



# ***CEYLON PETROLEUM CORPORATION***

*(Established by Parliamentary Act Number 28 Of 1961)*

## ***INVITATION TO BID***

### ***FOR***

### ***Demolition of Old Nylon 6 Factory building and Site Cleanup at Sapugaskanda Oil Refinery***

***( PUBLIC TENDER - REF-PD/WORKS/13/2021)***

*Chairman  
Departmental Procurement Committee (Minor)  
C/o. Deputy Refinery Manager  
(Maintenance & Projects)  
Ceylon Petroleum Corporation,  
Refinery Division,  
Sapugaskanda,  
Kelaniya,  
Sri Lanka.  
Telephone : + 94 11 2400684 / 2400427 / 2400431*



**CEYLON PETROLEUM CORPORATION**  
**REFINERY DIVISION**  
**TENDER NOTICE**

**TENDER FOR DEMOLITION OF OLD NYLON 6 FACTORY BUILDING AND**  
**SITE CLEANUP AT SAPUGASKANDA OIL REFINERY –**  
**REF -PD / WORKS /13/2021**

Department Procurement Committee (DPC), Ceylon Petroleum Corporation (CPC) invites bids from eligible contractors for **Demolition of Old Nylon 6 Factory building and Site Cleanup at Sapugaskanda Oil Refinery, Kelaniya.**

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.1,500.00 (Rs.1,388.89 + 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.

The Bid will be closed at 1430 hrs. on 08.02.2022 and opened at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, No. 609, Dr. Danister De Silva Mawatha, Colombo 09 immediately after closing time of the Bid.

Clarifications (if any) shall be sought from the under mentioned Telephone/Fax numbers.

**Chairman.**

Department Procurement Committee,  
C/o. Deputy Refinery Manager (Maintenance & Projects)  
Ceylon Petroleum Corporation,  
Refinery Division,  
Sapugaskanda,  
Kelaniya,  
Telephone : + 94 11 2400684 / 2400427 / 2400431  
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## **1. INVITATION TO BID**

1.1 *Chairman, Departmental Procurement Committee for Minor Contracts (DPC Minor), Ceylon Petroleum Corporation (CPC) on behalf of the Ceylon Petroleum Corporation of Sri Lanka invites sealed bids from eligible and qualified bidders for “**Demolition of Old Nylon 6 Factory building and Site Cleanup.**” with inspection by CPC, as per scope of work & technical specifications given in this Invitation to Bid document (ITB)*

1.2 *Bid documents will be issued only to local bidders who produce documentary evidence from clients as proof of carrying out similar kind of demolition work in the past 5 years. (By similar nature and complexity work, it means at least 4 story building with minimum floor area of 10,000 m<sup>2</sup> per a floor). Also, the bidder must assign a qualified site supervisor full time at the site until the work is accomplished by CPC.*

1.3 *The site is located at CPC Sapugaskanda Oil Refinery premises, Sapugaskanda, Kelaniya, Sri Lanka.*

## **2. BASIS OF CONTRACT**

2.1 *The tender will be awarded to the bidder who will pay the maximum amount of rupees to the CPC. The contractor shall complete the entire job as per the scope of work in this ITB document, of the “**Demolition of Old Nylon 6 Factory building and Site Cleanup**” 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 “**Demolition of Old Nylon 6 Factory building and Site Cleanup**” 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*

*Invitation to bid document will be issued up to 27/01/2022 at 15.00 hrs. A non-refundable bid deposit of Rs. 1,500/= 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 10.30 hrs. on 02/02/2022 at Refinery premises. Attendance by a responsible representative of the firm is required at the pre-bid meeting. Firms not properly represented at the pre-bid meeting will not be considered for evaluation.*

#### **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 77 days from the date of opening 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 105 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. **Value of performance guarantee shall be Rs. 1,500,000.00.** The performance guarantee need to be submitted on or before the time and date specified in letter of award and 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, DPC (MINOR) and such contractor will be placed in the list of defaulting contractors.*
- 6.3 ***The successful bidder shall have to deposit full quoted amount as applicable, in finance department of CPC, within a period of 14 days from the date of issuance of Letter of Award (LoA) by CPC, failing which the contract shall be terminated and the Bid Security shall be forfeited.***
- 6.4 *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 with complete technical proposal indicating the method to be adopted for the **“Demolition of Old Nylon 6 Factory building and Site Cleanup”***

7.2 *Scope of Work*

*The Work consists of demolition of reinforced concrete super structure (Please refer the attached drawing in annexure 1), excavation up to 2m depth from the ground level and demolishing sub structure up to 2m depth including pile cap, Backfilling the excavated areas with imported soil, compaction of backfilled soil, demolition of masonry walls, cutting steel and sorting out materials, clear the site and transporting debris of old nylon 6 factory building away from refinery premises.*

7.3 *All insurance under this Contract shall be executed by a reputed insurance Company/Corporation registered under Insurance Board of Sri Lanka.*

*The minimum insurance covers shall be:*



- (a) •The minimum cover for insurance of the Works, Temporary Works and Plant and Materials is 110% of the Initial Contract Price.
- The maximum deductible for insurance of the Works and of Plant and Materials is 5% of the each claim.
- (b) •The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in an amount equal to 110% of the CIF value of the goods. The minimum cover for loss or damage to Equipment is the replacement cost of equipment
- The maximum deductible for insurance of Equipment is 5% of the replacement cost of the equipment
- (c) •The minimum cover for insurance of other property (other than the site) is (to cover the building and property adjacent to the site and that of the Employer is Rs 1,000,000 per event.
- The maximum deductible for insurance of other property (other than the site) is 5% of the respective insured value.
- (d) The minimum cover for personal injury or death,  
•For Third party and employees of the Employer and other person engaged by the Employer in the Works is Rs 1,000,000 per event. Number of events are unlimited
- (e) •The minimum cover for loss of business and loss of revenue due to the Project/Scheme is Rs.1, 000,000.00 per event. Number of events are unlimited.
- (f) The minimum cover for personal injury or death,  
•For the Contractor's workmen is Rs 1,000,000 per event. Number of events are unlimited.  
•Contractor's employees other than workmen is Rs. 1,000,000 per event. Number of events are unlimited.

## **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 DPC (MINOR) on the proposals at the stage of evaluation of bids.*

## **10. AMENDMENTS / CLARIFICATIONS**

10.1 *DPC (Minor) 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 or before **08/02/2022***

*to : Chairman,  
Departmental Procurement Committee (Minor),  
C/o Manager (Procurement & Stores),  
Ceylon Petroleum Corporation,  
609,  
Dr. Danister De Silva Mawatha,  
Colombo 09.*

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 “Demolition of Old Nylon 6 Factory building and Site Cleanup” 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 08/02/2022 at the ;  
Office of the Manager (Procurement & Stores),  
Ceylon Petroleum Corporation,  
609,  
Dr. Danister De Silva Mawatha,  
Colombo 09*

*Bidders may attend the opening of bids if they so desire. Bidder's 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 77 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. 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.*

14.1 *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.*

## **15. 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. **The liquidated damages for the whole of the Works shall be Rs.70,000.00 per day.** The maximum amount of liquidated damages for the whole of the Works shall be 1,400,000.00.*

## **16. 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.*

## **17. PROJECT SCHEDULE**

*17.1 Project schedule from the time of award of contract to handing over shall be **04 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.*

*17.2 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 15 of the ITB.*

## **18. RIGHTS OF THE PROCUREMENT COMMITTEE**

*18.1 DPC (MINOR)/ CPC reserves the right to accept or reject bids. DPC /CPC will accept the lowest responsive bidder.*

*18.2 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.*

## **19. LACK OF INFORMATION**

*19.1 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.*

**19.2** *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.*

## **20. SCOPE OF SUPPLY BY CPC**

### **20.1 Construction materials.**

22.1.1 *Any construction material will not be issued by CPC*

### **20.2 Utilities**

22.2.1 *Any construction utility will not be supplied by CPC.*

## **21. CONTRACTOR'S SCOPE OF SUPPLY**

### **21.1 - Construction work**

21.1.1 *All material, Man power including a site supervisor. Site supervisor shall be at least NDT(Civil) or equivalent and the bio data of such site engineer shall be submitted along with the offer. The site supervisor should be available full time at the site.*

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

21.1.3. *The company profile along with previous experiences shall be provided.*

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

### **21.2 Equipment & consumables.**

21.2.1 *Supply of all consumables necessary for the proper execution of the job.*

21.2.2 *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.*

21.2.3 *Supply of all manpower needed including supervision to carry out the work described under "Contractor's scope of Work" in clause 24.*

21.2.4 *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.*

## **22. CONTRACTOR'S SCOPE OF WORK**

### **22.1 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 including transporting away all debris and disposal away from CPC.*

## **23. TECHNICAL SPECIFICATIONS / CODES / STANDARDS**

*Following specification / Guidelines shall be followed by the contractor.*

- 1. Chapter 15 of Standard Specifications for Building works published by Institute for Construction Training & Development (ICTAD) ICTAD publish No. SCA/4/1.*
- 2. Technical Guidelines on Building Demolition Work in Sri Lanka published by National Building Research Organization.*

## **24. MANPOWER AND SCHEDULES**

*24.1 Bidder must abide by Refinery Fire and Safety Regulation as given in section 27.*

*24.2 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.*

## **25. BID EVALUATION & SELECTION**

*Following the opening of bid proposals, all bids will be evaluated by DPC (MINOR). The tender will be awarded to the bidder who will pay the maximum amount of rupees to the CPC, which accepts the terms and conditions of the Invitation to Bid.*

## **26. 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.*

## **27. SAFETY 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.*

*27.1 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).*

*27.2 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.*

**27.3** *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.*

**27.4** *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.*

**27.5** *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.*

**27.6** *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.*

**27.7** *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.*

**27.8** *Smoking is strictly prohibited in any part of the Refinery.*

**27.9** *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.*

**27.10** *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.*

**27.11** *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.*

**27.12** *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.*

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

**27.14(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.*

*27.15 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.*

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

*27.17 After completion of the contract work by the contractor the area involved with the contract work should be inspected by the Fire and Safety Department to ensure that the cleanliness and good housekeeping practices had been followed. The area involved with the contract work should be certified by the Fire and Safety Department before the final payment is made.*

*27.18 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.*

*27.19 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.*

*27.20 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.*

## **28. SECURITY CLEARANCE**

*28.1 The Sapugaskanda 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.*

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

*28.3 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.*



## **29. ARBITRATION**

*29.1 Any doubt, difference, dispute, controversy or claim, arising from , out of or in connection with this contract, or in respect of the interpretation thereof or on the rights, duties, obligations or liabilities of the parties to this contract or on the operation , breach, termination or invalidity thereof, shall be referred to an arbitral tribunal consisting of a 3 member panel of Arbitrators with the Chairman and settled by Arbitration in accordance with the Rules of the Arbitration Centre of the Institute for the Development of Commercial law and Practice in Sri Lanka. The composition, jurisdiction of the Arbitral Tribunal, conduct of arbitration proceedings, Awards and any other matters relating to Arbitration shall be in accordance with the provisions contained in the Arbitration act No.11 of 1995 and the language used shall be the English Language and be governed by the laws of Sri Lanka.*

**CEYLON PETROLEUM CORPORATION  
CONTRACT No.: REF-PD/WORKS/13/2021**

**BID FOR DEMOLITION OF OLD NYLON 6 FACTORY BUILDING AND SITE CLEANUP  
AT SAPUGASKANDA OIL REFINERY**

**FORM OF BID**

**To: The Chairman, Departmental Procurement Committee (DPC Minor),  
Ceylon Petroleum Corporation (CPC)**

Gentleman,

1. Having examined the Bidding Document Volume I [ICTAD/SBD/01 - Second Edition, January 2007 – Procurement of Works] any amendments thereafter and Volume II including Bidding Data, Contract Data, Condition of Contract, Specifications, Drawings and Bills of Quantities etc and Addenda for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Contract Data, Conditions of Contract, Specifications, Drawings, Bills of Quantities and addenda for the sum of Sri Lankan Rupees ..... (LKR.....) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as stipulated in the Contract Data, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid for the period of seventy seven (77) Days from the date fixed for receiving or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We accept that the adjudicators shall be appointed when need arises.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ..... day of ..... 20... in the capacity of ..... duly authorized to sign tenders for and on behalf of .....

(IN BLOCK CAPITALS)

Name : .....

Designation : .....

Signature : .....

Address : .....

.....

Witness: Signature : .....

Name : .....

Address : .....

**Bill of Quantities for Demolition of Old Nylon 6 Factory building and Site Cleanup**  
**P-1743**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
A-1	<p><b><u>A. Prelimineries</u></b></p> <p>Allow for all following items</p> <p>Allow for all costs and expenses for complying with the General Conditions of contract and Specification</p> <p>Safety of contractor's employees, Engineer's staff (Helmets, Gumboots, dust filters etc.) and site safety barricades, danger sign boards etc.</p> <p>Provision for keeping the site clean during the contract period to the satisfaction of Engineer.</p> <p>Provision for all insurances under the contract.</p>		Item		
B-1	<p><b><u>B.Excavation work, demolition works &amp; earthfilling works</u></b></p> <p>Demolish existing building approx. dimensions 220m long x 36m wide x 25m high. The demolition works shall include but not limited to taking down the whole structure including excavation upto 2m depth and demolish sub structure including pile cap, demolish reinforced concrete super structure, internal and external walls, plumbing installation works, electrical installation works, Supply</p>		Item		

	<p>and backfilling excavations with imported soils approved by CPC in 300mm layers compacted to at least 95% of MDD of the soil, disposal of surplus excavated material etc.</p> <p>Materials arising from the demolitions must be carted away from refinery premises.</p> <p>The contractor is strictly advised to visit the site to assess the extent of the scope and any risks associated with this work. claims for extra payment arising as a result of the contractor's failure to fully understand the scope and its risks will not be accepted.</p> <p>All the works must be carried out in compliance with Occupation Health and Safety Act, Construction Regulations and any other laws applicable at the time the works are being executed.</p> <p><b>Subtotal 1</b></p> <p><b><u>Less</u></b></p> <p><b>C. Scrap Steel</b></p> <p>Price for the total scrap steel</p>		Item		
	<p><b>Total amount payable to CPC (W/o tax)</b> (Price for scrap steel - subtotal 1)</p>				

**FORM OF BID SECURITY GUARANTEE**

[This bank guarantee form shall be filled in accordance with the instructions indicated in brackets]

..... [insert issuing agency's name and address of issuing branch or office]

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

**Date** : ..... [insert (by issuing agency) date]

**Public Tender Reference** : REF-PD/WORKS/13/2021

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

We have been informed that ..... [insert (by issuing agency) name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated ..... [insert (by issuing agency) date] (hereinafter called "the Bid") for **Demolition of Old Nylon 6 Factory building and Site Cleanup** under Invitations for Bids No. .... [Insert IFG number] (The "IFB")

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

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

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

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

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

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

**FORM OF PERFORMANCE GUARANTEE (Unconditional)**

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

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

**Public Tender Reference** : REF-PD/WORKS/13/2021

**Date** : .....

**PERFORMANCE GUARANTEE NO:** .....

We have been informed that ..... [name of Contractor] (hereinafter called "the Contractor")  
has entered into Contract No. .... [Reference number of the contract] dated .....  
with you, for **Demolition of Old Nylon 6 Factory building and Site Cleanup**. (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], upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ..... day of .....,20.....[insert date, 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.

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.

.....  
[Signature(s)] of the Guarantor

.....  
Seal

Capacity .....

Witness Signature .....

Name & Address .....

Capacity .....

**FORM OF ADVANCE PAYMENT BANK GUARANTEE**

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

**Beneficiary:** Ceylon Petroleum Corporation -Refinery Division,  
Sapugaskanda,  
Kelaniya,  
Sri Lanka

**Date :** -----

**ADVANCE PAYMENT GUARANTEE NO:** -----

We have been informed that -----[name of Contractor/ supplier] (hereinafter Called “ the Contractor”) has entered into Contract No.----- [reference number of the contract] dated --- ----- with you, for **Demolition of Old Nylon 6 Factory building and Site Cleanup**.(hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum ----- [amount in figures] (-----) [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we ----- [Name of the issuing agency] hereby Irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----[amount of figures] (-----)[amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation in repayment of the Advance payment under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor

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

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

-----  
[Signature(s)] of the Guarantor

-----  
Seal

Capacity .....

Witness      Signature .....

                  Name & Address .....

                  Capacity .....

**FORM OF AGREEMENT**

**AGREEMENT NO:**

**DATE:**

*THIS AGREEMENT made related in Colombo on this.....day of.....2022 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 Procurement Committee, invited tenders for the **Demolition of Old Nylon 6 Factory building and Site Cleanup** for Ceylon Petroleum Corporation by Notice dated .....*

*AND WHEREAS 'the Contractor', submitted to the Chairman, Departmental Procurement Committee, Ceylon Petroleum Corporation his offer Ref. No. .... dated ..... in regard to the Schedule **Demolition of Old Nylon 6 Factory building and Site Cleanup** 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 **Demolition of Old Nylon 6 Factory building and Site Cleanup** 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 "**Demolition of Old Nylon 6 Factory building and Site Cleanup** " 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**
- (b) *If the Contractor defaults in the opinion of the Ceylon Petroleum Corporation, for the “**Demolition of Old Nylon 6 Factory building and Site Cleanup**” or breaches the Conditions of this Agreement with the Ceylon Petroleum Corporation for” **Demolition of Old Nylon 6 Factory building and Site Cleanup**” 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 “**Demolition of Old Nylon 6 Factory building and Site Cleanup**” 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. Serving Of Notice** *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*

**9. Bankruptcy Of Contractor** *If at anytime between the acceptance of the Tender and the completion of the” Demolition of Old Nylon 6 Factory building and Site Cleanup” 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.*

**10. Arbitration** *Any doubt, difference, dispute, controversy or claim, arising from , out of or in connection with this contract, or in respect of the interpretation thereof or on the rights, duties, obligations or liabilities of the parties to this contract or on the operation , breach, termination or invalidity thereof, shall be referred to an arbitral tribunal consisting of a 3 member panel of Arbitrators with the Chairman and settled by Arbitration in accordance with the Rules of the Arbitration Centre of the Institute for the Development of Commercial law and Practice in Sri Lanka. The composition, jurisdiction of the Arbitral Tribunal, conduct of arbitration proceedings, Awards and any other matters relating to Arbitration shall be in accordance with the provisions contained in the Arbitration act No.11 of 1995 and the language used shall be the English Language and be governed by the laws of Sri Lanka.*

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

.....

# Annexure 1

