



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 of 1961)

INVITATION TO BID

FOR

FLOOR CONCRETING OF NEW LOWER TANK FARM

(PUBLIC TENDER - REF - PD/WORKS/08/2021)

*Chairman
Departmental Standard Procurement Committee
C/o. Deputy Refinery Manager
(Maintenance & Projects)
Ceylon Petroleum Corporation,*

Refinery Division,

Sapugaskanda,

Kelaniya,

Sri Lanka.

Telephone : + 94 11 2400684 / 2400427 / 2400431

Fax : + 94 11 2400684 / 2400431 / 2400436

TENDER NOTICE

CEYLON PETROLEUM CORPORATION

FLOOR CONCRETING OF NEW LOWER TANK FARM

REF-PD/WORKS/08/2021

The Chairman, Departmental Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC) invites sealed bids from eligible bidders for the Floor Concreting of New Lower Tank Farm.

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. 150,000.00.

The Bid will be **closed at 1400 hrs. on 03.11.2021** 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.

The interested bidders may obtain further information from Deputy Refinery Manager (Maintenance & Project) via Tele Nos. 011/2400684, 2400427 or Fax: 2400436.

*Chairman,
Departmental Procurement Committee,
c/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.
Tele : 0094-11-5455332
Fax : 0094-11-545542*

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1. INVITATION TO BID

1.1 Chairman, Departmental Standard Procurement Committee (hereinafter called DSPC) on behalf of Ceylon Petroleum Corporation, Refinery Division (hereinafter called CPC), hereby calls bids from firms (hereinafter called Bidders) having experience in the field of reinforced concrete construction to carryout **“Floor Concreting of New Lower Tank Farm”** with inspection by CPC, as per scope of work & technical specifications given in this Invitation to Bid document (ITB), at the CPC Oil Refinery premises situated at Sapugaskanda, Kelaniya, Sri Lanka.

1.2 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.

1.3 Bid documents will be issued only to

*** local bidders who produce documentary evidence from clients as proof of carrying out similar kind of construction work in the past 5 years**

***Possessing registration with Institute for Construction Training & Development CIDA-(ICTAD) of Grade C6 or above.**

***Also the bidder shall abide with the Public Contract act No.03 of 1987 administered by the Department of the Registrar of Companies, where, the provisions of the Act make it mandatory for any person who acts as an agent or sub-agent , representative or nominee for and on behalf of any tenderer to register**

a) himself before applying for a tender, and

b)the contract after the tender is awarded.

*** Also, the bidder must assign a qualified site engineer full time at the site until the work is accomplished by CPC.**

1.3 The site is located at CPC Refinery at Sapugaskanda, Kelaniya, Sri Lanka, 17km by road from Colombo, Sri Lanka.

2. BASIS OF CONTRACT

2.1 The contract will be carried out on measure and pay basis. The offered value covers the total value for completion of the entire job as per the scope of work in this ITB document, of the **“Floor Concreting of New Lower Tank Farm”**, VAT / NBT, all local taxes, employee provident fund and insurance of labour, supervision, transportation costs, cost of equipment, etc.

2.2 *The contract will be entered into with CPC.*

2.3 *The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of CPC. The contractor shall however, not require such consent for any part of the works of which the manufacturer or supplier is named in the contract. The contractor shall be responsible for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.*

3. BASIS OF BID

3.1 *Bidders are to submit completely filled details given in attached BOQ in schedule "A" , as per scope of work in this ITB document of the “Floor Concreting of New Lower Tank Farm”” VAT / NBT, all local taxes and provident fund, insurance of labour, supervision, ,transportation costs, cost of equipment, etc.*

The bidders who are registered for the purpose of VAT/NBT should indicate the amount of VAT / NBT claimed separately in the bid documents along with the VAT / NBT registration number. If the bidder is not registered for VAT / NBT, only the net value of the tenders shall be indicated.

3.2 *Additional services provided by the bidder that have not been covered by this invitation to bid shall be clearly stated for CPC’s consideration.*

3.3 *Exceptions to CPC's Invitation to Bid shall also be clearly stated by the bidder. If no exception is stated, CPC would assume that the bidder fully conforms to the conditions in this Invitation To Bid.*

3.4 *All alterations & erasers in bid offer have to be initialed by the bidder.*

4. INVITATION TO BID DOCUMENT / PRE-BID MEETING

4.1 *The Invitation to Bid Document shall be obtained from*

Deputy Refinery Manager (Maintenance & Projects)

Ceylon Petroleum Corporation

Refinery Division

Sapugaskanda

Kelaniya

Sri Lanka

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.

Invitation to bid document will be issued up to 26/10./2021 at 15.00 hrs. A non-refundable bid deposit of Rs. 1000/= which will be charged at the time of collection of ITB documents.

4.2 Pre bid meeting

The pre-bid meeting and the site visit will be held at 9.30 hrs. on 27/10/2021 at Refinery premises.

5. BID SECURITY GUARANTEE

- 5.1 *Each bid/tender shall be accompanied by a Bid Security Guarantee undertaking that the offer will be valid for **120 days** and that the offer will not be withdrawn during that period. Such Bid Guarantee shall be in the form of a guarantee issued by a reputed commercial Bank operating in Sri Lanka and acceptable to the CPC and should be encashable on demand and payable to CPC equivalent in value of Sri Lanka Rupees **150,000.00**.*
- 5.2 *The Bid Security Guarantee shall be valid for **150 days** from the date of opening of tender and shall be in accordance with the specimen in Schedule "B", "Form of Bid Security Guarantee"*
- 5.3 *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. Bid Security Guarantee from unsuccessful bidders will be returned to them after an award is made in accordance with the above said requirements.*
- 5.4 *The Bid Security Guarantee of the successful bidder will be returned to him after receipt of Performance bond.*

6. PERFORMANCE GUARANTEE

- 6.1 *On the tender being accepted, CPC shall notify such acceptance to the successful bidder whose tender has been accepted. Such notification shall require the successful contractor to furnish at his own cost and expenses, a Performance Guarantee through a reputed commercial Bank in Sri Lanka acceptable to CPC in a sum not less than 10% of full contract price of the successful tenderer at or before the time and date specified in such notification. The Performance Guarantee shall be strictly in the form given in schedule 'C' "Form of Performance Guarantee" of this Invitation to Bid.*
- 6.2 *If the successful bidder fails to furnish a Performance Guarantee as provided therein, the Bid Security of such tenderer/bidder will be forfeited at the sole discretion of the Chairman, DSPC and such contractor will be placed in the list of defaulting contractors.*
- 6.3 *CPC shall forthwith be entitled in it's absolute discretion to establish such other person as it may think fit (whether another bidder or not) at the risk and expenses of the defaulting contractors and make arrangements required for the performance of the successful bidder 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 bidder.*

7. BIDDING INSTRUCTIONS

7.1 Bidder shall bid for the complete job in accordance with this Invitation to Bid.

Bids are to be furnished in:

7.1.1 Section 1 – Complete technical proposal indicating the method to be adopted for the **“Floor Concreting of New Lower Tank Farm”**

7.1.2. Complete the Commercial proposal giving a breakdown of the measure & pay price in to following categories as “Tender & schedule of prices “ as in Schedule 'A'.

8. GENERAL INFORMATION TO BE INCLUDED IN THE BID

8.1 Bidder should state in his bid offer address including phone number, fax to which orders, notices and correspondence related to bid offer is to be sent. Any change of address should be notified to CPC and any such change shall be valid only when such notification has been authorized by CPC.

8.2 Background of the bidder, place of business, No. of years of experience in the field , financial report of the company for the last 3 years and names and addresses of (present & former) clients other than CPC.

8.3 Indication of similar jobs in hand.

Any proposed arrangements with others, either affiliates or associated companies, the extent of the work the bidder will handle with his own personnel and equipment, if not, extent of work to be sub-contracted, litigation if any should also be notified.

8.4 Plan or method of carrying out work.

8.5 All equipment and manpower shall be covered by Insurance by the bidder.

9. ACKNOWLEDGEMENTS

Bidders shall answer by fax any written query raised by **DSPC** on the proposals at the stage of evaluation of bids.

10. AMENDMENTS / CLARIFICATIONS

10.1 **DSPC** reserves the right to issue amendments to the Invitation to Bid as and when deemed necessary up to the time one week before closing date of tender.

10.2 Bidders if they so desire request additional information or clarification on this Invitation to Bid or seek any other pertinent information (at least 10 days before the tender closing date) from the:

Deputy Refinery Manager (Maintenance & Projects)

Ceylon Petroleum Corporation

Refinery Division

Sapugaskanda, Kelaniya

Sri Lanka.

Tel. No.0094-11-2400684/2400427/2400431

Fax No. 0094-11-2400684/2400431/2400436

- 10.3 Where prospective bidder has not sought any such clarification, such bidder shall be deemed to have accepted the Invitation to Bid document in full.

11. CLOSING DATE OF BID

11.1 Bids are to be furnished in accordance with all relevant information given in the Invitation to Bid.

11.2 One original and one copy of the bid proposal are to be submitted. The copy will be retained by Finance Function of the Refinery after reading out the original at the bid opening as given in Para 12. The figures given in the original will be binding. The offer given in writing will be considered as the total offer for the entire job.

Bids are to be submitted before **14.30 hours** of Sri Lanka time on **03/11/2021**

to: Chairman,
Procurement Committee
Ceylon Petroleum Corporation
Bid for the "Floor Concreting of New Lower Tank Farm",
Procurement & Stores Function,
1st Floor,
609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka,

11.3 Bid proposals may be sent to above address given in the Para 11.2 by registered post or delivered at the above address and **deposited in the relevant tender box**. Bids sent under registered post must reach the above address before the given time and date of closing of Bid given in Para 11.2.

11.4 Bids received prior to the bid closing time will be kept secure and un-opened until the time and date of opening given in Para 12.1. CPC will not take any responsibility for any bid documents sent by post.

11.5 Reference "**Floor Concreting of New Lower Tank Farm**". should be written on all bid proposal covers and all sealed envelopes.

12. OPENING OF BIDS

12.1 Bids will be opened at **14.30 hours** on **03 /11 /2021** at ;

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.

Bidders may attend the opening of bids if they so desire. Bidders' representative must carry an authoritative letter and identity from the main contractor. Aggregate Bid, prices will be read out in public at the opening of bids.

13. PERIOD OF VALIDITY OF BID

Bid offers should be valid for acceptance for a minimum period of 120 days from the date of opening of bids. No price variation is allowed until the completion of the contract and the project/work acceptance letter is issued by CPC, except variations due to legislation and statutory changes of government policies.

14. SCHEDULE OF PAYMENT

*14.1. Bidders have to submit **dually** filled payment schedule "A" along with the bid.*

14.2. Advance payment to a maximum of 10% will only be paid on submission of a bank guarantee from a reputed Bank operating in Sri Lanka acceptable to CPC.

14.3. In case of advance payment, the full amount of advance payment will be deducted from first part payment.

14.4. Progress/part payments will be made on the basis of 75% of the value of work completed. The balance 25% will be retained until the successful completion and handing over of the work to CPC and released subject to retention conditions in clause 14.5 . Part payment will be made to contractor within one month of submission of part payment bill by the contractor.

*14.5. Five (5%) percent of the total contract value will be with held from the retention money of progress payments mentioned in clauses 14.4 which will be released **twelve months (12)** after successful completion and acceptance of the work.*

14.6. Progress payments

The contractor will be entitled to claim on completion of each item subjected to payment conditions in clause 14.

15. TAX LIABILITIES

Contractor shall be liable to pay the taxes levied by Sri Lanka Governmental Authorities such as Inland Revenue Dept. or Local Government Authorities grants 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.

15.1 Contractor shall accept liability to pay all taxes, turnover tax, value added tax, nations building tax, other taxes like import duty levies, fees, stamp duties, and the like including but not limited to any sales or withholding taxes levied by whatsoever authorities in respect of the construction equipment, material supplied and any other equipment incorporated on this project.

16. PART PAYMENT/RETENTION MONEY

*As agreed and given in schedule of payment under section 14 of this Invitation to Bid, CPC will honor any part payment bills. Retention money will be withheld from such part payments at the rate of 25% of that part payment bill. 5% of the total contract value will be withheld from the final payment as retention money after completion of work. The retention money will be released **12 months** after completion and acceptance of the **completed work**.*

17. LIQUIDATED DAMAGES

*The successful contractor will pay to CPC, as liquidated damages for failure to comply with contractor's obligation to complete the work in the time guaranteed, an amount for each calendar day after the said date, at the rate of **3.5%** of the contract price **per week** subject however that the maximum liability of the contractor will not exceed 10% the contracted price.*

18. DEFAULTING CONTRACTORS

Bid offers will not be entertained from firms or persons who have been placed on the list of defaulting contractors of the government of Democratic Socialist Republic of Sri Lanka or the CPC.

19. PROJECT SCHEDULE

*19.1 Project schedule from the time of award of contract to handing over shall be **02 months**. The bidder should submit an overall project schedule showing the number of calendar days required to reach the date of completion and showing the time required for completion of various phases of work.*

19.2 CPC reserves the right to terminate the contract under the following conditions, in which event Performance Bond of the contract will be forfeited.

- (a) The Contractor stops work for **07days** when no stoppage of work is shown on the current program and the stoppage has not been authorized by the CPC.*
- (b) The Contractor has delayed the completion of the work by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the clause 17 of the ITB.*

20. RIGHTS OF THE PROCUREMENT COMMITTEE

20.1 DSPC/ CPC reserves the right to accept or reject bids. DSPC /CPC will accept the lowest responsive bidder.

20.2 CPC is not responsible for any expenses or losses whatsoever which may be incurred by a bidder in the preparation and submission of the bid or bid guarantee.

21. LACK OF INFORMATION

21.1 Any other information required by contractor can be ascertained upon application at the office of Deputy Refinery Manager (Maintenance & Projects) given in Para 10.2 of Invitation to Bid up to the time one week before closing date of tender.

21.2 Bidders must acquaint themselves fully with the conditions of the site and invitation to Bid. No plea of lack of information will be entertained at any time or stage of the proposal and implementation of the project.

21. SCOPE OF SUPPLY BY CPC

22.1 Construction material

22.1.1 No material will be supplied by CPC.

Utilities

22.2.1 CPC will provide sufficient and reasonable quantities of utilities at site at no cost, which include supply of construction **electrical power, drinking water and firewater.**

23 .CONTRACTOR'S SCOPE OF SUPPLY

23.1 - Construction work

23.1.1 All material ,Labour including a supervisor . The supervisor should be available full time at the site.

23.1.2 All required machineries to the satisfaction of CPC requirements.

23.1.3. The machinery, equipment available with the contractor shall be clearly indicated.

23.1.4. The company profile along with previous experiences shall be provided.

23.1.5. The job to be completed **within two months period from the date of award of contract.**

23.2 Equipment & consumables.

23.2.1 Supply of all consumables necessary for the proper execution of the job.

23.2.2 Supply of all equipment's required for proper execution of the job.

Note: All equipment should be maintained in good working order and tested where applicable and conform to requirements of the Latest Factory Ordinance of Sri Lanka.

23.2.3 Supply of all manpower needed including supervision to carry out the work described under "Contractor's scope of Work" in clause 23.

23.2.4 Contractor must obtain an insurance cover for all his man power and site equipment so that CPC will be released from any responsibility regarding accidents, losses etc.

24. CONTRACTOR'S SCOPE OF WORK

24.1. Construction work

All the under mentioned conditions should be completely fulfilled by the selected bidder for the completion of the total job.

24.1.1. Contractor shall complete the whole items included in the BOQ .

24.1.2 Cleaning of the site daily and whenever requested by CPC ,transporting away all debris and disposal at the location indicated by CPC.

25 TECHNICAL SPECIFICATIONS / CODES / STANDARDS

25.1 Material

All material shall be the best of their kind & original makes & shall comply with the requirements of the relevant SLS specifications unless otherwise specified. CPC will reject all material not complying in quality with the approved samples & all cost incurred by this rejection shall be borne by the contractor & shall provide the necessary details to engineer CPC regarding the dates & sources of obtaining such materials. Concrete cubes should be tested from a reputed testing laboratory and the reports should be submitted before payments.

26. MANPOWER AND SCHEDULES:

26.1. Bidder must abide by Refinery Fire and Safety Regulation as given in section 30.

26.2 The working hours shall be from 7.00 hrs to 19.30 hrs including Saturdays ,Sundays and other holidays. If necessary the contractor will be instructed to work round the clock to keep the schedule and to meet the given target.

27. GUARANTEE

27.1 Contractor will guarantee that the work hereunder shall be free from defects and shall conform to and shall perform so as to comply with tender specifications contained in Instructions to Bidders or other specifications as may be ordered or approved by CPC.

27.2 Any repairs during the guarantee period of 12 months informed to the contractor and if, not repaired by the contractor will be repaired by CPC and such cost will be deducted from the retention money of 5% and the contractor will be considered to be defaulted & same will be notified to the contractor.

28. BID EVALUATION & SELECTION:

Following the opening of bid proposals, all bids will be evaluated by DSPC. A lowest responsive bid is one which accepts the terms and conditions of the Invitation to Bid.

29. FORCE MAJEURE:

Contractor or CPC shall not be responsible for any delay or failure here-under resulting from causes beyond their control including but not being only restricted, to acts of god, fires, explosions, flood, earthquakes, wind storms, national strikes, national riots national walk-outs, national boycotts, wars, laws, regulations or acts of any government or from other cause beyond contractor's control and which by the exercise of due diligence company is unable to prevent.

30. SAFTY REGULATIONS & REGULATIONS FOR THE PREVENTION OF FIRE

(To be observed by the contractor, his sub-contractors and his and their workers, agents and invitees)

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.

30.1 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).

30.2 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.

30.3 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.

30.4 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.

30.5 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's 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.

30.6 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.

30.7 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.

30.8 Smoking is strictly prohibited in any part of the Refinery.

30.9 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.

30.10 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.

30.11 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.

30.12 If any contract work involves scaffolding, it should be erected as per Standard, Refinery Scaffolding Procedure. A copy of Standard Refinery Scaffolding Procedure should be requested when necessary.

30.13 All contract work should be stopped if the fire siren is sounded or in case of a Refinery Emergency.

30.14 (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 whatsoever belonging to the Corporation unless the written permission of the corporation 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.

30.15. 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 equipments.

30.16. All accidents caused to the contractor's employees must be reported to the Fire and Safety Department immediately.

30.17. 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 house keeping 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.

30.18 *If the Contractor / Sub Contractor intends 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 Electrical Department before commencing the contract work.*

30.19 *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.*

30.20. *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 30 - Construction and Maintenance of floors, passages and stairs.*
- 3. Clause 31 - Safe means of access and safe place of employment.*

31. SECURITY CLEARANCE

31.1 *The Refinery premises is considered a high security zone and all contractor's personnel shall abide by the security regulations, prevailing and those which might be enforced as and when necessary due to changing circumstances. Police clearance for personnel going to be engaged in this job will have to be obtained and produced to CPC security by the contractor.*

31.2 *All contractors' personnel and their vehicles will be required to obtain gate passes before entering into the Refinery.*

31.3 *Any part of the work that is to be sub contracted should be notified during the process of tendering and the name of the sub-contractor along with the offer. If the sub-contractor is to be changed after the award, written permission of the CPC will have to be obtained.*

32. ARBITRATION

32.1 *All the disputes arising in connection with the present contract shall be finally settled under the rules of consolation and arbitration of the International Chamber of Commerce & Arbitration Act No.11 of 1995 of Sri Lanka by one or more arbitrators appointed in Accordance with the said rules.*

32.2 *Performance of the contract shall continue during Arbitration proceedings.*

32.3 *All proceedings and hearings by the Arbitrator shall be held in Sri Lanka.*

SCHEDULE 'A'

FORM OF BID

TENDER & SCHEDULE OF PRICES FOR FLOOR CONCRETING OF NEW LOWER TANK FARM

Chairman
Departmental Standard Procurement Committee
Ceylon Petroleum Corporation
Oil Refinery
Sapugaskanda
Kelaniya
Sri Lanka.

Dear Sir,

TENDER FOR FLOOR CONCRETING OF NEW LOWER TANK FARM

We hereby tender for the “**Floor Concreting of New Lower Tank Farm**” in conformity with the conditions as stated in the Invitations to Bid.

Having perused the Invitation to Bid for the “**Floor Concreting of New Lower Tank Farm**” and the Bill of quantities 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 Bill of quantities and payment schedule within the time specified.

I / We declare that I / We have perused the Performance Guarantee (Schedule ‘B’) and the Agreement (Schedule ‘F’) 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 Form of Tender 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 Departmental Standard Procurement Committee, Ceylon Petroleum Corporation.

Signature of Bidder:

Date :

Address :

.....

.....

.....

Bill of Quantities for Floor Concreting of New Lower Tank Farm

Item No.	Description	Qty	Unit	Rate(Rs)	Amount(Rs)
	A- PRELIMINARIES				
A-1	Scrape the top soil layer/clean including removing all vegetation /debris and transport to the dumping yard as directed by CPC supervisor.	Item	Allow		
	B- EARTH WORK				
B-1	Level the tank compound with earth cut/fill so as to achieve proper water diversion to the API rain water system and compact the surface with a vibratory roller/compactor	Item	Allow		
	C-CONCRETE WORK				
	<u>Concrete work</u>				
	Concrete shall be				
	<ul style="list-style-type: none"> - Made dense with a vibrator 				
	<ul style="list-style-type: none"> - So cast to achieve only that finishing on its exposed surfaces as required 				
	<ul style="list-style-type: none"> - Unless otherwise specified in the respective items, all formwork and reinforcements are measured separately 				
	<ul style="list-style-type: none"> - 				
	Rates shall include for				
	Material, plant for mixing, handling, hoisting, depositing, compacting, curing and making good after removal of form work.				

C-1	Concrete 1:2:4 (19mm)–grade 20 (formwork measured separately) Floor concreting (100mmthick)in the tank farm including expansion joints at 3m intervals & polythene layer under floor. Note; Concrete 1:2:4 (19mm) –grade20 shall be properly cured by covering with an absorbent material & maintained in a wet condition for as long as may be directed by the Engineer & at all time proper and adequate protection is to be provided against rain, heat etc.	598	M ³		
C-2	Timber/steel formwork	120	M ²		
	Total				
	Add 8%VAT (If applicable)				
	Total with TAX				

Name of the Contractor.....

VAT Registration No.....

Address

Date.....

Signature.....

SCHEDULE "B"

FORM OF BID SECURITY GUARANTEE

*Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda,
Kelaniya,
Sri Lanka.*

Dear Sir,

Bid guarantee for “Floor Concreting of New Lower Tank Farm” Ref. No.

We herewith issue our irrevocable Letter of Guarantee in favor of Ceylon Petroleum Corporation by order of amounting to required by Ceylon Petroleum Corporation for participation in the Tender For closing on

This Guarantee is payable immediately upon Ceylon Petroleum Corporation issuing a letter stating that a Tender was awarded to

(Name of Bidder)

by Ceylon Petroleum Corporation and that the said failed to honour and / or perform the said Tender in accordance with the Agreement between Ceylon Petroleum Corporation and the said

(Name of Bidder)

This Letter of Guarantee is valid up to and claims if any, have to be lodged with us in writing on or before for Bank Ltd.

.....

(AUTHORIZED SIGNATURE – BANK)

SCHEDULE 'C

PERFORMANCE GUARANTEE

KNOW ALL MEN BY THESE PRESENTS that at the request of,

.....
(Hereinafter called the Contractor), we

.....
(Hereinafter called the Bank) are held and firmly bound unto:

THE CEYLON PETROLEUM CORPORATION, a Corporation established by Act No. 28 of 1961 and having its Head Office at No. 609, Dr. Dansiter De Silva Mawatha Colombo 9, (hereinafter called the Corporation) in the full and just sum of Rs. (.....) for the payment of which sum well and truly to be made. The Contractor and the surety bind themselves, their heirs, executors, administrators, successors and assigns firmly to these presents.

WHEREAS the Contractor has entered into a contract with the Corporation for in accordance with the conditions of tender set out for this purpose.

NOW the condition of the above written bond or obligation is such that if the Contractor shall well and truly perform and observe all the agreements, conditions and stipulations under or virtue of the said contract or any award is made under the provisions therein contained ought on the part of the Contractor to be performed or observed then this obligation shall be null and void and in the event of any breach of the said terms or conditions in the said Contract in consequence of the non-observance or non-performance by the Contractor of their obligations therein contained the Contractor or the said Bank shall pay on the first written demand to the Corporation the full and just sum of Rs. provided that the rights and remedies of the Corporation are not in substitution of its rights and remedies under the contract and this guarantee shall not be prejudiced, avoided or affected by any indulgence or forbearing of the Corporation towards the Contractor in connection with such contract as aforesaid.

NOTWITHSTANDING anything contained herein-before our liability under this bond is restricted to Rs.

This Performance Guarantee expires on and all claims under this bond must be submitted to us not later than the said expiry date after which the Guarantee becomes automatically null and void.

Yours faithfully,

.....

Signature

.....

Signature

Status:

Status:

*We hereby state that we have been authorized and empowered to sign
this Performance Guarantee on behalf of*

WITNESSES:

(1)

(2)

SCHEDULE - " D "

FORM OF ADVANCE PAYMENT BANK GUARANTEE

BOND NUMBER DATE :

SUM GUARANTEED

To :

Chairman,
Ceylon Petroleum Corporation,
Ceypetco House,
No. 609, Dr. Danister De Silva Mawatha,
Colombo -09
Sri Lanka.

Dear Sir,

Name of the contract :

In accordance with the provisions of the Conditions of contract, of
the above mentioned contract

(name and address of contractor) (Hereafter called "the contractor")

shall deposit with(name of employer) a bank guarantee

to guarantee his proper and faithful performance under the said Contract in and

amount of(amount of guarantee)

..... (amount in words).

We, the(Bank), as instructed by the contractor, agree unconditionally and

irrevocably to guarantee as primary obligator and not as surety merely, the payment

to (name of employer) on his first demand without whatsoever right of

objection on our part and without his first claim to the Contractor, in the amount not

exceeding..... (amount of guarantee),

such amount to be reduced periodically by the amounts recovered by you from the

proceeds of the contract.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract document which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the contractor pursuant to the contractor.

*This guarantee shall remain valid and in full effect from the date of the advance Payment under payment under the contract until
(name of employer) receives full repayment of the same amount from the contractor.*

Signature and Seal of the Guarantor :

Name of the Bank :

Address :

Date :

Witness

1

2.

SCHEDULE - " E "

FORM OF AGREEMENT

AGREEMENT NO:

DATE:

THIS AGREEMENT made related in Colombo on this.....day of.....2015 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, Departmental Standard Procurement Committee, invited tenders for the "Floor Concreting of New Lower Tank Farm"for Ceylon Petroleum Corporation by Notice dated

AND WHEREAS 'the Contractor', submitted to the Chairman, Departmental Standard Procurement Committee, Ceylon Petroleum Corporation his offer Ref. No. dated in regard to the Schedule "Floor Concreting of New Lower Tank Farm"which offer had been accepted by the "Corporation" The said offer, Instructions to Bidder's/Vendors, Specifications, all Schedules 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 to for “**Floor Concreting of New Lower Tank Farm**” 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.*

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 “**Floor Concreting of New Lower Tank Farm**” 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 be 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 construction 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 construction work and to claim from the Contractor, the additional expenses thereby incurred by the Ceylon Petroleum Corporation.*

Delays

5. (a) *If for any reason, in the opinion of the Ceylon Petroleum Corporation, the Contractor becomes incapable or unable to complete whole work in his Bid, the Ceylon Petroleum Corporation shall have the right to obtain this construction work from other sources without being liable in any manner whatsoever to the Contractor and the Agreement will stand terminated.*

Default

By the

Contractor

*If the Contractor defaults in the opinion of the Ceylon Petroleum Corporation, for the “**Floor Concreting of New Lower Tank Farm**”. or breaches the Conditions of this Agreement with the Ceylon Petroleum Corporation ~~for~~ “**Floor Concreting of New Lower Tank Farm**”. **(b)** according to specifications and conditions, 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 “**Floor Concreting of New Lower Tank Farm**” within the time guaranteed, the Contractor shall be liable to pay as a pre-estimate of liquidated damages, at the rate of **3.5% 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 to be made on the basis of 75% of the value of work completed. The balance 25% to be retained until the successful completion and handing over of the work completed to CPC and to be released subjected to retention conditions as per the contract. Part payment to be made to the contractor within one month of finalizing the submission of part payment bill by the contractor.*

Payment

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 -----
----- 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*

**Serving
Of
Notice**

9. *If at anytime between the acceptance of the Tender and the completion of the “**Floor Concreting of New Lower Tank Farm**”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) *“Notwithstanding anything to the contrary that may be contained herein the parties agree that any doubt, difference, dispute, controversy or claim arising from, out of or in connection with this Agreement, 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 settled by arbitration as per the Arbitration Act No. 11 of 1995 in accordance with the Rules of the Arbitration Center of the Institute for the Development of Commercial Law and Practice”.*

Arbitration

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.

(2)

Except as regarding Acts of God, war, strike, invasion, civil war, rebellion, revolution,

11. *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/Vendor shall promptly give to the*

Force *Chairman/, Ceylon Petroleum Corporation written notice of any loss of time due to such*
Majeure *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.*

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

*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 :

.....

