



CEYLON PETROLEUM CORPORATION

INVITATION FOR BIDS

TRANSPORTATION OF BITUMEN/ LUBRICANT DRUMS AND PALATISED LUBRICANT CANS AND OTHER FCL CONTAINERS OF CPC FOR THE YEAR - 2020/2021

B/05/2020

*Chairman
Departmental Procurement Committee
C/o. Manager (Procurement & Stores)
Procurement & Stores Function,
1st. Floor, Dr. Danister De Silva Mwt.,
Colombo 09.*

*Telephone : 5455330/5666225
Fax : 5455424*

CEYLON PETROLEUM CORPORATION

BID NOTICE

TRANSPORTATION OF BITUMEN/ LUBRICANT DRUMS AND, PALLETIZED
LUBRICANT CANS AND OTHER FCL CONTAINERS
OF CPC FOR THE YEAR 2020/2021

B/05/2020

The Chairman, Departmental Procurement Committee (DPC), on behalf of Ceylon Petroleum Corporation (CPC) invites Bids for Transportation of Bitumen/Lubricant Drums and Palletized Lubricant Cans and other FCL Containers of CPC for the Year 2020/2021 from reputed Transport Contractors, who are :-

- a) Owing a minimum fleet of 15 Nos. of 20 ft. FCL Container Lorries and are in a position to Supply 50 or more Container Lorries at a time for the transport of 20 ft. Containers of weight not exceeding 24 Metric Tons containing drums of Bitumen / Lubricants, palatised Lubricant Cans and other items ordered by CPC
and
- b) Owing a minimum fleet of 02 Nos. 40 ft. FCL Container Lorries and are in a position to Supply 05 or more Container Lorries at a time for the transport of 40 ft. Containers of weight not exceeding 35 Metric Tons containing drums of Bitumen / Lubricants and Palatised Lubricant Cans and other items ordered by CPC

Bidding Documents could be inspected and obtained between 0900 hrs. to 1500 hrs. up to **10.03.2020** from the office of the Manager (Procurement & Stores), 1st. Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09 on a written request and payment of non refundable deposit of Sri Lanka Rupees Rs. 2,000.00 (i.e Rs. 1,851.50 + 8% VAT) per set.

The Bid will be closed at 1400 hrs. on **11.03.2020** and opened at the office of Manager (Procurement & Stores) Ceylon Petroleum Corporations at the above address, immediately after closing time of the Bid. Bidders or their authorized personnel will be permitted to represent at the opening of the Bid.

Bids may be sent by post under registered cover or may be deposited in the Tender Box kept in the office of Manager (Procurement & Stores), at the above address.

Clarification (if any) shall be sought from the Manager (Procurement & Stores) on the Telephone and Fax Nos. given below.

CHAIRMAN

DEPARTMENTAL PROCUREMENT COMMITTEE,
CEYLON PETROLEUM CORPORATION,
C/o. Manager (Procurement & Stores),
Procurement & Stores Function,
1st Floor, Dr. Danister De Silva Mawatha,
Colombo 09.

Telephone : 011 5666225/5455330

Fax : 011 5455424

**TRANSPORTION OF BITUMEN /LUBRICANT DRUMS AND PALATIZED
LUBRICANT CANS AND OTHER FCL CONTAINERS
OF THE CPC FOR THE YEAR 2020/2021**

CONTENT

PAGE NO.

1. INSTRUCTIONS TO BIDDERS (ITB)

<i>1.1. Basis of Contract</i>	1
<i>1.2. Basis of Bid</i>	1
<i>1.3. Issuing of Bidding Documents</i>	1
<i>1.4. Eligibility of the Bidder to participate in the Bid</i>	2
<i>1.5. Pre Bid Meeting</i>	2
<i>1.6. Additional Information or Clarifications</i>	3
<i>1.7. Schedule of Prices</i>	3
<i>1.8. Value Added Tax (VAT) & Nation Building Tax (NBT)</i>	3
<i>1.9. Business Registration</i>	4
<i>1.10. Bid Security Guarantee</i>	4
<i>1.11. Documents/ Information to be submitted with the Bid</i>	4
<i>1.12. Sealing & Marking of the Bids</i>	4
<i>1.13. Validity Period of Bids</i>	5
<i>1.14. Format and Signing of Bids</i>	5
<i>1.15. Deadline for submission of Bids</i>	5
<i>1.16. Late Bids</i>	6
<i>1.17. Modification, Substitution & Withdrawal of Bids</i>	6
<i>1.18. Closing of Bids</i>	6
<i>1.19. Opening of Bids</i>	7
<i>1.20. Award Criteria</i>	7
<i>1.21. Rights of the Procurement Committee to Accept or Reject any or all Bids</i>	8
<i>1.22. Correction of Errors</i>	8
<i>1.23. Source of Funds</i>	8
<i>1.24. Ethics, Fraud and Corruption</i>	8
<i>1.25. Eligibility and Qualification of the Bidder</i>	8
<i>1.26. One Bid per Bidder</i>	8

2. CONDITIONS OF CONTRACT (COC)

<i>2.1. Performance Guarantee</i>	<i>9</i>
<i>2.2. Validity of Rate</i>	<i>9</i>
<i>2.3. Price Adjustments of Rates of the Fuel Cost Component</i>	<i>9</i>
<i>2.4. Short Deliveries, Losses and Damages</i>	<i>10</i>
<i>2.5. Defaults by successful Bidder</i>	<i>11</i>
<i>2.6. Contractor's Liability for losses or damages to the cargo</i>	<i>11</i>
<i>2.7. Payment</i>	<i>12</i>
<i>2.8. Rights of CPC</i>	<i>12</i>
<i>2.9. Termination of Contract</i>	<i>12</i>
<i>2.10. Force Majeure</i>	<i>12</i>
<i>2.11. Arbitration</i>	<i>12</i>
<i>2.12. Scope of Work</i>	<i>13</i>
<i>2.13. Other Conditions of Contract</i>	<i>13-15</i>

ANNEXURES

<i>Schedule – A - Schedule of Prices</i>	<i>16-25</i>
<i>Annex – A - Form of Bid</i>	<i>26-27</i>
<i>Annex – B - Format for Bid Security Guarantee</i>	<i>28</i>
<i>Annex – C - Form of Agreement</i>	<i>29</i>
<i>Annex – D - Format for Performance Guarantee</i>	<i>30</i>

ABBREVIATIONS

<i>CPC</i>	- <i>Ceylon Petroleum Corporation</i>
<i>FCL</i>	- <i>Full Container Load</i>
<i>VAT</i>	- <i>Value Added Tax</i>
<i>NBT</i>	- <i>Nation Building Tax</i>
<i>ITB</i>	- <i>Instructions to Bidders</i>
<i>MPC</i>	- <i>Ministry Procurement Committee</i>
<i>COC</i>	- <i>Conditions of Contract</i>

1. INSTRUCTIONS TO BIDDERS (ITB)

1.1. Basis of Contract

This Contract is to provide transport services and other services/ requirements to transport 20ft/40ft containers containing drums of bitumen/lubricants and Palletized Lubricant Cans and other items stated in the Schedule of prices as stipulated in this document, as and when requested by CPC, on the basis that the payments be made for the actual services provided, at the rates agreed in the Contract. The agreed rates/prices shall cover all expenses to be incurred by the prospective Contractor, in the execution of the Contract, including VAT, local taxes, employee's wages, overtime, provident funds, fuel costs, supervision and any other payment the Contractor will have to incur or make to other parties, in the proper execution of the Contract.

The prospective Contractor shall not sub Contract the whole of the services except where otherwise provided by the Contract. Also the Contractor will be responsible for the acts, defaults, and neglects of any sub Contractor, his agents or employees as fully as if they were the acts of the Contractor himself.

The Contract will be entered into with CPC and is expected to be effective, approximately one year from **01.05.2020**.

1.2. Basis of Bid

The bidders are required to Bid for the services under respective items in the "Schedule of Prices", given in **Schedule "A"**, determined as per the scope of work and conditions of the Contract. Those rates / prices shall remain fixed, for the entire Contract period of 12 months, except for the fuel cost components of rates, for which provision has been given for adjustments as per the conditions of the Contract.

Bidders shall also fill the "**Form of Bid**" and submit with the Bid.

The bidders are required to submit completely furnished documents, duly signed by an authorized person.

Any additional services provided by the bidder not covered in this ITB shall be stated clearly for the consideration of the DPC (Minot)

A bidder shall submit only one offer.

1.3. Issue of Bidding Documents

Bidding documents will be issued up to **1500 hrs. 10.03.2020**. The intending Bidder shall pay a non-refundable sum of Rs. 2,000/- (i.e. Rs. 1,851.50 + 8% VAT) in cash and produce the receipt to the Manager (Procurement & Stores), CPC, in order to obtain the Bidding document.

Bidding documents can also be inspected at web sites of www.ceypetco.gov.lk

Payment of the non-refundable Bid deposit will be a compulsory requirement and all Bids shall be forwarded only on the Bidding documents purchased from CPC.

Bidding document will consist of the followings:

1. Invitation to Bid
2. Instructions to Bidders
3. Conditions of Contract (COC)
4. Scope of Work
5. Other Special Conditions
6. Schedule of Prices
7. Form of Bid
8. Format for Bid Security Guarantee
9. Form of Agreement
10. Format of Performance Guarantee

1.4. Eligibility of the Bidder to participate in the Tender

1.4.1 The bidders shall have past experience in successfully handling similar transport Contracts and shall possess and be capable of the following

- (a) Owning a minimum fleet of 15 Nos. 20 ft. FCL Container Lorries and are in a position to Supply 50 or more Container Lorries at a time, (for the transport of 20 ft. Containers of weight not exceeding 24 Metric Tons containing drums of Bitumen/Lubricants and Palletized Lubricant Cans),

and

- (b) Owning a minimum fleet of 02 Nos. 40 ft. FCL Container Lorries and are in a position to Supply 05 or more Container Lorries at a time, (for the transport of 40 ft. Containers of weight not exceeding 35 Metric Tons).

Important Note: Any Bidder who intends to bid for this service shall satisfy the conditions (a) and (b).

1.4.2 The bidder shall have an Annual Turnover of Rs.100 Million for the last Three Consecutive Years to qualify for this bid. Hence the Bidder should submit Audited financial statements for the last three years. The Bidder should possess a Minimum of Rs.1, 000,000.00 net liquid assets (current assets-inventory-current liabilities) OR revolving credit facilities for this work. If credit facilities are provided by a Bank, the documentary evidence should be submitted with the *Bid*.

1.5. Pre Bid Meeting

Pre-Bid Meeting **will be arranged on request of Bidders.**

1.6. Additional Information or Clarifications

Any prospective Bidder requiring additional information or clarification on this Bid shall request such information in writing by post or by facsimile addressed to the Manager (Procurement & Stores), Procurement & Stores Function, 1st. Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09.

Fax : 011 5455424

Similarly, if a bidder feels that a particular and important provision or condition of the tender is unacceptable, such objections shall be raised at this stage, which is at least seven days (07) prior to the closing date of the tender. (CPC will not entertain any objections on the document received after this given deadline) CPC will respond in writing to such requests, for any clarifications or modifications to this document, at least three (03) days prior to the closing of the tender. All those who obtained Bidding documents will also be kept informed in writing, in case of a modification within, the same time frame.

Important: All envelopes sent seeking such clarifications / information shall be marked “Clarifications on the Transportation of Bitumen/ Lubricant Drums and Palletized Lubricant Can and other FCL Containers” on the top left hand corner of the envelop. CPC will not take any responsibility for any such correspondences lost or misplaced in the mail.

1.7 Schedule of Prices

- 1.7.1. All rates in this bid shall be furnished in the “**Schedule of Prices**” in “**SCHEDULE A**” of this Bidding document. **Conditional offers will be rejected.**
- 1.7.2 The rates quoted shall cover working on Full Moon Poya Days, Sundays, Corporation & other Holidays and after normal working hours without any additional cost.
- 1.7.3. The rates, which comprise of fixed components “**A**” & “**C**” and the fuel cost components “**B**” & “**D**”, shall be carefully determined to reflect realistic figures, especially the fuel components. The rate adjustment is applicable only for fuel cost components as per clause 2.3.
- 1.7.4. Offers not sent in the prescribed Form or not in the format required will be rejected.

1.8 Value Added Tax (VAT) and Nation Building Tax (NBT)

If the Bidder has registered for VAT, the amounts (percentage) of VAT shall be indicated separately, along with VAT registration number of the Bidder.

1.9 Business Registration

The Bidder shall also give the details of its business registration.

1.10. Bid Security Guarantee:

Each Bid shall be accompanied by a Bid Security Guarantee, (original) undertaking that the offer will be held valid for the specified period and that the offer will not be withdrawn during that period. Such security shall be in the form of a **Bank Draft, a Bank Guarantee or Insurance Guarantee** issued by a recognized commercial Bank or Treasury approved Insurance Corporation in Sri Lanka, payable to the **Ceylon Petroleum Corporation** in a sum of Rupees **Sixty Thousand (Rs. 60,000.00)** only.

The Bid Security Guarantee shall be unconditionally en-cashable on demand by Ceylon Petroleum Corporation and be valid for **One hundred and Seven (107) Calendar days (ie. until 25.06.2020) from the date of closing of the Bid.** A Specimen form of **“Bid Security Guarantee”** is attached (**Annex “B”**)

Important:

Failure to submit the Bid Security Guarantee at the time or before the closing of tender (considered a major deviation) and in accordance with the above said requirements and in the format provided, may result in the Bid being rejected.

1.11. Documents / Information to be Submitted with the Bid

The following documents / information shall be submitted with the bid.

- (1) The Bid Security Guarantee
- (2) The Schedule of Prices., duly completed & signed
- (3) The Form of Bid, duly completed & signed
- (4) The past experience record of recently handled jobs of similar nature and magnitude.
- (5) The company audited financial statements for the past three years
- (6) Business Registration certificate.
- (7) The Registration Certificates of all vehicles owned by the bidder that are intended to be used for the Contract.
Note: This shall essentially satisfy the minimum Eligibility Requirements regarding the ownership of vehicles as per clause 1.4
- (8) Company profile

1.12. Sealing & Marking of Bids:

Bids shall be submitted in duplicate as per the annexed **“Schedule of Prices”** in **“SCHEDULE A”**. The original and duplicate of the Bid should be placed in separate envelopes marked **“ORIGINAL” & “DUPLICATE”**. Both envelopes should then be enclosed in one securely sealed cover which should be marked **“TRANSPORTATION OF BITUMEN/LUBRICANT DRUMS AND PALATISED LUBRICANT CANS AND OTHER FCL CONTAINERS OF THE CPC FOR THE YEAR 2020” CLOSING DATE – 11.03.2020** on the top left-hand corner and shall be addressed to;

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

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

1.13. Validity Period of Bids

All offers shall be valid for a **minimum period of 77 (Seventy Seven) Calendar days (i.e until 27.05.2020)** from the closing date of the Bid.

Important: A Bid valid for a shorter period will be rejected as non-responsive.

1.14. Format and Signing of Bids

The Bidder shall prepare an **Original and a Duplicate** of the Bid specified above, clearly marking as, "**TRANSPORTION OF BITUMEN/LUBRICANT DRUMS AND PALATISED LUBRICANT CANS AND OTHER FCL CONTAINERS OF THE CPC FOR THE YEAR 2020**" **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 insertion shall be valid only if they are initialled by the person(s) signing the Bid. All corrections shall be very clear and no overwriting shall be accepted. Also the bidder shall initial all pages of the offer submitted.

1.15. Deadline for submission of Bids

Chairman, DPC will receive Bids at the address specified under ITB Clause 1.12 not later than 1400 hrs, on **11.03.2020**.

Chairman, DPC may, at his discretion, extend the deadline for submission of Bids, by amending the Bidding document in which case all rights and obligations of MPC and the Bidders will thereafter be subjected to the deadline as extended.

1.16. Late Bids

Any Bid received by the Chairman, DPC after the deadline for submission of Bids, will not be considered and returned unopened to the Bidder.

1.17. 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 1.12 of any modifications to his Bid, clearly identified and enclosed in two envelopes, duly marked **“TRANSPORTION OF BITUMEN/LUBRICANT DRUMS AND PALATISED LUBRICANT CANS AND OTHER FCL CONTAINERS OF THE CPC FOR THE YEAR 2020”** 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 addressed to the: -

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

bearing the Bid 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.

1.18. Closing of Bids

Sealed Bids addressed as aforesaid, shall be sent under Registered Cover or delivered, to reach **not later than 1400 hrs on 11.03.2020 at the office of Manager (Procurement & Stores) mentioned below;**

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

If the bidders or their representatives choose not to send bids under Registered Cover, they may deposit such Bids in the Tender Box provided for this purpose at the Office of Manager (Procurement & Stores), 1st Floor, No. 609, **Dr. Danister De Silva Mawatha**, Colombo 09. Ceylon Petroleum Corporation.

1.19. Opening of Bids

Bids will be opened immediately after the closing date and time fixed for receipt of Bids, at the

Office of the Manager (Procurement & Stores)
Procurement & Stores Function,
1st. Floor,
No. 609, Dr. Danister de Silva Mawatha,
Colombo 09.

The Chairman, DPC 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 so attending 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, will be announced, at the opening.

Bid and modifications sent pursuant to ITB Sub Clause 1.17 that are not opened will not be considered for evaluation, regardless of the circumstances.

1.20. Award Criteria

Subject to ITB clause 1.11, the DPC 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 and capable to perform the Contract satisfactorily.

The successful Bidder will be called upon to provide transport services to CPC in conformity with the Tender Conditions for 12 Months with effect from the date of award.

The Successful bidder will be called upon to enter into an Agreement with CPC. A Specimen **“Form of Agreement”** is attached as **Annex –“C”**

1.21. Rights of the Procurement Committee to Accept or Reject any or all Bids

Offers will be evaluated on overall cost basis as per clause 2.12 of “Conditions of Contract” and **not** on rate basis.

The Ministry Procurement Committee reserves the right to reject in full or any part of the bid without giving reasons and also it reserves the right to accept any part of the bid.

1.22. Correction of Errors

Bids determined to be substantially responsive will be checked by the TEC for any arithmetic errors. Arithmetical errors will be rectified by the TEC .

1.23 Source of Funds

The contract is financed by funds of Ceylon Petroleum Corporation.

1.24. Ethics, Fraud and Corruption

1.24.1 Parties associated with procurement actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;

1.24.2 Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the Bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

1.25 Eligibility and Qualification of the Bidder

1.25.1 The bidder shall not be black-listed contractor at the time of bidding and at the time of award of the contract.

1.25.2 All bidders shall provide the information as requested in the qualification information.

1.26 One Bid per Bidder

A bidder shall submit only one bid.

2. CONDITIONS OF CONTRACT (COC)

2.1. Performance Guarantee

The Successful Bidder, on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within 07 (Seven) days of such notification through or confirmed by a recognized Bank in Sri Lanka, in a sum equivalent to **Rs. 2,000,000.00**. Additional 07 (seven) days may be considered in case of any unforeseen difficulties faced by the Bidder.

The Performance Guarantee shall be in the format given in **Annex “D”**

If the successful Bidder fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting Contractors.

Further the successful Bidder, in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, costs, expenses and damages, which the CPC may sustain in consequence of such failure and the forfeiture of his Bid Security Guarantee.

2.2. Validity of Rate

Rates quoted should cover working on Full Moon Poya Days, Sundays, Corporation & other Holidays and after normal working hours without any additional cost to CPC.

The rates quoted should be valid for a period of **12 months** commencing from the date of award of the Contract & no rate increase will be entertained, except for the Fuel Cost Components (B & D) as described in Clause 2.3.

2.3. Price Adjustments of Rates of the Fuel Cost Component (for Lanka Auto Diesel)

The “**Fuel Cost components (B & D)**” of the rates will be subject to revision, on account of increase or decrease of the price of Lanka Auto Diesel in the local market (this will be enforced by CPC), as follows.

Fuel Cost components (B and D)

Fuel Cost Component of Rate (New) = Rate after adjustment for diesel price change.

Fuel Cost Component of Rate (New) =

$$\text{Fuel Cost component of Rate (tendered)} \times \left\{ \frac{\text{Price of diesel (new)}}{\text{Price of diesel (base)}} \right\}$$

Where,

Fuel Cost component of Rate (tendered) = Tendered rate for fuel cost component (B) or (D)

Price of diesel (new) = The lowest price of diesel per liter, available in the local market after the price change (current price – i.e. at the time of service obtained.)

Price of diesel (base) = The lowest price of diesel per liter, available in the local market on the closing date of the bid.

Example:

If,

Fuel Cost component of Rate (tendered) = Rs. 3,000.00 (say)
Price of diesel (new) = Rs. 120.00 (say)
Price of diesel (base) = Rs. 100.00
Fuel Cost component of Rate (new) = Rs. 3,000.00 X $\left\{ \begin{array}{l} 120.00 \\ 100.00 \end{array} \right\}$
Fuel Cost component of Rate (new) = Rs 3,600.00

Revised fuel cost component (per trip) – (B) = Rs 3,600.00

**** Similarly, Revised fuel cost component of “D” is also calculated in the same way.**

Important

* The price adjustment is applicable for increase or decrease in the price of diesel only. No other inflationary adjustments will be entertained during the period of the Contract. (Example – Petrol, cost of spare parts, depreciation of rupee etc.)

2.4. Short Deliveries, Losses and Damages

2.4.1 The Contractor shall provide representatives of the Contractor to be posted at points of receipt and delivery of goods and they should also ensure swift and uninterrupted flow of transport. The Contractor’s representatives should ensure that the goods are loaded into Lorries owned and/or arranged by the Contractor and that they are unloaded at the correct points of delivery as per instructions. **Contractor will be held responsible for any short delivery and any loss and/or damage to goods whilst loading, in transit and unloading as would be reported by the C.P.C. employees** engaged in such work, and time endorsed in the relevant cart note. All vehicles loaded with C.P.C. Cargo, should be delivered direct to the unloading point in order to avoid stoppage in transit, unless such stoppages are absolutely necessary and justifiable.

Care should be taken to ensure that the drums are not damaged while loading, unloading stacking or in transit. **The Contractor will be debited with the cost of damage/loss which occurs to any drum while loading, transporting or unloading as per endorsement in the relevant Cart Note.**

Any loss to CPC that may arise from the non-delivery, loss or damages of goods handed over to Contractor’s representatives, agents or his drivers, for transporting to any CPC prescribed destination, such liability will be the non delivered cost of the goods, and will be debited from amount payable to the Contractor by Ceylon Petroleum Corporation.

2.4.2. However, the successful bidder should obtain a comprehensive insurance cover with all risk, thefts, damages including SR & CC (Strike, Riot and Civil Commotion) to a value of Rs.15 million and valid for the entire period of the Contract, to cover loss of goods during transportation .

2.5. Defaults by successful Bidder

CPC intend to import 100 Nos. (approx.) of 20 feet Containers per shipment. Failure to provide the required number of Container Lorries by the selected transport contractor for the clearance of Containers, within the Two and Half days from the date of notice given by CPC resulting CPC to incur additional Port Charges/Demurrage/Shipping Agent Charges, Customs overtime charges etc., Such incurred additional cost will be debited to the transport Contractor at the very first instant. Also the contract is liable to be terminated, giving three (03) month's notice and in which event the Performance Guarantee will be forfeited.

Contractor shall at all times have a sufficient number of road worthy lorries and laborers to handle loading & discharge of cargo at the locations indicated. **If in the opinion of the Manager Shipping, the number of lorries/laborers used for transport is insufficient the Corporation will have the power to engage other lorries/laborers and recover from the Contractor the difference between the amount paid for such services and the amount that would have been paid to the Contractor, had he performed the service.**

Contractor to Indemnify CPC

The Contractor shall be required to indemnify the Ceylon Petroleum Corporation in respect of:-

Any liability that may arise from the non-observance of any provisions of the law, rules and regulations and of any by laws of local authorities, by the Contractor, his agents or his employees.

Customs and Sri Lanka Ports Authority clearance will be obtained by the Ceylon Petroleum Corporation. In the event of delay by the Corporation Personnel which would result in demurrage etc., the Contractor should within 24 hours bring to the notice of the Manager Shipping Ceylon Petroleum Corporation as otherwise no waiving of charges would be possible. Delayed complaint will not be entertained.

The Contractor will have to present his lorries for any Port or Customs examination whilst transporting Corporation goods.

2.6. Contractor's Liability for losses or damages to the cargo

Any damages to the cargo, if found to have been caused, while being loaded, transported or unloaded, by the Contractor due to any negligent act of the Contractor or any of his employees, agents or sub Contractors, will be the responsibility of the Contractor. CPC will recover the cost of such damages from the Contractor, at the rates indicated below.

1. Damage caused to a Drum of bitumen = Selling Price of a Drum of Bitumen
2. Damage caused to a Drum of lubricant = Selling Price of a Drum/Pallet of Lubricant
3. Damage caused to a can = Existing Selling Price of a Can of Product
4. Damage caused to a Av-Gas Drum = Selling Price of a Drum of a Av-Gas
5. Damage caused to an any other item = Selling price of Value of the good.

Important: A barrel containing bitumen, or any other product lubricant will be deemed to have been damaged, if the damage has caused the contents of the barrel to leak out.

2.7. Payment

Payment will be made on the basis of actual quantities received by the Ceylon Petroleum Corporation based on the certified Cart Notes. However, the Ceylon Petroleum Corporation will not be liable to pay the Contractor any expenses incurred by him or his agents, employees etc., due to delays or hold-ups at barriers etc.

2.8. Rights of CPC

CPC, reserves the right to place orders for transport or carry out transport in any other form as considered necessary in the circumstances and the Corporation does not bind itself to place orders on any one particular Contractor exclusively. **However, once the award has been made and rates of any successful Bidder accepted, he will be bound to supply the Corporation transport and other services stipulated in the Contract, as and when required at the accepted rates.**

2.9 Termination of Contract

Both parties are permitted to cancel or Terminate the Contract by giving three (03) month's prior Notice.

However in the event of the Contract being terminated by the Contractor by giving three (03) month's notice, the Performance Guarantee of the Contract will be forfeited.

In the case of any failure to provide required services by the Contractor as per the tender conditions, CPC reserves right to terminate the Contract by giving one month prior notice, in which event the Performance Guarantee will be forfeited.

2.10. Force Majeure

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

2.11. Arbitration:

Any doubt, difference, dispute, controversy or claim, arising from out of or in connection with this contract, or in respect of the interpretation thereof or on the

rights, duties obligations or liabilities of the parties to this contract or on the operation, breach, termination or invalidity thereof, shall be referred to an arbitral tribunal consisting of a 3 member panel of Arbitrators with Chairman and settled by Arbitration in accordance with the Rules of the Arbitration Centre of the Institute for the Development of Commercial law and Practice in Sri Lanka. The composition, jurisdiction of the Arbitral Tribunal, conduct of arbitration proceedings, Awards and any other matters relating to Arbitration shall be in accordance with the provisions contained in the Arbitration Act. No. 11 of 1995 and the language used shall be the English Language and be governed by the laws of Sri Lanka.

2.12. Scope of Work

2.12.1 The successful Bidder shall be prepared to commence operations under the Contract with effect from the date given by CPC.

The intended scope of work of the Contractor(s) will be to provide services to transport 20 / 40 ft. FCL containers depending on the requirement, at CPC.

Further, the Contractor will be required to employ manpower and fork lifts to unload the drums of bitumen, lubricants, AV Gas or any other item at Muthurajawela , Sapugaskanda, Refinery and Kolonnawa Installation or any other location indicated in the schedule of prices and stack them neatly without damaging the drums/Cans or other goods transported .

It is anticipated that the following quantities of FCL containers of 20ft/ 40ft, to be transported to Muthurajawela, Kolonnawa Installation, Dematagoda Aviation Function, Katunayake, etc., & Sapugaskanda yard, will have to be handled during the period of the Contract of one year.

However CPC will not be responsible for any such variation and any losses that the Contractor will have to suffer due to such variation of quantities.

▪ 40 ft. containers from Port to Muthurajawela	=	05 Nos
▪ 20 ft. containers from Port to Muthurajawela	=	1,000 Nos
▪ 40 ft. containers from Port to Kolonnawa Installation	=	15 Nos
▪ 20 ft. containers from Port to Kolonnawa Installation	=	125 Nos
or Sapugaskanda Installation	=	10 Nos
▪ 20 ft. containers from Port to Colombo to Guide Pier	=	05 Nos.
▪ 40 ft. containers from Port to Colombo to Guide Pier	=	05 Nos.

(Note: These figures will be used for evaluation purposes only.)

2.12.2 The successful bidder should obtain an Insurance cover for goods transported by them to a value of Rs.15 million as per clause 2.4.2 of this document (The cost of obtaining the Insurance Cover should be included in their rates of the Schedule of prices)

2.13. Other Conditions of Contract

Further, as the Contractor(s), the successful bidder will be required to:-

- 2.13.1. Supply and unload a minimum of,
- a) 50 Nos. road worthy Container Lorries (20ft) per day unload goods in all those containers at Muthurajawela yard or any other location indicated the schedule of prices given by CPC.
 - and/or
 - b) 25 Nos. road worthy Container Lorries (40ft) per day and unload goods in all those containers at Muthurajawela yard or any other location indicated in the schedule of prices given by CPC.

However, every effort will be made to give an advanced notice whenever possible.

- 2.13.2. Total container load up to 100 numbers (+ 10%) to be transported within two and half (2 ½) days period from the notice given by CPC to the contractor for the relevant shipment and subject to the clause No. 2.13.1 without incurring port demurrages to CPC. If the port demurrages incurred due to lack of lorries for transportation of containers, the cost of demurrage incurred for the containers will be deducted from the contractor's bill. In case of shipments that exceeds 100 number of containers; first 100 (+10%) containers to be transported within two & half days period as of the shipments up to 100 containers and the balance containers to be transported at the rate of 100 containers per day. If contractor fails to transport 100 containers per day after the above mentioned Two & half days period, the cost of demurrage incurred for the remainder out of the required rate of 100 containers per day will be deducted from the contractors bill.
- 2.13.3. Detention charges will be applicable after 12 hours from arrival of the lorry at the Colombo Port. The Successful Contractor Should transport and unload minimum of **50 Containers** per day. (If the unloading of containers are delayed by the transport Contractor, Detention charges due to the delay of unloading will not be paid).
- 2.13.4. Provide for the Contractor's representatives/driver to countersign all Sri Lanka Ports Authority Cart Notes. The Ceylon Petroleum Corporation Cart Note should be signed by the Contractor's representatives/ driver as indicated by the Ceylon Petroleum Corporation Wharf Clerk.
- 2.13.5. Provide for such representatives to be necessarily in possession of a valid Sri Lanka Ports Authority Identity Badge/Card in addition to the Port Entry Permit.
- 2.13.6. Provide a list in Triplicate of the Name of such representatives together with their specimen signatures to be supplied by the Contractor in advance to the relevant authorities and to C.P.C.
- 2.13.7. Provide services if the need arises to work round the clock.

Take every effort to use his own Lorries to ensure the safety of delivery point at Muturajawela Terminal /Sapugaskanda/Kolonnawa yard.

- 2.13.8. Routes defined by the Petroleum Corporation will have to be followed and deviation from such routes will need prior sanction of the party ordering the transport, unless such permission cannot be obtained due to exceptional circumstances.
- 2.13.9. Contractors are permitted to park the Lorries with the Cargo during the night in outside premises only in the vicinity of Muturajawela Terminal/Sapugaskanda/Kolonnawa yard allowed by the Manager Security under the security reasons.
- 2.13.10. It is totally prohibited to park the Lorries with laden container in outside Premises unless having the permission of Manager Security of CPC.
- 2.13.11. CPC consider only Two (2) hours (maximum) to hand over empty container to the container yard, after unloading of goods at Muturajawela,Sapugaskanda or Kolonnawa.

SCHEDULE OF PRICES

SCHEDULE : A-1 Transport of 20 Ft. FCL Containers Containing Bitumen Drums (Gross Weight 24 M/tons approximately)

From Port of Colombo to Muthurajawela via from Rank container Terminal (RCT) at Orugodawatta

The Bidder shall quote rates covering, miscellaneous express for Transporting, of the 20 ft FCL Containers (with 100-110 drums approximately) of Gross Weight not exceeding 24 M/Tons from the Port of Colombo to the above locations via RCT at Orugodawatta and unloading of drums by the Contractor & return of empty Containers to a Container depot.

Serial Number	Type of Service	Rate (without VAT)
1.1.	<p>A1. Cost of Loading & Transportation of 20 ft containers from Port to Muthurajawela via RCT at Orugodawatta and return of empty container to a container depot. (Excluding the fuel cost) as directed by CPC.</p> <p>A2. Cost of Loading & Transportation (excluding fuel cost) of 20 ft containers from Port to Muthurajawela and return of empty container to a container depot. (Excluding the fuel cost) as directed by CPC.</p> <p>A.3 Cost of Loading & Transportation of 20ft. containers from Port to Sapugaskanda and return of empty container to the container depot as directed by CPC (excluding the Fuel Cost)</p> <p>A.4 Cost of Loading, Transportation of 20ft. container from port to Sapugaskanda via RCT at Orugodawatta and return the empty container to a container depot (excluding the Fuel Cost.</p> <p>B. Fuel cost component (Diesel) per trip @Rs..... per Ltr.</p> <p>Note :</p> <p>1. Any expense incurred by CPC due to the short supply of Container lorries by the Contractor is to be reimbursed by the Contractor.</p>	<p>Rs. Per Trip</p> <p>Rs. Per Trip</p> <p>Rs. per Trip</p> <p>Rs. per Trip</p> <p>Rs. per Trip</p>
1.2.	Cost of labour for unloading arrangements for Drums inside the Container	Rs Per Drum
1.3.	Detention Charges after 12 hours from arrival of the Lorry at the Colombo Port	Rs. Per hour/ per container

	The Transporter should unload minimum of 50 containers within working hours (10 hours) of the days. Otherwise detention charges will not be considered for payment. Any how this conditions will not be applied for containers which transported through the RCT at Orugodawatta.
1.4.	A) Rate for unloading and Stacking by using the Fork Lift of Contractors. (excluding the cost of diesel) (Care should be taken for safe unloading and stacking, Cost of any damage caused for the drums will be debited to the Contractor. B) Fuel Cost (Diesel) @Rs.per Ltr.	Rs Per Drum Rs Per Drum

* **Important** : Normally, ten percent (10%) of the containers of the shipment ordered by CPC should be transported to the yard at Muturajawela via. RCT at Orugodawatta. The balance containers will be transported from the port of Colombo to Muturajawela directly. Therefore, Bidder should be consider this situation when the rate for item No. 1.1 is decided.

SCHEDULE: A-2 Transport of 40 Ft. FCL containers Containing Bitumen Drums

From Port of Colombo to Muturajawela via RCT at Orugodawatta

Please forward your rates for Loading and Transportation, of 40 ft FCL Containers of gross weight not exceeding 35 M/Tons from the Port of Colombo to the above locations via RCT at Orugodawatta and unloading of drums by the Contractor & return of empty Containers to a Container depot.

Serial Number	Type of Service	Rate (without VAT)
2.1.	<p>A1. Cost of Loading & Transportation (excluding fuel cost) of 40 ft containers from Port to Muthurajawela via RCT at Orugodawatta and return of empty container to a container depot. as directed by CPC.</p> <p>A2. Cost of Loading & Transportation (excluding fuel cost) of 40ft containers from Port to Muthurajawela and return of empty container to a container depot. as directed by CPC.</p> <p>B. Fuel cost (Diesel) @Rs..... per Ltr.</p> <p>Note : Any expense incurred due to the short supply of Container lorries by the Contractor is to be reimbursed by the Contractor.</p>	<p>Rs. Per Trip</p> <p>Rs. Per Trip</p> <p>Rs. per Trip.....</p>
2.2.	Labour Cost for unloading arrangements for Drums inside the Container	Rs Per Drum
2.3.	<p>Detention Charges after 12 hours from arrival of the Lorry at the Colombo Port</p> <p>Note : The Transporter should unload minimum of 25 containers within working hours (10 hours) of the day. Otherwise detention charges will not be considered for payment. Anyhow this conditions will not be applied for containers which transported through the RCT at Muturajawela.</p>	Rs. Per hour
2.4.	<p>A) Rate for unloading and Stacking by using the Fork Lift of Contractors. (excluding the fuel cost) (Care should be taken for safe unloading and stacking, Cost of any damage caused for the drums will be debited to the Contractor)</p> <p>B) Fuel Cost (Diesel) @Rs.per Ltr.</p>	<p>Rs Per Drum</p> <p>Rs Per Drum</p>

SCHEDULE : A-3. Transport of 20 Ft. FCL containers Containing Lubricant Drums
Palletized Lubricant Cans

From Port of Colombo to Muthurajawela via RCT at Orugodawatta

The Bidder shall quote rates covering, cost of Loading , Transporting, of the 20 ft FCL Containers from the Port of Colombo to the above locations via RCT at Orugodawatta and unloading of drums by the Contractor & return of empty Containers to a Container depot.

Serial Number	Type of Service	Rate (without VAT)
3.1.	<p>A1. Cost of Loading & Transportation (excluding fuel cost) of 20 ft containers from Port to Muthurajawela via RCT at Orugodawatta and return of empty container to a container depot. as directed by CPC.</p> <p>A2. Cost of Loading & Transportation (excluding fuel cost) of 20ft containers from Port to Muthurajawela and return of empty container to a container depot. as directed by CPC.</p> <p>B) Fuel cost (Diesel) @Rs.per Ltr.</p> <p>Total cost (rate) per trip (A+B)</p> <p>Note :</p> <p>Any expense incurred due to the short supply of Container lorries by the Contractor is to be reimbursed by the Contractor.</p>	<p>Rs. Per Trip</p> <p>Rs. Per Trip</p> <p>Rs. per Trip.....</p> <p>Rs. per Trip</p>
3.2.	Labor Cost for unloading arrangements for Drums inside the Container	Rs Per Drum
3.3.	Labor Cost for unloading arrangements for pallets inside the Containers.	Rs. Per Pallet.....
3.4.	<p>Detention Charges after 12 hours from arrival of the Lorry at the Colombo Port</p> <p>The Transporter should unload minimum of 50 containers within working hours (10 hours) of the day. Otherwise detention charges will not be considered for payment. Anyhow this conditions will not be applied for containers which transported through the RCT at Muthurajawela.</p>	<p>Rs. Per hour/ per container</p> <p>.....</p>

3.5.	<p>A. 1 Rate for unloading and Stacking by using the Fork Lift or manpower of Contractor. (excluding the fuel cost) .</p> <p>(Care should be taken for safe unloading and stacking, Cost of any damage caused for the drums will be debited to the Contractor.)</p> <p>A. 2. Rate for unloading and staking by using the Forklift or manpower of the Contractor .</p> <p>B) Fuel Cost (Diesel) @Rs.per Ltr.</p>	<p>Rs Per Drum</p> <p>Rs Per Pallet</p> <p>Rs. Per Drum/Pallet</p> <p>.....</p>
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SCHEDULE: A-4 Transport of 40 Ft. FCL containers Containing Lubricant Drums or Palletized Lubricant Cans

From Port of Colombo to Muthurajawela via RCT at Orugodawatta

The Bidder shall quote rates covering, cost of Loading and Transportation, of 40 ft FCL Containers from the Port of Colombo to the above locations via RCT Orugodawatta and unloading of drums by the Contractor & return of empty Containers to a Container depot.

Serial Number	Type of Service	Rate (without VAT)
4.1.	<p>A1. Cost of Loading & Transportation (excluding fuel cost) of 40 ft containers from Port to Muthurajawela via RCT at Orugodawatta and return of empty container to a container depot. as directed by CPC.</p> <p>A2. Cost of Loading & Transportation (excluding fuel cost) of 40ft containers from Port to Muthurajawela and return of empty container to a container depot. as directed by CPC.</p> <p>B) Fuel cost (Diesel) @Rs.per Ltr.</p> <p>Total cost (rate) per trip (A+B)</p> <p>Note : Any expense incurred due to the short supply of Container lorries by the Contractor is to be reimbursed by the Contractor.</p>	<p>Rs. Per Trip</p> <p>Rs. Per Trip</p> <p>Rs. per Trip.....</p> <p>Rs. per Trip.....</p>
4.2.	Labor Cost for unloading arrangements for Drums inside the Container	Rs Per Drum
4.3	Labor Cost for unloading arrangements for Pallets inside the Container	Rs. Per Pallet.....
4.4.	<p>Detention Charges after 12 hours from arrival of the Lorry at the Colombo Port</p> <p>Note :</p> <p>The Transporter should unload minimum of 15 containers within working hours (10 hours) of the days. Otherwise detention charges will not be considered for payment. Anyhow this conditions will not be applied for containers which transported through the RCT at Muthurajawela.</p>	Rs. Per hour

SCHEDULE : A-5. Transport of 20 Ft. FCL containers Containing AV-Gas Drums /Dispensing Pumps Agro Chemicals Drums/Pallets

From Port of Colombo to Kolonnawa Installation/ Dematagoda via RCT at Orugodawatta.

The Bidder shall quote rates covering, cost of Loading , Transporting, of the 20 ft FCL Containers from the Port of Colombo to the above locations via RCT at Orugodawatta and unloading of drums/Pallets by the Contractor & return of empty Containers to a Container depot.

Serial Number	Type of Service	Rate (without VAT)
5.1.	<p>A) Cost of Loading & Transportation (excluding fuel cost) of 20 ft containers from Port to Dematagoda and return of empty container to a container depot.</p> <p>B) Fuel cost (Diesel) @Rs.per Ltr.</p> <p>Total cost (rate) per trip (A+B)</p> <p>Note : Any expense incurred due to the short supply of Container lorries by the Contractor is to be reimbursed by the Contractor.</p>	<p>Rs. Per Trip</p> <p>Rs. Per Trip</p> <p>Rs.per Trip.....</p>
5.2.	Labour Cost for unloading arrangements for Drums inside the Container	Rs Per Drum
5.3	Labor Cost for unloading arrangements for Pallets inside the Container	Rs Per Pallet
5.4	Detention Charges after 12 hours from arrival of the Lorry at the Colombo Port	Rs. Per hour /per container
5.5	<p>A.1 Rate for unloading and Stacking by using the Fork Lift of Transporter.(excluding the fuel cost)</p> <p>A.2 Rate for unloading and Stacking by using the Fork Lift of Transporters.(excluding the fuel cost)</p> <p>(Care should be taken for safe unloading and stacking, Cost of any damage caused for the drums will be debited to the Contractor.)</p> <p>B. Fuel Cost (Diesel) @Rs.per Liter.</p>	<p>Rs Per Drum</p> <p>Rs Per Pallet</p> <p>Rs. per Drum/Pallet</p>

SCHEDULE : A-6 Transport of 40 Ft. FCL containers Containing Av-Gas
Drums/Dispensing Pumps or Agro Chemicals Drums/Pallets

From Port of Colombo to Kolonnawa Installation/ Dematagoda via RCT at Orugadawatta.

The Bidder shall quote rates covering, cost of Loading and Transportation, of 40 ft FCL Containers from the Port of Colombo to the above locations via at Orugadawatta and unloading of drums by the Contractor & return of empty Containers to a Container depot.

Serial Number	Type of Service	Rate (without VAT)
6.1.	<p>A) Cost of Loading & Transportation (excluding fuel cost) of 40 ft containers from Port to Kolonnawa via RCT at Orugadawatta and return of empty container to a container depot.</p> <p>B) Fuel cost (Diesel) @Rs.per Ltr.</p> <p>Total cost (rate) per trip (A+B)</p> <p>Note :</p> <p>Any expense incurred due to the short supply of Container lorries by the Contractor is to be reimbursed by the Contractor.</p>	<p>Rs. Per Trip</p> <p>Rs. Per Trip</p> <p>Rs.per Trip.....</p>
6.2.	Labour Cost for unloading arrangements for Drums inside the Container	Rs Per Drum
6.3	Labour Cost for unloading arrangements for Pallets of Agro Chemical and other item inside the Container	Rs Per Pallets/per container
6.4	Detention Charges after 12 hours from arrival of the Lorry at the Colombo Port	Rs. Per hour

6.5	<p>A.1 Rate for unloading and Stacking of drums by using the Fork Lift or manpower of the Contractor.(excluding the fuel cost)</p> <p>A.2 Rate for unloading and Stacking of Pallets by using the Fork Lift or manpower of the Contractor.(excluding the fuel cost)</p> <p>(Care should be taken for safe unloading and stacking, Cost of any damage caused for the drums will be debited to the Contractor)</p> <p>B. Fuel Cost (Diesel) @Rs.per Ltr.</p>	<p>Rs Per Drum</p> <p>Rs per Pallet</p> <p>.....</p> <p>Rs Per Drum/pallet</p> <p>.....</p>
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Name of the Company :

Address :

.....

Name & Signature :

Company Seal :

Telephone Nos. :

FORM OF BID

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

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

Sir,

A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract, for “Transport of Bitumen/ Lubricant Drums and Palatised Lubricant Cans- 2020”, 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 offer 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 offer you may receive.

A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Tender document.

A-5 We agree to abide by this Bid offer for the period of Seventy Seven (77) days from the date of opening of the same. Conditions and prices quoted will 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 Tender, Tender Conditions and Performance Guarantee.

A-7 We affirm that providing of the said services will commence within 14 days after we receive notice of acceptance of our Bid from the CPC.

A-8 We offer the prices as given in the “**Schedule of Prices**” for Transport of 20ft & 40ft containers containing Bitumen drums/ Lubricant drums and Palatised Lubricant Cans from Port to Muthurajawela and Port to Sapugaskanda as detailed out in this Tender document.

We agree that it is open to the Procurement Committee to reject this offer or to accept.

Dated this day of2020.

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 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]

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

BID SECURITY No.: ----- [insert (by issuing agency) number] We have been informed that ----- [insert (by issuing agency) name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution 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") ; or
- (c) having been notified of the acceptance of its Bid by the Employer 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) the successful bidder furnishing the performance security, 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 CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, CPC and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

WHEREAS

- (a) the CPC has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the CPC that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a Contract price of _____ ;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) Instructions to Bidders
- (b) The Conditions of Contract;
- (c) The Form of Bid
- (d) The Schedule of Prices

2. The mutual rights and obligations of the CPC and the Service Provider shall be as set forth in the Contract, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the CPC shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of CPC

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

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]
(hereinafter called “ the Contractor”) has entered into Contract No.....[reference
number of the Contract] dated.....with you, for the.....
.....[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],
upon receipt by us of your first demand in writing accompanied by a written statement stating
that the Contractor is in breach of its obligation(s) under the Contract, without your needing to
prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the.....day of....., 20.....[insert date, 28
days beyond the Intended 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)]