



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

REFINERY DIVISION

BIDDING DOCUMENT

FOR

**DESIGN SUPPLY INSTALL TEST AND COMMISSION OF
AIR CONDITIONER SYSTEM FOR REFINERY
ADMINISTRATION BUILDING**

TENDER NO : REF/PD/WORKS/02/2025

CHAIRMAN – DPC

CEYLON PETROLEUM CORPORATION

REFINERY DIVISION

SAPUGASKANDA

KELANIYA

SRI LANKA

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INVITATION TO BIDS

CEYLON PETROLEUM CORPORATION

REFINERY DIVISION

DESIGN SUPPLY INSTALL TEST AND COMMISSION OF AIR CONDITIONER SYSTEM FOR REFINERY ADMINISTRATION BUILDING

TENDER NO : REF/PD/WORKS/02/2025

Chairman, Department Procurement Committee (DPC), on behalf of the Ceylon Petroleum Corporation (CPC) Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka, will receive sealed Bids from ISO 9001 certified, Internationally reputed Air Conditioner System suppliers for the

DESIGN SUPPLY INSTALL TEST AND COMMISSION OF AIR CONDITIONER SYSTEM FOR REFINERY ADMINISTRATION BUILDING

as per Technical Specifications and annexed Schedules, complete in every respect.

Bidding Document, which comprises the conditions of the bid and the specifications, available on web site **www.ceypetco.gov.lk** is only for reference.

Bidding Document shall be submitted using hard copy obtain from **Deputy Refinery Manager (Electrical & Instrument), Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka from 0830 hours to 1500 hours up to 24/11/2025** upon a payment of non-refundable bid deposit of **Rs.12,500.00**.

Bids will be received by the Chairman, Department Procurement Committee until **1400 hours on 24/11/2025** and will be opened thereafter on the same day at the same time at the Office of Manager (Procurement & Stores)) 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,
Tele : 0094-11-5455332
Fax: 0094-11-545542

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Abbreviations

API	American Petroleum Institute
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
BS	British Standards
COC	Conditions of Contract
CPC	Ceylon Petroleum Corporation
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical & Electronic Engineers
IET	Institute of Engineering & Technology
ISO	International Standards Organization
ITB	Instructions to Bidders
KMPH	Kilometers per Hour
DPC	Department Procurement Committee
NEC	National Electric Code
NFPA	National Fire Protection Association
TEC	Technical Evaluation Committee
UPS	Uninterruptible Power Supply
VAT	Value Added Tax

01. INSTRUCTIONS TO BIDDERS (ITB)

1.1 INTRODUCTION

The Chairman, Department Procurement Committee (DPC), on behalf of the Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, (hereinafter called CPC), will receive sealed Bids from ISO 9001 certified, Internationally reputed, Air conditioner System Suppliers or their authorized agents for the Design, Supply, Install, Test and commission of Air conditioner System for the Refinery Administration building complying the Instructions to Bidders, Conditions of the Contract, scope of supply, Technical Specifications, latest standards & other conditions given in this Bidding Document.

1.2 ISSUE OF BIDDING DOCUMENT & BASIS OF BID

1.2.1 Issue of bidding document

The Bidding document shall be obtained from,
Deputy Refinery Manager (Electrical & Instrument)
Ceylon Petroleum Corporation
Refinery Division
Sapugaskanda, Kelaniya
Sri Lanka

Bidding document will be issued until **24/11/2025 at 15.00 hrs.** upon a payment of non-refundable bid deposit of **Rs. 12,500/=** . The method of payment will be by cash to CPC, Refinery Division, Sapugaskanda, Kelaniya. Photo copy of the Bid deposit receipt shall be enclosed with the offer.

The bidding document published in the web www.ceypetco.gov.lk is only for reference and Bids shall be submitted using hard copy of Bidding document purchased from CPC.

Any person who act as an agent or sub-agent, representative or nominee for or on behalf of any bidder / principal supplier, shall register himself as per Public Contracts Act, No 3 of 1987 for every public contract exceeding LKR five million rupees. The certificate of registration (Form PCA 03) issued by the Registrar of public Contracts of Sri Lanka in terms of section II of the said Act shall be submitted along with the bid.

Where any person is an agent, sub-agent, representative or nominee for or on behalf of a bidder / principal supplier he shall first produce a certificate of his appointment as agent, sub-agent, representative or nominee to the registrar before he registers himself under the public contract. [Contact details of the Registrar: Department of Registrar of Companies, "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 / Tel.: +94-11-2689208 / +94-11-2689209 / Email: registrar@drc.gov.lk .(Contact details may vary from actual & CPC does not take any responsibility in this regard)

1.2.2 Basis of bid

Bidding document will consist of the following:

- Invitation to Bid
- Instructions to Bidders (ITB)
- Conditions of Contract (COC)
- Technical Specifications
- Schedule of Prices
- Declaration of Bidder
- Format of Bid Security Guarantee
- Format of Performance Guarantee
- Format of advance payment Guarantee
- Form of Agreement
- Form of Compliance/Deviation
- Building Plan

Bidders shall submit dully completed “Schedule A” - Form of Bid & “Schedule B” - Schedule of Prices, giving a lump sum fixed price for the complete job as per the terms of reference in this Bidding document with SSCL, VAT and any other applicable taxes, and having insurance of construction staff, supervision, transportation costs, cost of construction equipment, etc.

Additional services required by the bidder not covered by this Bidding document shall be clearly stated for the consideration of DPC.

Exceptions to CPC's Bidding document shall also be clearly stated by the bidder. If no exception is stated, DPC would assume that the bidder fully conforms to the conditions in this Bidding document.

All alterations & deletions in the bid shall be initialed by the bidder.

Bidders are not permitted to do any alterations in the Bidding document in any form whatsoever. Any such alterations in the Bidding document by the bidder may be liable for disqualification.

1.3 QUALIFICATIONS OF THE BIDDER

- 1.3.1 Bidder shall have at least 10 years of experience in design, supply, installation, testing & commission of air conditioner systems of similar or higher capacity in Sri Lanka. The bidder shall provide the details of 3 similar projects completed during the last 10 years. The major equipment such as the Chiller, Air Handling unit offered in the bid shall be from ISO 9001 certified manufacturer.
- 1.3.2 The bidder and all sub-contractors shall hold registration with Institute of Construction Industry Development Authority (CIDA, former ICTAD), Sri Lanka and EM 4 or higher for Electrical Installation & Heavy Steel Fabrication and Grade C6 or above for building construction.
- 1.3.3 The bidder shall hold the PCA registration certificate issued by Registrar of Public Contract in terms of the Public Contract Act No. 3 of 1987 on submission of Form PCA3.
- 1.3.4 The equipment manufacturer shall assure his service during warranty period & availability of spares for next 10 years.

1.4 PRE BID MEETING & SITE INSPECTION

All the bidders or their authorized representatives are required to attend the pre bid meeting and inspect the site of works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing of the bid and entering into the contract.

Pre Bid meeting will be held on **14/11/2025 at the Conference Room of CPC Refinery.**

Attendance to the pre-bid meeting by a technically competent authorized representative of the bidder (with a letter of authorization) will be a mandatory requirement and if not attended, the offers from such bidders will not be considered for evaluation.

All costs incurred in attending to this pre bid meeting will have to be borne by the bidders themselves. CPC reserves the right to change the pre bid meeting date due to any unforeseen reason and if changed, will be notified to the bidders who collected Bidding documents. For this purpose the Bidders shall inform the contact person and his telephone number when collecting the Bidding documents.

1.5 DOCUMENTS & DETAILS TO ACCOMPANY BID

All Bids shall contain adequate particulars in respect of the items offered. All documents literature shall be furnished in English language.

A) Failure to furnish the following documents and details along with the bid shall result in the bid being rejected.

1. Name of Manufacturer and Country of Manufacture.
2. Copy of Bid deposit receipt as per Clause 1.2.1.
3. Complete technical proposal.
4. Manufacturer's Guarantees.
5. Bid Security Guarantee as per Annexure 'A'.
6. Letter of Authorization from the manufacturer in the event that the bidder is not the manufacturer.
7. Authentication letter from the company authorizing the signatory for signing the tender on behalf of the company.
8. Name and address of the local agent (if applicable) and a copy of the valid Certificate of Registration of the local agent issued by the Registrar of Companies.
9. Copy of the registration certificate of Accredited Local Agent (if applicable) issued by Registrar of Public Contract in terms of the Public Contract Act No. 3 of 1987 on submission of Form PCA3.
10. Copy of ISO certificate.
11. Manufacturer's illustrated technical literature complete with detail Technical Specifications, Drawings, pertaining to the Administration building Air Conditioner System.

12. Project execution plan.
13. Schedule of Prices as per Schedule 'B' duly completed and signed.
14. Form of Bid as per Schedule 'A' duly completed and signed.
15. Documentary proof of similar or higher capacity projects, at least 3 projects completed within the recent 10 years.
16. Assurance of availability of spares for a minimum period of 10 years.
17. Compliance and/or Deviation sheets (Annexure 'E') duly filled & signed.
18. Certifications from the manufacturers that the all equipment & accessories supplied & installed are brand new items & are of current manufacture.
19. Bidder's company profile, place of business, financial statements for past 3 years , number of years of experience and records of past experience during last 10 years in the design supply, install, test and commission of Air conditioner Systems.

B) In addition to the above, bidder shall submit following documents and details also along with the bid.

1. Any proposed arrangements with others, either affiliates or associated companies.
2. Duly filled data sheets for all the equipment supplied.
3. Electricity and other utility requirement during installation.
4. List of recommended spare parts and their breakdown cost for 2 years of satisfactory operation.
5. Manufactures printed publish catalogues for major equipment in English language.
6. Details of Quality assurance Program and manufacturer's inspection testing facilities.
7. List of testing equipment for commissioning.

1.6 SUBMISSION OF BIDS

Each Bidder shall submit only one Bid. If the Bidder wishes to submit more than one Bid or an alternate Bid, it shall be submitted as a separate Bid with a separate bid security guarantee.

Bid shall be for the complete Design, Supply Install, Test and Commission of Air conditioner System for Refinery administration building in accordance with this Bidding document.

Bids in duplicate are to be furnished in English Language in three sections as follows:-

- (a) Section 1 – Complete technical proposal and preliminary design / specification data/drawings of the proposed Air Conditioner System.

- (b) Section 11 – Commercial proposal giving lump sum fixed price as per the price schedule attached (Annexure ‘B’) & terms and conditions of payment. In the itemized price, the local and foreign cost component should be clearly indicated (if applicable).

Further the bidder shall submit detailed cost breakdown of major components of the price schedule with item price for each component and services offered.

- (c) Section 111 – Literature /write-ups to supplement the technical proposal given in section 1. This shall include successful installation of similar Air conditioner Systems undertaken by the bidder and client testimonials.

Every Bidder will be required to initial and submit each page of the Bidding Documents including drawings, relevant catalogues and other details along with the Bid.

1.7 SEALING, MARKING, CLOSING & RECEIPT OF BIDS

Bids shall be submitted in duplicate as per the conditions specified in the Bidding Document. The original and duplicate copy 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 “**TENDER NO. REF/PD/WORKS/02/2025 FOR THE DESIGN SUPPLY INSTALL TEST AND COMMISSION OF AIR CONDITIONER SYSTEM – CLOSING DATE 24/11/2025**” on the top left-hand corner.

Bids sealed, enclosed, marked and addressed as aforesaid, shall be sent under Registered Cover or Courier not later than **1400 hours on 24/11/2025** to reach the,

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

If, the Bidders choose not to send their Bids under Registered Cover or Courier they may deposit such Bids in the Tender Box provided for this purpose at the above address not later than 1400 hours on **24/11/2025**. ²

Important:

Bids forwarded via e-mail or faxes are not entertained.

1.8 MINIMUM VALIDITY PERIOD OF BIDS

- 1.8.1 All Bids shall necessarily be valid for acceptance for a minimum period of ninety one days (91) days from the closing date of the tender. Bidder should however, clearly indicate the maximum period that their Bid would be valid.
- 1.8.2 All prices indicated in the schedule of prices shall be firm and shall not be subjected to any price variation within the validity period of Bid specified in above.

Bids that do not comply with the above requirements will be considered as non-responsive.

1.9 AMENDMENTS/CLARIFICATIONS

- 1.9.1 CPC reserves the right to issue amendments to the Bidding document as and when deemed necessary up to seven (7) days prior to the closing of the Bid and such amendments will be notified to all Bidders who have collected the Bidding documents. For this purpose, Bidders shall inform the contact person and his telephone number when collecting the Bidding documents.
- 1.9.2 A prospective Bidder requiring any additional information or clarification of the Bidding document shall notify CPC in writing by hand or post or facsimile at the CPC's mailing address indicated in Bidding document`clause 1.6 not later than fourteen (14) days prior to the deadline for submission of Bids prescribed by the CPC. Copies of the CPC's response will be sent to all prospective Bidders who have collected Bidding documents within seven (07) days prior to the closing of the Bid.
- 1.9.3 Where prospective bidder has not sought any such clarification, such bidder shall be deemed to have accepted the Bidding document in full.
- 1.9.4 Bidders must acquaint themselves fully with the conditions of the site and Bidding document. No plea of lack of information will be entertained at any time or stage of the proposal and implementation of the project.

1.10 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BIDS

- 1.10.1 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.
 - 1.10.1.1 The Bidder's modifications shall be prepared, sealed, marked and despatched as follows:
 - 1.10.1.1.1. The Bidders shall provide an Original and a Duplicate, as specified in the bidding document clause 1.6 of any modifications to his Bid, clearly identified and in two envelopes, duly marked **"TENDER NO. REF/PD/WORKS/02/2025 FOR THE DESIGN SUPPLY INSTALL TEST AND COMMISSION OF AIR CONDITIONER SYSTEM – CLOSING DATE 24/11/2025"** The envelopes shall be sealed in an outer envelope, duly marked **"BID MODIFICATIONS"**.

1.10.1.1.2. 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 address specified in the clause no. 1.7 bearing the Bid name and the words “**BID WITHDRAWAL NOTICE**”.

1.10.2 Bid withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will be deemed to be valid.

1.11 OPENING OF BIDS

1.12.1 Bids will be opened at **1400 hours on 24/11/2025** at the office of **Manager (Procurement & Stores), Ceylon Petroleum Corporation, No. 609, Dr. Danister De Silva Mawatha, Colombo 09.**

1.12.2 Bidder/s or their duly authorized representative/s may be present at the opening of bids. The Bid Opening Committee will read out bidder's name, the bid prices, discounts and, the bid security guarantee. Technical Data, Specifications or similar information will not be divulged.

1.12.3 Department Procurement Committee may, at its 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.

1.12 LATE BIDS

1.12.4 Any bid received by the Chairman, Department Procurement Committee after the deadline for submission of bids will be rejected and returned unopened to the Bidder.

1.13 BUSINESS REGISTRATION

1.13.1 The Bidder should register with the Registrar of Companies and shall produce a copy of the valid Certificate of Registration issued by the Registrar of Companies together with the offer & a copy of the respective company registration of principal bidders also shall be forwarded along with the bid.

1.14 REGISTRATIONS AS THE ACCREDITED LOCAL AGENT

1.14.1 The bidder should register with the Registrar of Public Contract in terms of the Public Contract Act No. 3 of 1987 on submission of Form PCA3 and shall produce a copy of the valid Certificate of Registration issued by the Registrar of Public Contract together with the bid.

1.15 BID SECURITY GUARANTEE

- 1.15.1 Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the Bid will be held valid for the specified period, and that the Bid will not be withdrawn during that period. Such security shall be in the form of a Bank Guarantee issued by a recognized commercial Bank operating in Sri Lanka or a foreign bank with the guarantee confirmed by a recognized commercial bank operating in Sri Lanka, and approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum of Rupees Seven Hundred Thousand only (Rs.700,000/=).
- 1.15.2 The Bid Security shall be unconditionally encashable on demand by Ceylon Petroleum Corporation and shall be valid for 105 days (One Hundred and five) days, i.e. up to **10/03/2026** from the date of closing of Bid. A format of Bid Security guarantee is attached in Annexure "A".
- 1.15.3 **Failure to submit the Bid Security Guarantee at the time, or before the closing of Bid, and in accordance with above said requirements, and in the format provided, will result in the Bid being rejected.**
- 1.15.4 Bid Security Guarantee from unsuccessful Bidders will be returned to them after the award is made to the successful Bidder. The Bid Security guarantee of the successful Bidder will be returned only after receipt of the Performance Guarantee.

1.16 SCHEDULE OF PRICES

- 1.16.1 Bidders are also required to duly sign and return the Schedule of Prices (Schedule "B"), indicating their Bids in detail.
- 1.16.2 Prospective Bidders are requested to submit their offers in local currency.
- 1.16.3 All Agent's Commissions, (if any), shall be disclosed in Sri Lanka Rupees in the Schedule of Prices.
- 1.16.4 Prices not submitted on the prescribed form and in the manner required are liable for rejection.

1.17 CORRECTION OF ERRORS

- 1.17.1 DPC will examine the bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the bids are generally in order. The DPC may at its discretion call clarifications from bidders.
- 1.17.2 The request for clarification and the response shall be in writing within two weeks from the clarifications and no change in the price or substance of the tender shall be sought / permitted.
- 1.17.3 Bids determined to be substantially responsive will be checked for any arithmetical error and errors will be corrected in the following manner.
- 1.17.4 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and

- 1.17.5 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity.
- 1.17.5.1 The unit rate as quoted will govern.
- 1.17.5.2 Unless in the opinion of the DPC/BEC 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.
- 1.17.6 The amount stated in the Declaration of Bidder adjusted in accordance with the above procedure with the concurrence of the bidder shall be considered as binding upon the tender. If the bidder does not accept the corrected amount of tender, his bid will be rejected without affecting the Bid Security Guarantee.
- 1.17.7 Where the adjusted price is lower than the bid price the adjusted figure will be the bid price. If the adjusted price is higher than the bid price the bid figure will be the bid price. The rates will be adjusted with the concurrence of the bidder to reach the bid figure. If the bidder does not agree for such adjustment, his bid shall be rejected without affecting the Bid Security Guarantee.

1.18 POWER TO ACCEPT OR REJECT BIDS

- 1.18.1 The Department Procurement Committee will not be bound to make the award to the bidder submitting the lowest bid.
- 1.18.2 The Department Procurement Committee reserves the right to reject any or all Bids, without adducing any reasons.
- 1.18.3 The notice of acceptance of Bid will be sent by facsimile/e-mail followed by registered post to the successful Bidder, to the address given by him in the Bidding document, soon after the decision of Department Procurement Committee. Any change of address of the bidder should be promptly notified to the Chairman, DPC, Ceylon Petroleum Corporation, C/O Deputy Refinery Manager (Mechanical & Projects), Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

1.19 AWARDING CRITERIA

- 1.19.1 Subject to Bidding document Clauses 1.17 the 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 to perform the contract satisfactorily.
- 1.19.2 The successful Bidder will be called upon to enter into an Agreement with CPC. A specimen Form of Agreement is attached as Annexure "C".

1.20 DECLARATION OF BIDDER

- 1.20.1 Bidders should declare that they have read the terms & conditions and that they make the Bid in compliance with and subject to all the terms & conditions there of and agree to perform the services in accordance with the said terms & conditions in the manner therein set out and in terms of this offer by Form of Bid in Schedule A attached.

1.21 QUALITY ASSURANCE

- 1.21.1 The manufacturer shall possess ISO 9001 quality assurance certificate for design, supply install test and commission of air conditioner systems.
- 1.21.2 All major components such as Chillers, Air Handling Units & Cooling towers of the air conditioner system shall be of internationally reputed brands of origin in Europe, USA or Japan only.

02. CONDITIONS OF CONTRACT (COC)

2.1 PERFORMANCE GUARANTEE

- 2.1.1** The successful Bidder on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within fourteen (14) days of such notification issued by a recognized Commercial Bank in Sri Lanka operating in Sri Lanka, and approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum equivalent to 10% of the contract value given in Annexure “B” of the accepted Bid. The Performance Guarantee shall be valid until 60 days more than the estimated agreed project completion and substantially in the format given in Annexure “B”.
- 2.1.2** If the successful Bidder fails to furnish Performance Guarantee as aforesaid his name will be placed in the list of defaulting contractors at the sole discretion of the DPC.
- 2.1.3** DPC shall forthwith be entitled in its absolute discretion to select and offer other suitable party as it may think fit (whether another bidder or not) at the risk and expenses of the defaulting contractor and make arrangements required for the performance of the successful bidder whose bid has been accepted and shall be further entitled to recover from the defaulting contractors all loans, costs damages and expenses CPC may sustain in consequences of default by the said default contractor.

2.2 MODE OF PAYMENT

- 2.2.1** Advance payment to a maximum of 10% of the total contract price including SSCL and VAT will only be paid on submission of a bank guarantee from a reputed commercial bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. The advance payment guarantee shall be in accordance with the specimen in Schedule -F, "Format of Advance Payment Guarantee ". The advance payment guarantee shall be valid until the estimated and agreed project completion date.
- 2.2.2** In case of advance payment, the full amount of advance payment will be recovered from the first progress payment.
- 2.2.3** Progress payments will be made on the basis of 75% of the value of work completed. Due to the nature and the risk involved in this type of construction work, the balance 25% will be retained until the successful completion and handing over of the system to CPC and released subject to retention conditions in clause 2.2.5.
- 2.2.4** Part payment will be made to the contractor within one month of finalizing their submission of part payment bill by the contractor.
- 2.2.5** Five (5%) percent of the total value of the work completed will be withheld at the final payment from the retention money of progress payments mentioned in clauses 2.2.3 which will be released 12 months after successful completion and acceptance of the AC system.

2.2.6 Progress payments

2.2.6.1 The lump sum fixed price will be apportioned as follows for the purpose of making progress payments, which the contractor will be entitled to claim on completion of each item subject to payment conditions in clause 2.2.

S/No.	Description	% Payment
1	Upon CPC Approval on design.	10
2	Construction of AC building and laying of equipment foundation	15
3	Delivery of main equipment (Chillers, air handling units, cooling towers and pumps.) at CPC site. (Pl. see the Note below.)	40
4	Installation of main equipment, piping & air duct system.	35
5	Testing & commissioning, completion and handing over the system for operation.	Retained 25%

Note

Item No 03 of the progress payments under clause 2.2.6 will be released subjected to submission of a bank guarantee to the total value given by the contractor from a commercial bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. The Bank guarantee will be released after successful completion & acceptance of work by CPC.

2.3 TRAINING OF CPC STAFF

2.3.1 ENGINEERING TRAINING

A comprehensive training on system engineering, installation, commissioning and troubleshooting shall be conducted by the bidder for CPC engineers. The duration of the training shall not be less than one day. Further the training shall be completed prior to the system acceptance.

2.3.2 TECHNICAL STAFF TRAINING

A comprehensive training on system operation shall be conducted by the bidder for CPC technical staff. The duration of the training shall not be less than two days. Further the training shall be completed prior to system acceptance.

2.3.3 EXPENDITURE RELATED TO TRAINING FOR CPC STAFF

All expenditure related to the training for CPC staff at CPC training facility (clause 2.3.1 & 2.3.2) shall be included in item no 02 of Schedule of price in Annex “B”. CPC training facility could be used for conducting above training programs and training schedule shall be notified to CPC in advance.

2.4 SHIPMENT AND DELIVERY SCHEDULE

All shipment and delivery schedules for major components to be intimated to CPC from time to time by the contractor, facilitating CPC to monitor the progress of the project execution.

2.5 DEFAULT BY SUCCESSFUL BIDDER

- 2.5.1** If for any reason in the opinion of the Ceylon Petroleum Corporation, the successful Bidder becomes incapable or unable to design supply install test and commission of air conditioner System for the refinery administration building as per the contract within the specified time period, the Ceylon Petroleum Corporation shall have the right to award the contract to another party without being liable in any manner, whatsoever, to the successful Bidder.
- 2.5.2** If the successful Bidder defaults in the commissioning of the Air Conditioner System as per the contract or otherwise commits a breach of any of the provisions in the Contract with the Ceylon Petroleum Corporation for the design supply install test and commission of air conditioner System for refinery administration building conforming with the specifications, he shall be liable to pay to the Ceylon Petroleum Corporation, all losses, damages and expenses incurred by the Ceylon Petroleum Corporation in consequence of such default of breach.
- 2.5.3** If the successful Bidder fails to commission the Air Conditioner System as specified duration here in, he is liable to penalties as specified in this bidding document.

2.6 ASSURANCE OF COMPLETION

The successful Bidder will be called upon to design supply install test and commission of air conditioner System of refinery administration building conforming to specifications and strictly abide by the agreed completion dates as per the project schedule (Clause 2.8). Bidders shall indicate the period within which the project could be completed from the date of confirmation of the order. The successful Bidder will be called upon to enter into an Agreement with the Ceylon Petroleum Corporation. A specimen form of Agreement is annexed marked –Annex ‘E’.

2.7 LOCAL TAXES / CUSTOMS LEVIES

- 2.7.1** Contractor shall be liable to pay the relevant taxes levied by the Sri Lankan Governmental Authorities such as the Inland Revenue Dept. or Local Government Authorities on; its income and profits derived from execution and shall also be liable for all income taxes of its sub-contractor's personnel and the local agents.
- 2.7.2** Contractor shall accept liability to pay all taxes, turnover tax, SSCL (Social Security Contribution Levy), Value added tax (VAT), other taxes like import duty levies, fees, stamp duties, and the similar taxes including but not limited to any sales or withholding taxes levied by any authority in respect of the construction equipment, material supplied, any other equipment incorporated on this project and expatriate personnel taxes/provident fund for all erection, labor & supervision.
- 2.7.3** Claims on variations of custom duties & Levies of major equipment associated with this work imposed by the government after the bid closing date, shall be forwarded with relevant gazette notifications, certified custom declaration forms issued by Sri Lanka Customs with other supportive documents for the consideration of CPC.

2.8 PROJECT SCHEDULE

- 2.8.1** The project schedule shall be 18 months from the date of awarding the contract to the date of successful commissioning and handing over.
- 2.8.2** The Bidder shall submit an overall project schedule showing the number of calendar days required to reach the date of completion & showing the time required for completion of various phases of work. The bidder shall specify the date when the site will have to be made available for starting the erection and the dates by which CPC shall complete the various items, which are mentioned specially as CPC's responsibility.
- 2.8.3** Also the bidder shall submit resource allocation/ bar chart for the entire project at various phases including manpower and equipment.

2.9 LIQUIDATED DAMAGES

- 2.9.1** The Contractor will pay to CPC, as liquidated damages for failure to comply with contractor's obligation to complete the project in the time guaranteed, an amount for each calendar day after the said date, at a rate of 2.5 % of the contract price per week subject to a maximum liability of 10% of the contract price.

2.10 WARRANTY AND AVAILABILITY OF SPARES

- 2.10.1** The complete system shall carry a comprehensive warranty for 1 year from the date of commissioning and acceptance. All the defective components shall be replaced free of charge during that period by the supplier and the cost of labor shall be in the account of the bidder.
- 2.10.2** Any defect found during this warranty period should be attended by the supplier at his own cost (labour & spare parts), and any defective parts should be replaced with new parts free of charge.

2.10.3 Major and critical equipment such as chillers, cooling towers, AHU's MOV's, pump shall have a warranty period of 2 years minimum.

2.10.4 Availability of the spares shall be guaranteed for next ten years period. After the ten years period should an item becomes obsolete, the bidder shall inform the CPC about the replacement or an alternative in advance.

2.11 FORCE MAJEURE

2.11.1 Except as regards an act of God, war, strike, invasion, Civil War, rebellion, Tsunami, revolution, insurrection, military power, earth-quake, plagues, and the contractor shall undertake all risks and liabilities of whatsoever kind arising out of incidentals or connected with the supply.

2.12 ARBITRATION

2.12.1 If during the continuance of this Contract or at any time after the termination thereof, any dispute or differences of opinion touching the interpretation of this contract were to arise between the parties hereto or the respective representatives, such differences or disputes shall be referred for Arbitration in the manner stipulated in paragraph 10 of the Agreement – Annex 'E'.

3. SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION

Ceylon Petroleum Corporation Refinery Division requires to Design supply install test and commission a central air conditioning system for refinery administration building as per the scope given below on turnkey basis.

As at present Chiller units of total capacity 45 RT cover the Four-story Administration building Air Conditioning requirement with chill water supply system to Fan Coil Units in each office/ room.

Basic design including the capacities of the chiller, cooling towers, AHUs, water pumps, FCUs shall be along with the offer.

3.2 SCOPE OF WORK / SUPPLY BY THE BIDDER

- 3.2.1 To design supply install test and commission a central air conditioning system for Refinery Administration building comprising of chiller units, cooling towers, Chilled water reservoir, Air handling units, Air ducting systems, Chilled water distribution system, Fan Coil Units, Makeup water system, Chemical water treatment system with dosing pumps and the Power distribution system including the plant room. The AC system shall provide air conditioning to the four storied Administration building with an air conditioned area of nearly 930 square meters.
- 3.2.2 The system shall be designed with 02 sets of chillers / Cooling towers each capable of handling the total AC requirement of the building. One set shall be in operation and the other set shall be kept stand-by. Primary chill water circuit shall be connected to the two reservoir tanks (Chilled water reservoir & Return water reservoir) of adequate capacity.
- The secondary chill water circuit - 1 shall be used to supply chill water to the ground floor & top floor (AHU-GF & AHU-3F and FCU's if proposed in the design)
 - The secondary chill water circuit - 2 shall be used to supply chill water to the first & second floors AHU-1F & AHU-2F and FCU's.
 - Each water circulation circuit (Condenser water circuit/ Primary chill water circuit/ Secondary chill water circuit-1/ Secondary chill water circuit-2) shall have two pumps connected in parallel, one shall be in operation, while the other is kept as stand-by.
 - Suitable power distribution system shall be designed & installed for the AC system.
- 3.2.3 Plant room shall be designed and constructed to accommodate all AC equipment including chillers, cooling towers, reservoir tanks, primary/ secondary chill water pumps and AHU for all floor levels. The plant room shall be of adequate size and the location for the plant room shall be selected with the consent of CPC. This plant room shall be air conditioned using a separate split type air conditioner unit as suitable for reliability of equipment.
- 3.2.4 New air duct system shall be designed and installed to carry cold air to the required locations from the AHU in each floor level including associated civil work. FCU's of suitable capacity shall be used to air condition remote locations if required.
- 3.2.5 Existing air condition piping and the duct system shall be removed and minor damages shall be rectified.
- 3.2.6 Basic design/ drawings along with basic design calculations shall be submitted for the main equipment along with the offer and a detailed design calculations/ shop drawings shall be submitted to CPC for review and approval by the successful bidder.

- 3.2.7 A list of recommended spares, Equipment manual, As-built drawing & other documentation in English language shall be provided after completion of the project. Technical staff shall be provided with a basic training for the successful Operation and Maintenance of the air conditioner System. As built drawings shall be provided along with the final documents.
- 3.2.8 The contractor shall carry out all maintenance of the installed AC system free of charge for a period of one year after commissioning & acceptance of the system. Suitable chemical water treatment program shall also be proposed and implemented throughout the retention period.
- 3.2.9 The proposed Air conditioner system shall meet the requirements of the tender, its objectives, functional and specific requirements described in the specifications and taking care of complete requirements of the tender and various attachments.

3.3 SCOPE OF SUPPLY BY CPC

CPC shall provide 63A, 3 phase, 50Hz construction power supply, drinking water, and firewater to the nearest point of the site during the construction period. The bidder shall provide estimated electrical demand along with the proposal.

The power distribution board shall be provided by the contractor with suitable protection devices such as earth leakage circuit breakers, miniature circuit breakers, isolators etc.

CPC will only provide sufficient space in Refinery premises for establishment of a site workshop office for fabrication. The bidder shall indicate the extent of area needed for the site shop. The contractor shall under no circumstance use these site facilities for any other purpose not involving with this job.

3.4 TECHNICAL SPECIFICATIONS

This specification defines the minimum requirements of Air Conditioner System need for reliable, effective and efficient operations. However it is the total responsibility of successful bidder to implement the system in the most efficient, reliable & safe manner with the latest technology / standards.

Air conditioning system shall be completed with motor operated valves, pipe insulation, air control dampers, measuring gauges and other accessories required for a complete central air conditioning system.

3.4.1 Chiller units/ Cooling towers

Two nos. Chiller units shall be of water cooled package type with screw compressor. The chiller unit shall be equipped with easy control, monitoring functions, protection functions along with alarms, trip indicators & log.

Facilities shall be provided to take each air conditioning unit/ Cooling tower for maintenance without affecting other units in operation.

3.4.2 Condenser / Chilled water distribution circuits and reservoir tanks

Condenser water side shall be complete with automatic addition of water treatment chemicals and make-up water.

Primary chilled water circuits (between the chillers and reservoir tanks) shall consist of 02 nos. of Chilled water circulation pumps, each capable of handling full capacity of a chiller. One pump shall be in service while the other is in stand-by condition.

The secondary chilled water distribution (between the reservoir tanks and the AHU's/ FCU's) shall have two circuits. One circuit shall feed AHU-GF, AHU-3F & relevant FCU's of GF & 3F while the other circuit shall feed AHU-1F, AHU-2F & relevant FCU's of 1F & 2F. Chilled water circulating circuits shall be designed in such a way that the all air handling units and fan coil units perform at its maximum capacity.

Each secondary chilled water distribution circuit shall have two pumps arranged in such a manner that one pump is on standby duty while the other pump is in operation. Each pump shall have the capability of handling full capacity of chilled water distribution in each circuit.

Two reservoir tanks for chilled water & return water shall be designed with adequate capacity to balance the water levels of two tanks during all circulation conditions of the primary & secondary chilled water circuits.

By-pass lines, Motor operated regulating valves, Non-return valves and pump isolating valves etc. shall be provide for all the water circulation circuits. Provisions shall be available for the removal of a pump for maintenance without effecting the operation. All piping / valve connections shall be of flange type for easy maintenance.

All necessary sections/ parts of the Chiller, water circulation lines and reservoir shall be properly insulated.

3.4.3 Air Handling Units, Ducting and Fan Coil Units

All indoor Air Handling Units & Fan Coil Units made out of chemical resistance metal or plastics shall be of adequate capacity. A suitable easily maintainable filter shall be used. Proper drain system shall be used to remove condensed water.

All ducting shall be placed at the same elevation and be suspended from multiple hangers where practicable. Duct system shall be properly insulated.

Chilled air & return air shall be properly distributed to all locations by sizing of the ducts, air dampers or other suitable means.

Also the ducting system shall be compatible with the architectural appearance of the building and with good easthetic qualities as suitable for an office environment..

3.4.4 Operating parameters

Supplier should design the air conditioning system in such a way that following parameters are maintained in all locations in the building under all weather conditions.

Inside,

Temperature (DB) : 20 °C

Relative Humidity : 50 %

Noise : 45 dB at One Meter

Typically the outside conditions are as follows,

Dry bulb temp : DB-35 +/- 2 0C

Wet bulb temp : WB-29 +/- 2 0C

Altitude : 100m

Note : It is the responsibility of the contractor to calculate the total Air Conditioning load of the building and decide the capacity of the central air conditioning unit to meet the above conditions. All design calculations shall be based on the “Carrier – Method” as described in the “Hand book of air-conditioning system design” and the capacity of the chiller units / AHU’s shall be decided with appropriate safety margins.

3.4.5 Power Supply

- Available power supply is 400V, 50 Hz three phases and 230V, 50 Hz single phase.
- Main power distribution board incorporating suitable logic, protection & measuring devices shall be installed inside the room. Protection parameters such as level, pressure and flow shall be used for the AC system while over current, short circuit, ground fault and voltage protection shall be used for the electrical circuits.
- CPC shall provide the incoming power to the main circuit breaker of the power distribution board of the air conditioning system. The bidder shall install a suitable power distribution system & feeders to the chillers, cooling towers, AHU’s, pumps & building lights/ socket outlets or any other downstream load through cabling, trenching & ducting from the main power distribution board.

3.4.6 Piping & Insulation

The successful bidder shall use type 1000 PVC pipes for all piping work with designed thickness of insulation. Also successful bidder shall submit pipe sizes and insulation thickness calculations to CPC for review.

3.4.7 Civil Work

The successful bidder is responsible for all minor / major civil repair / construction work such as foundation / basement for the equipment, cable trench, brickworks and construction of plant room.

The successful bidder shall use Grade 20 for all concreting works and 1: 5 cement sand mixture for any repairing work, plastering and brick works.

Plant room shall be of brick structure with a concrete roof to house switch board and chilled water circulation pumps.

3.4.8 General conditions

All appliances and equipment shall be connected in accordance with the best engineering practice conforming to ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning) guides and manufacture's recommendation instructions.

All piping, water seals, valves, electrical connections and similar appurtenances shall be installed as per the recommendations by the manufacture.

It should be noted that the environment is corrosive and the outdoor type equipment shall be specially treated to withstand such environmental condition

Materials of the condenser unit of Air conditioning plant shall be specially treated to withstand the corrosive nature of the environment of an industrial plant such as petroleum refinery.

Supplier shall send technical literature relating to material/special treatments etc. which may prevail in this regard along with the bid proposal.

3.4.9 Reference Standards

- ASHRAE Standards
- API Standards
- BS
- IEC Standards
- IET Wiring Regulations (BS 7671)
- IEEE Standards
- NEC Codes
- NFPA Standards
- OSHA Standards

3.5 SITE INSTALLATION & SUPERVISION

Bidder shall deploy technically competent team including at least one supervision engineers for the installation work and deployed staff shall be capable of performing all installation work required for the successful completion and handing over of the Terminal Automation System.

3.6 COMMISSIONING

- a) Before commissioning starts, CPC staff should have been trained on the operation of all new equipment as they will be part of the commissioning team.
- b) At the start of commissioning a full set of updated documentation including drawings should be made available. Immediate actions shall be taken to verify any issues identified during commissioning.
- c) All commissioning and startup spares including consumables required up to commissioning, system acceptance and handing over of the system shall be in the bidder's scope.

3.7 DOCUMENTATION

- 3.7.1 Catalogues containing specifications, options, mounting details, functions/features of the quoted products shall be sent along with the quotation.
- 3.7.2 Bidder shall submit two copies of comprehensive installation, operation and maintenance manual bound into a single volume. The manual shall be in English and shall not merely duplicate the information available in this specification. The manual shall at least include the following information.
- a) Detailed specifications and Manuals of the offered hardware and software.
 - b) Operating Instructions.
 - c) As Built Drawings of AC system, Electrical system, Protection systems etc.
 - d) Spare parts list.
- 3.7.3 All literature shall be in English language.

4. SAFETY REGULATIONS & REGULATIONS FOR THE PREVENTION OF FIRE

Following regulations & requirements shall be observed / fulfilled by the contractor, his subcontractors (if any), his staff, agents and invitees during site installation work within the Refinery premises.

All persons engaged in work at Ceylon Petroleum Corporation, Refinery, Sapugaskanda (hereinafter called the Refinery) shall be acquainted with the following regulations and their consent to abide by them shall be an essential condition of their permit to work at the Refinery.

1. The whole of the premises within the boundary fence is constituted a danger area with the exception of any area expressly exempted by the Refinery Manager (hereinafter called the Manager).
2. All employees, agents and invitees of the Contractor who may not be aware of the exact locality of any area expressly exempted from the danger area must assume that any part of the Refinery is a danger area and act accordingly.
3. Before work of any nature is commenced in any area by the Contractor, his employees, agents or invitees, the Contractor must obtain the Manager's authorized signatures necessary for excavation permits, safety certificates and clearance certificates and if the work involves sparks of flames, also a fire permit.
All precautions stipulated in these documents must be observed by the Contractor, his employees, agents or invitees. If the work cannot be completed in the period for which these documents are valid, the work shall be discontinued until the documents are renewed.
4. Persons under 18 years of age should not be employed by any contractor or by any sub-contractor for carrying out any contract work in any part of the Refinery.
5. It is a condition of the permit to work at the Refinery that all persons engaged at the Refinery shall submit to be searched by the Refinery Security Officials. This search may take place, either at the time of entry to the Refinery or at any other place and during any time while the employees are in the Refinery, at the discretion of the Senior Security Officer, Refinery.

6. Fire, naked flame, lighters, matches, petrol or any other flammable substance and any apparatus/equipment which can cause ignition should not be taken to the danger area by any contract personnel without a written authority signed by the manager's authorized representatives. Such written permit shall be valid for the period stated therein and must be returned to the Head of Fire Fighting and Safety, Refinery.
7. No dry battery or accumulator type of electric hand-lamp or hand-torch, which is not of a flameproof safety type, approved by the Manager, may be taken to the danger area.
8. Smoking is strictly prohibited in any part of the Refinery.
9. No fires shall be lit and no matches shall be ignited in any part of the Refinery without a special fire permit being given and signed by the Manager's authorized signatory.
10. The contractor shall observe the speed limit of 30 KMPH for vehicles and 24 KMPH for motorcycles within the Refinery premises and all vehicles must be mechanically sound and have an efficient exhaust, silencer, horn, brake, filler cap and tires of good condition. All contract drivers must have a valid driving license.

The vehicles used by the contractor should only be driven on the recognized main roads in the Refinery and no vehicle should leave a main road and enter into an operational area without having a valid Fire and Safety Permit.

11. Mobile cranes and other lifting equipment used for the contract job must be load tested and test reports must be produced to the Fire & Safety Department.
12. If any contract work involves scaffolding, it should be erected as per Standard, Scaffolding Procedure. A copy of Standard Scaffolding Procedure should be requested when necessary.
13. All contract work should be stopped if the fire siren is sounded or in case of an Emergency.
14.
 - (a) The Contractor shall ensure that his employees and those of any of his sub-contractors shall not make use of any equipment, material or property of any kind what so ever belonging to the Refinery unless the written permission of the Manager's has been obtained beforehand.
 - (b) The Contractor shall ensure that so far as is compatible with the work being carried out, the area in which his workers and /or agents are working shall be kept free of all equipment, material or property of any other kind which may constitute an accident hazard. If it is necessary in the opinion of the Contractor for such equipment, material or property to be on site, it will be the Contractor's responsibility to ensure all necessary safety precautions are observed by his own employees and those of his sub-contractors.

15. The contractor must supply all personal protective equipment necessary for the contract employees to carry out the contract work. All contract employees should follow Refinery Safety Regulations and ensure to wear personal protective equipment.
16. All accidents caused to the contractor's employees must be reported to the Fire and Safety Department immediately.
17. After completion of the contract work by the contractor the area involved with the contract work should be inspected by the Fire and Safety Department to ensure that the cleanliness and good housekeeping practices had been followed. The area involved with the contract work should be certified by the Fire and Safety Department before the final payment is made.
18. If the Contractor / Sub Contractor intend to use Electronic equipment / radioactive equipment the contractor shall inform the engineer in charge and give the complete details of such equipment and the purpose for which such equipment is used and obtain the permission from the Instrument/Electrical Department before commencing the contract work.
19. Any employee, agent or invitee of a Contractor consciously or without consciousness, breaking the above Rules shall be liable to have his permit to work at the Refinery terminated immediately.
20. In addition to the above it will be contractor's responsibility to abide by the relevant clauses of Factories Ordinance of Sri Lanka in respect of all work carried out at the site and the safety of personnel engaged and equipment used at site.

Contractor shall pay special attention to the following clauses of the Factories Ordinance of Sri Lanka. However, the responsibility of the contractor will not be limited to the clauses listed below but will cover all other conditions in the whole Factories Ordinance and its amendments.

1. Clause 27 - Hoists and lifts
2. Clause 28 - Chains, Ropes & Lifting Tackle
3. Clause 29 - Cranes and other Lifting Machines
4. Clause 30 - Construction and Maintenance of floors, passages and stairs.
5. Clause 31 - Safe means of access and safe place of employment.

FORM OF BID

Chairman,
Department Procurement Committee,
Ceylon Petroleum Corporation

Dear Sir,

**TENDER FOR THE DESIGN SUPPLY INSTALL TEST AND COMMISSION OF AIR
CONDITIONER SYSTEM FOR REFINERY ADMINISTRATION BUILDING**

We hereby bid For Design Supply Install Test and Commission of Air Conditioner System for Refinery Administration Building in conformity with the specifications as stated in the Instructions to Bidders.

Having perused the Instructions to Bidders for the Design, Supply, Install, Test and commission of an air conditioner system for refinery administration building and the Schedule of Prices referred to therein, I / We hereby agree to comply with the Conditions of the said Tender.

I / We undertake to conform to all the Terms & Conditions in the said Tender and the Schedule of Prices within the time specified.

I / We declare that I / We have perused the Performance Guarantee (Annex 'D') and the Agreement (Annex 'E') respectively and confirm our compliance with the said Performance Guarantee and Agreement in the event of award of Tender.

Unless and until a formal agreement is engrossed and executed this Declaration of Bidder dated together with your written acceptance thereof shall constitute a binding contract between us.

I / We am / are fully aware that the acceptance of any Tender will be at the sole discretion of the Department Procurement Committee, Ceylon Petroleum Corporation.

The Name and Address of Local Agent (if any) is given below.

Signature of Bidder; Date :

Name of Local Agent (if any)

.....

Address :

.....

.....

SCHEDULE OF PRICES**DESIGN, SUPPLY, INSTALL, TEST AND COMMISSION OF AIR
CONDITIONER SYSTEM FOR REFINERY ADMINISTRATION BUILDING****REF/PD/WORKS/02/2025**

S/No	Description	LKR.
<u>1</u>	Design, Supply, Install, Test & Commission of Central Air Conditioning system for Refinery Administration Building as per the tender document	

Total price without TAX - LKR.....

2.5 % SSCL (if applicable) - LKR.....

Subtotal - LKR.....

18% VAT (if applicable) - LKR.....

Total price (with SSCL & VAT) - LKR.....

Total price in words

Local Agency commission (If any) - LKR.....

Offer Validity

Name of Manufacturer

Country of Manufacture

Name & Address of Local Agent, if any

.....

.....

.....
Date.....
Signature of Bidder (Principal Supplier).....
Company Stamp

FORMAT OF BID SECURITY GUARANTEE

[This bank guarantee form shall be filled in accordance with the instructions indicated in brackets]
 [insert issuing agency's name and address of issuing branch or office]

Beneficiary :[insert (by PE) name and address of Employer/Purchaser]
Date : [insert (by issuing agency) date]
Tender Reference No......

BID GUARANTEE NO : [insert (by issuing agency) number]

We have been informed that [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called “the Bidder”) has submitted to you its bid dated[insert (by issuing agency) date] (hereinafter called “the Bid”) for execution supply [select appropriately] of [insert name of Contract] under Invitations 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 of 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 obligations(s) under the bid conditions, because the Bidder.

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security; in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to [insert date]

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date

[signature(s) of authorized representative (s)]

FORMAT OF PERFORMANCE GUARANTEE

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

Beneficiary :..... [Name and Address of Employer]

Tender Reference No. :

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 the day of,20.....[insert date, 90 days beyond the scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

.....

[Signature(s)]

FORM OF AGREEMENT INCLUDING CONDITIONS OF CONTRACT**CEYLON PETROLEUM CORPORATION****AGREEMENT NO:****DATE:****DESIGN SUPPLY INSTALL TEST AND COMMISSION OF AIR CONDITIONER SYSTEM
FOR REFINERY ADMINISTRATION BUILDING**

THIS AGREEMENT made related in Colombo on this.....day of..... between the Ceylon Petroleum Corporation established by Act No. 28 of 1961 and the amendment thereto and having its Head Office at No 609, Dr. Danister de Silva Mawatha, Colombo 09 and Principal Business Place at Oil Refinery, Sapugaskanda, Kelaniya, Sri Lanka (hereinafter referred to as the “Corporation” which expression shall mean and include the said Corporation, its successors and assigns) of the one part and having its Registered Office at

 (hereinafter referred to as “the Contractor” which expression shall mean and include the said
 its successors and permitted assigns) of the other part.

WHEREAS the Chairman, Cabinet Appointed Procurement Committee, invited tenders for the supply of the Design Supply Install Test and Commission of Air Conditioner System for Refinery Administration Building for Ceylon Petroleum Corporation by Notice datedAND WHEREAS “the Contractor”, submitted to the Chairman, Ministry Procurement Committee, Ceylon Petroleum Corporation his Bid Ref. No. dated in regard to the Design Supply Install Test and Commission of Air Conditioner System for Refinery Administration Building which Bid had been accepted by the “Corporation” The said Bid, Instructions to Bidder’s / MANUFACTURERS, Specifications, all Annexes mentioned in the Corporation Tender No.....dated.....and all other Correspondence and Letters/Telexes of acceptance shall form part and parcel of this Agreement and be read and construed as one document.

NOW IT IS HEREBY AGREED AS FOLLOWS.

1. In consideration of the payment to be made to the Contractor as hereinafter mentioned the Contractor hereby covenants and undertakes with the Ceylon Petroleum Corporation for the Design Supply Install Test and Commission of Air Conditioner System for Refinery Administration Building in strict conformity in all respects with the provisions of this Agreement and in such quantities and on or before such time as specified in the Tender Conditions/Letter of Acceptance.

Total payment

2. The Contractor shall submit a Performance Guarantee/Letter of Guarantee from a Bank acceptable to the Corporation as security for the due performance of his obligations under the Agreement and on satisfactory completion of Design Supply Install Test and Commission of Air Conditioner System for Refinery Administration Building specified herein, the Corporation shall release the Performance Guarantee/Letter of Guarantee, subject to whatever claims it may make on the Bank in respect of defaults on the part of the Contractor as provided herein.

3. The Contractor shall not assign or otherwise transfer or sublet his rights and obligations under this Agreement without the consent and authority of the Chairman, Ceylon Petroleum Corporation, nor shall he issue a Power of Attorney to any person whose name is on the state-list or Ceylon Petroleum Corporation defaulting Contractors, for carrying of the work under this Agreement. The Corporation reserves to itself the right to refuse to recognize a Power of Attorney issued by the Contractor to any person authorizing him to carry out this Agreement on the Contractor's behalf. The Contractor shall not employ for the purpose of executing this Agreement any person whose name is on the state-list or Ceylon Petroleum Corporation, defaulting Contractors or any other person to whom the Chairman objects after giving due notice of his objection in writing. Any breach of this covenant shall render the Agreement liable to cancellation without any compensation to the Contractor.

**Sub-letting
The
Contract**

4. Where the Contractor does not complete Design, Supply, Install Test and commission of an air conditioner system for refinery administration building work in due time, in accordance with the stipulated and agreed dates as per Invitation to Bid, the Ceylon Petroleum Corporation will have the right to make suitable alternate arrangements for the balance work and to claim from the Contractor, the additional expenses thereby incurred by the Ceylon Petroleum Corporation.

**Delays in
Delivery**

5. (a) If for any reason, in the opinion of the Ceylon Petroleum Corporation, the Contractor becomes incapable or unable to Design Supply Install Test and Commission of Air Conditioner System for Refinery Administration Building according to the Bid, the Ceylon Petroleum Corporation shall have the right to obtain his Design Supply Install Test and Commission of Air Conditioner System for Refinery Administration Building from other sources without being liable in any manner whatsoever to the Contractor and the Agreement will stand terminated.
- Default By the Contractor**
- (b) If the Contractor defaults in the opinion of the Ceylon Petroleum Corporation, to Design Supply Install Test and Commission of Air Conditioner System for Refinery Administration Building or breaches the Conditions of this Agreement with the Ceylon Petroleum Corporation for the Design Supply Install Test and Commission of Air Conditioner System for Refinery Administration Building according to specifications, the Contractor shall be liable to pay the Ceylon Petroleum Corporation all losses and damages incurred by the Corporation, as a consequence of such default or breach and the agreement will stand terminated.
6. Should the Contractor fail to finish the Design Supply Install Test and Commission of Air Conditioner System for Refinery Administration Building within the time guaranteed, the Contractor shall be liable to pay as a pre-estimate of liquidated damages, at the rate of 2.5 % of the contract price per week for such delayed period up to a maximum of 10% of the contracted lump sum fixed price. The Contractor in these circumstances will also render himself liable to be placed in the list of defaulting Contractors and be precluded from having any concern in the Ceylon Petroleum Corporation Tenders and the agreement will stand terminated.
- Liquidated Damages**
7. The Ceylon Petroleum Corporation agrees with the Contractor that payment for the total cost except any local agency commission to be made according to payment terms as per tender clause 2.2 and a receipt of a Performance Guarantee and the payments for local agency commission (if any) to be made in Sri Lankan Rupees after acceptance by CPC. 95% of the full payment will be released only after successful commissioning and acceptance of the Air conditioner System. Part payments will be released until the job is completed in full according to the payment terms specified in the clause 2.2 of the ITB document. Balance 5% will be paid after 12 months from the date of successful commissioning and acceptance by CPC.
- Payment For the system Supplied**
8. All Notices and Orders to be served upon the Contractor shall be deemed to have been duly served if sent by registered post to -----
- Serving Of Notice**
- Which place the Contractor hereby selects for the purpose and it is further agreed that unless the Contractor shall forthwith notify the Chairman in writing of such changes and such notification is communicated to and received by the Chairman, the posting of letters, notices, orders or other documents to the

address herein given shall for all purposes be deemed to be and constitute sufficient delivery of the same to the Contractor.

9. If at any time between the acceptance of the Tender and the completion of the Design Supply Install Test and Commissioning of Air Conditioner System for Refinery Administration Building, the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in Bankruptcy then the Chairman, may, after giving seven (07) days' notice in writing to the Contractor, terminate the Agreement.

**Bankruptcy
Of
Contractor**

10. (1) "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 the Chairman and settled by Arbitration in accordance with the rules of the Arbitration Center 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".

Arbitration

(2) All proceedings and hearing of the Arbitration Tribunal shall be held in Sri Lanka and in the English Language by two Arbitration's, one to be nominated by each party to the reference.

11. Nothing herein contained shall make it obligatory on the Ceylon Petroleum Corporation, to place orders with the Contractor for the supply of the said AC system and accessories, to the extent specified in the said Tender and the Contractor shall have no claim whatsoever on the Ceylon Petroleum Corporation, if no orders are placed to the extent specified in the Tender or at all.

12. Except as regarding Acts of God, war, strike, invasion, civil war, rebellion, revolution, insurrection military or usurped power, earthquake, plagues, direct Orders or government discontinuing work, the Contractor shall undertake all risks and liabilities of whatever kind arising out of or incidental to or connected with the supply. The Bidder shall promptly give to the Chairman/, Ceylon Petroleum Corporation written notice of any loss of time due to such aforementioned caused and will provide to the Chairman, Ceylon Petroleum Corporation with evidence certified by the appropriate Authority in support of his claims or orders.

**Force
Majeure**

Should any time be lost in a consequence of such aforementioned causes, the date of completion shall be extended by such delay.

13. The following terms used in the Contract Documents shall be understood as having the meanings hereby ascribed to them namely: -
1. "The Chairman" shall mean the Officer for the time being holding the Office of, or for the time being performing the functions of the Chairman of the Ceylon Petroleum Corporation.
 2. "The Project Manager" shall mean the officer for the time being holding the office of, or for the time being performing the functions of the projects of the Ceylon Petroleum Corporation Refinery Division.

Signed by the Chairman for and on behalf of the Ceylon Petroleum Corporation at
..... on this day of
..... Two Thousand in the presence of the following witnesses.

Signature of

Chairman

For and on behalf of

THE CEYLON PETROLEUM CORPORATION

Witnesses:

1
Address:.....
.....

2.....
Address :
.....

Signed by the said at On
this Day of Two Thousand in the Presence of
the following Witnesses:-

Signature of

Contractor

Name:

Address:.....

Witnesses:

1.....
Address:.....

.....
2
Address :
.....

FORMAT OF ADVANCE PAYMENT GUARANTEE

An advance payment securities shall be issued in the format given below.

-----[Name and address of Agency, and Address of Issuing Branch or Office] -----

Beneficiary: Chairman, Ceylon Petroleum Corporation, No.609, Dr Danister Silva Mawatha, Baseline Road, Dematagoda Colombo 09, Sri Lanka.[Name and Address of Employer].

Date : -----

ADVANCE PAYMENT 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” or “supply”) **Design , supply, Install, Test and Commission of Air Conditioner System for Refinery Administration building Sapugaskanda** [name of contract and brief description].(hereinafter called “the Contract”).

Furthermore, we understand that, acceding to the conditions of the Contract, an

Advance payment in the sum ----- [amount in figures] (-----) [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we ----- [Name of the issuing agency] hereby Irrevocably undertake to pay you any sum or sums not exceeding in total an Amount of -----[amount of 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 under the Contract.

The maximum amount of this guarantee shall be set off from the payment due to the contractor as per the mode of payment stipulated under the “Conditions of Contract”.

This guarantee shall expire, *Insert the date, 28 days beyond the expected expiration date of the Contract.*

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature(s)]

The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract.

FORM OF COMPLIANCE / DEVIATIONS

1. Please mention "Yes" under the "complied" if complied with the tender requirement or mention "No" if there is any deviation and indicate the deviation in the cage provided.
2. Please provide documentary proof along with the Bid for all the following points except for point No. 01, 03, 05, 10, 11, 06, 07, 08, 18, 20 & 21. For all other point Nos. please make a statement as to whether requirements given under each point can be complied with fully or with deviations if any.

	Specification / Condition	Compliance		Deviations if any
		Yes	No	
01	Bid For All Items & Full Quantities.			
02	Bid Security Guarantee & Its Validity.			
03	Bid Validity.			
04	Schedule of Prices (Annex "B") Duly Filled Stamped, Signed & Forwarded			
05	Agreed with payment terms & other requirements for negotiation of Letter of Credit as given in clause no. 2.2 of Conditions of Contract,			
06	a) Is Manufacture ISO certified			
	b) Origin of major equipment in Europe, USA or Japan			
08	Literature / Catalogues & other Technical Data (complete technical proposal) given.			
09	Manufacturer's illustrated technical literature complete with detail Technical Specifications, Drawings, pertaining to the Air conditioner System given.			
10	Documentary proof on at least 03 projects of similar capacity in the past 10 years.			
11	Name of the Manufacturer, Country of Origin, Country of Manufacture			
12	VAT Registration No. of the bidder/ contractor Given.			

13	A copy of the Business Registration as per clause 1.12.			
14	A copy of the valid Certificate of Registration issued by the Registrar of Public Contractas per clause 1.13.			
15	Authentication letter from the company authorizing the signatory for signing the tender on behalf of the company.			
16	Declaration of Bidder as per Annex 'C' given			
17	Assurance of availability of spares for a minimum period of 10 years.			
18	Past supply records details of such deliveries for recent 10 years for the capacities similar or above.			
19	Project execution plan including the Gantt chart.			
20	Any other variations and /or deviations from specifications or conditions if any.			

.....
Company Stamp

.....
Signature of the Bidder