



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

TENDER FOR SUPPLY OF SANITARY LABOURERS TO CPC REFINERY DIVISION

Tender No REF- PD/SER/2012/02

Chairman
Departmental Standard Procurement Committee
Ceylon Petroleum Corporation
Refinery Division
Sapugaskanda
Kelaniya
Sri Lanka.
Telephone : 2400427 / 2400431
Fax : 2400431/ 2400436

CEYLON PETROLEUM CORPORATION

**TENDER FOR SUPPLY OF SANITARY LABOURERS TO CPC REFINERY
DIVISION**

Tender No REF- PD/SER/2012/02

Invitation to Bid

The Chairman, Departmental Standard Procurement Committee (DSPC), Ceylon Petroleum Corporation (CPC), Refinery Division invites bids from labour suppliers who have experience in the supply of labourers, to similar organizations, for the supply of 30 Sanitary labourers, for the purpose of sanitary work, cleaning and clearing work within Refinery premises and other sites/ work places attached to Refinery.

The contract will be for a minimum period of one year commencing 19th April 2012. However this may be extendable to a further period subject to the total value of the contract on mutual agreement, at the same rates and on the same conditions.

Interested eligible Bidders may obtain further information from Deputy Refinery Manager (Maintenance & Projects) and inspect the Bidding Documents at the Refinery Project Department, Sapugaskanda, Kelaniya.

A complete set of Bidding Documents may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non refundable fee of Rs.500/- in cash to Deputy Finance Manager (Refinery) of the CPC.

Bids must be delivered to the address below at or before 14.30 hrs on 09th March 2012. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives at the following address at 14.30 hrs on 09th March 2012.

**Chairman, Departmental Standard Procurement Committee,
C/o Deputy Refinery Manager (Maintenance & Projects),
Ceylon Petroleum Corporation
Refinery Division,
Sapugaskanda,
Kelaniya
Telephone: 0112400427/2400431
Fax : 0112400431/2400436**

1. INSTRUCTIONS TO BIDDERS (ITB)

1.1. Basis of Contract

The contract will be to supply services of labourers, to carry out jobs within Refinery premises & other sites/ work places attached to Refinery such as Tank Farm at Orugodawatta, Water Intake Station at Kelaniya and Batalanda Housing Scheme as and when requested by CPC, Refinery Division, on the basis that the payments be made for the actual services provided, at the rates agreed in the contract.

All government taxes, EPF, ETF, NBT, VAT (if applicable) involved with this contract shall be the entire responsibility of the labour supplier.

The labourers hired will be employed at those work places mentioned above to carryout jobs, including sanitary jobs such as cleaning of lavatories and drains, cleaning of premises, sweeping/ cleaning, removal of garbage, spraying weedicides.

The contract will be entered into with CPC to be effective from 19th April 2012.

1.2. Basis of Bid

The bidders are required to Bid on the enclosed “Schedule of Prices”, given in **Schedule “A”**, determined as per the scope of work and conditions of the contract. Those rates shall remain fixed, for the entire contract period of 12 months as per the conditions of the contract.

1.3. Issue of Bid Documents

Bid documents will be issued up to 15.00 hrs on 02nd March 2012. The intending Bidder who submits the required documents and gets qualified for bidding, shall pay a non-refundable sum of Rs.500/=, to Deputy Finance Manager(Refinery) of the CPC Refinery and produce the receipt to the Deputy Refinery Manager (Maintenance & Projects), CPC, in order to obtain the Bid document.

Copy of the bid deposit receipt should be forwarded along with the offer.

Bid Document will consist of the followings:

1. Invitation to Bid
2. Instructions to Bidders
3. Conditions of Contract (CoC)
4. Scope of Work
5. Other Conditions of contract
6. Schedule of Prices
7. Form of Bid
8. Format for Bid Security Guarantee
9. Form of Agreement
10. Format of Performance Guarantee

1.4. Schedule of Prices

All rates shall be furnished in the “**Schedule of Prices**” in “**SCHEDULE A**” of this Bid document.

Bidder shall give their rates per person per 9 hour working day. Any additional time worked shall be considered as overtime rate & working on Saturdays, Sundays, Poya days & Mercantile holidays will be considered as overtime rates.

Offers not sent in the given format and in the manner required will be rejected.

1.5 Value Added Tax

If the Bidder has registered for VAT/ NBT, the amount (percentage) of VAT/ NBT shall be indicated separately, along with VAT/ NBT registration numbers of the Bidder.

1.6 Bid Security Guarantee:

Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be valid for 90 days and that the offer will not be withdrawn during that period. Such Bid Security Guarantee shall be in the form of guarantee issued by a recognized commercial Bank in Sri Lanka and acceptable to the CPC, Refinery and should be encashable on demand and payable to CPC in a sum of Rupees Eighty Thousand (Rs 80,000/=)

The Bid Security Guarantee shall be valid for 120 days (up to 2012/07/07) from the date of closing of the tender and shall be in accordance with the specimen in *Annex "B"*, "Format for Bid Security Guarantee".

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 bidder will be returned to them after an award is made in accordance with the above said requirements.

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

1.7 Sealing & Marking of Bids:

Bids shall be submitted on the enclosed "Schedule of Prices" in Schedule "A" and sealed and sent in the enclosed envelop which should be marked "TENDER FOR SUPPLY OF SANITARY LABOURERS TO CPC REFINERY DIVISION" CLOSING DATE – 2012/03/09" on the top left-hand corner and shall be addressed to;

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

1.8 Period of Validity of Bids

Rates shall be valid for a **period of 13 months** from the date of closing of tenders.

1.9 Closing of Bids

Bid offers, sealed and addressed as aforesaid, shall be sent under Registered Cover or delivered, to reach:

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

not later than 14.30 hrs on 09th March 2012.

If the bidders or their representatives choose not to send their bid offers under Registered Cover, they may deposit such Bids in the Tender Box provided for this purpose at the Ceylon Petroleum Corporation - Refinery Division, Project Department at the above address.

1.10 Late Bids

Any Bid received by the Chairman, DSPC after the deadline for submission of Bids, will not be considered and returned unopened to the Bidder.

1.11 Opening of Bids

Bids will be opened immediately after the closing date and time fixed for receipt of Bids, at the office of **Deputy Refinery Manager (Maintenance & Projects)**, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda Kelaniya

The Chairman, DSPC 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.

1.12 Award Criteria

DSPC will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive, lowest evaluated Bid, provided that the Bidder is determined to be qualified and capable to perform the contract satisfactorily.

The successful Bidder will be called upon to provide labour supply to CPC in conformity with the Tender Conditions for 12 Months with effect from the date of award.

The Successful bidder will be called upon to enter into an Agreement with CPC. A Specimen **“Form of Agreement”** is attached as **Annex –“C”**

1.13 Rights of the Procurement Committee to Accept or Reject any or all Bids

The Departmental Standard Procurement Committee reserves the right to accept or reject any bid without giving reasons.

2. CONDITIONS OF CONTRACT (COC)

2.1. Performance Guarantee

On the tender being accepted, CPC shall notify such acceptance by a letter or fax to the successful bidder whose tender has been accepted. Such notification shall require the successful bidder to furnish at his own cost and expenses, a Performance Guarantee through a reputed Commercial Bank in Sri Lanka acceptable to the Refinery in a sum of not less than 10% of the full contract price of the successful tenderer within one week. The Performance Guarantee shall be valid for 13 months and shall be strictly on the form given "Form of Performance Guarantee" which will be released after successful completion of the job awarded.

If the successful Bidder fails to furnish the Performance Guarantee as provided therein, the bid will be rejected and such bidder will be placed in the list of defaulting contractors.

2.2. Validity of Rate

The rates quoted should be valid for a period of 12 months commencing from the date of award of the Contract & no rate increase will be entertained.

2.3 Payment

Payment will be made on the basis of working on actual 9 hour working days of the each labourer as Clause 2.7 of the Scope of work. Any additional time worked shall be paid at overtime rate.

Payments for working on Saturdays, Sundays, Poya days & Mercantile holidays will be made at overtime rate.

CPC will be particular about the attendance of the labourers hires and any late attendance will be recorded and deducted from the wages. Also the labour supplier shall take the responsibility to replace those who get excessive absent.

Labour supplier shall be responsible for making the wages to the labour hired. He in turn shall send the invoices to CPC for the services given, at the end of each month and CPC will effect the payment for the claim after checking for its accuracy.

2.4 Rights of CPC

Generally, the labour requirement for the month will be informed to the supplier, monthly. However CPC reserves the right to request to increase the labour force, whenever the requirement arises.

2.5 Termination of Contract

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

In the case of any failure to provide required services by the contractor as per the tender conditions and the rates quoted, CPC reserves right to terminate the contract by giving one month prior notice, in which event the Performance Guarantee will be forfeited.

2.6 Arbitration:

All disputes arising between the parties hereto or their respective representatives, in connection with this contract, during its continuance or at any time after the termination thereof, shall be referred for Arbitration.

Arbitration shall be conducted under the rules of the Arbitration Centre of the Institute of the Development of Commercial Law & Practice (ICLP) in Sri Lanka and in accordance with the Arbitration Act No. 10 of 1995 of Sri Lanka.

2.7 Scope of Work

The successful Bidder shall be provided required labour service from 19th April 2012. The labourers hired will be employed within Refinery premises & other sites/ work places attached to Refinery such as Tank Farm at Orugodawatta, Water Intake Station at Kelaniya and Batalanda Housing Scheme to carryout jobs such as cleaning of lavatories and drains, cleaning of premises, sweeping/ cleaning, removal of garbage. 03 labourers out of the above will be employed for spraying weedicides.

Normal working hours for the workplaces will be as follows.

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

2.8 Other Conditions of Contract

- 2.8.1. Labour supplier shall be responsible for making wages to the labour hired and should a reasonable amount to satisfy labourer to give value added services to CPC.
- 2.8.2. Labourers will be required to use their own transport to report the respective work places such as Tank Farm at Orugodawatta, mentioned above and to report to work, when they are allocated for such jobs at different locations.
- 2.8.3. All labourers supplied shall be males and over 18 years of age.
- 2.8.4. The labourers supplied are expected to be honest and diligent people with a good moral conduct. Those who fail to meet the required standard and efficiency will be discontinued and the supplier shall send replacement immediately for such cases.
- 2.8.5. The labour supplier is expected to obtain blanket insurance cover for all labourers supplied, against accidents, injuries, deaths etc.
- 2.8.6. Since the Refinery and its work places such as Orugodawatta tank farm are all considered to be high security zones, all labourers supplied shall be highly reliable people who are personally known to the supplier. They shall all be screened with police clearance reports, which will be a mandatory requirement. Producing of these reports shall be responsibility of the supplier.

SCHEDULE OF PRICES

SUPPLY OF SANITARY LABOURERS TO CPC REFINERY DIVISION

**CEYLON PETROLEUM CORPORATION
REFINERY DIVISION**

	Rate per day per Labourer (per 09 hour day) (Without TAX) Rs.	Rate per overtime hour (Note: This rate shall not be more than 150% of the hourly rate per normal working day) (Without TAX) Rs.
Sanitary Labourer		

NBT applicable for the above rates - YES / NO

If applicable, percentage of NBT - %

12% VAT applicable - YES / NO

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

VAT Registration No :- (if applicable only)

NBT Registration No :- (if applicable only)

- 1) Having familiarized ourselves with the conditions of contract, we offer to complete the whole said services in conformity with the said conditions.
- 2) Until a formal agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract with us.
- 3) We understand that you are not bound to accept the lowest or any tender you may receive.
- 4) We agree to abide this tender for the period of (90) Ninety days from the date of opening of the same and tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- 5) Quoted rates shall remain fixed for the entire duration of one year.
- 6) We agree hereby to be bounded by the tender and tender conditions.

Name of the Contractor :

Address :

Telephone No :

Signature : Date :

Designation : Company Stamp

FORM OF BID

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

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

Sir,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of contract, for "Supply of Sanitary Labourers to CPC Refinery Division", we offer to complete the whole of said services in conformity with the said document.
A-2 Unless and until a formal agreement is prepared and executed this Bid offer together with your written acceptance thereof shall constitute a binding contract with us.
A-3 We understand you are not bound to accept the lowest or any Bid offer you may receive.
A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Bid document.
A-5 We agree to abide by this Bid offer for the period of Ninety (90) days from the date of opening of the same. Conditions and prices quoted will remain binding upon us and may be accepted at any time before the expiration of the period.
A-6 We agree to be bound by the Tender, Tender Conditions and Performance Guarantee.
A-7 We affirm that providing of the said services will commence within 14 days after we receive notice of acceptance of our Bid from the CPC.
A-8 We offer the prices as given in the "Schedule of Prices" for Supply of Sanitary Labourers to CPC Refinery Division as detailed out in this tender document.

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

Dated this day of2012.

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

Name

Address
.....
.....

Witnesses:

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

FORMAT FOR BID SECURITY GUARANTEE

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

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

Date: ----- [insert (by issuing agency) date]

BID SECURITY 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 the execution of [insert name of Contract] under Invitation for Bids No. ---
----- [insert IFB number] ("the IFB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer 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) the successful bidder furnishing the performance security, 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 AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, CPC and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

WHEREAS

- (a) the CPC has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the "Services");
(b) the Service Provider, having represented to the CPC that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of ;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The Conditions of Contract;
(b) The Contract Data;
(c) The Form of Bid
(d) The Schedule of Prices
(e) The CPC's Requirements
(f) The following Appendices : [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]
Appendix A: Description of the Services
Appendix B: Schedule of Payments
Appendix C: Key Personnel
Appendix D: Breakdown of Contract Price
Appendix E: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the CPC and the Service Provider shall be as set forth in the Contract, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
(b) The CPC shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of CPC

[Authorized Representative]
For and on behalf of [name of Service Provider]

[Authorized Representative]

FORMAT FOR PERFORMANCE GUARANTEE

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

Beneficiary:

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

Date:

PERFORMANCE GUARANTEE NO.:

We have been informed that[name of Contractor]
(hereinafter called “ the Contractor”) has entered into Contract No.....[reference
number of the contract] dated.....with you, for the.....
.....[name of contract and brief description of Works] (hereinafter
called “the Contract”).

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

At the request of the Contractor, we.....[name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[amount in figures] (.....) [amount in words], 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 Intended Completion Date] and any demand for payment under it must be received by us at this office on or before that date.

.....
[Signature(s)]



TENDER NOTICE

CEYLON PETROLEUM CORPORATION
REFINERY DIVISION

SUPPLY OF SANITARY LABOURERS
Public Tender REF – PD/SER/2012/02

Ceylon Petroleum Corporation hereby calls bids from experienced labour suppliers for the supply of 30 sanitary labourers for a period of 12 months commencing 19th April 2012.

Bid documents could be obtained from the under mentioned by producing documentary evidence to ensure satisfactory performance and by making a payment of a non- refundable fee of Rs. 500/=.

Bidders can inspect the bid document at www.ceypetco.gov.lk website.

Bid documents will be issued up to 15.00 hrs on 02nd March 2012. Sealed quotations will be received up to 14.30 hrs on 09th March 2012 at the under mentioned and will be opened immediately thereafter.

Tender information and other documents could be obtained from the under mentioned.

Departmental Standard Procurement Committee (Minor),
C/o Deputy Refinery Manager (Maintenance & Projects),
Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda,
Kelaniya.

TEL : 2400431 / 2400427
FAX. : 2400431 / 2400436



ටෙන්ඩර් දැන්වීමයි

**ලංකා බන්ධනාගාර ජාතික සංස්ථාව
පිරිපහදු කාර්යාලය**

සනීපාරක්ෂක කම්කරුවන් සැපයීම

ප්‍රසිද්ධ ටෙන්ඩරය අංක REF-PD/SER/2012/02

ලංකා බන්ධනාගාර ජාතික සංස්ථාවේ පිරිපහදු කාර්යාලය මගින් 2012 අප්‍රේල් මස 19 දින සිට මාස 12 ක කාලයක් සඳහා සනීපාරක්ෂක කම්කරුවන් 30 දෙනෙකු සැපයීම සඳහා පළපුරුදු සේවා සපයන්නන්ගෙන් ටෙන්ඩර් කැඳවනු ලැබේ.

පූර්ව සුදුසුකම් වශයෙන් මීට ප්‍රථම මෙවැනි සේවාවන් සාර්ථකව ලබාදී ඇති බවට සේවා දායකයන්ගෙන් ලබාගත් ලිඛිත සාක්ෂි පහත සඳහන් අයවෙත ඉදිරිපත් කිරීමෙන් හා රු. 500/= ක ආපසු නොගෙවනු ලබන ටෙන්ඩර් තැන්පතුවක් පිරිපහදු මුදල් අංශයට ගෙවීමෙන් පමණක් ටෙන්ඩර් ලියකියවිලි ලබාගත හැක.

එසේම අන්තර් ජාලයේ www.ceypetco.gov.lk වෙබ් අඩවිය මගින් අදාළ ලියකියවිලි පරීක්ෂා කලහැක..

ටෙන්ඩර් ලියකියවිලි නිකුත් කරනු ලබන අවසාන දිනය 2012 මාර්තු මස 02 වෙනි දින 15.00 පැය දක්වා වන අතර, මුද්‍රා තබනලද ටෙන්ඩර්පත් 2012 මාර්තු මස 09 වෙනි දින 14.30 පැය දක්වා භාරගනු ලබන අතර, එදිනම 14.30 පැයට එවා විවෘත කරනු ලැබේ.

ඉල්ලුම්පත් සහ අනෙකුත් වස්තූන් පහත සඳහන් අයගෙන් ලබාගත හැක.

දෙපාර්තමේන්තු සම්මත ප්‍රසම්පාදන කමිටුව,
නියෝජ්‍ය පිරිපහදු කළමනාකාර (නඩත්තු හා යෝජනාක්‍රම- බාරේ,
ලංකා බන්ධනාගාර ජාතික සංස්ථාව,
පිරිපහදු කාර්යාලය,
සපුගස්කන්ද,
කැළණිය.

දුරකථන අංකය : 2400431 / 2400427

ෆැක්ස් අංකය (2400431 / 2400436