



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

BIDDING DOCUMENT

FOR

DISPOSAL OF OIL SLUDGE STORED IN API SLUDGE PIT

TENDER NO: PL/66/2021

CHAIRMAN - DPC
CEYLON PETROLEUM CORPORATION
P.O.BOX: 11
REFINERY DIVISION
SAPUGASKANDA
SRILANKA.

TENDER NOTICE
CEYLON PETROLEUM CORPORATION
REFINERY DIVISION
DISPOSAL OF OIL SLUDGE STORED IN API SLUDGE PIT
(TENDER NO PL-66-2021)

The Departmental Procurement Committee (Minor) on behalf of Ceylon Petroleum Corporation (CPC) hereby invites sealed bids from contractors who have been registered at Central Environment Authority (CEA) under category of transporting, storing and disposal of Petroleum sludge for the removing and disposal of crude oil sludge of API sludge pit at Oil Refinery, Sapugaskanda, Srilanka.

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

The bidder should pay a non-refundable fee of Rs. 3,500.00 (Including 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.

Bidding documents will be issued upto **12.10.2021 at 1500 hrs.** at the office of Dy. Refinery Manager (Maintenance & Projects), Ceylon Petroleum Corporation Refinery Division, Kelaniya.

Bidders or their duly authorized representatives shall present themselves at the "Pre-bid" meeting, to be held on **14.10.2021 at 1000 hours** at the training center of CPC Refinery, Sapugaskanda, Kelaniya.

The Bid will be closed at **1400 hrs. on 28.10.2021** and opened immediately after the closing time of the Bid at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below,

The interested bidders may obtain further information from Deputy Refinery Manager (Maintenance & Project) via Tele Nos. 011/5668564 or Fax : 2401359

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 : 0094-11-5455424

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1. INSTRUCTIONS TO BIDDERS

1.1 INTRODUCTION

The Chairman DPC (Minor), on behalf The Ceylon Petroleum Corporation Refinery Division (herein after called CPC) hereby calls tenders from *registered contractors of Central Environment Authority (CEA)* under category of transporting, storing and disposal of Petroleum sludge (herein after called Bidder) for the removing and disposal of crude oil sludge of API sludge pit at Oil Refinery, on measure & pay basis, CPC which is located 19 km off by the road from Colombo.

1.2 BASIS OF CONTRACT

- 1.2.1** The jobs shall be carried out strictly in accordance with the terms & conditions of the contract stipulated in this bidding document & as per the scope of work /specification described under clause 03
- 1.2.2** The payment will be made for the actual quantum of work carried out as per the terms of payment stipulated under clause 2.2
- 1.2.3** The binding contract will have to be entered into with CPC & the contractor.
- 1.2.4** The contractor shall not subcontract any part of the works without the prior consent of CPC. 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 negligence of the contractor, his agents or employees.
- 1.2.5** Required tool, machines, equipment, consumables & other required facilities which one not supplied by CPC have to be provided by selected contractor.
- 1.2.6** The contractor shall give or provide all the necessary supervision during the execution of the works. The Contractor or his representative is to be constantly at the work site. Such representative shall be authorized to receive all directions and instructions from the CPC Engineer, on behalf of the Contractor.
- 1.2.7** All Engineers, Supervisors, skilled and semi-skilled Labourers and any man power required to carry out the job and safety gears for the Contractor's personnel shall be supplied by the Contractor.
- 1.2.8** 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, the damages etc.
- 1.2.9** The site shall be cleaned to the satisfaction of CPC & handed over.
- 1.2.10** Any substances that can be added to sludge or mix with sludge to be weighted before bring into the site & the amount use for each load to be measured with empty truck before each trip.

1.3 BASIS OF BIDS

- 1.3.1** Bidders are requested to submit completely filled details given in attached Tender Proposal form with the given price Schedules for remove & disposal of crude oil sludge completely in API sludge pit at CPC Oil Refinery. Estimated sludge quantity 750 MT. Total work to be completed within 08 weeks.
- 1.3.2** Additional services that have not been covered in this invitation to bid shall be clearly stated for CPC's consideration.

1.4 ISSUING OF BIDDING DOCUMENT.

- 1.4.1 bidders can download the bidding document from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>.
- 1.4.2 Bidding document will be available until **1500 hrs. on 12th October 2021**
- 1.4.3 **Bidding document will be issued to contractors, who are in the list of CEA for transporting, storing and disposal of petroleum sludge or valid agreement with a institute having sludge disposal license on payment of a non- refundable fee of Rs.3500.00**
- 1.4.4 Copies of the receipts of the above deposits will have to be submitted along with the offer. Offers without the copies of the receipts will be rejected.

1.5 PRE BID MEETING

- 1.5.1 All bidders or their duly authorized representatives (maximum 2 numbers of representatives) shall present themselves at the **“Pre-bid” meeting**, to be held on **14th October 2021 at 1000 hrs.** at the Training Center of CPC Refinery Division, Sapugaskanda, Kelaniya.

1.6 DOCUMENTS TO ACCOMPANY THE BID

All bids should contain adequate particulars in respect of the contract. Failure to furnish the following documents and details, before the closing of bid, may result in the bid being rejected. All documents shall be furnished in English language.

- 1.6.1 Company profile with past performance records of similar jobs
- 1.6.2 A true copy of ***CEA registration under category of transporting, storing and disposal of Petroleum sludge or valid agreement with a institute having sludge disposal license & business registration.***
- 1.6.3 Schedule of prices duly completed & signed (All taxes such as VAT shall be indicated along with the rate/prices, but shall be shown separately where provided in the schedule of prices)
- 1.6.4 Schedule of prices (Schedule-I) & Bid Proposal form (Appendix-I) duly completed & signed/stamped company seal
- 1.6.5 Bid Security Guarantee (as per Appendix - II)
- 1.6.6 Receipt of the Nonrefundable Cash Deposit.
- 1.6.7 Last three years audited financial statement.

1.7 SEALING & MARKING OF BIDS

Bids shall be submitted in duplicate as per the conditions specified in this Bidding document. The original and the duplicate of the bid should be placed in separate envelopes marked “ORIGINAL” and “DUPLICATE”. Both envelopes should be enclosed in one securely sealed cover, which should be marked “**BID FOR DISPOSAL OF OIL SLUDGE STORED IN API SLUDGE PIT**” on the top left hand corner and statement, “**DO NOT OPEN BEFORE 1400 hrs on 28th October 2021**” and shall be addressed to,

To: Chairman,
Departmental Procurement Committee,
Ceylon Petroleum Corporation,
Bid For “**DISPOSAL OF OIL SLUDGE STORED IN API SLUDGE PIT**”.

1st Floor,
609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.

1.8 PERIOD OF VALIDITY OF BID

- 1.8.1** Bid offers should be valid for acceptance for a minimum period of **91 days** from the date of opening of bids. Bidders should however, clearly indicate the maximum period that their offers would be valid. ***A bid valid for a shorter period will be rejected as non-responsive.***
- 1.8.2** Rates indicated in the Schedule of Prices (Schedule-I) shall be firm and shall not be subject to any price variation within the period of validity stated in (1.7.1) above.

1.9 FORMAT & SIGNING OF BIDS

- 1.9.1** The bidder shall prepare ***an Original & a Duplicate*** of the Bid specified above, clearly marking as, ***"BID FOR DISPOSAL OF OIL SLUDGE STORED IN API SLUDGE PIT" - Original and Duplicate*** as appropriate. In the event of any discrepancy between the *Original and Duplicate*, the Original shall govern.
- 1.9.2** The Original, and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the bidder to the Contract. **All pages of the bid except for un-amended printed literature shall be initialed by the person(s) signing the bid.**
- 1.9.3** Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the person(s) signing the Bid.

1.10 CLARIFICATION OF BIDDING DOCUMENT

- 1.10.1** A prospective Bidder requiring any clarification of the Bidding Document should notify CPC in writing by hand or post or facsimile at the CPC's mailing address indicated in ITB clause 1.6. Similarly, if a bidder feels that any important provision is unacceptable, such objection should be raised at this stage. CPC will respond in writing to any request for clarification or modification of the bidding document that is received not less than seven (07) days prior to the deadline of submission of Bids prescribed by the CPC. Copies of the CPC's response will be sent to all prospective Bidders within Three (03) days prior to the closing of the Bid who have collected the Bidding Document.

1.11 DEADLINE FOR SUBMISSION OF BIDS

- 1.11.1** Chairman, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.6 not later than the time & Date stipulated.
- 1.11.2** Chairman, Procurement Committee, CPC may at his discretion, extend this deadline for submission of Bids, by amending the Bidding Documents, in which case all rights and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

1.12 LATE BIDS

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

1.13 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

1.13.1 The bidder may modify or withdraw his bid after submission, provided that written notice of the modification or withdrawal is received by the CPC, prior to the deadline prescribed for Bid submission.

1.13.2 The bidder's modification shall be prepared, sealed and dispatched as follows,

The bidder shall provide *an Original & a Duplicate* of the Bid specified in the ITB clause 1.9 of any modifications to his bid, clearly marking as, ***"BID FOR DISPOSAL OF OIL SLUDGE STORED IN API SLUDGE PIT" - Original and Duplicate*** as appropriate. Both envelopes should be enclosed in one security sealed cover, which should be marked ***"BID FOR DISPOSAL OF OIL SLUDGE STORED IN API SLUDGE PIT"*** on the top left hand corner and statement, ***"BID MODIFICATIONS"***

1.13.3 A bidder wishing to withdraw his bid, shall notify the CPC in writing prior to the deadline prescribed for the submission of bid. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of bid. The notice of withdrawal shall be addressed to the:-

To: Chairman,

Departmental Procurement Committee,

Ceylon Petroleum Corporation,

Bid For "DISPOSAL OF OIL SLUDGE STORED IN API SLUDGE PIT".

1st Floor,

609, Dr. Danister De Silva Mawatha,

Colombo 09,

Sri Lanka.

1.13.4 Bearing the bid name and the words ***"BID WITHDRAWAL NOTICE"***. Bid withdrawal notices received after the deadline for submission of Bid will be ignored and the submitted Bid will deem to be valid.

1.14 CLOSING DATE OF TENDER

Tender should be sent with one Original marked as "Original" in a sealed cover and two copies of the tender document marked as "Duplicate" in another sealed cover, clearly marked as "Tender for DISPOSAL OF OIL SLUDGE STORED IN API SLUDGE PIT" be either submitted by Registered Post (addressed to "Chairman, Departmental Procurement Committee, Ceylon Petroleum Corporation, Bid For "DISPOSAL OF OIL SLUDGE STORED IN API SLUDGE PIT", 1st Floor, 609, Dr. Danister De Silva Mawatha, Colombo 09, Sri Lanka) or be deposited at the tender box at Manager (Procurement & Stores), Procurement & Stores Function, Ceylon Petroleum Corporation, 1st Floor, No.609, Dr. Danister De Silva Mawatha, Colombo 09, Sri Lanka, on or before **1400 hrs. on 28th October 2021.**

This tender **will be closed** immediately, thereafter.

1.15 OPENING OF BIDS

1.15.1 Bids will be opened at **1400 hrs. on 28th October 2021** at,

Manager (Procurement & Stores) Office,

Ceylon Petroleum Corporation,

1st Floor, No.609,

Dr. Danister De Silva Mawatha,

Colombo 09,

Sri Lanka.

- 1.15.2 Bidders may attend the opening of bids if they so desire. Bidder's representatives must carry an authoritative letter from the main bidder along with his own National Identity Card. Only the aggregate bid prices will be read out in public at the opening of bids.
- 1.15.3 The chairman procurement committee, CPC or his nominated representative will open the Bids, in the presence of the bidders and /or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Bidders and/ or their representatives shall sign a register as proof of their attendance.
- 1.15.4 The Bid prices, discounts and Bidder's names, the presence or absence of the requisite Bid Security Guarantee and other such details, which the CPC at its discretion, may consider to appropriate, will be announced at the opening. Late bids will not be entertained and will be returned unopened to the bidder.
- 1.15.5 Bid (and modifications sent pursuant to ITB sub clause 1.12) that are not opened will not be considered for evaluation, regardless of the circumstances.

1.16 ALTERNATIONS.

All alterations and erasure in bid offer shall to be initiated by the bidder.

1.17 BID SECURITY GUARANTEE

- 1.17.1 Each bid shall be accompanied by a Bid Security Guarantee undertaking that the offer will be held valid for the specified period and that the offer will not be withdrawn during that period. Such Bid Security Guarantee shall be in the form of a guarantee issued/confirmed by a reputed commercial bank operating in Sri Lanka and acceptable to CPC on demand and payable to CPC equivalent in value of **Sri Lanka Rupees 265,000/=** only.
- 1.17.2 The bid security guarantee shall be valid for **105 days** from the date of closing bids and shall be in accordance with the specimen in schedule 'APPENDIX II' "Form of Bid Security Guarantee".
- 1.17.3 Failure to submit the Bid Security Guarantee at the time or before the closing of the bids and in accordance with the above said requirements will result in the bid 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.
- 1.17.4 The Bid Security Guarantee of the successful bidder will be returned after receipt of the Performance Guarantee.

1.18 SCHEDULE OF PRICES

- 1.18.1 Bidder shall submit their offer in Schedule attached indicating Offer validity. Rates quoted should be in Sri Lanka Rupees.
- 1.18.2 Bidders are also required to duly sign and return the Schedule of Prices indicating their offers in detail together with the Pro-Forma Invoice.
- 1.18.3 Bidders are required to indicate the amount of VAT separately with the registration Numbers.
- 1.18.4 Prices not submitted on the prescribed form and in the manner required are liable for rejection.

1.19 BASIS OF EVALUATION.

- 1.19.1** Where there is a discrepancy between the amount in figures and in words, the amount in words will govern.
- 1.19.2** Arithmetic errors in the bidding document will be corrected.
- 1.19.3** Only the bids determined to be the substantially responsive will be evaluated and compared. Award will be made to the lowest responsive evaluated bid.
- 1.19.4** Incomplete bids which are not conform to the terms, condition and specifications of the bidding document will be rejected.
- 1.19.5** The successful bidder will receive our official works order after which he shall commence work immediately.

1.20 RIGHTS OF THE PROCUREMENT COMMITTEE.

- 1.20.1** The Bid evaluation committee/CPC reserves the right to accept or reject in full or in part any submitted bid and without assigning any reasons what so ever and/or ask the contractor to make amendments to the offer. The lowest bidder will not necessarily be accepted.
- 1.20.2** CPC is not responsible for any expenses or losses, which may have been incurred by a bidder in the preparation and submission of the bid.

1.21 NOTICE OF ACCEPTANCE

Acceptance of bid will be communicated by fax / E-mail and confirmed in writing by registered post to the successful bidder to the address given by him in the Form of Bid, soon after the receipt of the Procurement Committee decision. Any change of address of the bidder shall be promptly notified to the Deputy Engineering Manager (Planning), Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.

Very Important

Bidders shall indicate the title of the bid and the tender reference number in all correspondences in respect of this tender.

1.22 DECLARATION

Bidders should declare that they have read the conditions and that they make the offer in compliance with and subject to all the conditions thereof and agree to perform the services in accordance with the said conditions in the manner therein set out and in terms of this offer a "FORM OF BID" Appendix I is attached.

1.23 BUSINESS REGISTRATION & PUBLIC CONTRACT REGISTRATION

- 1.23.1** Local Agents in Sri Lanka, submitting the Bid should register with the Registrar of Companies and shall produce a copy of the valid Certificate (legally attested copy) of Registration issued by the Register of Companies together with the offer & a copy of the respective company registration of principal bidders also shall be forwarded along with the bid.
- 1.23.2** Any person who act as an agent or sub-agent, representative or nominee for or on behalf of any bidder / principal supplier, shall register himself and such public contract as per public Contracts Act, No 3 of 1987 for every public contract exceeding five million rupees (SLR) & a copy of the valid Certificate of registration issued by the Registrar of Public Contracts shall be forwarded for collection of bidding documents. All bidders should submit the registration certificate along with the bid.

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

2. CONDITIONS OF CONTRACT (COC)

2.1 PERFORMANCE GUARANTEE

- 2.1.1** The successful Bidder, on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within (07days) of such notification through/ confirmed by a recognized Bank in Sri Lanka, in a sum equivalent to 10% of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Appendix III
- 2.1.2** If the successful bidder fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting Contractors. CPC shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such Bidders, as the case may be, at the risk and expense of the successful bidder.
- 2.1.3** The successful bidder, in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, cost, expenses and damages, which the CPC may sustain in consequence of such failure, and the Bid Security Guarantee shall be forfeited.
- 2.1.4** The Performance Guarantee shall be in favor of the CPC, and shall be valid for a period not less than 88 days from the works order Issued.
- 2.1.5** The successful bidder should submit a detailed report on thermal destruction of sludge or any recovery due and destruction of the balance sludge / waste.

2.2 SCHEDULE OF PAYMENT

- 2.2.1** No advance payment will be made on this contract.
- 2.2.2** Progress/part payments will be paid once in two weeks on the basis of 75% of the value of work completed. The balance 25% will be retained until the successful completion of the work.
- 2.2.3** The Final payment will be made only for the total work done by the contractor as per the given requirement and acceptance of work by CPC.

2.3 TIME SCHEDULE AND SERVICE COST.

- 2.3.1** Selected bidder should prepare to commence the jobs with a prior notice within one week in advance & provide the time allocation charts for the job.
- 2.3.2** Project schedule from the date of award of contract to handing over and commissioning of successfully completed job within the described period in clause 1.2.1. 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, and resource allocation.
- 2.3.3** All offered rates in the SCHEDULE OF PRICES will not be allowed to change within the bid validity period due to any change of the prices of fuel and other consumables in the market.

2.4 TAX LIABILITIES

- 2.4.1** Contractor shall be liable to pay any taxes levied by Sri Lanka Governmental Authority on its profits derived from execution in Sri Lanka of this work under this contract. Contractor shall also be liable for all income taxes of its sub-contractor's and personnel income taxes of contractor's and of its sub-contractor's and personnel.

2.5 LIQUIDATED DAMAGES

- 2.5.1** The successful bidder will have to pay CPC, as liquidated damages, for failure to comply with contractor's obligation to provide the service in the time guaranteed and amount for each calendar week at the rate of 2.0% per week for total payment due. However the maximum liability of the contractor will not exceed 10% of the total payment.
- 2.5.2** Additional services that have not been covered in this invitation to bid shall be clearly stated for CPC's consideration.

2.6 DEFAULTED CONTRACTORS

- 2.6.1** Bid offers will not be entertained from firm or persons who have been placed on the list of defaulted contractors of the CPC.
- 2.6.2** Deviations to CPC invitation to bid shall also be clearly stated by the bidder. If no deviations are stated CPC would assume that bidder conforms to the most stringent conditions in this Invitation to Bid.

2.7 TERMINATION OF CONTRACT

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

- 2.7.1** The Contractor stops work for 28 days when no stoppage of work is shown on the current program accepted by CPC and the stoppage has not been authorized by the CPC.
- 2.7.2** The Contractor has delayed the completion of the work by the number of days for which the maximum amount of liquidated damages has been deducted, as defined in clause 2.4 of the Bid document without CPC's prior approval.

2.8 FORCE MAJEURE

- 2.8.1** Contractor or CPC shall not be responsible for any delay or failure hereunder 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 contractor or CPC is unable to prevent.

2.9 LABOUR, PROPERTY AND EQUIPMENT COMPENSATION.

- 2.9.1** CPC is not responsible for labour compensation on any damage. CPC is expecting from each supplier, all the labours to be insured and Workman compensation policy document & Third party liability cover with RCC which are issued by government recognized insurances firm to be submitted before awarding the contract.

2.10 SAFETY REGULATIONS AND REGULATIONS FOR THE PREVENTION OF FIRE

- 2.10.1** The contractor must abide by the Refinery Safety Regulations and carry out safety precautions subjected by CPC.
- 2.10.2** All persons engaged on work at Ceylon Petroleum Corporation, Refinery, Sapugaskanda (hereinafter called the Refinery) shall be acquainted with following regulations and their consent to abide by them shall be an essential condition of their permit to work at the Refinery.
- 2.10.3** The whole of the premises within the boundary fence is constituted a danger area with the exception of any area expressly exempted by the Refinery Manager (hereinafter called the Manager).
- 2.10.4** All employees, agents and invitees of the contractor who may not be aware of the exact locality of any areas expressly exempted from the danger area must assume that any part of the Refinery is a danger area and act accordingly.
- 2.10.5** Before any nature of work is commenced in any area by signatures, the necessary excavation permits, safety certificates and clearance certificates be obtained and if the work involves sparks or flames, also with 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 have been renewed.
- 2.10.6** It is a condition of the permit to work at the Refinery that all persons engaged at the Refinery shall subject to be searched by the Refinery's Security Officials. This search may take place, either at the time of entrance to the Refinery or at any other place and during any time while the employees are in the Refinery, at the request of the Refinery's Senior Security Officer.
- 2.10.7** No fire or naked light, no matches, no petrol or other lighters nor any apparatus for causing ignition may be taken within the danger area by any person unless with a written authority signed by the Refinery Manager's authorized representative. Such written permit shall be available for the period stated thereon and must be returned to the Refinery's Head of Fire and Safety.
- 2.10.8** No dry battery or accumulator type of electric hand lamps or hand-torch, mobile telephones or walkie-talkies which are not of a flame proof safety type, shall not be taken within the danger area without approval of the Refinery Manager.
- 2.10.9** Smoking is prohibited in every part of the Refinery with the exception of such places as have been set aside for the purpose by the Refinery Manager. For each such place a written permit will be issued.
- 2.10.10** No fires shall be lit and no matches shall be ignited in any part of the Refinery without a special fire authorized signatory as in clause 9.
- 2.10.11** Contractor shall ensure that sludge is properly stored in the transporting vehicles to avoid falling in roads and weighing machine.
- 2.10.12** The contractor shall observe the speed limit of 5 KMPH within the refinery premises, and all vehicles must be mechanically sound and have an efficient exhaust, silencer, horn breaks and filter cap.
- 2.10.13** 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.
- 2.10.14** The contractor shall ensure that so far as is compatible with the work being carried out, the area in which his servants and/or agents are working shall be kept free of all equipment, material or property of any other kind which 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 that his own employees and those of his sub-contractors observe all necessary safety precautions.

2.10.15 Any employee, agent or invitee of a contractor consciously or unconsciously breaking the above rules shall be liable to have his permit to work at the Refinery terminated immediately. 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.

2.10.16 Mobile phones are strictly prohibited within the plant area.

2.10.17 In case of Fire, all the crew should be assembled to the allocated assembling area according to the safety procedures.

2.11 SANITATION FACILITIES

2.11.1 Toilets

- Contractor and his employees shall use the toilets and washing facilities reserved for contractors. No other facilities shall be used by his personnel.

2.11.2 Storage Room

- Contractor is requested to provide a lockable temporary shed or boxes to secure his workers clothes and other valuable items.

2.11.3 Shed For Tools

- Contractor will be allowed to put up a temporary shed for sorting his material and tools etc. of the extent of the work requires. The quality and appearance of the shed shall be acceptable to the engineer. The location of each shed will be indicated by the engineer. The Corporation reserves the right to demand removal or re-location of the shed at any time. If a watcher is retained, a permit shall be obtained from the shift superintendent on duty.
- The Corporation shall not be in any way responsible for any loss or damage which may happen to any such contractor materials or equipment of the contractor, either by the same being lost, stolen or destroyed by fire or otherwise.

2.12 SECURITY PROCEDURES

Necessary security and police clearances in respect of the contractor's employees should be obtained by him by contacting the Deputy Manager Security of Refinery prior to the commencement of work.

2.12.1 Gate Passes

To enter the Refinery premises, gate passes are required. To obtain gate passes for his personnel, the Contractor shall contact the Refinery's Senior Security Officer after receipt of the Works Order. Contractor's all personnel shall produce their national identity cards in order to obtain gate passes.

All material machinery, tools and other equipment, which will be removed from the Refinery after execution of the works, must be shown in a letter to the Security Officer on duty when brought in and get endorsed. A gate pass shall be obtained from the CPC Engineer for removing these items from the Refinery by producing the endorsed document on which they were brought in.

2.13 ARBITRATION

2.13.1 All the disputes arising in connection with the present contract shall be finally settled under the rules of consulation 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.

2.13.2 Performance of the contract shall continue during Arbitration proceedings.

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

3. SCOPE OF WORKS & SUPPLY

3.1 SCOPE OF WORKS & SUPPLY OF SELECTED CONTRACTOR

- 3.1.1** Removal and disposal of oily sludge in the API sludge pit.
- 3.1.2** The estimated quantity of sludge to be disposed is 750 MT.
- 3.1.3** Selected contractor shall have to work in a hazardous environment. Great care to be taken not to meddle with any equipment
- 3.1.4** Selected contractor shall provide and maintain sufficient skilled workforce, machineries & vehicles for the job.
- 3.1.5** Selected contractor shall not employ CPC permanent or casual (labor) for any work included in this bid.
- 3.1.6** Wheels of the trucks carrying sludge shall be properly cleaned by high pressure water before leaving the API sludge pit. Proper cover shall be provided to the cargo and any leaks from the truck shall be prevented.

3.2 SCOPE OF WORKS & SUPPLY OF CPC

- 3.2.1** Electricity & water will be provided.
- 3.2.2** Weigh bridge facility will be arranged in side Refinery. After weighing CPC will release sludge from Refinery.
- 3.2.3** All cleaning works & other works of job will be inspected & certified by CPC.
- 3.2.4** Collection of samples randomly to analyze the water content.

CCHEDULE I
SCHEDULE OF PRICES

Rate Summary – Disposal Of Oil Sludge Stored In API Sludge Pit.

Description	Quantity	Rate / Rs.	Amount / Rs.
Removing & disposal of crude Oil sludge from API sludge pit of CPC Refinery Premises.	750 MT		
VAT 08% (If Applicable)			
Total with Taxes			

Name of the Tenderer:

VAT registration No :

Note: 1. To be Indicated method of disposal of oil sludge (To be provided proof document)

2. To be attached a copy of Central Environment Authority (CEA) registration & Business registration

***** These quantities are estimated values to be used only for bid evaluation purposes; however payment will be made on actual work (quantities). CPC will not responsible for the change of quantities.***

Signature :
 (Place stamp here)

Date :

Other comments :

.....

APPENDIX I
FORM OF BID

Name of Contract : **Disposal Of Oil Sludge Stored In API Sludge Pit.**

To : Chairman, Ceylon Petroleum Corporation, No. 609, Dr. Danister Silva Mawatha,
Colombo 09, Sri Lanka.

Gentlemen:

1. Having examined the Standard Bidding Document- Procurement of Works- Major Contracts, Specifications, Drawings and Bills of quantities and Addenda for the execution of the above-named works, we are undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid conditions of contract, Specifications, Drawings, Bills of Quantities and addenda nos.....for the sum of Sri Lankan Rupees..... (LKR.....) or such other sums as many 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 soon as is reasonably possible after the receipt of the Engineer’s notice to commence, 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 until the date specified in “Bid Validity”[insert date] and it shall remain binding upon us and may be accepted at any time before that date.
5. Unless and until a formal agreement is prepared and execute this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive.
7. We certify/confirm that we comply with the requirements as per “Ethics, Fraud, and Corruption” and “Eligibility and Qualification of the Bidder” of the bidding documents.

Dated thisday of20.....

Signaturein the capacity of duly authorized to sign bids for and on behalf of [in block capitals or typed]

Name :

Designation :

Address :

Witness :

APPENDIX II

FORMAT OF BID SECURITY GUARANTEE

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

Beneficiary: Chairman, Ceylon Petroleum Corporation, No. 609, Dr. Danister Silva Mawatha, Colombo
09, Sri Lanka.

Date : [insert (by issuing agency) date]

Public Tender Reference : PL/66/2021

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

We have been informed that [insert (by issuing agency) name of the Bidder; if a joint venture,
list complete legal names of partners] (hereinafter called “the Bidder”) has submitted to you its bid dated
.....[insert (by issuing agency) date] (hereinafter called “the Bid”) for **Disposal
of oil sludge stored in API sludge pit** 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)].

APPENDIX III

FORMAT OF PERFORMANCE GUARANTEE

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

Beneficiary: Chairman, Ceylon Petroleum Corporation, No. 609, Dr. Danister Silva Mawatha, Colombo 09, Sri Lanka.

Public Tender Reference : PL/66/2021

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 **Disposal of oil sludge stored in API sludge pit** (Hereinafter called “the Contract”)

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we..... [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....[amount in figures] (.....) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of20.....[insert date, 35 days beyond the scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

.....
[Signature(s)]

COMPLIANCE/DEVIATION SHEET

Please mark “√” if complied with the tender document or mark “X” if there is a deviation and indicate the deviation in the cage provided.

	Specification /condition	complied	Deviations if any
1	A copy of non-refundable fee		
2	Originals of Bid security guarantee - APPENDIX II		
3	A copy of registration of CEA under category of petroleum sludge transporting, storing and disposal		
4	Offer validity -91 days		
5	Schedule of prices- schedule I		
6	Form Of Bid – APPENDIX I		
7	Copy of business registration & Public contract registration as per clause 1.23		
8	Agreed with payment terms and other requirements		
9	Deviations from specifications, terms & conditions, if any indicated		
10	Other deviations if any.		

.....

Company stamp

.....

signature of the bidder