



**BIDDING DOCUMENT**

**FOR**

**DISPOSAL OF AVGAS EMPTY STEEL DRUMS AVAILABLE  
AT AVIATION PREMISES, RATHMALANA**

**B/11/2025**

**CEYLON PETROLEUM CORPORATION**

**2025**

**Procurement Notice**  
**Ministry of Energy**  
**Ceylon Petroleum Corporation (CPC)**  
**Disposal of AVGAS Empty Steel Drums at Aviation Premises, Rathmalana**

**B/11 /2025**

Sealed Bids are hereby invited by the Chairman, Procurement Committee, Ceylon Petroleum Corporation for the Disposal of AVGAS Empty Steel Drums at Aviation Premises at Rathmalana removed after the storage of Petroleum Product (AV – Gas). Expected quantity of drums for disposal per month will be 60 (approximately) and these Drums will be handed over the selected bidder from the Aviation Premises at Rathmalana. Period of this contract will be Two (02) years from the date of Letter of Award.

To be eligible for awarding the Contract, the successful bidder shall not have been blacklisted and shall have complied with the eligibility and qualification criteria stated in the Bidding Document.

Bidding Documents can be obtained on working days between 0900 hrs. to 1500 hrs. up to 04.04.2025 from the office of the Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1<sup>st</sup>. Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09 after payment of non-refundable deposit of Sri Lanka Rupees Rs. 1,000.00 (i.e Rs. 826.79 + 2.5% SSCL + 18% VAT) to CPC.

The Bid will be closed at 1400 hrs. on 07.04.2025 and opened immediately at the office of Manager (Procurement & Stores) Ceylon Petroleum Corporations at the above address, Bidders or their authorized personnel will be permitted to represent at the opening of the Bid.

Drums to be disposed are presently available in the Aviation Premises at Rathmalana, inspection of the drums could be arranged on prior appointment with the Manager (Procurement & Stores).

Clarification (if any) shall be sought from the Manager (Procurement & Stores) on the Telephone No. 011-7296336.

Chairman,  
Department Procurement Committee,  
C/o. Manager (Procurement & Stores),  
Procurement & Stores Function,  
1<sup>st</sup> Floor, Dr. Danister De Silva Mawatha,  
Colombo 09.

## **CONTENT**

### **Pages**

01. INSTRUCTIONS TO BIDDERS.....	01 - 06
02. CONDITIONS OF CONTRACT .....	07 - 08
03. SCHEDULE OF PRICES .....	09
04. FORM OF BID .....	10 - 11
05. FORMAT OF BID SECURITY GUARANTEE.....	12

## **01. INSTRUCTIONS TO BIDDERS (ITB)**

### **1.1 Introduction**

Chairman, Departmental Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC), invites sealed bids from the interested bidders for the Disposal of AVGAS Empty Steel Drums at Aviation Premises, Rathmalana for the period of two (02) years for the contract will be commenced from the date of Letter Award.

### **1.2 Basis of Bid**

- 1.2.1 Expected quantity of Drums to be disposed per month will be sixty (60) approximately and the selected bidder can collect Drums once a month or any other time intervals proposed by CPC, from Aviation Premises, Rathmalana
- 1.2.2 Loading, Transporting and unloading of Barrels to be arranged by the bidder on his/her own cost.

### **1.3 Issue of Bidding Documents**

- 1.3.1 Bidding Documents will be issued on working days between 0900 hrs. to 1500 hrs. up to 04.04.2025 from the office of Manager (Procurement & stores), Ceylon Petroleum Corporation, 01<sup>st</sup> Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09 after payment of non-refundable fee of Rs. 1,000.00 (Rs. 826.79 + 2.5% SSCL + 18% VAT) to CPC.
- 1.3.2 The Bidding Document consist of the following:
  - a) Instructions to Bidders (ITB)
  - b) Conditions of Contract
  - c) Schedule of Prices
  - d) Form of Bid
  - e) Format for Bid Security

### **1.4 Documents to accompany the Bid**

- 1.4.1 All Bids should contain following documents.
  - a) Schedule of Prices
  - b) Form of Bid
  - c) Bid Security

### **1.5 Sealing and marking of Bids**

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 "**Disposal of AVGAS Empty Steel Drums at Aviation Premises, Rathmalana,**" the Invitation to Tender title) on the top

left hand corner and the statement, “DO NOT OPEN BEFORE **1400 hrs. on 07.04.2025** and shall be addressed to ;

Chairman,  
Procurement Committee,  
Ceylon Petroleum Corporation,  
1<sup>st</sup> Floor, Procurement & Stores Function,  
No.609, Dr. Danister De Silva Mawatha,  
Colombo 09.  
Sri Lanka.  
Tel. 011-7296336

If the outer envelope is not sealed and marked as required above, CPC will assume no responsibility for the Bid’s being misplaced or premature opening. If the outer envelope discloses the Bidder’s identity, the CPC will not guarantee anonymity of the bid submission but this disclosure will not constitute grounds for Bid rejection.

## **1.6 Period of Validity of Bids**

All offers shall be valid for a **minimum period of Seventy Seven (77) days** from the closing date of the Bid. Bidders should however, clearly indicate the maximum period that their offer would be valid. **A Bid valid for a shorter period will be rejected as non-responsive.**

## **1.7 Format and Signing of Bids**

The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, **“Disposal of AVGAS Empty Steel Drums at Aviation Premises, Rathmalana” – Original and Duplicate** as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.

The Original and the Duplicate of the 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.

Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the persons) signing the Bid.

## **1.8 Clarification of Bidding Document**

A prospective Bidder requiring any clarification of the Bidding document should notify CPC in writing by hand or post or facsimile at the CPC’s mailing address indicated in ITB clause 1.5 similarly **if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage.** CPC will respond in writing to any request for clarification or modification of the Bidding document that is received not later than Seven (07) days prior to the deadline of submission of Bids prescribed by the CPC. Copies of the CPC’s response will be sent to prospective Bidders who have collected Bidding documents.

## **1.9 Submission of Bids**

A bidder shall submit only one bid. If a bidder submit more than one bid, all the bids submitted by the respective bidder will be considered as non-responsive.

## **1.10 Deadline for Submission of Bids**

Chairman, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.5 not later than the time and date stipulated.

Chairman, Procurement Committee, CPC may at his discretion, extend this deadline for submission of Bids, by amending the Bid documents, in which case all right and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

## **1.11 Late Bids**

Any Bid received by the Chairman, Bid opening Committee of CPC, after the deadline for submission of Bids, will be rejected and returned unopened to the Bidder.

## **1.12 Modification, Substitution & Withdrawal of Bids**

The Bidder may modify or withdraw his Bid after submission, provided that written notice of the modification or withdrawal is received by the CPC, prior to the deadline prescribed for Bid submission.

The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows;

The Bidders shall provide an Original and a Duplicate as specified in the ITB clause 1.7, if any modifications to his Bid should be clearly identified as such in two envelopes, duly marked **“Disposal of AVGAS Empty Steel Drums at Aviation Premises, Rathmalana”**. The envelopes shall be sealed in an outer envelope, duly marked **“Bid Modifications”**.

A Bidder wishing to withdraw his Bid, shall notify the CPC in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of Bids. The notice of withdrawal shall be sent to the address indicated in ITB clause 1.5

Bearing the tender name and the words **“BID WITHDRAWAL NOTICE”**. Bid withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will deem to be valid.

## **1.13 Closing of Bids**

Bids, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach

Chairman,  
Procurement Committee,  
Ceylon Petroleum Corporation,  
c/o Manager (Procurement & Stores),  
1<sup>st</sup> Floor, Procurement & Stores Function,

No.609, Dr. Danister De Silva Mawatha,  
Colombo 09.

Not later than 1400 hrs. Sri Lanka local time on 07.04.2025. If the Bidders 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;

#### **1.14 Opening of Bids by CPC**

Bids will be opened immediately after the closing date and time fixed for receipt of bids, at the above address or such other place as arranged if the Manager (Procurement & Stores)' office is not available.

The Chairman, Procurement Committee, CPC or his nominated representative will open the Bids in the presence of the Bidders and/or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Bidders and/or their representatives shall sign a register as proof of their attendance.

The Bid Prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security and other such details, which the CPC at its discretion, may consider to be appropriate, will be announced, at the opening. Late Bids will not be entertained and will be returned unopened to the Bidder.

Bids (and modifications sent pursuant to ITB Sub Clause 1.11) that are not opened will not be considered for evaluation, regardless of the circumstances.

#### **1.15 Bid Security**

Each Bid shall be accompanied by a Bid Security, undertaking that the offer will be held for the specified period, and that the offer will not be withdrawn during that period. Such security shall be in the form of a Bank Guarantee issued / confirmed by a Licensed Commercial Bank in Sri Lanka and payable to the CPC on demand in sum of Rupees Ten Thousand (Rs. 10,000.00 ) only.

The Bid Security should be valid for **One Hundred and Five (105) days (i.e up to 21.07.2025)** from the date of closing of Bid. A format of Bid Security is attached in Annexure "B".

Failure to submit the Bid Security 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. Bid Security from unsuccessful Bidders will be returned to them after the payment is made by the successful Bidder/s. The Bid Security of the successful Bidder will be returned only after the payment is made as per the award.

#### **1.16 Schedule of Prices**

Bidders should indicate the price per Drum in Schedule of Prices (Annexure -1). The price indicated in the schedule of prices should be valid for a period of Twenty Four (24) months from the date of disposal of the first batch to the successful bidder.

**Offers not submitted on the prescribed form and in the manner required are liable for rejection.**

### **1.17 Preliminary Examination of Bids**

Procurement Committee of CPC will examine the Bids to determine whether those they are completed, any computational errors have been made, the documents have been properly signed, and the Bids are generally in order. CPC may at its discretion call clarifications from Bidders if necessary.

### **1.18 Evaluation of Bids:**

CPC will carry out a detailed evaluation of the Bids, to determine whether the Bids are substantially responsive.

Payment of SSCL & VAT is compulsory. Hence even the selected bidder not indicated SSCL & VAT, CPC will calculate and add SSCL & VAT to the bidder's Bid Price. If the selected Bidder does not agree to settle the payment including SSCL & VAT his/her Bid will be cancelled and the Bid Guarantee shall be forfeited

In addition to the Bid prices indicated in the schedule, the following factors will also be considered in the evaluation.

Additional Conditions (if any) stated by the bidder.

- ✓ Removal Procedure of items/Equipment available at this location.

### **1.19 Procurement Committee's right to accept or reject any or all Bids.**

- (a) The Procurement Committee will not be bound to make the award to the Bidder submitting the highest offer.
- (b) The Procurement Committee reserves the rights to reject any or all Bids or any part thereof, without adducing any reasons.
- (c) The notice of acceptance of Bid will be sent by facsimile, followed by post to the successful Bidder, to the address given by him in the Bidding document, soon after the decision of the Procurement Committee.

### **1.20 Award Criteria**

Subject to ITB Clause 1.18, the Procurement Committee will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive, highest evaluated Bid provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

It is essential to conduct site visits by interested bidders, before Bids are submitted. CPC will not consider claims from the successful bidder indicating that lesser quantities are available at site, after the award of this bid.



### **1.21 Important note to bidders:**

The quantities given in the schedule of prices are approximate figures and this is given only for guidance of bidders. Bidders are strongly advised to conduct a site visit and check the actual quantities available and submit their bid accordingly.

Claims submitted by the successful bidder after awarding the contract for increase or decrease of quantities will not be considered by CPC.

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

1. The successful bidder shall remove AVGAS empty steel drums from the premises of CPC on monthly basis during the period of Contract.
2. The total period of this contract is Two (02) years from the date of Letter of Award.
3. The selected bidder shall pay the full amount (including taxes) applicable for the lot to be removed in advance to CPC.
4. The Bid Security Guarantee or the Cash deposit will be forfeited, if the payment is not settled for Lot 1.
5. Loading and transportation of items inside the premises of CPC shall be done under supervision and guidance of the Officer in-charge of CPC.
6. The contractor should abide by fire and safety regulations of CPC during the period of loading and transportation within the premises of CPC.
7. Payment of SSCL & VAT is compulsory. Hence even the selected bidder has not indicated SSCL & VAT, CPC will calculate and add SSCL & VAT to the bidder's Bid Price. If the selected Bidder does not agree to settle the payment including SSCL & VAT his/her Bid will be cancelled and the Bid Guarantee shall be forfeited.
8. Quantities of items given in the Schedule of Prices is only approximate values. It is essential to conduct site visits by interested bidders, before Bids are submitted. CPC will not consider claims from the successful bidder indicating that lesser quantities are available at site, after the award of this bid.

### **2.1 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 the sale.

### **2.2 Arbitration.**

If during the continuance of this Contract or at any time after the termination thereof, any disputes or differences of opinion touching the interpretation of this contract were to arise between the parties hereto or their respective representatives, such differences or disputes shall be referred for Arbitration.

Arbitration shall be conducted under the rules of ICLP (Institute of the Development of Commercial Law & Practice), Arbitration Centre and in accordance with the arbitration Act No. 11 of 1995 of Sri Lanka. The place of Arbitration shall be Colombo, Sri Lanka.

## **2.8 Termination :**

Purchaser may at any time terminate the contract by giving written notice to the supplier, if the Supplier breach of any of the provisions in the contract with CPC for the services or becomes bankrupt or otherwise insolvent. In this event, termination will be done without compensation to the Supplier, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**SCHEDULE OF PRICES**

Bid Prices quoted by bidders will be evaluated separately and awarding will be done accordingly. Indication of SSCL & VAT is compulsory, since CPC has to pay that amounts as per rules and regulations of the country. Bidders should accept the letter of award for empty drums based on their quoted prices. Otherwise their Bid Guarantee will be forfeited.

Even the selected bidder not indicated SSCL & VAT in his bid, CPC will calculate SSCL & VAT and add that amount to the bidder's Bid Price and settlement of payment should be done accordingly.

<b>Lot No.</b>	<b>Description of Items</b>	<b>Bid Price</b>
<b>1</b>	Rate for Disposal of one AVGAS Empty Steel Drum at Aviation Premises, Rathmalana	Amount: Rs.  SSCL : Rs.  VAT : Rs. _____  Total : Rs. _____ =====

Name of the Bidder : .....

.....

Address : .....

.....

.....

Tel./Fax Nos. : .....

.....

Date

.....

Signature of the Bidder and Seal

Form of Bid

**To:** The Chairman  
Procurement Committee,  
Ceylon Petroleum Corporation,  
1<sup>st</sup> Floor,  
No. 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, Conditions of Contract for “**Disposal of AVGAS Empty Steel Drums at Aviation Premises, Rathmalana**” 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 Seventy Seven (77) 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.
- A-7 We affirm that the Drums will be purchased by us within a period of Two (02) years from the date of Letter of Award.
- 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 of .....2025.  
Signature.....in the capacity of .....  
.....duly authorized to sign Bids 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 Guarantee, 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 Guarantee 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)]