



# **CEYLON PETROLEUM CORPORATION**

*(Established by Parliamentary Act Number 28 Of 1961)*

## **BIDDING DOCUMENT**

### **DISPOSAL OF SOLID WASTE FROM REFINERY PREMISES, REFINERY HOUSING SCHEMES & SAPUGASKANDA TERMINAL**

**Tender No REF- PD/SER/02/2025**

**DEPUTY REFINERY MANAGER  
(MAINTENANCE & PROJECTS)  
CEYLON PETROLEUM CORPORATION,  
REFINERY DIVISION,  
SAPUGASKANDA,  
KELANIYA**

**TELEPHONE : 2400427 /2400431  
FAX : 2400431 /2400436**

# **TENDER NOTICE**

## **CEYLON PETROLEUM CORPORATION REFINERY DIVISION**

### **DISPOSAL OF SOLID WASTE FROM REFINERY PREMISES, REFINERY HOUSING SCHEMES & SAPUGASKANDA TERMINAL** **Public Tender REF – PD/SER/02/2025**

The Chairman, Departmental Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC) invites sealed bids for the supply of services to remove degradable and non degradable solid waste (non petroleum products) collected at the Refinery premises, Refinery Housing Schemes and Sapugaskanda Terminal, for one year.

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.

The bidders can download the bidding document from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/> at free of charge.

All bidders are requested to present for the site visit, to be held on **24/04/2025 at 09.30** hours at the Refinery Division, Sapugaskanda, Kelaniya.

The Bid will be **closed at 1400 hrs. on 02/05/2025** and opened at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below, immediately after the closing time of the Bid. Bidders or their authorized representatives may present at the opening of the Bid.

Chairman, Departmental Procurement Committee,  
c/o Manager (Procurement & Stores),  
Ceylon Petroleum Corporation,  
No. 609, Dr. Danister De Silva Mawatha,  
Colombo 09,  
Tele : 0117296335

# **1. INSTRUCTIONS TO BIDDERS**

## **1.1 Introduction**

Ceylon Petroleum Corporation, Refinery Division aims to enhance public health and environmental quality in accordance with the Policy of Solid Waste Management of the Ceylon Petroleum Corporation. To ensure the proper disposal of solid waste in an efficient and environmentally friendly manner, the Corporation intends to obtain waste disposal services for the Refinery premises, Refinery housing schemes (5 acre & 11 acre blocks) and Sapugaskanda Terminal.

Accordingly Ceylon Petroleum Corporation, Refinery Division invites bids from individuals/ firms who have facility and experience for the solid waste disposal as per environmental norms, to supply services to collect, remove, transport and dispose all non hazardous solid waste collected at the above locations as per the bidding document for a period of one year tentatively starting from June 2025.

## **1.2 Basis of Bid**

The bidders are required to Bid on the enclosed “Schedule of Prices”, given in **Schedule “A”**, determined as per the scope of work and conditions of the contract. Those rates shall remain fixed, for the entire contract period of 12 months as per the conditions of the contract.

## **1.3 Eligibility of the Bidder**

- 1.3.1 The bidder shall not have been blacklisted by any of the government, semi-government institution
- 1.3.2 The bidder shall have a valid solid waste handling license issued by the Urban/ Municipal council or authorized agency for the dumping of solid waste to the selected land.
- 1.3.2 The bidder shall have experience in providing solid waste disposal services to public/ private sector organizations.

## **1.4 Pre Bid Meeting & Site Visit**

A pre-bid meeting and the site visit will be held at **09.30 hrs. on 24/04/2025** at the Training Centre, Refinery Division, Sapugaskanda. The bidder will examine the sites and its surroundings, before submitting the bid and shall satisfy themselves as to the nature of the site, the quantities and nature of the work and all relevant information as to risks, contingencies and other circumstances which may influence their tender.

However CPC reserves the right to differ this meeting with advanced notice. CPC will not be responsible for any costs incurred by the prospective bidders, involved with the attendance to this meeting.

Attendance to this meeting by an authorized and competent representative of the Bidder, along with a letter of authorization, will be compulsory.

**Failure to attend the meeting will result in the Bid offer being rejected.**

## **1.5 Schedule of Prices**

The rate shall be furnished in the “**Schedule of Prices**” in “**SCHEDULE A**” of this bidding document.

The rate should be lump sum fixed price for transport of one solid waste trailer load including the cost towards to employing labourers, vehicles, equipment and any other expenses (Social Security Contribution Levy (if applicable) etc) for this contract.

Quoted rates should be free from any pre-conditions regarding payments etc or otherwise offers are liable to be rejected.

There will be no escalation in the price during entire contract period. Offers not sent in the given format and in the manner required will be rejected.

**Important:**

The bidders may be required to give a brief description of their **Technical Proposal** in “**SCHEDULE B**” indicating the methodology of handling the solid waste. This should include details on how they intend to carry out the task, manpower allocation, vehicles & equipment to be used, the location of the final dumping & processing/ disposal site and the disposing method (if applicable).

**1.6 Value Added Tax**

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

**1.7 Bid Security Guarantee**

Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be valid for 90 days and that the offer will not be withdrawn during that period. Such Bid Security Guarantee shall be in the form of guarantee issued by a recognized commercial Bank in Sri Lanka and acceptable to the CPC, Refinery and should be encashable on demand and payable to CPC in a sum of Rupees Twenty Thousand (Rs 20,000/=)

The Bid Security Guarantee shall be valid for 120 days from the date of closing of the tender (minimum up to 30/08/2025) and shall be in accordance with the specimen in Annex “B”, “Format for Bid Security Guarantee”.

Failure to submit the Bid Security Guarantee at the time or before the closing of tender and in accordance with the above said requirements will result in the tender offer being rejected. Bid Security Guarantee from unsuccessful bidder will be returned to them after an award is made in accordance with the above said requirements.

The Bid Security Guarantee of the successful bidder will be returned back to him after receipt of Performance Guarantee.

**1.8 Documents / Information to be Submitted with the Bid**

- a) The Original copy of the Bid Security Guarantee
- b) The Schedule of Prices - Schedule A, duly completed & signed
- c) The Technical Proposal - Schedule B
- d) The Form of Bid – Annex A, duly completed & signed
- e) A valid solid waste handling license issued by the Urban/ Municipal council or authorized agency for the dumping of solid waste to the selected land.
- f) The copy of the land owner acceptance letter for use of his land for this dumping/ processing process.
- g) The solid waste transporting vehicle details and available trailer sizes.
- h) The experience records of recently handled jobs & jobs in hand of similar nature.

**1.9 Sealing & 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 shall be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE'. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "BID FOR THE DISPOSAL OF SOLID WASTE FROM REFINERY PREMISES, REFINERY HOUSING SCHEMES & SAPUGASKANDA TERMINAL" on the top left hand corner and the statement, “DO NOT OPEN BEFORE 1400 hrs. on 02/05/2025 and shall be addressed to:

**Chairman, Departmental Procurement Committee,  
C/o Manager (Procurement & Stores),**

**Procurement & Stores Function,  
No. 609, Dr. Danister De Silva Mawatha,  
Colombo 09.**

If the outer envelope is not sealed and marked as required above, CPC will assume no responsibility for the Bids 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.

**1.10 Period of Validity of Bids**

All offers shall be valid for a minimum period of Ninety (90) days from the Date of Closing of the Bid. Bidders should however, clearly indicate the maximum period that their offers would be valid. A Bid valid for a shorter period will be rejected as non-responsive.

**1.11 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:

- a) The Bidders shall provide an Original and a Duplicate, as specified in **the clause 1.9**, of any modifications to his Bid, clearly identified as such in two envelopes, duly marked **"BID FOR THE DISPOSAL OF SOLID WASTE FROM REFINERY PREMISES, REFINERY HOUSING SCHEMES & SAPUGASKANDA TERMINAL"**. The envelopes shall be sealed in an outer envelope, duly marked **"BID MODIFICATIONS"**.
- b) 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 forwarded to the address specified in **Clause 1.9**.

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.

**1.12 Closing of Bids**

Bid offers, sealed and addressed as aforesaid, shall be sent under Registered Cover or delivered, to reach:

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

not later than 14.00 hrs on 02/05/2025.

If the bidders or their representatives choose not to send their bid offers under Registered Cover, they may deposit such Bids in the tender box provided for this purpose at the above address.

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

### **1.13 Opening of Bids**

Bids will be opened immediately after the closing date and time fixed for receipt of Bids, at the office of **Manager (Procurement & Stores), Ceylon Petroleum Corporation, 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 Bidding document.

### **1.14 Award Criteria**

CPC 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 the services to CPC in conformity with the Tender Conditions for 12 months with effect from the date of award.

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

### **2.1 Performance Guarantee**

On the tender being accepted, CPC shall notify such acceptance by a letter or fax to the successful bidder whose tender has been accepted. Such notification shall require the successful bidder to furnish at his own cost and expenses, a Performance Guarantee through a reputed Commercial Bank in Sri Lanka acceptable to the Refinery in a sum of not less than 10% of the full contract price of the successful tenderer within one week. The Performance Guarantee shall be valid for 13 months and shall be strictly on the form given "Form of Performance Guarantee" in Annex "C" which will be released after successful completion of the job awarded.

If the successful Bidder fails to furnish the Performance Guarantee as provided therein, the bid will be rejected and such bidder 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 Bid offer**

The rates quoted shall be valid for a period of 12 months commencing from the date of award of the Contract & no rate increase will be entertained.

### **2.3 Payment**

Payment will be made on the monthly basis according to the actual number of loads that the contractor has taken out from the Refinery, Refinery Housing Schemes & Sapugaskanda Terminal as of the Scope of work.

### **2.4 Rights of CPC**

CPC, reserves the right to place orders for carry out solid disposal service 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 services stipulated in the contract, at the accepted rates.

### **2.5 Termination of Contract**

CPC also reserves the right to terminate the contract by giving one month's notice without assigning any reason.

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

### **2.6 Arbitration**

All disputes arising between the parties hereto or their respective representatives, in connection with this contract, during its continuance or at any time after the termination thereof, shall be referred for Arbitration.

Arbitration shall be conducted under the rules of the Arbitration Centre of the Institute of the Development of Commercial Law & Practice (ICLP) in Sri Lanka and in accordance with the Arbitration Act No. 10 of 1995 of Sri Lanka.

### **3. SCOPE OF WORK & OTHER CONDITIONS**

#### **3.1 Scope of Work**

The Refinery waste consists of degradable and non degradable matters such as organic waste, paper, polythene, plastic, glass etc (non petroleum products).

The contractor shall remove all types of solid waste collected at the central location of the Refinery premises (Refinery dump yard) and transport it to the final dumping or processing site, as specified in their Technical Proposal in 'Schedule B'.

Additionally, the contractor shall remove solid waste collected from the Refinery Housing Schemes (5 Acre Block & 11 Acre Block) and the Sapugaskanda Terminal. After loading solid waste from the Refinery, the vehicle must travel to the Refinery Housing Schemes in Batalanda (approximately 1 km from the Refinery) and the Sapugaskanda Terminal on Pattiwila Road (also about 1 km from the Refinery) to collect the solid waste at those locations.

The contractor shall be responsible for loading the solid waste, and the number of trailer loads will depend on the amount of solid waste collected at the Refinery, Refinery Housing Schemes & Sapugaskanda Terminal. (normally one trailer load per week). Any additional trips shall be made only upon request by the Refinery.

Payment will be made based on the actual number of loads transported from the Refinery, Refinery Housing Schemes & Sapugaskanda Terminal. Therefore, the contractor must ensure that an empty vehicle arrives for loading. Each trailer load shall contain no less than 150 cubic feet of solid waste.

Solid waste collection and transportation shall be carried out once a week during normal working hours on weekdays, from 08:00 to 15:00.hrs.

#### **3.2 Disposal of Solid Waste**

Disposing of solid waste shall be entirely the responsibility of the contractor and CPC will not responsible for method of disposing.

The contractor shall ensure that the solid waste are not dumped/ emptied at any place other than specified in the Technical Proposal. It is mandatory that no waste shall be thrown on the streets, drains, water bodies, publicly owned property or open spaces.

#### **3.3 Other Conditions of Contract**

- 3.3.1. CPC will provide security assistance during the all operations inside the CPC premises.
- 3.3.2. The persons engaged in waste handling should take the responsibility of their own safety and wear safety gears wherever necessary.
- 3.3.3. The contractor shall use appropriate vehicles and equipment and shall be operated by qualified and licensed operators.
- 3.3.4. The contractor shall ensure that all vehicles are registered and operate in compliance with the all applicable laws and regulations.
- 3.3.5. All vehicles shall be sufficiently secure so as to prevent any spillage or littering of solid.
- 3.3.6. Dumping of waste in any area other than specified in the Technical Proposal will be termed as a deficiency of service and CPC reserves the right to terminate the contract.
- 3.3.7. The contractor shall not assign the service to other party without prior approval of CPC.
- 3.3.8. The contract will be valid for a period of one year from the date of commencement of said operation.



**CEYLON PETROLEUM CORPORATION  
REFINERY DIVISION**

**SCHEDULE OF PRICES**

**DISPOSAL OF SOLID WASTE FROM REFINERY PREMISES, REFINERY  
HOUSING SCHEMES & SAPUGASKANDA TERMINAL**

**Tender No REF- PD/SER/02/2025**

Description	Amount (Rs)
<b>Rate per one trailer load (w/o VAT) *</b> - To collect & transport solid waste trailer load from Refinery premises, Refinery Housing Schemes & Sapugaskanda Terminal to contractor's waste disposal location. (Trailer load not less than 150 Cu. Ft)	
<b>Total for 52 trailer loads (for one year period) (w/o VAT)</b>	
Add 18% VAT (if applicable)	
<b>Grand Total including 18% VAT</b>	

\* Inclusive of Social Security Contribution Levy (SSCL) if applicable.

VAT Registration No. is to be indicated, if VAT is paid by the bidder in respect of this supply. If it is not indicated in the quotation, CPC will not pay VAT component.

VAT Registration No :- ..... (if applicable only)

Signature : .....

Date : .....

Name : .....

Designation : .....

Company Name : .....

Address : .....

Company Stamp :

Telephone No : .....

**TECHNICAL PROPOSAL**

**DISPOSAL OF SOLID WASTE FROM REFINERY PREMISES, REFINERY  
HOUSING SCHEMES & SAPUGASKANDA TERMINAL**

**Disposing Method**

(use “√” mark in appropriate box)

☐

only dumping

☐

Final processing & disposing

**Location (Dumping site)**

1. Land Owner :
2. Address :
3. Contact Telephone Number :
4. Size of the dumping site (area) :
5. Description of materials dumped at site :

If final processing & disposing is done

1. Name of the project :  
(if any)
2. Name of the developer :  
(company/ firm/ individual)
3. Contact Telephone Number :  
of the developer
4. Brief description of the Disposal :  
method

Name of the Contractor : .....

Address : .....

Telephone No : .....

Signature : .....

Date : .....

Designation : .....

Company Stamp

**FORM OF BID**

**To:** Deputy Refinery Manager (Maintenance & Projects)  
 Ceylon Petroleum Corporation  
 Refinery Division  
 Sapugaskanda  
 Kelaniya  
SRI LANKA

**From:** .....

.....  
 .....

Sir,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders, Conditions of contract & Scope of Work & Other Conditions, for “Disposal of Solid Waste from Refinery Premises, Refinery Housing Schemes & Sapugaskanda Terminal”, 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 fulfills the requirements discussed in the Bid document.
- A-5 We agree to abide by this Bid offer for the period of Ninety (90) 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 Disposal of Solid Waste from Refinery Premises, Refinery Housing Schemes & Sapugaskanda Terminal as detailed out in this bidding document.

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

Dated this ..... day of .....2025.

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: - **Deputy Refinery Manager (Maintenance & Projects), Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya**

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 "Disposal of Solid Waste from Refinery Premises, Refinery Housing Schemes & Sapugaskanda Terminal" under Invitation for Bids No. - **REF- PD/SER/02/2025**.

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) ]

## FORMAT FOR PERFORMANCE GUARANTEE

.....  
*[Issuing Agency's Name, and Address of Issuing Branch or Office]*

**Beneficiary:**

**Deputy Refinery Manager (Maintenance & Projects), Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya**

**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.

-----  
 [Signature(s)]