore, client and customer lists, and other CPC data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the CPC. Except for disclosures required to be made to advance the business of the CPC and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the CPC.

7. Return of Documents

The Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memorandam, notes and other documentation related to the business of the CPC or containing any Confidential Information shall be the sole and exclusive property of the CPC and shall be returned to the CPC upon the termination of this Agreement or upon the written request of the CPC.

8. Force Majeure

Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion Revolution Insurrection, Earthquake or Plagues, the Bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals connected with this service contract.

9. Termination

If any shortcomings of the cleaning service are noticed, a warning letter will be issued explaining the shortcomings of the service. The service will be closely monitored for a period of one month from the date of the warning letter is issued. If the service is not improved by the Contractor, CPC reserves the right to terminate the contract within a period of one month from the date of notice is given.

10. Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of the Sri Lanka.

11. Dispute Resolution (Arbitration)

Any dispute, difference, controversy, claim arising from out of or in connection with this contract or on the interpretation thereof or on the rights, duties obligations or liabilities of any parties thereto or on the operation, breach, termination or invalidity thereof shall be resolved by Arbitration in Colombo, Sri Lanka and shall be governed by Sri Lankan Arbitration Act No. 11 of 1995 by three (03) Arbitrators and the third (03rd) Arbitrator shall be appointed by two Arbitrators appointed by the parties.

The following documents shall be deemed to form and be read and construed as a part of this Agreement:

- (i) Letter of Acceptance dated
- (ii) The Tender dated
- (iii) The Conditions of Contract
- (iv) Technical Specifications
- (v) The Completed Schedule of Prices
- (vi) The Contractor's Proposal
- (vii) Scope of work
- (viii) Bid Guarantee
- (ix) performance Security Guarantee

In consideration of the payments to be made by the CPC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the CPC to supply and remedy any defects therein, fit for purpose in conformity in all respect according to the provisions of the Contract.

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

IN WITNESS WHEREOF the parties hereto have placed their respective hands in the presence of one another at Colombo on this Day of Two Thousand and Seventeen (2017).

.....
.....
CHAIRMAN
CEYLON PETROLEUM CORPORATION
CORPORATION

DIRECTOR
CEYLON PETROLEUM

WITNESS

1.
2.

.....
.....
FOR AND ON BEHALF OF THE COMPANY
MANAGING DIRECTOR

DIRECTOR

WITNESS

1.
2.

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, [*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)]