



**CLEANING & JANITORIAL SERVICE FOR THE
AVIATION REFUELLING STATION AT COLOMBO
AIRPORT, RATHMALANA FOR THE YEAR 2022**

B/83/2021

CEYLON PETROLEUM CORPORATION

BIDDING DOCUMENT

2021

TENDER NOTICE

CEYLON PETROLEUM CORPORATION

CLEANING & JANITORIAL SERVICE FOR AVIATION REFUELLING STATION AT COLOMBO AIRPORT, RATMALANA FOR THE YEAR 2022

B/83/2021

The Chairman, Departmental Procurement Committee (DPC) of Ceylon Petroleum Corporation will receive sealed bids from reputed organizations for the above.

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.

Due to the Covid-19 pandemic, the bidders can download the bidding document from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>. The bidder should pay a non-refundable fee of Rs. 1,000.00 (Rs. 925.93 + 8% VAT) to the Account No. 004100110208633 of Ceylon Petroleum Corporation of People's Bank (Head Office) and the payment receipt should be submitted along with the Bid.

All Bids should be accompanied by a Bid Security amounts to Rs. 10,000.00.

The Bid will be **closed at 1400 hrs. on 19.01.2022** and opened at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below, immediately after the closing time of the Bid. Bidders or their authorized representatives may present at the opening of the Bid.

Note : A site visit will be conducted at **10.00 hrs. on 12.01.2022** in the Aviation Refueling Station at Ratmalana of CPC. It is a mandatory requirement for interested bidders to participate for the site visit.

Clarifications, (if any), shall be sought from Shift Superintendent, Rathmalana over the Tel. No. 011 2637755.

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

Tel : 011 5455331

Fax – 011-5455424

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01. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction :

- 1.1.1 Chairman, Departmental Procurement Committee (Minor), Ceylon Petroleum Corporation (CPC) is calling sealed bids from reputed organizations in Sri Lanka for the **Cleaning & Janitorial Services for Aviation Refueling Station at Colombo Airport, Ratmalana for the year 2022/23.**
- 1.1.2 The period of Contract shall be **09 Months from 01.04.2022 to 31.12.2022.**

1.2 Basis of Bid

- 1.2.1 Bids are to be forwarded on the basis for **Cleaning & Janitorial Services for Aviation Refueling Station at Colombo Airport, Ratmalana.**
- 1.2.2 Additional services provided by the Bidder not covered in this Invitation to Bid shall be stated clearly. If no exceptions are stated, CPC would assume that Bidder conforms to the most stringent conditions of the Bidding document.
- 1.2.3 Bids are to be forwarded for the **Cleaning & Janitorial Services for Aviation Refueling Station at Colombo Airport, Ratmalana** as per the Scope of Work stipulated in the Bidding Document.

1.3 Issue of Bidding Documents

Bidders can download the bidding document from CPC website, i.e - www.ceypetco.gov.lk and all the payment can be made to the Account No. 004100110208633 of Ceylon Petroleum Corporation through People's Bank (Head Office) branch account.

1.3.1 Bidding Document will consist of the followings;

- Instructions to Bidders (ITB)
- Conditions of Contract (COC)
- Scope of Work
- Schedule of Prices
- Form of Bid
- Form of Bid Security Guarantee
- Form of Agreement
- Form of Performance Security Guarantee

1.4 Documents to accompany the Bid

- 1.4.1 All Bidders shall furnish following documents along with their Bids. All documents shall be furnished in English language.
 - Company Profile including the Bidders' experience in last five years.
 - Experience in Janitorial Service in last 03 Years (2018, 2019, 2020) including the period of contract, details of Contact Nos. and Name of Clients.

- Past performance – Bidders should forward past supply records for the last three (03) years of value over **Rs. 05 (Five) million.**
- Schedule of Prices duly completed and signed.
- Form of Bid (**Annex A**) duly completed and signed.
- Form of Bid Security (**Annex B**).

1.5 Sealing and marking of Bids

- 1.5.1 Bids shall be submitted in duplicates as per the conditions specified in this Bidding Document. The original and the duplicate of the Bid shall be placed in separate envelopes marked '**ORIGINAL**' and '**DUPLICATE**'. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "**BID FOR THE CLEANING & JANITORIAL SERVICES FOR AVIATION REFUELING STATION AT COLOMBO AIRPORT, RATMALANA**" on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs on 19.01.2022** (to be completed with the time and date specified in the Bidding Document) and shall be addressed to:

Departmental Procurement Committee,
Ceylon Petroleum Corporation,
Bid for the Cleaning & Janitorial Services for Aviation Refueling Station at
Colombo Airport, Ratmalana,
Procurement & Stores Function,
1st Floor, No. 609,
Dr. Danister De Silva Mawatha,
Colombo 09.
Sri Lanka.

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

1.6 Period of validity of Bids

- 1.6.1 All offers shall be valid for a **minimum period of Forty Nine (49) days (i.e. upto 09.03.2022)** from the closing date of the Bid. Bidders should however, clearly indicate the maximum period that their offers would be valid. **A Bid valid for a shorter period will be rejected as non-responsive.**

1.7 Format and Signing of Bids

- 1.7.1 The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, "**Bid for the Cleaning & Janitorial Services for Aviation Refueling Station at Colombo Airport, Ratmalana**" Original and duplicate as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.
- 1.7.2 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. **All pages of the Bid except for un-amended printed literature shall be initialed by the person(s) signing the Bid.**

- 1.7.3 Any inter lineation, erasures or over-writing shall be valid only if they are initialled by the person(s) signing the Bid.

1.8 Clarification of Bidding Document

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

1.9 Deadline for submission of Bids

- 1.9.1 Chairman, Procurement Committee, CPC must receive Bids at the address specified in **ITB Clause 1.5**, not later than the **1400 hrs. on 19.01.2022**. Chairman, Procurement Committee, CPC may, at his discretion, extend this deadline for submission of Bids, by amending the Bidding Documents, in which case all rights and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

1.10 Late Bids

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

1.11 Modification, Substitution & Withdrawal of Bids

- 1.11.1 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. The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows:

- a) The Bidders shall provide an Original and a Duplicate, as specified in **the ITB clause 1.7**, of any modifications to his Bid, clearly identified as such in two envelopes, duly marked "**Bid for the Cleaning & Janitorial Services for Aviation Refueling Station at Colombo Airport, Ratmalana**". The envelopes shall be sealed in an outer envelope, duly marked "**BID MODIFICATIONS**".
- b) A Bidder wishing to withdraw his Bid shall notify the CPC in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of Bids. The notice of withdrawal shall be addressed to the: -

Chairman,
Departmental Procurement Committee,
Ceylon Petroleum Corporation,
Bid for the Cleaning & Janitorial Services for Aviation Refueling Station at
Colombo Airport, Ratmalana,
1st Floor, No. 609, Dr. Danister De Silva Mawatha,

Colombo 09.
Sri Lanka.

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

1.12 Closing of Bids

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

Chairman,
Departmental Procurement Committee
Ceylon Petroleum Corporation
Bid for the Cleaning & Janitorial Services for Aviation Refueling Station at Colombo
Airport, Ratmalana,..,
1st Floor,
609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.

1.12.2 Not later than **1400 hrs Sri Lanka local time on 19.01.2022** If the Bidders or their representatives choose not to send their Bids under Registered Cover, they could deposit such Bids in the Bid Box provided for this purpose at the office of the

Manager (Procurement & Stores),
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor, No. 609,
Dr. Danister De Silva Mwt.,
Colombo 09.
Sri Lanka.

1.13 Opening of Bids by CPC

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

Manager (Procurement & Stores) Office,
Ceylon Petroleum Corporation,
1st Floor, No. 609,
Dr. Danister De Silva Mawatha,
Colombo 09.
Sri Lanka.

Or such other place as arranged if the Manager (Procurement & Stores) Office is not available.

1.13.2 The Chairman, Procurement Committee, CPC or his nominated representative will open the Bids, in the presence of the Bidders and / or their representatives, who choose to attend at

the time on the date and at the opening place specified in the Invitation to Bid. Bidders and / or their representatives shall sign a register as proof of their attendance.

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

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

1.14 Bid Security Guarantee

1.14.1 The bidder shall furnish as part of its Bid, a bid security or bid securing declaration to a value of Rs. 10,000.00 obtained from a Commercial Bank operate in Sri Lanka or an Insurance institute registered under the Insurance Board of Sri Lanka or by making a cash deposit to the CPC.

1.14.2 The Bid Security Guarantee should be valid for Seventy Seven (77) days (i.e. until 06.04.2022) from the date of closing of Bid. A form of Bid Security Guarantee is attached in Annex "B".

1.14.3 Any Bid not accompanied by a substantially responsive bid security or bid-securing declaration or a cash deposit in accordance with this clause, shall be rejected.

1.14.4 The bid security or bid securing declaration of the unsuccessful bidders shall be returned promptly upon the successful bidder furnishing the performance security.

1.14.5 The bid security may be forfeited or the bid securing declaration executed:

- (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Form of Bid; or
- (b) If the bidder does not accept the correction of its bid price pursuant to ITB sub-clause 1.17.
- (c) If the successful bidder fails within the specified time to:
 - (i) Sign the Contract; or
 - (ii) Furnish the required Performance security.

1.15 Schedule of Prices

1.15.1 Bidders are required to duly sign and return the "Schedule of Prices" indicating their quoted Bid prices and the validity period of the offer etc.

1.15.2 Prospective Bidders are requested to submit their offers in Sri Lankan Rupees.

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

1.16 Preliminary Examination of Bids

1.16.1 CPC 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. If not, CPC may at its discretion call clarifications from the Bidder. The request for clarification and the response shall be in writing within one week's form the

clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

1.17 Correction of Errors

- 1.17.1 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- 1.17.2 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.
- 1.17.3 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.
- 1.17.4 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.
- 1.17.5 If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited.

1.18 Evaluation and Comparison of Bids

- 1.18.1 CPC will carry out a detailed evaluation of the Bids, to determine whether the Technical aspects are properly addressed, and the Bids are substantially responsive. Followings will be considered for evaluation.
 - a) **Technical Evaluation:** All details requested under sub-clause 1.4 of “Instruction to Bidders” and specification and other technical information requested in this document shall be considered.
 - b) **Financial Evaluation of Bids:** In evaluating the bids, CPC will determine for each bid the evaluated Bid price by adjusting the Bid Price as follows:
 - (a) Making any correction for errors;
 - (b) Excluding the provision, if any, for contingencies;
 - (c) Making an appropriate adjustment for any other acceptable variation or deviations; and
 - (d) Making appropriate adjustment to reflect discounts offered.
- 1.18.2 CPC reserves the right to accept or reject any variation or deviation.
- 1.18.3 Examination for unbalanced bids; if CPC determines that the bid is unbalanced and hence the bidder may fail in the performance of his obligations in some items with the quote rates, a higher performance security as determined by CPC may be requested to mitigate such risks.

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

- 1.19.1 The CPC Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- 1.19.2 The CPC Procurement Committee reserves the right to reject any or all Bids or any part thereof, without assigning any reasons. The CPC Procurement Committee may accept any or all items of an offer, and reserves the right to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.
- 1.19.3 The notice of acceptance of Bid will be sent by facsimile, followed by post to the successful Bidder, to the address given by him in the Bidding Document, soon after the decision of CPC Procurement Committee.

1.20 Award Criteria

- 1.20.1 Subject to sub-Clause 1.18 of ITB, the CPC Procurement Committee 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.
- 1.20.2 The successful Bidder will be called upon to perform the Contract for Cleaning & Janitorial Services for Aviation Refueling Station at Colombo Airport, Ratmalana., or part there off conforming to the scope of work.
- 1.20.3 The Successful bidder will be called upon to enter in to an Agreement with CPC. A Specimen Form of Agreement is attached as annexure – C.

1.21 Site Visit

- 1.21.1 The bidder, at the bidder's own responsibility and risk should attend for a site visit which is mandatory scheduled to be held at **10.00 hrs. on 12.01.2022**. The bidders shall send their authorized representative to participate for this site visit.
- 1.21.2 Bidder should provide names, NIC numbers and vehicle numbers day before the site visit to Cleaning & Janitorial Services for Aviation Refueling Station at Colombo Airport, Ratmalana.

1.22 Security Clearance

- 1.22.1 The successful Bidder shall have to meet all the security requirements required by the government security measures since the Terminal is located in a high security zone. All the employees engaged by the prospective contractor shall obtain security clearance of National Intelligence Bureau (NIB).

2. CONDITIONS OF CONTRACT

2.1 Priority of Documents

- 2.1.1 The documents forming the Contract are to be taken as mutually explanatory of one another;
- 2.1.2 The priority of the documents shall in accordance with the order as listed below:
 - (a) The Contract Agreement
 - (b) The Letter of Acceptance
 - (c) The Contractor's Bid
 - (d) The Conditions of Contract
 - (e) Scope of Work
 - (f) Schedule of Prices

2.2 Performance Security:

- 2.2.1 Within 14 days from receipt of the "Letter of Award", the Contractor shall deliver to the Employer a Performance Guarantee amounting to 10% of the Contract price, in the form of a Bank Guarantee or as a cash deposit to Ceylon Petroleum Corporation.
- 2.2.2 If the Performance Guarantee provided by the successful Bidder is in the form of a Bank Guarantee, it shall be issued as per Annexure "D", by a Commercial Bank operated in Sri Lanka and, acceptable to the Employer.
- 2.2.3 If the Successful Bidder fails to comply with the requirements of sub-Clause (2.2.1 & 2.2.2), it shall constitute sufficient grounds for cancellation of the award and forfeit the Bid Guarantee.

2.3 Mode of Payment

- 2.3.1 Payments will be done on monthly basis, based on the "Schedule of Prices" of the document.

2.4 Penalty Charge

- 2.4.1 A penalty charge up to maximum of 5% of the monthly bill will be charged for any shortcomings noted during the month and the same will be informed to the contractor.

2.5 Defaults by Successful Bidder

- 2.5.1 If the successful Bidder, defaults in supplying the said service or otherwise commit a breach of any of the provisions in the Contract with CPC for the contract "**Cleaning & Janitorial Services for Aviation Refueling Station at Colombo Airport, Ratmalana**", he shall be liable to pay to CPC all losses, damages and expenses incurred by CPC, in consequence of such default or breach. Bidders should declare that they had read the Bid conditions, and that they make the offer in compliance with, and subject to all the conditions thereof, and agree to perform the services in accordance with the said conditions in the manner therein set out, and in terms of this Bid.

2.6 Security Clearance

- 2.6.1 The selected companies shall take the full responsibility of their employees especially with regard to the CPC property and other security requirements required by the government security measures since the Terminal is located in a high security zone. All the employees engaged by the prospective contractor shall obtain security clearance of National Intelligence Bureau (NIB). Extra NIB security cleared employees shall be in their pool at the time of awarding the tender to maintain the number of employees as per the COC in the site to cover up any absenteeism.

2.7 Termination

- 2.7.1 If any shortcomings of the cleaning service are noticed, a warning letter will be issued explaining the shortcomings of the service. The service will be closely monitored for a period of one month from the date of the warning letter is issued. If the service is not improved by the Successful Bidder, CPC reserves the right to terminate the contract within a period of one month from the date of notice is given.

2.8 Working Days & Hours

- 2.8.1 Working days of this contract shall perform the work on all working days except Poya days, Saturday and Sundays from 7.30 to 16.30 hrs..

2.9 Scope of Supply by the Contractor

- 2.9.1 All salaries & wages, overtime, EPF, ETF and other relevant payments to the employees of the contract or to be done by the successful bidder. CPC will not be responsible for workers employment or their payments.

2.10 Force Majeure:

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

2.11 Arbitration

- 2.11.1 Any dispute, difference, controversy, claim arising from out of or in connection with this contract or on the interpretation thereof or on the rights, duties obligations or liabilities of any parties thereto or on the operation, breach, termination or invalidity thereof shall be resolved by Arbitration in Colombo, Sri Lanka and shall be governed by Sri Lankan Arbitration Act No. 11 of 1995 by three (03) Arbitrators and the third (03rd) Arbitrator shall be appointed by two Arbitrators appointed by the parties.

2.12 The Period of the Contract

- 2.12.1 The period of this contract shall be nine (09) months commencing from 01.04.2022.
- 2.12.2 The contractor shall undertake the due performance of the contract during the period of the contract in accordance with the schedule of work.

2.13 Special Conditions of the Contract

- 2.13.1 The contractor shall undertake the due performance of the contract during the period of the contract in accordance with the schedule of work.
- 2.13.2 There shall be a mandatory site visit prior to Bid and not participating the site visit on the arranged date shall be a reason for disqualification.
- 2.13.3 The contractor shall not, without written consent of the Ceylon Petroleum Corporation (CPC) assign or subject the whole or any portion of the work stipulated in this contract. CPC reserves itself the right to refuse to recognize a Power of Attorney issued by a contractor to any person authorizing him to carry out on the contractor's behalf.
- 2.13.4 The Contractor shall perform the work from 0730 hrs to 1630 hrs on all working days except Poya days, Saturday and Sundays without interfering with the normal working hours of the office, subject however, to alternation Manager (Aviation Operations) of CPC or his authorized officers either orally or in writing.
- 2.13.5 The Contractor shall be required to provide sufficiently trained staff to perform the said contract. CPC shall propose to deploy 02 nos. of cleaning staff (full time) to cover up intended work scope. The staff shall be conversant with the general cleaning methods and the type of equipment, tools, materials etc.
- 2.13.6 The Contractor should provide required chemicals, machinery and other tools for cleaning with his staff sufficiently, as a part of the contract.
- 2.13.7 The contractor shall provide required PPEs for Covid-19 prevention precautions to the cleaning staff including face masks.
- 2.13.8 The Contractor shall, in the event that any part of the work carried-out by him is reported by the Operations Manager (Aviation) of CPC or his authorized officers to be unsatisfactorily or improperly done or to be incomplete, re-do the said items of work according to the advice received from such officers whether orally or in writing.
- 2.13.9 All employees engaged by the Contractor who are assigned to perform this contract shall obtain Security Clearance subject to Directorate of National Intelligence Bureau clearance and shall be issued with entry permits by the Chief of Security Airport & Aviation Services (Sri Lanka) Limited (AASL). Where all passes should be recommended by Operations Manager (Aviation) of CPC.
- 2.13.10 The Contractor shall not employ any person without obtaining an entry permit. Any Airport Security permits issued by AASL to the contractor for his employees shall remain the full responsibility of the contractor. The pass holder and the contractor shall be liable for all rules and regulations adopted by AASL in issuing entry permits at Colombo Airport – Rathmalana.

2.13.11 The Contractor shall be responsible for collecting of any permit from an employee of the contractor, who has been terminated or resigned whose service period with the contractor has expired and immediately surrender it to the Manager (Aviation Operations) of CPC to handover to the Chief of Security Services – AASL.

2.13.12 The Contractor shall ensure that his workmen carry out the work with due regard to the safety of property and personnel and will be liable for any damages to property and injury of death to persons caused by his workmen in the course of their work in the Ceylon Petroleum Corporation Aviation Refueling Station premises.

2.13.13 If the Contractor, in the opinion and determination of the Manager (Aviation Operations) of CPC:

a) Does not or is not executing the contract properly and/or in accordance with the requirements of the contract or

b) Abandons the Contract:

It shall be lawful for the CPC to

i. Take such action as it deems fit so as to ensure the execution of the work in a satisfactory manner.

ii. Terminate the contract immediately and engage other contractor on the same Contract as it thinks fit to carry out the contracted services for the balance period of the contract, at the cost and expense of the contractor who shall, in respect of such liability, be liable for all expenses and sums of money that may be expended by CPC in engaging other contractors for the said work.

It shall be lawful for the CPC to recover all sums of money that may be required for the completion of the said contract work.

2.13.14 The Contractor shall provide sufficient suitable uniforms (clean & tidy uniforms including shoes) at its own cost for all contractors' staff employed for this contract. All Janitors should wear their uniforms during the duty hours.

2.13.15 The Contractor shall ensure that none of his staff engages in any activity, illegal, unsafe or otherwise unacceptable to Ceylon Petroleum Corporation, Airport and Aviation (Sri Lanka) Limited, Sri Lanka Air Force and other service providers at Rathmalana Airport. Any employee of the contractor observed to be or proved to have been engaged in any illegal or unauthorized activity or in any improper behavior shall have to be immediately removed from the Airport premises and shall not be engaged in this contract any further.

2.13.16 The Contractor shall ensure that its employees engaged within the high security zones of Rathmalana Airport are without criminal or other convictions in a Court of Law. It shall also ensure their proper behavior in the Airport Premises.

- 2.13.17 The Contractor shall provide to the Operations Manager (Aviation) or Authorized Officer of CPC with the personnel details of each and every employees assigned to work in the CPC Aviation Refuelling Station Premises with the copies of relevant security clearance reports.
- 2.13.18 CPC may extend the period of contract depending on contingency requirement.
- 2.13.19 Sorting out the labor related matters shall be the sole responsibility of prospective Contractor.
- 2.13.20 CPC shall not be responsible or liable for any damage that may be incurred by the Contractor as a result of war, disturbances, strikes, lockouts, epidemics, earthquake, fire, storms, floods or other circumstances beyond the control of CPC.
- 2.13.21 All rates quoted by the contractor shall be firm and not subject to variation during currency of the contract. All the duties, taxes and other levies payable by the contractor shall be included in the rates, prices and total bid price submitted by the bidder. Contract price adjustments and price variations are not entertained once contract agreement is signed.
- 2.13.22 The CPC shall pay the Contractor for satisfactory and due performance of the contract services.
- 2.13.23 This contract may be terminated by either party given 03 (three) months notice to the other party in writing it desire to terminate the contract.

3. SCOPE OF WORK

3.1 Daily Cleaning Services

- 3.1.1 Sweeping and cleaning of all floor areas (Office Areas, Rest Rooms) and collecting garbage to identified location within the terminal premises.
- 3.1.2 Dry dusting of office furniture, equipment and rearranging them in proper order and dusting, cleaning and disinfecting of telephones with the suitable disinfectant.
- 3.1.3 Toilets-Mopping of toilet areas, the cleaning entails the heavy duty scrub down of toilet floors, walls, bathroom fittings, commodes, and squatting pans. etc. and disinfecting & spraying of Air-fresheners throughout the day to maintain a hygienic condition.
- 3.1.4 Mopping of floor area with a suitable solution in inner office, cubicles/rooms, rest rooms, meal rooms etc. In additional scrubbing, buffing, removal of hard stains and spills shall also be undertaken.

3.2 Weekly Cleaning Services

- 3.2.1 Removing dusting of walls, partitions & fittings, cleaning of glass partitions, windows and other glasses with a suitable glass cleaning solution in order to keep free of finger prints, stains, smudges and also to maintain a clear appearance
- 3.2.2 Sweeping and cleaning of vehicle park area, Pump Houses, Generator Room, and Electrical Substation Rooms
- 3.2.3 Removal of Cob-Webs within the premises.

3.3 Monthly Cleaning Services

- 3.3.1 Washing of floors of Vehicle parking shed, fuel pump houses with the use of suitable detergent (water provided by CPC).
- 3.3.2 Cleaning of Ceiling panels, A/C diffusers.

3.4 Other works to be carried out

- 3.4.1 Periodical grass cutting (02 times per month), collection of cut grass and sweeping the area of inner perimeter of the Aviation Refueling Station, Colombo Airport, Ratmalana to maintain the surrounding neat and tidy.
- 3.4.2 The perimeter chain link fence shall be cleared from weedy vines.

4. SCHEDULE OF PRICES

BREAKDOWN OF MONTHLY COST

Please indicate your total monthly cost according to the under mentioned schedule and considering cleaning staff as 02 nos. of person as per the conditions of contract clause no. 2.13.5

Rs.

1. Daily cleaning and mopping of toilet areas, the cleaning entails the heavy duty scrub down of toilet floors, walls, bathroom fittings, commodes, and squatting pans...etc. and disinfecting & spraying of Air-fresheners throughout the day to maintain a hygienic condition (2 Nos. of toilets)
.....

2. Daily sweeping, cleaning, mopping of floor area (Office Areas, Rest Rooms) with a suitable solution in inner office, cubicles/rooms, rest rooms, meal rooms etc. In additional scrubbing, buffing, removal of hard stains and spills shall also be undertaken. And collecting garbage to identified location within the terminal premises.

(Area Approx. 1120 sq.ft.)

3. Daily dry dusting of office furniture, equipment and rearranging them in proper order and dusting, cleaning and disinfecting of telephones with the suitable disinfectant.
.....

- 4 Weekly removing dusting of walls, partitions & fittings, cleaning of glass partitions, windows and other glasses with a suitable glass cleaning solution in order to keep free of finger prints, stains, smudges and also to maintain a clear appearance and removal of Cob-Webs within the premises
.....

- 5 Weekly sweeping and cleaning of vehicle park area, Pump Houses, Generator Room, and Electrical Substation Rooms (Area Approx. 2500 sq.ft.)

- 6 Monthly washing of floors of, main fuel pump house, Vehicle Park (Area Approx. 2500 sq.ft.) with the use of suitable detergent (water provided by CPC) and Sweeping and cleaning
.....

7. Periodical grass cutting (02 times per month) and sweeping of inner perimeter of the Aviation Refueling Station to maintain the surrounding neat and tidy. (Area Approx. Acres ½). The perimeter fence and wall shall be cleared from weedy vines (Fence about 200 m)
.....

8. Cleaning equipment, cleaning chemicals and Air- freshness shall be provided by the supplier to carry out the work as per the scope of service

.....

9. All balance work (This shall be included, the other work which is in the scope of service)

.....

Sub Total

=====

VAT 8%

.....

TOTAL MONTHLY COST

=====

VAT REGISTRATION NUMBER:

Name of the company:

Address:
.....
.....

Name& Signature

Company Seal:

Telephone Numbers:

ANNEX-A: FORM OF BID

To: The Chairman
Procurement Committee,
Ceylon Petroleum Corporation
1st Floor,
609, Dr.Danister De Silva Mawatha,
Colombo 09.
SRI LANKA

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

Sir,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders, Conditions of contract and Scope of work for **Cleaning & Janitorial Services for Aviation Refueling Station at Colombo Airport, Ratmalana for the year 2022**, of Ceylon Petroleum Corporation we offer to complete the whole of said services in conformity with the said document.

- A-2 Unless and until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.

- A-3 We understand you are not bound to accept the lowest or any Bid you may receive.

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

- A-5 We agree to abide by this Bid for the period of Forty Nine (49) days from the date of opening of the Tender. Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.

- A-6 We agree to be bound by the Bid, Bidding Conditions and Performance Guarantee.

- A-7 We offer the lump sum fixed price of Sri Lanka Rupees (in words) for the Supply of the service at, as detailed out in this Bid Document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Procurement Committee to reject this Bid or to accept.

Dated this day of2022.

in the capacity of

..... duly authorized to sign tenders for and on behalf of :

Signature

Name

Address

.....

.....

Witnesses:

1. Signature:

Name:

.....

Address :

.....

.....

2. Signature:

Name:

.....

Address:

.....

.....

ANNEX-B: FORMAT FOR BID SECURITY GUARANTEE

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

Beneficiary : [insert (by PE) name and address of Employer/ Purchaser]

Date : [insert (by issuing agency) date]

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

We have been informed that[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called “ the Bidder”) has submitted to you its bid dated[insert (by issuing agency) date] (hereinafter called “the Bid”) for execution/ supply [select appropriately] of [insert name of Contract] under Invitation for Bids No. [insert IFB number] (“the IFB”)

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we[insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[insert amount in figures][insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

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

ANNEX-C: FORM OF AGREEMENT

This agreement made this _____ day of _____ 2022, by and between CPC established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at No.609 Dr. Danister de Silva Mawatha”, Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the “CPC” which terms of expression as herein used shall where this context so requires and admits mean & include the CPC & its Successors & assigns) of the one part and _____ of _____ a Company duly incorporated & having its registered Office at _____ (hereinafter called the “Contractor” which terms of expression as herein used shall where this context so requires and admits mean & include the _____ & its successors & assigns) of the other part

Whereas the CPC is desirous that the Works known as the should be supplied by the Contractor, and has accepted a Tender by the Contractor for the supply of such services.

The CPC and the Contractor agree, as follows: -

1. In the agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Contractor’s scope of work (services) hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement.
 - **Instructions to Bidders**
 - **Letter of Acceptance dated _____.**
 - **The Bid dated _____.**
 - **Scope of Work**
 - **Conditions of Contract**
 - **The Contractor's Proposal**
3. In consideration of the payments to be made by the CPC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the CPC to supply and remedy any defects therein, fit for purpose in conformity in all respect according to the provisions of the Contract.

4. The CPC hereby covenants to pay the Contractor in consideration of the Service and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties have hereunto caused this Agreement to be executed the day, month & year afore written.

Authorized Signature of the Chairman of CPC		Authorized Signature of the Contractor	
<u>In the presence of</u>		<u>In the presence of</u>	
Name		Name	
Signature		Signature	
Address		Address	

ANNEX-D: FORMAT FOR PERFORMANCE GUARANTEE

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

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

Date :

PERFORMANCE GUARANTEE NO :

We have been informed that[name of Contractor/ 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, [*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)]