



CEYLON PETROLEUM CORPORATION
(Established by Parliamentary Act Number 28 Of 1961)

BIDDING DOCUMENT

**TENDER FOR SUPPLY OF SANITARY SERVICES FOR CPC
REFINERY DIVISION**

Tender No REF- PD/SER/03/2023

TENDER NOTICE

CEYLON PETROLEUM CORPORATION REFINERY DIVISION

SUPPLY OF SANITARY SERVICES FOR CPC REFINERY DIVISION

Public Tender REF – PD/SER/03/2023

The Chairman, Departmental Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC) invites sealed bids from eligible bidders for “Supply of sanitary services for CPC Refinery Division” for 12 months starting from 21.11.2023”.

To be eligible for awarding the Contract, the successful bidder shall not have been blacklisted and shall have complied with the eligibility and qualification criteria stated in the Bidding Document.

The bidders can download the bidding document from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>. The bidder should pay a non-refundable fee of Rs. 1,000.00 (Rs.848.36 +2.5% SSCL+ 15% 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 bidders are requested to present for the site visit, to be held on **15.09.2023 at 09.30** hours at the Refinery Division, Sapugaskanda, Kelaniya.

The Bid will be **closed at 1400 hrs. on 25.09.2023** and opened at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below, immediately after the closing time of the Bid. Bidders or their authorized representatives may present at the opening of the Bid.

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

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1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction:

- 1.1.1 Chairman, Department Procurement Committee (Minor), Ceylon Petroleum Corporation (CPC) invites bids from Contractors in Sri Lanka for **Supply of Sanitary Services for CPC Refinery Division**.
- 1.1.2 The contract will be to supply services, to carry out sanitary work within Refinery premises & other sites/ work places attached to Refinery such as Tank Farm at Orugodawatta, Water Intake Station at Kelaniya and Refinery Housing Schemes at Batalanda on the basis that the payments be made on monthly basis, at a fixed price agreed in the contract.
- 1.1.3 The period of Contract shall be **12 Months from the date of commencement of the work**.

1.2 Basis of Bid

- 1.2.1 Bids are to be forwarded for **Supply of Sanitary Services for CPC Refinery Division**.
- 1.2.2 Additional services provided by the Bidder not covered in this Bidding Document 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 **Supply of Sanitary Services for CPC Refinery Division** as per the Scope of Work and conditions of the contract stipulated in the Bidding Document.

1.3 Eligibility of the Bidder

- 1.3.1 Bidders shall not be blacklisted by any of the government, semi-government institution.
- 1.3.2 The bidder shall have experience in providing Sanitary Services in similar nature and shall have completed at least one (01) Sanitary Service Contract at the value over **Rs. 10 million** per year.

1.4 Content of the Bidding Documents

- 1.4.1 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

1.5 Documents to accompany the Bid

- 1.5.1 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 Sanitary Service in last 03 Years (2020, 2021, 2022) including the period of contract, details of contact persons and Name of Clients.

- Past performance – Bidders shall forward past supply records for the last three (03) years of value over **Rs. 05 (Five) million.**
- The bidder shall forward completion report of at least 01 Sanitary Service Contract value over **Rs. 10 million.**
- Audited Financial Statements of the company for the past three years.
- The bidder shall produce the evidence for payments of ETF and EPF contribution to its presently working cleaning service employees for the past years.
- If the Bidder has registered for VAT, copy of VAT registration certificate to be supplied.
- Schedule of Prices duly completed and signed.
- Form of Bid (**Annex A**) duly completed and signed.
- Form of Bid Security (**Annex B**).

1.6 Sealing and marking of Bids

1.6.1 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 SUPPLY OF SANITARY SERVICES FOR CPC REFINERY DIVISION**" on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs. on 25.09.2023** (to be completed with the time and date specified in the Bidding Document) and shall be addressed to:

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

1.6.2 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.

1.7 Period of validity of Bids

1.7.1 All offers shall be valid for a **minimum period of Seventy Seven (77) days** from the Date of Closing of the Bid. Bidders should however, clearly indicate the maximum period that their offers would be valid. **A Bid valid for a shorter period will be rejected as non-responsive.**

1.8 Format and Signing of Bids

1.8.1 The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, "**Bid for the Supply of Sanitary Services for CPC Refinery Division**" Original and duplicate as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.

1.8.2 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.**

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

1.9 Clarification of Bidding Document

1.9.1 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 1.6 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.

1.10 Site Visit

1.10.1 The bidder, at the bidder's own responsibility and risk is encouraged to participate for a site visit at the **Refinery Division, Sapugaskanda, Kelaniya** scheduled to be held at **09.30 hrs. on 15.09.2023**. The bidders shall send their authorized representative to participate for this site visit.

1.11 Deadline for submission of Bids

1.11.1 Chairman, **Departmental Procurement Committee**, CPC must receive Bids at the address specified in **ITB Clause 1.6**, not later than the **1400 hrs. on 25.09.2023**. Chairman, **Departmental 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.

1.12 Late Bids

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

1.13 Modification, Substitution & Withdrawal of Bids

1.13.1 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 1.6**, of any modifications to his Bid, clearly identified as such in two envelopes, duly marked "**Bid for the Supply of Sanitary Services for CPC Refinery Division**". 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 Supply of Sanitary Services for CPC Refinery Division,
Procurement & Stores Function,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.

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

1.14 Closing of Bids

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

Chairman,
Departmental Procurement Committee
Ceylon Petroleum Corporation
Bid for the Supply of Sanitary Services for CPC Refinery Division,
Procurement & Stores Function,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.

Not later than **1400 hrs Sri Lanka local time on 25.09.2023.**

1.14.2 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 above address.

1.15 Opening of Bids by CPC

1.15.1. Bids will be opened immediately after the closing date and time fixed for receipt of Bids, at the office of Manager (Procurement & Stores), **Ceylon Petroleum Corporation, No. 609, Dr. Danister De Silva Mawatha, Colombo 09**, in the presence of the Bidders and / or their representatives, who choose to attend at the time on the date and at the opening place specified in the Bidding Document. Bidders and / or their representatives shall sign a register as proof of their attendance.

1.19.1. 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.

1.19.2. Bids and modifications sent pursuant to ITB Sub Clause 1.13 that are not opened will not be considered for evaluation, regardless of the circumstances.

1.16 Bid Security Guarantee

1.16.1. The bidder shall furnish as part of its Bid, a Bid Security Guarantee, undertaking that the offer will be valid for 77 days and that the offer will not be withdrawn during that period. Such Bid Security Guarantee shall be in the form of guarantee issued by a recognized commercial Bank in Sri Lanka and acceptable to the CPC, and should be encashable on demand and payable to CPC in a sum of Rupees Two Hundred Thousand (Rs 200,000/=)

1.16.2. The Bid Security Guarantee shall be valid for 107 days from the date of closing of the bid (i.e. until 10.01.2024) and shall be in accordance with the specimen in Annex “B”, “Format for Bid Security Guarantee”

1.16.3. Failure to submit the Bid Security Guarantee at the time or before the closing of tender and in accordance with the above said requirements will result in the tender offer being rejected.

1.16.4. Bid Security Guarantee from unsuccessful bidder will be returned promptly upon the successful bidder furnishing the performance security.

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

1.16.6. The bid security may be forfeited:

- (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 successful bidder fails within the specified time to:
 - (i) Sign the Contract; or
 - (ii) Furnish the required Performance security.

1.17 Schedule of Prices

- 1.17.1. 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.
- 1.17.2. The rates quoted shall cover services provided on all working days, Full Moon Poya Days, Sundays, Corporation & other holidays without any additional cost.
- 1.17.3. The service requirement for Poya Days, Sundays, Mercantile holidays & Corporation holidays is limited as specified in the Clause 3 “Scope of Work”.
- 1.17.4. The rates should be inclusive of cost towards employing labourers and supervisor, all charges towards statutory compliance such as EPF, ETF, Bonus, Gratuity, Leave Compensation, insurance, Social Security Contribution Levy (if applicable), meal, transport etc and any other expenses for this contract.
- 1.17.5. There will be no escalation in the price during entire contract period.
- 1.17.6. Offers not submitted on the prescribed form and in the manner required are liable for rejection.

1.18 Preliminary Examination of Bids

- 1.18.1. 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.

1.19 Evaluation and Comparison of Bids

- 1.19.1. 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 1.5 of “Instruction to Bidders” and Scope of Work and other technical information requested in this document shall be considered of all the bidders who have complete at least one Sanitary service contract over a value of Rs.10 million within last ten (10) years.
 - 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.
- 1.19.2. CPC reserves the right to accept or reject any variation or deviation.
- 1.19.3. 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.

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

- 1.20.1. The CPC Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- 1.20.2. 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..
- 1.20.3. 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.

1.21 Award Criteria

- 1.21.1. Subject to sub-Clause 1.18 & 1.19 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.
- 1.21.2. The successful Bidder will be called upon to perform the Contract for **Supply of Sanitary Services for CPC Refinery Division** or part thereof conforming to the scope of work.
- 1.21.3. 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.

1.22 Security Clearance

- 1.22.1 The successful Bidder shall have to meet all the security requirements required by the government security measures, since the Refinery and other work places such as Orugodawatta Tank Farm are all considered to be high security zones, all labourers involved shall be highly reliable people who are personally known to the contractor. They shall all be screened with police clearance reports, which will be a mandatory requirement (if requested by CPC). Producing of these reports shall be the responsibility of the contractor.

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 The Period of the Contract

- 2.2.1 The period of this contract shall be 12 months from 21.11.2023.
- 2.2.2 The contractor shall undertake the due performance of the contract during the period of the contract in accordance with the schedule of work.

2.3 Performance Security:

- 2.3.1. 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 (price for 12 months period), in the form of a Bank Guarantee through a reputed Commercial Bank in Sri Lanka acceptable to Ceylon Petroleum Corporation, Refinery Division as per Annexure "D".
- 2.3.2. If the successful Bidder fails to furnish the Performance Guarantee as provided therein, the bid will be rejected and such bidder will be placed in the list of defaulting contractors.
- 2.3.3. Further the successful Bidder, in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, costs, expenses and damages, which the CPC may sustain in consequence of such failure and the forfeiture of his Bid Security Guarantee.

2.4 Mode of Payment

- 2.4.1 Payment will be made on monthly basis. CPC will particular about the attendance of the labourers and any failure to employ minimum required labour force the deductions/penalties will be imposed as Clause 2.5.
- 2.4.2 Contractor shall be responsible for making the wages to the labourers involved in this contract. He in turn shall send the invoices to CPC for the services given, at the end of each month and CPC will effect the payment for the claim after checking for its accuracy.

2.5 Deductions/ Penalty Charges

2.5.1 Deputy Manager (Human Resources) reserves the right to impose deductions/penalties in the case of unsatisfactory services given by the contractor.

2.5.2 In case the contractor fails to employ minimum required labour force as mentioned in the clause 3 Scope of Work (ie one supervisor & 20 No. labourers), CPC has right to make deductions as penalties from the monthly payments as follows.

- a. For absence of supervisor, 0.22% of the monthly contract price will be deducted per day.
- b. For absence of a labourer, 0.16% of the monthly contract price will be deducted per day.
- c. In case the contractor fails to execute/ perform the assigned works or maximum deductions exceed the 10% of the contract price, CPC reserves right to terminate the contract.

2.6 Defaults by Successful Bidder

2.6.1 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 “**Supply of Sanitary Services for CPC Refinery Division**”, 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.

2.7 Security Clearance

2.7.1 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. All the employees engaged by the prospective contractor shall obtain police reports, Extra employees with police reports, shall be in their pool at the time of awarding the tender to maintain the number of employees in the site to cover up any absenteeism.

2.8 Rights of CPC

2.8.1 CPC, reserves the right to place orders for carrying out sanitary/ cleaning services in any other form as might be considered necessary in the circumstances and the Corporation does not bind itself to place orders on any one particular contractor exclusively. However, once the award has been made and rates of any successful Bidder accepted, he will be bound to supply the services stipulated in the contract, at the accepted rates for the entire period & no rate increase will be entertained.

2.9 Termination of Contract

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

2.9.2. 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, in which event the Performance Guarantee will be forfeited.

2.10. Scope of Supply by Contractor

- 2.10.1. The contractor should insure the all workers for any damage and loss of life of their workers. This Insurance Cover to be produced before the 1st month payment.
- 2.10.2. All salaries & wages, overtime, EPF, ETF and other relevant employee payments to be done by the contractor. CPC will not be responsible of workers employment and wages paid to the employees shall be in compliance with relevant categories of Wages Board Ordinance.
- 2.10.3. Necessary uniforms, hand gloves, gum boots & personnel protective wears to be supplied by the contractor.
- 2.10.4. Contractor shall maintain the check lists of cleaning work and make available for the CPC officers to check at any time.

2.11 Other Conditions of Contract

- 2.11.1. Labourers will be required to provide their own transport to report to the respective work places such as Tank Farm at Orugodawatta, mentioned above and to report to work, when they are allocated for such jobs at different locations.
- 2.11.2. All labourers employed shall be physically fit males and be over 18 years of age and below than 60 years of age.
- 2.11.3. The labourers employed are expected to be honest and diligent people with a good moral conduct. In the event of any act of misconduct by any employee of the contractor, the contractor shall take immediate action to remove such employee and replace him with a suitable employee in order to prevent disruption of the service.
- 2.11.4. Since the Refinery and other work places such as Orugodawatta Tank Farm are all considered to be high security zones, all labourers involved shall be highly reliable people who are personally known to the contractor. They shall all be screened with police clearance reports, which will be a mandatory requirement (if requested by CPC). Producing of these reports shall be the responsibility of the contractor.

2.12 Force Majeure:

- 2.12.1 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.

2.13 Arbitration

- 2.13.1 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.

3. SCOPE OF WORK

The contractor shall provide sanitary services from 21st November 2023 and the number of labourers that he intends to be used shall be minimum of 20 but have to be adjust for the satisfactory execution of the cleaning work to ensure good hygienic conditions through out the day.

The contractor shall engage a labour force of

1. A Supervisor
2. Full time sanitary labourers (minimum 20)

The service to be provided within Refinery premises & other sites/ work places attached to Refinery, namely Tank Farm at Orugodawatta, Water Intake Station at Kelaniya & Refinery Housing Schemes (Bachelors quarters & Club house building) at Batalanda.

Normal working hours for the workplaces will be as follows.

- Refinery - 07.30 hrs to 16.30 hrs
- Orugodawatta Tank Farm - 07.30 hrs to 16.30 hrs
- Water Intake - 07.30 hrs to 16.30 hrs
- Refinery Housing Scheme - 07.30 hrs to 16.30 hrs

The labourers will be employed at those work places mentioned above to carryout the following work.

A. Cleaning of Toilets, Urinals & Bathrooms

Cleaning of toilets, toilet floor tiles, side walls, flush outs, urinals, washbasins including all sanitary fittings with dry & wet mops two or three times a day and disinfecting and spraying of air fresheners to maintain the toilets in hygienic condition. The area to be covered will be as follows.

Item No	Description	No. of Urinals	No. of Toilets	No. of Bathrooms
1	Administration Building			
	Ground Floor	02	03	
	01 st Floor	02	05	
	2 nd Floor	02	06	
	3 rd Floor	02	03	
2	Security Main Entrance		02	
3	Police Post		09	02
4	Army Post		06	02
5	Welfare Shop		01	02
6	Security Office		02	
7	Medical Center		02	
8	Laboratory		03	
9	Canteen			01
10	Training Center		04	02
11	Locker 1	05	06	13
	Locker 2	02	01	05
12	Locker 3 (up stair)	02	03	06
13	Inspection Department		01	02
14	Engineering Block	03	04	
15	Fabrication Shop – Ground floor		08	03
16	Fabrication Shop – Upper floor		01	01
17	Civil Department		02	01

18	Materials Department		03	01
19	Transport Section		02	02
20	Fire & Safety Department		03	01
21	Welding Section		04	
22	Rooms – Plantation		02	01
23	Rooms – Rigging		02	01
24	Operation Locker Rooms Operation Control Room		03 06	03
25	Utilities – Upper floor Utilities – Ground floor		02 01	01
26	Generator House		01	01
27	Pump House		02	01
28	Bitumen Filling Area		01	
29	Water Intake		02	
30	Orugodawatta		05	04
31	11 Acre Block	02	01	

- B. Cleaning & washing of drains around the Refinery canteen twice a day.
- C. Cleaning & washing of the surrounding of the canteen daily (at 6.30 a.m.).
- D. Cleaning & washing of shrine room and its surrounding daily (at 7.00 a.m.).
- E. Cleaning of office furniture, instruments, doors & windows, partitions daily and cleaning of ceiling to remove cobwebs & sweeping of office floor areas, all stair cases daily.
- F. Sweeping of shrine room & its surrounding, area in front of the Administration building, all roads, garden areas daily.
- G. Watering of flower bushes and maintaining in a beautiful manner.
- H. Collecting, removing and loading garbage to tractor/ garbage collecting cart at least four times a day.
- I. Cleaning of storm water drainage system to avoid blocking of the same.
- K. Supply of necessary support to emptied the toilet pits and gullies using gully sucker bowser.

Important

- CPC will provide all detergents and cleaning materials such as brushes, mops etc and for carrying out cleaning work.
- All workers should wear their uniforms during the duty hours.
- The Contractor shall provide full labour force from 7.30 a.m. to 4.30 p.m. in normal working days. In addition to that the Contractor shall provide minimum of 3 labourers at 6.30 a.m. for cleaning and washing of surrounding of the canteen & minimum of 3 labourers at 7.00 a.m. for cleaning and washing of shrine room and its surrounding.
- For 06 No. special holidays namely National day, New Year day, May day, Vesak poya day, Thai pongal day & Christmas day, the contractor shall provide 05 labourers to cover the service requirement.

- As the service requirement for Poya Days, Sundays, Mercantile holidays & Corporation holidays is limited, the contractor shall provide sufficient labour force (minimum 10 labourers) for those days to cover the service requirement.
- All works pertaining to the cleaning works should be directly supervised by the service provider under the supervision of a qualified supervisor. A Supervisor should be available on all days of the year.
- The contractor is liable to supply additional services for Sundays, poya days, corporation & other mercantile holidays and after normal working hours as and when requested by CPC. In case of such situations an additional payments will be made to the contractor as per the rates quoted in the “Schedule of Prices” in “SCHEDULE A” (Item No. B).
- As and when requested by CPC the number of labourers to be employed to be increased or reduced for special days and special occasions.
- The maximum continuous time period for a labourer involved in this contract is preferably six months.

Role of supervisor

For co-ordination and supervision of all activities, at least one supervisor is to be employed as per the requirement. He is responsible to carried out above mentioned scope of work as per the CPC requirement. The supervisor must be an experienced person who will be responsible for smooth functioning of cleaning work. He will also be responsible for discipline of the entire staff employed, for all the activities.

4. SCHEDULE OF PRICES

SUPPLY OF SANITARY SERVICES FOR CPC REFINERY DIVISION
Tender No REF- PD/SER/03/2023

CEYLON PETROLEUM CORPORATION
REFINERY DIVISION

Description	Lump Sum Price Per Month (without VAT) Rs.
A. Total Monthly cost (without VAT) - To Supply all necessary labour, supervision (minimum of 20 No. full time labourers and a supervisor) to provide sanitary & cleaning services in accordance with the Scope of Work and other conditions in the CPC bidding document.

Description	Rate per 9hr day (7.30 hrs – 16.30 hrs) (without VAT) Rs.	Rate per OT hour (without VAT) Rs.
B. To supply additional services as and when requested by CPC for special days and special occasions 1. for a Supervisor 2. for a labourer

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

VAT Registration No :- (if applicable only)

Signature : Date :

.....

Name :

Designation :

Company Name :

Company Stamp :

Address :

.....

Telephone No :

ANNEX-A: FORM OF BID

To: The Chairman
Departmental Standard Procurement Committee (Minor)
Ceylon Petroleum Corporation
Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda,
Kelaniya, SRI LANKA

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

Sir,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of contract, for “Supply of Sanitary services for CPC Refinery Division”, we offer to complete the whole of said services in conformity with the said document.
- A-2 Unless and until a formal agreement is prepared and executed this Bid offer together with your written acceptance thereof shall constitute a binding contract with us.
- A-3 We understand you are not bound to accept the lowest or any Bid offer you may receive.
- A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Bid document.
- A-5 We agree to abide by this Bid offer for the period of Seventy Seven (77) days from the date of opening of the same. Conditions and prices quoted will remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6 We agree to be bound by the Tender, Tender Conditions and Performance Guarantee.
- A-7 We affirm that providing of the said services will commence within 14 days after we receive notice of acceptance of our Bid from the CPC.
- A-8 We offer the prices as given in the “**Schedule of Prices**” for Supply of Sanitary services to CPC Refinery Division as detailed out in this tender document.

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

Dated this day of2023.

Signature.....in the capacity of.....
..... duly authorized to sign tenders for and on behalf of :

Name

Address

Witnesses:

- | | |
|---------------------|---------------------|
| 1. Signature: | 2. Signature: |
| Name: | Name: |
| Address : | Address: |
| | |

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: **Deputy Refinery Manager (Maintenance & Projects), Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya** [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 **Supply of Sanitary services for CPC Refinery Division** [insert name of Contract] under Bidding Document No. **REF- PD/SER/03/2023** [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 _____ 2023, 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 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: Deputy Refinery Manager (Maintenance & Projects), Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya .[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 **Supply of Sanitary services for CPC Refinery Division** under Bidding Document No. **REF- PD/SER/03/2023**. [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)]