



CEYLON PETROLEUM CORPORATION

BIDDING DOCUMENT

**TENDER FOR THE TRANSPORT OF PACKED GOODS
FOR CPC HEAD OFFICE AND THE REFINERY – 2026/2027
(FOR SEA/AIR CARGO & LOCAL GOODS)**

B/51/2025

2025

**TENDER FOR THE TRANSPORT OF PACKED GOODS FOR CPC
HEAD OFFICE AND THE SAPUGASKANDA REFINERY– 2026/2027**

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CEYLON PETROLEUM CORPORATION

**TENDER FOR THE TRANSPORT OF PACKED GOODS FOR CPC HEAD
OFFICE AND REFINERY– 2026/2027
(FOR SEA /AIR CARGO & LOCAL GOODS)**

B/51/2025

Invitation to Bid

The Chairman, Departmental Procurement Committee, (DPC), Ceylon Petroleum Corporation (CPC) invites sealed bids from reputed Transport Contractors, who possesses the capability of commandeering a minimum of ten (10) lorries of two and a half/five ton (2.5 to 5 ton) capacity and ten (10) Nos. of container transporting lorries and one 20 Ft. low/high bed trailer with prime mover and any other vehicle requested by CPC as per price schedule depending on the requirement, for the transportation of packaged goods and container transportation from Katunayake Airport, Colombo Port and Hambantota Port to respective locations at CPC.

The contract will be for a minimum period of one year. However this may be extendable to a further period subject to the total value of the contract on mutual agreement, at the same rates and on the same conditions.

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 06.11.2025 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09, on a written request, or download from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/> after of non-refundable fee of Rs.1,000.00 (Rs. 848.36 + 2.5% SSCL + 18% VAT per set)

The Bid will be **closed at 1400 hrs. on 07.11.2025** and opened immediately thereafter at the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below.

Chairman,
Departmental Procurement Committee,
c/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.
Telephone: 011-7296336
E-mail : supplies@ceypetco.gov.lk

1. INSTRUCTIONS TO BIDDERS (ITB)

1.1. Basis of Contract

The contract will be to provide transport services and other services/ requirements to transport packaged goods and container transportation from Katunayake Airport, Colombo Port and Hambantota Port to respective locations at CPC and other transport services 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, withholding tax and all other 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 subcontract 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.

1.2. Eligibility of the Bidder to participate in the Tender

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

Shall possess the capability of commandeering a minimum of ten lorries of two and a half/five ton (2.5 to 5 ton) capacity and 10 container transporting lorries, one 20 Ft. low/high bed trailer with prime mover and any other vehicle requested by CPC.

The bidder shall have valid entry permit for the proposed vehicles to enter the Sri Lanka Ports Authority Premises for transportation of goods.

The bidder shall be financially sound in order to handle a contract of this magnitude for which they shall submit details of Bank Statements (past six months), any credit facilities available etc. as proof along with the Bid..

1.3. 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 provision made in the tender conditions for the adjustments of rates with the increasing of the price of diesel which has been described in clause 2.3. 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 bidding document shall be stated clearly for the consideration of CPC.

A bidder shall submit only one bid for this contract.

1.4. Issue of Bidding Documents

Bidding documents can be obtained on working days between 0900 hrs. to 1500 hrs. up to 06.11.2025 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09, on a written request, after of non-refundable fee of Rs.1,000.00 (Rs. 826.79 + 2.5% SSCL + 18% VAT per set) or download from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>.

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

1.5. Additional Information or Clarifications

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

Telephone: 011-7296336

E-mail : supplies@ceypetco.gov.lk

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 envelops sent seeking such clarifications / information shall be marked “Clarifications on the Transport of Packaged Goods for Head Office and the Refinery – 2026” 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.

1.6 Schedule of Prices

- 1.6.1. 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.**
- 1.6.2. The rates quoted shall cover working on Full Moon Poya Days Sundays, Corporation & other Holidays and after normal working hours without any additional cost.
- 1.6.3. Offers not sent in the prescribed Form or not in the format required will be rejected.

1.7 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.

1.8 Business Registration

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

1.9 Period of Validity of Bids

All offers shall be valid for a **minimum period of Seventy Seven (77) days (i.e. up to 23.01.2026)** from the closing date of the Tender. Bidder should however, clearly indicate the maximum period that the offers will be valid.

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

1.10. Bid Security Guarantee:

Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be held valid for the specified period and that, the offer will not be withdrawn during that period. Such security shall be in the form of a **Bank Guarantee** issued by a Licensed Commercial Bank in Sri Lanka, payable to the **Ceylon Petroleum Corporation**, in a sum of **Rupees Fifty Thousand only (Rs. 50,000.00)**.

The Bid Security Guarantee shall be unconditionally en-cashable on demand by Ceylon Petroleum Corporation and be valid for **One Hundred & Five (105) days (i.e up to 19.02.2026) from the date of closing of the tender.** A 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 bids.

- (1) The Original copy of 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 and / or Bank Statements of the recent past six months.
- (6) Business Registration certificate.
- (7) The Registration Certificates of all vehicles owned by the bidder that are intended to be used for the contract. (if available)
- (8) The proposal for the supply of required vehicles with relevant agreements (if renting) or letter of confirmation from the other party.

Note: This shall essentially satisfy the minimum Tender Eligibility Requirements stated in clause 1.2.

- (9) Company profile
- (10) Valid entry permit for year 2026/2027 to Sri Lanka Ports Authority Premises for transportation of Goods.

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 **“TENDER FOR TRANSPORT OF PACKED GOODS FOR CPC – 2026/2027, CLOSING DATE – 07.11.2025”** on the top left-hand corner and shall be addressed to;

Chairman,
Departmental Procurement Committee,
C/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
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 DPC will not guarantee anonymity of the bid submission. However this disclosure will not constitute grounds for Bid rejection.

1.13. Format and Signing of Bids

The Bidder shall prepare an **Original and a Duplicate** of the Bid specified above, clearly marking as, **“TENDER FOR TRANSPORT OF PACKED GOODS FOR CPC – 2026/2027”** **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 interlineations, 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.

1.14. Deadline for submission of Bids

Chairman, DPC will receive Bids at the address specified under Bidding Document Clause 1.12 not later than **1400 hrs, on 07.11.2025**

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 DPC and the Bidders will thereafter be subjected to the deadline as extended.

1.15. 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.

1.16. 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 1.13 of any modifications to his Bid, clearly identified and enclosed in two envelopes, duly marked **“TENDER FOR TRANSPORT OF PACKED GOODS FOR CPC PREMISES – 2026/2027”**. 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,
Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.

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 be deemed to be valid.

1.17. Closing of Bids

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

**Chairman,
Departmental Procurement Committee (Minor)
Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.**

not later than **1400 hrs on 07.11.2025**.

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 Manager (Procurement & Stores), Ceylon Petroleum Corporation, No. 609, Dr. Danister De Silva Mawatha, Colombo 09**.

1.18. 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. 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. Late bids will not be entertained and will be returned unopened to the Bidder.

Bid and modifications sent pursuant to Bidding Document Sub Clause 1.16 that are not opened will not be considered for evaluation, regardless of the circumstances.

1.19 Correction of Errors

The Bid determined to be substantially responsive will be checked for any arithmetical error and errors will be corrected in the following manner.

Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

If the total bid price increases due to corrections made on above procedure, the bid price shall not be adjusted to the increased price and the corrections should be readjusted within the bid price in consultation with the bidder.

If the bid price decreases by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the bidder and shall be considered as binding upon the bidder.

If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited.

1.20 Evaluation of Bids:

CPC will carry out a detailed evaluation of Bids, to determine whether the Technical aspects are properly addressed, and the Bids are substantially responsive. Total Estimated Contract Value will be calculated based on the rates quoted and the estimated no. of trips indicated in the Bidding Document.

1.21 Award Criteria

Subject to Bidding document clause 1.20, 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.

However the final award will be subject to the Security Clearance of the Ministry of Defense, of the successful Bidder.

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”**

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

The Departmental Standard 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.

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 14 (Fourteen) days of such notification through or confirmed by a Licensed Commercial Bank in Sri Lanka, **in a sum equivalent 10% of Estimated Contract Value.** 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.

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 rise or fall of price of diesel as described in Clause 2.3.

2.3. Price Adjustments for Rise or Fall in the Price of Diesel

The successful contractor entitles for an adjustment of rates (increase or decrease) **for the items permitted in the CPC Bidding document**, on account of rise or fall (this will be enforced by CPC) for the price of auto diesel (non super diesel) in the local market as per the following formula.

$$\text{Rate (New)} = \text{Rate (tendered)} \left[1 + 0.35 \left[\frac{\text{Price (new)} - \text{Price (base)}}{\text{Price (base)}} \right] \right]$$

$$\text{Rate (new)} = \text{Rate after adjustment of price for diesel price change.}$$

$$\text{Rate (tendered)} = \text{Tendered rate}$$

$$\text{Price (new)} = \text{The lowest price of auto diesel (non super diesel) per liter, available in the local market after the price change (current price – i.e. at the time of service obtained).}$$

$$\text{Price (base)} = \text{The lowest price of auto diesel (non super diesel) per liter, available in the local market on the closing date of the tender.}$$

Example

If,

$$\text{Rate (tendered)} = \text{Rs. 1,000.00}$$

$$\text{Price (new)} = \text{Rs. 110.00 (say)}$$

$$\text{Price (base)} = \text{Rs. 96.00}$$

$$\text{Rate (new)} = \text{Rs. 1,000.00} \left[1 + 0.35 \frac{(110.00 - 96.00)}{96.00} \right]$$

$$= \underline{\underline{\text{Rs. 1,051.04}}}$$

Important Notes

Note 1 The price adjustment is applicable for rise or fall in the price of diesel only no other inflationary adjustments will be entertained (Example – Petrol, cost of spares, depreciation of rupee etc.)

Note 2 The price adjustments are applicable only for the items permitted in this bidding document and not for any other item.
(Item Nos. marked * will not get qualified for this price / rate adjustment).

2.4. Short Deliveries, Losses and Damages

The contractor shall provide for 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. **Contractors 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 item 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.

2.5. Defaults by successful Bidder

Any failure to provide the required Number of Container Lorries for the clearance, resulting CPC to incur additional Port charges, /Demurrage/ shipping Agents charges, Customs Overtime charges etc., such incurred additional costs will be debited to the Contractor at the very first instance. Also the contract is liable to be terminated, giving one 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 labourers to handle loading & discharge of cargo at the locations indicated. **If in the opinion of the CPC, the number of lorries/labourers used for transport is insufficient the Corporation will have the power to engage other lorries/labourers 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 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.

2.7. Payment

Payment will be made on the basis of actual service 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 month's prior Notice. However in the event of the contract being terminated by the contractor by giving three month's notice, the Performance Guarantee of the contract 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:

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.

2.12. Scope of Work

The successful Bidder shall be prepared to commence operations under the contract with effect from the date specified by CPC (will be informed after awarding)

Transport of packaged goods and container transportation from Katunayake Airport and Colombo Port to respective locations at CPC and other transport services as stipulated in this document, as and when requested by CPC, will have to be handled during the period of the contract of one year. However CPC will not be responsible any such variation and any losses that the contractor will have to suffer due to such variation of quantities.

2.13. Other Conditions of Contract

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

- 2.13.1. 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.
- 2.13.2. 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.
- 2.13.3. 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.
- 2.13.4. 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.

3. SCHEDULE OF PRICES

Note : The expected number of trips is only an approximate value and can be varied based on the actual requirement.

1.	Transportation of Air Cargo			
Ser. No.	Description	Expected No. of Trips	Rate (without VAT) Rs.	Estimated Amount Rs.
1.1 a	Rate per lorry load from Katunayake Air Port to Refinery Sapugaskanda/ Head Office. Rate to include loading at Katunayake, transporting to Refinery/Head Office and unloading and stacking at point in the Refinery/Head Office as directed by CPC representative for lorry load of up to 1 ton	03		
1.1 b	Rate per lorry load from Katunayake Air Port to Refinery Sapugaskanda/ Head Office. Rate to include loading at Katunayake, transporting to Refinery/Head Office and unloading and stacking at point in the Refinery/Head Office as directed by CPC representative for lorry load of up to 1 to 2 ton	02		
1.2	Rate per lorry load from Katunayake Air Port to Refinery Sapugaskanda/Head Office. Rate to include loading at Katunayake, transporting to Refinery/Head Office and unloading and stacking at points in the Refinery/Head Office as directed by CPC Representative for lorry load more than 2 Tons up to 5 tons.	01		
1.3	Rate per lorry load from Katunayake Air Port to Refinery Sapugaskanda/Head Office. Rate to include loading at Katunayake, transporting to Refinery/Head Office and unloading and stacking at point in the Refinery/Head Office as directed by Refinery Representative for lorry load more than 5 Tons.	02		
1.4	Rate per lorry load from Katunayake Air Port to Guide Pier of Colombo Port. Rate to include loading at Katunayake, transporting to Guide Pier and unloading at OFO premises as directed by CPC Rep. for lorry load more than 5 Tons.	01		
1.5	Rate per Van load from Katunayake Air Port to Refinery-Sapugaskanda/Head Office. Rate to include loading at Katunayake, transporting to Refinery/Head Office and unloading and stacking at point in the Refinery/Head Office as directed by Refinery Representative for van load of up to 750 Kg.	15		

1.6	Rate to provide transport facilities (by van) for Head Office (Dematagoda) to transport Wharf Clerks to Katunayake and to transport packages up to 750 Kg. from Katunayake Air Port/ Seeduwa Ware Houses to Head Office/Refinery Sapugaskanda. Rate include for loading and unloading.	05		
1.7	Rate per Van load from Refinery/Head Office Sapugaskanda to Katunayake Air Port and back to CPC Head Office at Dematagoda. Rate to include loading at Refinery transporting to Katunayake and unloading and stacking at points as directed by CPC Representative for Van load of up to 750 Kg.	02		
1.8	Rate per Lorry load from Refinery/Head Office to Katunayake Air Port. Rate to include loading at Refinery/Head Office, transporting to Katunayake and unloading and stacking at points as directed by CPC Representative.	02		
1.9	Rate per trip to provide a Car/Van (Light Vehicle) from CPC Head Office to Katunayake Air Port and back. Rate per two-way trip	02		
1.10	Rate per trip to provide transport facilities by van from Head Office (Dematagoda) to Parcel Post office (GPO) and to transport packages up to 750 kg from GPO to Refinery Sapugaskanda. Rate include for loading and unloading.	05		
1.11	Rate per trip to provide a Car/Van (Light vehicle) from CPC Head Office to Katunayake Airport. Rate for one way trip.	01		
1.12	Rate per Lorry load from Katunayake Air Cargo village to CPC Head Office Dematagoda/ Kolonnawa Installation. Rate to include loading, transporting & stacking at points as directed by CPC representative			
1.12.1	Rate for lorry load up to 1 tons / up to 1 cbm	10		
1.12.2	Rate for lorry load up to 2.5 tons	10		
1.12.3	Rate for lorry load up to 4 tons	02		
1.13	Rate per Lorry load from Katunayake Air Cargo village to Muthurajawela CPC Stores			
	Rate for Lorry load up to 2.5 tons	01		
	Rate for Lorry load up to 4 tons	01		
1.14	Rate per van from Head Office Dematagoda to Katunayake Airport Air Cargo Village, Rate to include loading, Transporting & stacking at points as directed by CPC representative for van load up to 750 Kg. Rate for two way trip.	01		
	Sub Total for Transporting of Air Cargo			

2. Transportation of Container Cargo / Heavy Cargo					
Ser. No.	Description		Expected No. of Trips/hours	Rate (without VAT) Rs.	Estimated Amount Rs.
2.1	Transport of FCL containers from Port of Colombo to Refinery Sapugaskanda and transport of empty container to container yard. Rates to include all miscellaneous expenses related to loading transporting. Total time for a trip be counted from time of arrival at Cargo loading point to the time of exit from the cargo unloading point (10 hours grace period be provided).				
	From port to Refinery Sapugaskanda via customs container examination yard at Orugodawatta & return to container yard				
	2.1.1	Rate for transport of 20ft full container up to 22 ton	15		
	2.1.2	Rate for transport of 20ft full container over 22 ton	05		
	2.1.3	Rate for transport of 40ft full container	10		
	From SAGT/JCT/CICT of port to guide pier of Colombo via customs container examination yard at Orugodawatta & return to container yard				
	2.1.4	Rate for transport of 20ft full container up to 22 ton	13		
	2.1.5	Rate for transport of 20ft full container over 22 ton	02		
	2.1.6	Rate for transport of 40ft full container	02		
	From Refinery Sapugaskanda to Colombo Port for export via container examination point.				
	2.1.7	Rate for transport of 20ft full container up to 22 ton	01		
	2.1.8	Rate for transport of 20ft full container over 22 ton	01		
	2.1.9	Rate for transport of 40ft full container	01		
Detention charges					
	2.1.10	*Rate per hour as detention charges for 20 feet lorry /trailer excluding grace period of 10 hours.	250		
	2.1.11	*Rate per hour as detention charges for 40 feet lorry /trailer excluding grace period of 10 hours.	250		
Manually unloading					
	2.1.12	*Rate for manually unloading of 20 feet container load of boxes, cartoons, bags, cases etc.	15		
	2.1.13	*Rate for manually unloading of 40 feet container load of boxes, cartoons, bags, cases etc.	06		
2.2	Rate to unload cargo containers containing steel plates & stack within a max distance of 30ft, flat/ vertical in open space. Plates are of approximate 6000 x 1800 mm x thickness 3mm to 12mm and approximate total cargo weight of 20-26 tons per container. Cargo containers to be unloaded within a time period of about 02 hrs. (forklift with operator + 02 helpers are recommended)				
	2.2.1	Rate for 20ft container	04		
	2.2.2	Rate for 40ft container	04		

Ser. No.	Description		Expected No. of Trips	Rate (without VAT) Rs.	Estimated Amount Rs.
2.3	Providing transport facilities by a car or van for Wharf Clerks to work within Port premises and to Refinery and back to Colombo and suburbs within a radius of 20 miles from the port for container clearance.				
	2.3.1	Rate per hour during day time (from 8.00 a.m. to 5.00 p.m.)	01		
	2.3.2	Rate per hour from 5.00 p.m. to 8.00 a.m. of following day	01		
2.4	Transport trailer load of assorted packages, such as drums, tins, cartons cases, crates, bags, cylinders etc. from port of Colombo to Refinery Sapugaskanda. Rates to include all miscellaneous expenses at port of Colombo, transporting to Refinery Sapugaskanda & unloading & stacking at points in Refinery as directed by Refinery representative				
	2.4.1	Rate for Trailer load of up to 4 Tons	03		
	2.4.2	Rate for Trailer load of more than 4 Tons	03		
2.5	Transport trailer load of assorted packages such as drums, tins, cartons cases, crates, bags, cylinders etc. from Refinery to port of Colombo or container yard. Rates to include loading at Refinery transporting to port of Colombo & unloading in to vessel/ containers/ yard as directed by Refinery representative.				
	2.5.1	Rate for Trailer load of up to 4 Tons	01		
	2.5.2	Rate for Trailer load of more than 4 Tons	01		
Sub Total for Transportation of Container Cargo or Heavy Cargo					

* Price/ rate adjustment is not applicable

3.	Extra Heavy Cargo (Rate only)			
Ser. No.	Description	Expected No. of Trips	Rate (without VAT) Rs.	Estimated Amount Rs.
3.1	Providing low-bed trailers for heavy and bulky/ heavy cargo from Wharf to Refinery-Sapugaskanda. Rate to include loading at Wharf and transporting at points in the Refinery as directed by Refinery Representative.			
	3.1.1 Rate for Cargo weight up to 20 tons	02		
	3.1.2 Rate for Cargo weight from 20 tons to 40 tons	02		
	3.1.3 Rate for Cargo weight exceeding 40 tons	02		
3.2	Rate per Kilometer for transport of heavy equipment up to 20 tons by a low bed trailer. Rates to include all miscellaneous expenses related to loading at Port and transporting. (average 24 Km)	02		
3.3	Rate per Kilometer for transport of heavy equipment over 20 tons by a low bed trailer. Rates to include miscellaneous expenses related to loading to Port and transporting.	02		
3.4	Providing low-bed trailers for heavy and bulky/heavy cargo from Port of Hambantota to Refinery-Sapugaskanda or Head Office of CPC. Rate to include loading at Wharf and transporting at points in the Refinery/Head Office as directed by CPC Representative.			
	3.4.1 Rate for Cargo weight up to 20 tons	02		
	3.4.2 Rate for Cargo weight from 20 tons to 40 tons	02		
	3.4.3 Rate for Cargo weight exceeding 40 tons	02		
	Sub Total for Extra Heavy Cargo			

4.	Transportation of LCL Cargo			
Ser. No.	Description	Expected No. of Trips	Rate (without VAT) Rs.	Estimated Amount (Rs.)
4.1	Transport of lorry load of assorted packages, cylinders, bags, drums, etc., from Port of Colombo to Refinery-Sapugaskanda. Rate to include loading at Port of Colombo, transporting to Refinery and unloading and stacking at points in the Refinery as directed by Refinery Representative.			
	4.1.1 Rate for lorry load of up to 1 ton /up 1 cbm	60		
	4.1.2 Rate for lorry load of up to 2.5 tons	60		
	4.1.2 Rate for lorry loads up to 4 tons	15		
	4.1.3 Rate for lorry loads more than 4 tons	04		
4.2	Transport of lorry load of assorted packages, such as drums, bags, cylinders etc., from Refinery-Sapugaskanda to Port of Colombo or Container Yard. Rate to include loading at Refinery-Sapugaskanda, unloading and stacking at points in the Port of Colombo as directed by Refinery Representatives.			
	4.2.1 Rate for lorry load of up to 1 ton /up 1 cbm	01		
	4.2.2 Rate for lorry loads up to 2.5 tons	01		
	4.2.3 Rate for lorry loads up to 4 tons	01		
	4.2.4 Rate for lorry loads of more than 4 tons	01		
4.3	Transport of lorry load of pipes, tubes, plates, machinery etc. having length of more than 18 feet from Port of Colombo to Refinery- Sapugaskanda. Rate to include loading at Port of Colombo and transporting to Refinery- Sapugaskanda.			
	4.3.1. Rate for lorry load of up to 1 ton /up 1 cbm	10		
	4.3.2. Rate for lorry loads up to 2.5 tons	10		
	4.3.3. Rate for lorry loads up to 4 tons	10		
	4.3.4. Rate for lorry loads of more than 4 tons	10		
4.4	Transport of lorry load of pipes, tubes, plates, machinery etc. in a 40 feet lorry from Port of Colombo to Refinery Sapugaskanda. Rate to include loading at Port of Colombo and transporting to Refinery Sapugaskanda.			
	4.4.1 Rate for loads up to 4 tons	02		
	4.4.2 Rate for loads of more than 4 tons	02		
4.5	Transport of bulky & light weight cargo in a full body lorry from Port of Colombo to Refinery Sapugaskanda. Rate to include loading at Port of Colombo, transporting to Refinery and unloading and stacking at points in the refinery as directed by Refinery representative.			
	4.5.1 Rate for trailer loads up to 4 tons	01		
	4.5.2 Rate for trailer loads of more than 4 tons	01		
4.6	Rate per van load from Head Office (Dematagoda) to Colombo Port and back to Refinery Sapugaskanda. Rate to include providing transport to Custom Officer within the Colombo Port to examine the Cargo, loading at Colombo Port, transporting to Refinery and unloading and stacking at points as directed by Refinery Representative for van load of up to 750 Kg.	01		

Ser. No.	Description		Expected No. of Trips	Rate (without VAT) Rs.	Estimated Amount (Rs.)
4.7	Rate to provide transport facilities by a Car or Van for wharf clerks to work within port premises.		01		
4.8	Rate to provide transport facilities by a Car or Van (light vehicle) for wharf clerks to work within port premises and to Shipping agents, CPC Head Office (Dematagoda) for import/export purposes. (Port permits are to be taken by the contractor)		01		
4.9	Rate to provide transport facility by a van or 2 Ton lorry to transport items from CPC Head Office, Dematagoda to Colombo Port and vice versa. (Rates to include Load and unloading).				
	4.9.1	By a Van	01		
	4.9.2	By a 2 Ton Lorry	10		
4.10	Rate to provide a car/van (light vehicle) from CPC Head office at Dematagoda to Refinery Sapugaskanda.				
	4.10.1	Rate for one way trip.	01		
	4.10.2	Rate for the above item vice versa.	01		
4.11	Rate per lorry load of assorted packages, such as drums, bags, cylinders etc., from cargo destuffing warehouse/yard at Peliyagoda/ Colombo port to Guide Pier of port of Colombo. Rate to include loading, transporting to guide pier and unloading and stacking at the OFO premises of CPC		12		
4.12	Rate per lorry load of pipes, tubes, plates, machineries etc. having length of more than 18 feet from cargo destuffing warehouse /yard at Peliyagoda/ Colombo port to Guide pier of port of Colombo. Rate to include loading, transporting to guide pier and unloading and stacking at the OFO premises of CPC.		05		
4.13	Rate to provide transport facilities by a van or 2 Ton lorry to transport items from Refinery Sapugaskanda to container yard/ depot for export. Rate to include transporting, unloading and stacking at the point directed by Refinery representative.				
	4.13.1	By a Van	01		
	4.13.2	By a 2 Ton Lorry	03		

Ser. No.	Description		Expected No. of Trips	Rate (without VAT) Rs.	Estimated Amount (Rs.)
4.14	Transporting lorry load of assorted packages, cylinders bags, drums, etc, from port of Colombo (including Peliyagoda ware house) to Muthurajawela yard. Rate to include loading transporting & unloading.				
	4.14.1	Rate for lorry load of up to 1 ton /up 1 cbm	01		
	4.14.2	Rate for lorry load up to 2.5 tons	01		
	4.14.3	Rate for lorry load up to 4 tons	01		
	4.14.4	Rate for lorry load more than 5 tons	01		
4.15	Transporting lorry load of assorted packages, cylinders bags, drums, etc from port of Colombo to Katunayake CPC Aviation Department. Rate to include loading transporting & unloading				
	4.15.1	Rate for lorry load of up to 1 ton /up 1 cbm	02		
	4.15.2	Rate per lorry load up to 2.5 tons	02		
	4.15.3	Rate per lorry load up to 4 tons	02		
	4.15.4	Rate per lorry load more than 5 tons	02		
4.16	Transporting lorry load of assorted packages, cylinders bags, drums, etc from port of Colombo (including Peliyagoda ware house) to Kolonnawa Installation. Rate to include loading transporting unloading and stacking at the point in the CPC Stores as directed by CPC representative.				
	4.16.1	Rate for lorry load of up to 1 ton /up 1 cbm	05		
	4.16.2	Rate for lorry load up to 2.5 tons	05		
	4.16.3	Rate for lorry load up to 4 tons	05		
	4.16.4	Rate for lorry load up to 5 tons	05		
4.17	Transporting lorry load of assorted packages, cylinders bags, drums, etc, from port of Colombo (including Peliyagoda ware house) to Rathmalana Airport CPC Stores. Rate to include loading transporting & unloading and stacking at the point in the Rathmalana CPC stores as directed by CPC representative.				
	4.17.1	Rate for lorry load of up to 1 ton /up 1 cbm	01		
	4.17.2	Rate for lorry load up to 2.5 tons	01		
	4.17.3	Rate for lorry load up to 4 tons	01		
	4.17.4	Rate for lorry load up to 5 tons	01		
4.18		Rate per van load from Head Office (Dematagoda) to Colombo Port and back to Head Office/Kolonnawa Terminal. Rate to include providing transport to Customs officer within the Colombo Port to examine the cargo, loading to Colombo Port, Transporting to CPC Head Office/Kolonnawa Stores & unloading & stacking at the points as directed by CPC representative for the van load of up to 750 kg. Rate for two way trip.	01		

Ser. No.	Description		Expected No. of Trips	Rate (without VAT) Rs.	Estimated Amount Rs.
4.19	Transport a trailer load of assorted packages, including pipes, drums, cartons, crates, and cylinders, from the Port of Hambantota to the Refinery Sapugaskanda/CPSTL premises at Kolonnawa/OFO Department Guide Pier/Muthurajawela CPSTL/CPC premises. The rates should cover all miscellaneous expenses at the Port of Hambantota, transportation to the Refinery Sapugaskanda/CPSTL premises, and unloading and stacking at designated points as directed by the CPC representative.				
	4.19.1	Rate for Trailer load of up to 4 Tons	03		
	4.19.2	Rate for transport of 20ft bed lorry up to 10 Ton	03		
	4.19.3	Rate for transport of 20ft bed lorry from 10 Ton up to 22 Ton	03		
	4.19.4	Rate for transport of bed lorry up to 20 Ton	03		
	4.19.5	Rate for transport of low bed lorry over 20 ton	03		
	4.19.6	Rate for transport of 40ft bed lorry up to 10 Ton			
4.20	Transport trailer load lorry of assorted packages, such as Pipes, drums, cartons cases, crates, cylinders etc. from port of Colombo/Muthurajawela CPC & CPSTL premises/Kolonnawa instalation/ Sapugaskanda Refinery premises to China Bay CPC premises. Rates to include all miscellaneous expenses at transporting to China bay CPC premises & unloading & stacking at said points as directed by CPC representative				
	4.20.1	Rate for Trailer load of up to 4 Tons	03		
	4.20.2	Rate for transport of 20ft bed lorry up to 10 Ton	03		
	4.20.3	Rate for transport of 20ft bed lorry up to from 10Ton up to 22 Ton	03		
	4.20.4	Rate for transport of low bed lorry over 20 ton	03		
	4.20.5	Rate for transport of 40ft bed lorry up to 10 Ton	03		
4.21	Transport trailer load of assorted packages, such as Pipes, drums, cartons cases, crates, cylinders etc. from Katunayake Airport to Chinabay (Trincomalee) Rates to include all miscellaneous expenses at Airport Katunayake, transporting to Chinabay (Trincomalee) & unloading & stacking at points directed by CPC representative				
	4.21.1	Rate for transport of 20ft bed lorry up to 10 Ton	02		

4.22	Transport trailer load of assorted packages, such as Pipes, drums, cartons cases, crates, cylinders etc. from port of Colombo/Kolonnawa installation/Muthurajawela CPC premises/ Refinery Sapugaskanda to Palali Airport Rates to include all miscellaneous expenses at port of Hambanthota, transporting to Refinery Sapugaskanda & unloading & stacking at points in CPSTL premises as directed by CPC representative			
	4.22.1	Rate for transport of 20ft bed lorry up to 10 Ton	02	
4.23	Transport trailer load of assorted packages, such as Pipes, drums, cartons cases, crates, cylinders etc. from port of Colombo/Kolonnawa installation/Muturajawala CPC premises/ Sapugaskanda Refinery to Mattala Airport Rates to include all miscellaneous expenses at above places to & unloading & stacking at points as directed by CPC representative.			
	4.23.1	Rate for Trailer load/20ft lorry of up to 10 Tons	02	
4.24	Transport trailer load of assorted packages, such as Pipes, drums, cartons cases, crates, cylinders etc. from Katunayake Airport CPC premises to Palali Airport Rates to include all miscellaneous expenses at above places to & unloading & stacking at points in Palali Airport premises as directed by CPC representative.			
	4.24.1	Rate for Trailer load of up to 4 Tons	01	
4.25	Transport of lorry load of pipes, tubes, plates, machinery etc. having length of more than 18 feet from Port of Colombo/Peliyagoda Warehouse to Head officer Dematagoda/Kolonnwa Installation. Rate to include loading at Port of Colombo and transporting to Head officer Dematagoda/Kolonnwa Installation			
	4.25.1	Rate for lorry load of up to 1 ton /up 1 cbm	05	
	4.25.2	Rate for lorry loads up to 2.5 tons	05	
	4.25.3	Rate for lorry loads up to 4 tons	05	
	4.25.1	Rate for lorry loads of more than 4 tons	05	

GRAND SUMMERY

1. Sub Total for Transportation of Air Cargo	Rs.
2. Sub Total for Transportation of Container Cargo/Heavy Cargo	Rs.
3. Sub Total for Transportation of extra Heavy Cargo	Rs.
4. Sub Total for Transportation of LCL Cargo	Rs.
Total (1+2+3+4)	Rs.
2.5% SSCL	Rs.
Total	Rs.
18% VAT	Rs.
Grand Total	Rs.

Total Amount in Words (without VAT)

.....

NOTE :-

- (1) Suppliers are requested to submit rates excluding VAT (without VAT) and VAT component will be computed and paid separately according to the value of service provided to CPC as per agreed rates.
- (2) Supplier is required to indicate VAT registration number & the percentage of VAT, if applicable and to attach a copy of Certificate for VAT Registration.

VAT Reg. No.

Signature :..... Date :.....

Name :

Designation :

Company Name :

Company Stamp :

Address :

.....

Telephone No :

FORM OF BID

To: The Chairman
Procurement Committee
Ceylon Petroleum Corporation
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 Packaged Goods for Sapugaskana Refinery- 2026/2027”, 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 Bidding 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 packaged goods for CPC Head Office and Refinery 2025/2026 to respective locations at CPC and other transport services as given in this bidding document

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

Dated this day of2025.

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) The Conditions of Contract;
- (b) The Contract Data;
- (c) The Form of Bid
- (d) The Schedule of Prices
- (e) The CPC’s Requirements

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.:

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

Beneficiary: [Name and Address of CPC]

Date :

PERFORMANCE GUARANTEE NO :

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

.....with you, for the [Insert "construction"/ "Supply"] of[name of contract and brief description of Works] (hereinafter called "the Contract")

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[amount in figures] (.....) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than theday of, 2025 [Insert date, 28 days beyond the scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

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

.....
 [Signature(s)]