



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

NATIONAL COMPETITIVE BIDDING (NCB)

BID FOR THE PROVISION OF HEALTH INSURANCE COVERS

FOR

**THE PERMANENT EMPLOYEES OF CEYLON PETROLEUM
STORAGE TERMINALS LIMITED FOR 2024/2025**

BID REF NO: KPR/42/2024

**INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT &
REQUIRED INSURANCE COVERAGE**

THE CHAIRMAN
DEPARTMENT PROCUREMENT COMMITTEE (MAJOR)
C/O MANAGER PROCUREMENT
CEYLON PETROLEUM STORAGE TERMINALS LIMITED
PROCUREMENT FUNCTION
01ST FLOOR, NEW BUILDING
KOLONNAWA,
WELLAMPITIYA.

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INVITATION FOR BIDS
CEYLON PETROLEUM STORAGE TERMINALS LIMITED
BID FOR THE PROVISION OF HEALTH INSURANCE COVERS FOR THE
PERMANENT EMPLOYEES OF CEYLON PETROLEUM STORAGE TERMINALS
LIMITED 2024/2025
BID NO: KPR/42/2024

The Chairman, Department Procurement Committee (Major) on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya hereby invites sealed bids (Direct basis) from eligible, reputed Insurance brokers Agents and Insurance Service Providers who are registered under the Insurance Regulatory Commission of Sri Lanka (IRCSL) for the Provision of Health Insurance Covers for Permanent Employees of Ceylon Petroleum Storage Terminals Limited.

Interested parties may refer the bidding document (*only for viewing purpose*) and obtain necessary information through the website www.cpstl.lk and the original Bidding Document could be obtained from the undersigned on submission of a written request (*the request letter shall be signed and issued by an authorized person*), during working days from **0900 hrs. to 1400 hrs. from Wednesday 24th July 2024 till 13th Tuesday August 2024**, upon payment of a non-refundable Bidding Document fee of **Eighteen Thousand Sri Lankan Rupees (LKR 18,000.00)** for each.

Duly filled bidding documents may be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee (Major), C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. on Wednesday 14th August 2024**.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled original bidding documents in **PDF** format (e-bid) via email to tenders@cpstl.lk **to reach** on or before **1400 hrs. on Wednesday 14th August 2024**, at their own discretion. The original bid document shall be securely kept to be submitted to the Manager Procurement when requested, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

Bids will be closed at 1400 hrs. Wednesday 14th August 2024 and will be opened immediately thereafter at the office of Manager (Procurement). An authorized representative of the bidders may allow to participate the tender opening procedure.

A pre bid meeting will be held with the prospective parties or their authorized representative/s to clarify any matters relating to the document at **1000 hrs. on Wednesday 31st July 2024** at the Board room CPSTL, Oil Installation, Kolonnawa.

Bid shall be valid till **13.11.2024**

Bid shall be accompanied by a bid security of **Rs. 600,000.00** and shall be valid until **11.12.2024** and beyond any extension subsequently requested.

Any of the interested parties who wishes to submit a bid, shall register himself at the Department of Registrar of Companies www.drc.gov.lk (e-ROC) as per the Public Contracts Act, No. 03 of 1987 for every public contract value exceeding Sri Lankan Rupees **Five million** (LKR 5,000,000).

Further details and clarifications (if any) shall be sought from the Manager Procurement on Tel: 011-2572156/ 011-2547238, E-mail: procure@cpstl.lk

The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa
Wellampitiya.

DUPLICATE

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01. INSTRUCTIONS TO BIDDERS (ITB)

DUPPLICATE

1.1 INTRODUCTION

The Chairman, Department Procurement Committee (Major), invites National Competitive Bids (NCB) to provide Health Insurance Cover to Permanent Employees of Ceylon Petroleum Storage Terminals Limited (CPSTL) for a period of One Year (possible to extend, if required by CPSTL), commencing **01.11.2024** as per the terms and conditions and annexed schedules, complete in every respect.

Monthly report detailing each claim details (individual or families) shall be submitted to CPSTL by the Successful Bidder (Insurer) within 30 days on completion of each and every month as per clause 3.15

Alternative offers will not be entertained and be rejected at the preliminary evaluation stage. Bids can be submitted by Insurance Company, Broker or Agent. However, Broker or Agent shall not submit a bid from the Insurance Company which is blacklisted or suspended.

1.2 ELIGIBILITY CRITERIA

- 1.2.1 A valid registered entity by the Insurance Regulatory Commission of Sri Lanka (IRCSL)
- 1.2.2. Be an established insurance Company in active uninterrupted operations within Sri Lanka for the last five years.
- 1.2.3. Gross written premium on general insurance should not be less than LKR five (05) Billion in one financial year in 2021/2022 or 2022/2023.
- 1.2.4. Possess such licenses and qualification required to provide the service specified.
- 1.2.5. Demonstrate that it possesses the financial, management, human, technical and physical resources required to provide the services to a high standard of effectiveness and diligence.

1.3 CONTENTS OF BIDDING DOCUMENT

Bidding document consists of the following

- 1.3.1 Invitation for Bids
- 1.3.2 Instructions to Bidders
- 1.3.3 General Terms and Conditions of the Contract
- 1.3.4 Insurance Covers Required
- 1.3.5 Insurance Cover Bid Forms (**Schedule A**)
- 1.3.6 Form of Bid (**Annexure A**)
- 1.3.7 Format of Bid Security (**Annexure B**)
- 1.3.8 Employee Strength and family details of CPSTL (**Annexure C**)
- 1.3.9 Format of Performance Security (**Annexure D**)
- 1.3.10 Format of Contract Agreement (**Annexure E**)
- 1.3.11 Format of Signature Authorization (**Annexure F**)
- 1.3.12 Format of Letter of Authorization from Insurance Company (Only for registered agent/broker) (**Annexure G**)
- 1.3.13 Compliance Deviation Sheet (**Annexure H**)

The bidder is not permitted to do any alterations in the bidding document in any form whatsoever. Any such alterations in the bidding document by the bidder may be liable for disqualification.

1.4 ISSUE OF BIDDING DOCUMENTS

Interested parties may refer the bidding document (*only for viewing purpose*) and obtain necessary information through the website www.cpstl.lk and the original Bidding Document could be obtained from the undersigned on submission of a written request (*the request letter shall be signed and issued by an authorized person*), during working days from **0900 hrs. to 1400 hrs. from Wednesday 24th July 2024 till 13th Tuesday August 2024**, upon payment of a non-refundable Bidding Document fee of **Eighteen Thousand Sri Lankan Rupees (LKR 18,000.00)** for each.

1.5 PRE BID MEETING

A pre bid meeting will be held with the prospective parties or their authorized representative/s to clarify any matters relating to the document at **1000 hrs. on Wednesday 31st July 2024** at the Board Room CPSTL, Oil Installation, Kolonnawa.

1.6 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION

Bidders shall produce a valid copy of the certificate of incorporation/business registration issued by the respective authority together with the bid.

Any of the following party who wishes to submit a bid, shall register himself at the department of registrar of companies www.eroc.drc.gov.lk (e-roc) as per the public contracts act, no. 03 of 1987 for every public contract value exceeding **Sri Lankan Rupees five million (LKR 5,000,000)**.

- 1 an agent, sub-agent, representative or nominee must be registered **prior to the closing of the bid/tender.**
- 2 **if the tender applicant and the tenderer is the same party he must be registered prior to the award of the tender.**

However, this registration will be verified by CPSTL at the preliminary evaluation of bids. In case of failure to meet this legal requirement, the bid shall be rejected.

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 & CPSTL does not take any responsibility in this regard)

1.7 DOCUMENTS AND DETAILS TO ACCOMPANY BID

All bids shall contain adequate particulars in respect of the services offered. Bidders' must furnish all the required documents/details given below for evaluation purposes and failure to furnish any documents/details requested under this section along with the bid will result in the bid being rejected.

- 1.7.1 Original of the General Terms and Conditions of the Contract, each page signed and dated.
- 1.7.2 Original of the Form of Bid, duly completed, signed, stamped and dated.
- 1.7.3 The Insurance Cover Bid Forms to be completed, signed, stamped and dated.
- 1.7.4 The draft Insurance Policy
- 1.7.5 Certified copy of Memorandum and Articles of Association of the Insurer.
- 1.7.6 Certificate of Incorporation or **Business Registration**

- 1.7.7 Full set of latest Audited Financial Statements/ Annual Reports for the 02 years – 2021/2022, 2022/2023.
- 1.7.8 Certified copy of the Certification of valid Registration under the **Insurance Regulatory Commission of Sri Lanka**.
- 1.7.9 Documents requested in General Terms & Conditions
- 1.7.10 **Bid Security**– as per ITB clause 1.21
- 1.7.11 Detailed profile of the Insurance company and/or Registered Agent /Broker
- 1.7.12 Details and documentary proof for minimum of 05 years’ Previous experience in the Provision of similar policies and giving the names of institutions, the contact persons and their contact details and the nature of covers etc.
- 1.7.13 Scope of the Agent /Broker including roles and responsibilities, in case of bidder is Agent /Broker Company.
- 1.7.14 **Letter of Authorization** from Insurance Company (Applicable only for Agent/Broker Company) – as per ITB 1.22
- 1.7.15 **Signature Authorization** Letter – as per ITB 1.12
- 1.7.16 All other details and documentary requirements under this bid

(Failure to furnish above said documents and details, along with the bid on or before the closing of bid, may result in the bid being rejected. All documents shall be furnished in English language.)

1.8 SCOPE OF INSURANCE COVERS

Ceylon Petroleum Storage Terminals Limited (CPSTL) invites bids for providing the services related to Health Insurance Covers (Direct basis) from eligible, reputed Insurance Service Providers who are registered under the Insurance Regulatory Commission of Sri Lanka (IRCSSL) and qualified under criteria as stipulated here in this document, for a period of twelve (12) months commencing 01.11.2024 for the followings:

1.8.1 Permanent Employees of Ceylon Petroleum Storage Terminals Limited

AND

1.8.2 Dependents of Permanent Employees:

- a. Married Employees
 - i. Spouse
 - ii. Maximum two children (unmarried, unemployed and below 25 years of age)
- b. Un-married Employees
 - i. Parents

1.8.3 The Scope of Services covered will be based on the following benefits more fully described under Schedule A:

1. In patient benefits

- 1.1 Government Hospitals
- 1.2 Private Hospitals

2. Other Benefits

- 2.1 Cesarean Child Birth Cover
- 2.2 Vaginal Child Birth using forceps and vacuums

- 2.3 Normal Child Birth
- 2.4 Dental Surgeries carried out under general anesthesia
- 2.5 Cataract Surgeries (including the cost of lens as per 4.5.1 of the bidding document)
- 2.6 Ambulance charges within Sri Lanka to obtain Emergency treatment
- 2.7 Outpatient investigations (Employees only)- Rs 7,500 per year

1.8.4 Responsibilities of the Party (herein after referred as Insurer)

1. To provide Medical Benefits across Sri Lanka in line with the Scope of Services mentioned in this bidding document.
2. To ensure that their concerned staff/representative shall liaise cordial relationship with employees of CPSTL and their dependents and the designated HR staff of CPSTL.
3. To provide a Health Insurance Identity Card with required information for the employee and dependents.
4. To submit monthly report detailing each claim details (individual or families) to CPSTL within 30 days on completion of each and every month.

All documentation/correspondence/catalogues/literatures shall be furnished in English language.

1.9 SUBMISSION OF DRAFT INSURANCE POLICY

The bidder shall submit Draft Insurance Policy along with the bid, indicating all exclusions & condition for the respective Insurance Policy. Amendments after acceptance of awarding of the contract will not be accepted.

1.10 GENERAL

- 1.10.1 Bidders must acquaint themselves fully with the bidding conditions. No plea for lack of information or insufficient information will be entertained at any time.
- 1.10.2 The Bids and any contract resulting there-from shall be governed by and construed according to the laws of Sri Lanka.
- 1.10.3 No Bid shall be considered unless all the conditions laid down in the Bidding Document have been strictly fulfilled.
- 1.10.4 The Language to be used is English and correspondence between the CPSTL insured and the insurer shall be in either Sinhala or Tamil as will be applicable for the particular employee insured.
- 1.10.5 There are no known or reported incidents likely to result in a claim except what has been already informed to the Insurer.
- 1.10.6 Policy loss limit as indicated in Insurance Cover Bid Form. Schedule –A
- 1.10.7 Deductible – As specified under Insurance Cover Bid Form. Schedule –A
- 1.10.8 The Insurance cover to be executed between the CPSTL and the successful Bidder shall be as per the cover agreed upon by the CPSTL and the successful bidder.
- 1.10.9 CPSTL reserves the right to terminate the cover with three (03) calendar months' prior written notice. The Insurer shall not be entitled to any compensation or damage or loss incurred upon such termination or loss of profit. The balance of proportional premium should be refunded.
- 1.10.10 In the event of an addition/deletion to the number of employees within the insured period the premium payable/refundable will be on a pro-rata basis, based on original premium quoted and on the same terms and conditions of the Bid.

1.11 SEALING, MARKING & SUBMISSION OF BID

Bids shall be submitted in duplicates as per the conditions specified in this bidding document. The original & duplicate of the bid shall be placed in separate envelopes marked “**ORIGINAL**” & “**DUPLICATE**”. In the event of any discrepancy between the original and duplicate, the original shall govern. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked “**THE HEALTH INSURANCE COVER FOR THE PERMANENT EMPLOYEES OF CPSTL 2024/2025 – KPR/42/2024 – CLOSING DATE: 14.08.2024**” on the top left-hand corner & the Bidder’s name & address on the bottom left-hand corner, and addressed to,

**The Chairman,
Department Procurement Committee (Major),
C/o Manager Procurement,
Procurement Fonction
Ceylon Petroleum Storage Terminals Limited,
01st Floor, New Building,
Kolonnawa,
Wellampitiya,**

If the outer envelope is not sealed and marked as required above, the CPSTL will assume no responsibility for the bid being misplaced or premature opening.

In addition to above requirement, the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled original bidding documents in **PDF** format via email to tenders@cpstl.lk to reach on or before **1400 hrs. on 14.08. 2024** at their own discretion. The original bid document shall be securely kept to be submitted to the Manager Procurement when requested, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

However, only the clarifications can be made through email address procure@cpstl.lk.

1.12 SIGNATURE AUTHORIZATION

Bidders shall incorporate a **Signature Authorization Letter** along with their bids, which is authorizing a person to represent the company in submitting the bid, and if successful, to sign the respective agreement/contract with CPSTL. The letter shall be signed by the Proprietor/Partner(s)/Director(s) of the company and the person who signs the bid on behalf of the company and shall be affixed by the common seal of the company (*This letter shall be produced on the company letter head*). Particulars proving the ownership of the company/ Board of directors shall be submitted along with the Signature Authorization Letter.

Failure to submit the Signature Authorization Letter 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.

Format of Signature Authorization Letter – **Annexure “F”** is attached.

1.13 FORMAT & SIGNING OF BID

The original and the duplicate of the bids shall be typed, or written in indelible ink, and shall be signed by the person/s duly authorized by the bidder. All pages of the bid except for un-amended printed literature shall be initialled by the person signing the bid.

Any inter lineation, erasures or insertion shall be valid only if they are initialled by the person signing the bid. All corrections shall be very clear and no over-writing shall be accepted.

1.14 AMENDMENTS/ CLARIFICATIONS OF BIDDING DOCUMENT

The Chairman, DPC (Major) reserves the right to issue amendments to the bidding document if and when deemed necessary up to seven (07) days prior to the deadline for submission of bids.

A prospective bidder requiring any clarification regarding the provisions or terminology of the bidding document shall notify the CPSTL in writing by hand or post to the mailing address which is indicated in ITB Clause 1.10 or by email to procure@cpstl.lk not later than fourteen (14) days prior to the closing date of tender given in ITB clause 1.15. Similarly, if a bidder feels that any important provision is unacceptable, such objection shall be raised at this stage.

The CPSTL will respond in writing by post and/or by email to any such request for clarifications, modifications, objections or complaints that are received not later than fourteen (14) days prior to the closing date of tender prescribed by the CPSTL. Copies of the CPSTL's response will be sent by post and/or by email to prospective bidders who have collected bidding documents, including description of the inquiry but without identifying its source, within seven (07) days prior to the closing of the bid.

Questions and answers will not form part of the bidding document or contract; answers shall not constitute legally binding representation. If arising from a question, it becomes necessary to vary the bidding document, and then an addendum will be issued in accordance with the above procedure.

All correspondence shall be addressed to the mailing addresses or email addresses which are indicated above and shall not be personally addressed to any officer. Such correspondence shall not be entertained and shall be considered as a disqualification.

Where a bidder has not sought any clarifications/information such bidder shall be deemed to have accepted the bidding document in full.

1.15 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

Bidders may modify, substitute or withdraw their bids after submission, provided that written notice of the modification, substitution or withdrawal is received by the DPC (Major), prior to the deadline prescribed for bid submission.

Bid modifications or substitutions shall be prepared, sealed, marked and despatched as follows:

The bidder shall provide an original and a duplicate, as specified in the ITB clause 1.14, of any modification or substitution to his bid, clearly identified as such in two envelopes, duly marked "ORIGINAL" & "DUPLICATE". The envelopes shall be sealed in an outer envelope, duly marked **BID MODIFICATION** or **BID SUBSTITUTION – "BIDS FOR THE HEALTH INSURANCE COVER FOR PERMANENT EMPLOYEES OF CPSTL 2024/2025 (KPR/42/2024) – CLOSING DATE:- 14.08.2024"**.

Bidders wishing to withdraw their bids shall notify the CPSTL in writing prior to the deadline prescribed for the submission of bids. The notice of withdrawal shall bear the name of the bid and the words “**BID WITHDRAWAL NOTICE**”.

Bid modifications, substitutions and withdrawal notices shall be sent **to reach** the address which is indicated in ITB Clause 1.10, not later than the deadline for submission of bids.

A withdrawal notice may be sent by email to procure@cpstl.lk, but must be followed by the original, by post or by hand **to reach** the address which is indicated in ITB Clause 1.10, not later than the deadline for submission of bids. Bid modifications, substitutions or withdrawal notices received after the deadline for submission of bids will be ignored, and the submitted bid will deem to be valid.

A withdrawal notice also may be sent by email to tenders@cpstl.lk

1.16 CLOSING OF BIDS

Bids enclosed, sealed, marked & addressed as aforesaid shall be sent by courier or registered post or sealed cover to reach,

**The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Procurement Function
Ceylon Petroleum Storage Terminals Limited
01st Floor, New Building
Kolonnawa,
Wellampitiya**

Not later than 1400 hrs. on 13.08.2024 or could deposit in the tender box kept at the above address.

In case the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bidding documents in PDF format via email to tenders@cpstl.lk to reach on or before 1400 hrs. on 14.08.2024, subject to following conditions.

1. Submission of the bid via email is at own discretion of the bidder.
2. The title and the closing date of the tender shall be indicated as the subject of the email.
3. Size of an email (with attachment) shall be limited to the maximum of 20 MB. In case the size of an attachment exceeds 20 MB, the bidder is requested to split the attachments and send as separate emails (i.e. 01 of 03, 02 of 03 etc.,).
4. Do not CC/BCC to any other official/personal email IDs of CPSTL staff. Bids sent to any other email IDs are strictly not entertained.
5. However, the original bid shall be sent to CPSTL prior to finalize the technical evaluation.

Bids will be closed **at 1400 hrs. on 14.08.2024**

1.17 DEADLINE FOR SUBMISSION OF BIDS

The Chairman, DPC shall receive bids at the address specified under ITB Clause 1.10 not later than the time and date stipulated. The Chairman, DPC may at his discretion, extend this deadline for submission of bids by amending the bidding documents, in which case all rights and obligations are with the CPSTL and the bidders will thereafter be subjected to the deadline as extended.

1.18 LATE BIDS

Any bid received after the deadline for submission of bid will not be accepted and returned unopened to the Bidder.

1.19 OPENING OF BIDS

Bids will be opened immediately after the closing date and time fixed for receipt of bids at,

The office of Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Oil Installation
Kolonnawa,
Wellampitiya.

Or such other place as arranged if the Manager Procurement's Office is not available.

The Bid Opening Committee (BOC) as appointed by the DPC, will open the bids in the presence of the authorized representatives of the bidders via video conference method. Name of the bidders, bid prices, discounts, presence or absence of the requisite bid securities, and any other relevant information, which the BOC at its discretion, may consider to be appropriate, will be announced, at the opening.

1.20 MINIMUM VALIDITY PERIOD OF BIDS

All bids shall necessarily be valid for acceptance **minimum until 13.11.2024**. Bidders shall however, clearly indicate the maximum period that their bids would be valid. **A bid valid for a shorter period shall be rejected by the DPC as non-responsive.**

All prices indicated in the schedules of prices, Schedule "A" shall be firm & shall not be subject to any price variation within the period of validity stated above.

In exceptional circumstance, prior to the expiration of the bid validity period, the DPC may request bidders to extend the period of validity of their bids for a specified additional period.

The request and the bidders' responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of the bid and the validity of the bid security for the period of the extension, and in compliance with ITB Clause 1.20 in all respects. If a bidder does not agree for an unconditional extension of the validity of his bid, his bid shall be rejected without forfeiting the bid security.

On acceptance of the offer within the period of validity of the bid, the validity period shall be extended by another fourteen (14) days for purposes of issuing of Purchase Order and other required documentation.

Bids that do not comply with the above requirements will be rejected as non-responsive.

1.21 BID SECURITY

Each bid shall be accompanied by a bid security, undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period. Such security shall be,

- 1.21.1 in the form of a bank draft issued by a recognized commercial bank operating in Sri Lanka, or
- 1.21.2 in the form of a bank guarantee issued by a recognized commercial bank operating in Sri Lanka, or
- 1.21.3 in the form of a cash deposit to the CPSTL Cashier **for a minimum sum of Sri Lankan Rupees 600,000.00 (Six Hundred Thousand Sri Lankan Rupees)**

(The bank in Sri Lanka shall be an approved commercial bank with the authority of a license issued by the monetary board (Central Bank of Sri Lanka))

The bid security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **minimum until 11.12.2024.**

In case of a bank guarantee, it shall be furnished without a substantial departure to the format given in Annexure “B”.

Failure to submit the bid security at the time, or before the closing of the bids, and in accordance with the above said requirements, and in the format (in case of bank guarantee) provided will result in the bid being rejected.

In exceptional circumstance, prior to expiry of the period of validity of the bid, the DPC may request from the bidders to extend the period of validity of their bid securities for a specified additional period as described in ITB clause 1.20. If a bidder does not agree for an unconditional extension of the validity of his bid, his bid shall be rejected without forfeiting the bid security.

Bid securities of the unsuccessful bidders will be returned to them only after the award is made to the successful bidder. The bid security of the successful bidder will be returned only after receipt of the performance security.

1.22 LETTER OF AUTHORIZATION FROM INSURANCE COMPANY

Bids from the registered agent/broker representing Insurance Company, will not be considered unless they hold the **Letter of Authorization from the Insurance Company, empowering the authorized agent/broker to bid on behalf of them and to fulfil all the terms and conditions of the contract, in the event of the bid being awarded.**

Format of Letter of Authorization – Annexure “G” is attached.

In the event that the bidder is a registered insurance company, the Letter of Authorization is not required. *(if applicable)*.

If the bidder is the registered agent/ broker, he shall furnish the Letter of Authorization from the registered **Insurance company** as per the format Annexure “G”. *(if applicable)*.

Failure to submit the Letter of Authorization 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.

Nomination of an agent/broker after the submission of bid will not be valid and the name of the declared registered insurance company will not be changed at any time.

1.23 INSURANCE COVER BIDS FORMS (SCHEDULES OF PREMIUM)

The Bidder is required to duly sign and return the Insurance Cover Bids Form – marked **Schedule A** indicating their bids in detail.

Offered premium shall be in the form of Insurance Cover Bids Forms (Schedules of Premium) - marked **Schedule “A”** given in the bidding document and the bidder is required to duly fill, sign and return the same-

Bids not submitted on the prescribed form and in the manner required will be rejected.

1.24 DECLARATION

Bidders shall declare that they had read the conditions and that they make the bid in compliance with, and subject to all the conditions thereof, and agree to execute the contract/perform the services in accordance with the said conditions in the manner therein set out.

Bidders shall submit dully filled & signed **Form of Bid, Annexure “A”** along with the bid.

Failure to submit the duly filled & signed Form of Bid along with the bid at or before the closing time and date of the Tender and in accordance with above said requirements and in the formats provided, shall result in the bid being rejected.

1.25 PRELIMINARY EXAMINATION OF BIDS

The DPC will examine the bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the bids are generally in order. The DPC may, at its discretion call clarifications from bidders.

The request for clarification and the response shall be in writing within short period from the clarifications and no change in the price or substance of the bid shall be sought, offered or permitted.

Bidders shall promptly response to any query raised by the DPC by Fax/Email on the bid made by them at the evaluation stage of bids. Failure to response for these queries will be subject to rejection of bid.

1.26 CORRECTION OF ERRORS

Bids determined to be substantially responsive will be checked for any arithmetical error and errors will be corrected in the following manner.

- a) Where the discrepancy is between unit price and the line item total, resulting from multiplying the unit price by the quantity, the unit price as quoted shall prevail and the line item total shall be corrected, unless in the opinion of the DPC there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern, and the unit price shall be corrected.
- b) Where there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c) Where the discrepancy is between words & figures, the amount in words shall prevail, unless the amount expressed in word is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.
- d) The amount stated in the bidding document is adjusted in accordance with the above procedure with the concurrence of the bidder shall be considered as binding upon the bid. If the bidder does not accept the corrected amount of bid, his bid will be rejected.
- e) If the bidder does not accept the correction of errors, his bid shall be disqualified and his bid security may be forfeited.

1.27 EVALUATION OF BIDS

1.27.1 The DPC will carry out a detailed evaluation of the bids to determine whether the technical aspects are properly addressed, and the Bids are substantially responsive based on the following.

1.27.2 Lowest acceptable premium quoted within the given deductible range in the Insurance Cover Bids forms (any additional benefits other than given in this document will not be given preference in evaluation)

1.27.3 Financial position and the technical capability of the insurance provider
{Refer Instructions to Bidders – Clause 1.7.7 & 1.7.8}

All offers received will be examined to determine the eligibility of bidder's responded and substantial responsiveness of bids received. Only the bids determined to be substantially responsive will be evaluated and compared. Award will be made to the lowest substantive responsive evaluated bid. Incomplete bids will be rejected.

1.28 POWER TO ACCEPT OR REJECT BIDS

The DPC will not be bound to make the award to the bidder submitting the lowest bid. The DPC reserves the right to reject any or all bids, or any part thereof without assessing any reasons.

1.29 AWARDING CRITERIA

On a Bid or any part thereof being accepted, the CPSTL will notify such acceptance to the bidder in the form of a letter of award to the address given by him whose bid or part thereof has been accepted.

Upon such notification the successful bidder shall be deemed to have entered into contract with the CPSTL in the performance of the services for which his bid was accepted, on the basis of his bid and he shall there upon be deemed to be the contractor for the performance of the services.

If the successful contractor fails to enter into a formal contract with CPSTL within seven (7) days of notice as indicated above, his name will be placed on the list of defaulting contractors and the Company shall forthwith be entitled in its absolute discretion to make with such other person as it may think fit (whether with another bidder or not) at the risk and expense of the successful bidder, the arrangements required for the execution of the Contract for which the successful bidder's Tender shall have been accepted and shall be further entitled to recover from the successful tenderer all losses, costs, damages and expenses which the Company may sustain in consequence of such failure. The Bidder shall be also forfeited the Bid Security furnished by him along with the bid at the time of bidding

1.30 NOTICE OF ACCEPTANCE

Acceptance of the 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, soon after the receipt of the DPC decision. Any change of the mailing address of the bidder shall be promptly notified to the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

02. CONDITIONS OF CONTRACT (COC)

DUPLICATE

2.1 PERFORMANCE SECURITY

The successful bidder is required to provide a performance security to safeguard the CPSTL against non-performance of the contract. The successful bidder, on being notified by CPSTL of the acceptance of his bid, shall furnish at his own expense a performance security, in one of following forms within fourteen (14) days of such notification. Such performance security shall be,

- (i) in the form of a bank draft issued by a recognized commercial bank operating in Sri Lanka, or
- (ii) in the form of a bank guarantee issued by a recognized commercial bank operating in Sri Lanka, or
- (iii) in the form of a cash deposit to the CPSTL Cashier

for a minimum sum equivalent to 10% of the total contract value (inclusive of taxes) of the accepted bid in Sri Lankan Rupees (LKR).

(The bank in Sri Lanka shall be an approved commercial bank with the authority of a license issued by the monetary board (Central Bank of Sri Lanka))

In case of a bank guarantee, it shall be furnished without a substantial departure to the format given in Annexure “D”.

If the successful bidder fails to furnish the performance security as aforesaid, his name shall be placed in the list of defaulting bidders. CPSTL, shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such bid, at the risk & expense of the successful bidder.

The successful bidder, in the event of his failure to furnish the performance security as required, shall be liable for any losses, costs, expenses & damages, which CPSTL may sustain in consequence of such failure and the bid security, shall be forfeited.

Official Purchase Order shall be released only after the receipt of the performance security. The performance security shall be in favor of CPSTL and shall be unconditionally en-cashable on demand by CPSTL and **shall be valid for a period Fourteen (14) months from date of the confirmation of award**

In exceptional circumstances, prior to expiry of the period of validity of the performance security, CPSTL may request to extend the period of validity for a specified additional period, in order to meet the delivery schedule.

2.2 CONTRACT AGREEMENT

The successful bidder would be called upon to enter into an agreement with CPSTL after awarding the Tender. The contract shall be signed within seven (07) days from the date of Letter of Acceptance. A specimen of Contract Agreement is attached as per Annexure “E”.

In case, the DPC accepts the bid of registered agent/broker as per the evaluation criteria in the ITB 1.26, the contract agreement shall be signed by registered Insurance Company and the purchase order will be placed to same party.

2.3 MODE OF PAYMENT

Total premium shall be paid in Sri Lankan Rupees within 60 days, only after the signing agreement and successful activation of insurance policy in line with CPSTL requirements.

2.4 DEFAULTS BY SUCCESSFUL BIDDER

If for any reason, in the opinion of CPSTL, the successful bidder becomes incapable or unable to provide the service offered in his bid, CPSTL shall have the right to obtain such service from other sources without being liable in any manner whatsoever, to the successful bidder.

If the successful bidder, defaults in the service or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the service according to the specifications, he shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach.

The contractor/service provider in these circumstances shall also render himself liable to be placed in the list of defaulting bidders and be precluded from having any concern in CPSTL tenders

2.5 DISPUTES

Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be settled in accordance with the provisions of law governing like disputes and triable by court of law of The Democratic Socialist Republic of Sri Lanka.

2.6 FURTHER INFORMATION

Any other information or clarification required could be obtained from the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka on any working day, between 0900 hrs. and 1600 hrs. Sri Lanka local time (GMT+5.30) before the closing date of the bid.

Telephone : +94-11-2572156/ +94-11-2547238

Email : procure@cpstl.lk

**The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa,
Wellampitiya**

03. REQUIRED INSURANCE COVERAGE

DUPLICATE

3. REQUIRED INSURANCE COVERAGE

- 3.1 Type of Cover : Health Insurance
- 3.2 Policy Period : One Year (extendable, if required by CPSTL)
- 3.3 Coverage : 24 Hours Coverage
- 3.4 Geographic Limit : Within Sri Lanka
- 3.5 Beneficiaries : 3.5.1 Permanent Employees of CPSTL and Dependents
- 3.5.1
- 1. Family Unit**
- A. Employee
- Spouse
- Maximum two children (unmarried, unemployed and less than 25 years age)
- B. Employees (Unmarried)
- Parents
- 2. Individual**
- 3.5.2 Following employees are not covered under this insurance scheme.
- a. Retired
- b. Dismissed
- 3.6 Age Limit : Employee - below 60
- Spouse and parents - No age limit
- Children (unmarried & unemployed) - 25 years
- 3.7 Insured Amount : Schedule – A
- Maximum Rs. 100,000.00 per individual and total amount of Rs. 400,000.00 for the family unit.
- 3.8 Number of Employees : 3.8.1 Approximately, **Nos. 2173**(as at **31.10.2024**) of Covered employees as given in **Annexure C**
- 3.8.2 New inclusions as new employees, newborn to the family, spouse of the newly married are allowed with the annual premium. (Pro-rata basis)
- 3.8.3 Deletions – Due to resignation, retirements and dismissal premium is Charged on pro-rata basis if no claim has been made.
- 3.9 Settlement of Bills : Direct payment by the Insurer. However, if it exceeds the Insured limit, the excess will be reimbursed as agreed between the insurer and CPSTL.
- 3.10 An Admission : Prescribed medicines for 14 days from the date of discharge.
- Minimum of four (04) hours at the Hospital
- 3.11 Outpatient investigations : Max. Rs. 7500/=for the employee only (part of the annual limit)
- 3.12 Administration & Control : Entire control of Medical Insurance Scheme is the responsibility of the Insurer in consultation with the nominated officers of Human Resources Management Function of CPSTL.

- 3.13 Past Claim History : Can be arranged.
- 3.14 Pandemic Coverage : Any disease/illness of significance shall be covered under this scheme
- 3.15 Details of Claims : 1. Monthly report detailing **each claim details (individual or families)** shall be submitted to CPSTL by the Insurer within 30 days of the completion of each and every month with following information.
- a) Employee ID / EPF No.
 - b) Insured (employee/ family member) Name:
 - c) Claim Ref. No. / Policy No.
 - d) Date of admission / Time
 - e) Date of Discharge / Time
 - f) Claimant Hospital / location.
 - g) Cause of Hospitalization.
 - h) Total Bill Charges. (Including Professional Charges).
 - i) Net Claim paid by Insurer.
 - j) Total reimbursed from CPSTL/ Employee.
 - k) Any other details.
2. Any reimbursement claims be collected by the Insurer every week and they be reimbursed /deposited to the employee's account within two weeks"
3. Non-compliance / non-submission of above details on stipulated time frame will be a **major deviation** of condition of the contract.

04. SCHEDULES

DUPLICATE

INSURANCE COVER BID FORM (SCHEDULE OF PREMIUM)

4.1	ANNUAL INPATIENT BENEFIT	CPSTL requirement in Rupees	Insurer's Offer in Rupees
4.1.1	Limit per individual	100,000.00 Maximum	
4.1.2	Limit for the family (maximum 4 members)	400,000.00	
4.2	<u>INPATIENT BENEFITS (PRIVATE HOSPITALS)</u>		
4.3	<u>OTHER BENEFITS (PRIVATE HOSPITALS)</u>		
4.3.1	Normal Child Birth Cover (Maximum Limit) (Applicable to family unit or Married Employees)	Within Indoor Limit	
4.3.2	Cesarean Child Birth Cover (Maximum Limit) (Applicable to family unit or Married Employees)	Within Indoor Limit	
4.3.3	Maximum amount payable for instrumental child birth (Forceps and Vacuum delivery) (Applicable to family unit or married employee)	Within Indoor Limit	
4.3.4	Dental Surgeries under general Anesthesia (Doctor fee and other charges)	Within Indoor Limit	
4.3.5	Cover for OPD day surgeries/procedures without hospitalization (without time frame) and for special test to be done without hospitalization, cover for Pre and post-medication on recommendation by consultant /surgeon.	Within Indoor Limit	
4.3.6	Angiogram	Within Indoor Limit	
4.4	<u>INPATIENT BENEFITS (GOVERNMENT HOSPITALS)</u>		
4.4.1	Government Hospital (Non-paying wards) per day (Max. 15 days)	2,500.00	
4.4.2.	Expenses incurred on drugs purchased & tests, scans & x-rays undergone whilst admitted as an inpatient in a non-paying ward of a Government Hospital (subject to bills being produced).	Within Indoor Limit (including 4.4.1)	
4.4.3.	Government Hospital (paying wards)	Within Indoor Limit	
4.5	<u>OTHER BENEFITS</u>		
4.5.1	Cost of Lens kit for Cataract Surgery (maximum limit)	60,000.00	
4.5.2	Outpatient Investigations (Employee only –part of the employee's Indoor limit)	7,500.00	
4.5.3	Expenses for following tests without being admitted to the hospitals recommended by a consultant (MRI Scan, Endoscopy, Colonoscopy, Bronchoscopy, sigmoidoscopy, CT scan, cystoscopy, laparoscopy, investigations done with insertion of camera to the body, Exercise ECG / US scan or any other Radiological procedures).	Within Indoor Limit	

4.6	<u>PANDEMIC COVERAGE</u>		
4.6.1	Hospitalization for any disease/illness of significance (Maximum Limit)	Within Indoor Limit	
4.7	LIMITATION OF LIABILITY	Please specify	
4.8	EXCLUSION CLAUSES IF ANY	Please specify	
4.9	CONDITIONS IF ANY	Please specify	

DUPLICATE

SCHEDULE- A

No.	Annual Premium	Number of Units	Per Unit (Rs.) Cost	Total Amount (Rs)
1.	Individual			
1.1	Individuals (Total Family Members 01)	20		
1.2	Individuals ((Total Family Members 02)	56		
1.3	Individuals (Total Family Members 03)	120		
2.	Family (Maximum 4 members)			
2.1	Family (Member +Spouse) (Total Family Members 02)	258		
2.2	Family (Member +Spouse +Child) (Total Family Members 03)	512		
2.3	Family (Member +Spouse+ 2 Children) (Total Family Members 04)	757		
2.4	Family (Member +Spouse+ 3 Children) (Total Family Members 05)	369		
2.5	Family (Member +Spouse+ 4 Children) (Total Family Members 06)	49		
2.6	Family (Member +Spouse+ 5 Children) (Total Family Members 07)	05		
2.7	Family (Member +Spouse+ 8 Children) (Total Family Members 10)	01		
2.8	Family (Member + Child) (Total Family Members 02)	12		
2.9	Family (Member + 2 Children) (Total Family Members 03)	12		
2.10	Family (Member + 3 Children) (Total Family Members 04)	02		
3.	Total Premium excluding Other Charges (if any) and VAT			
4.	Other Charges (if any)			
5.	SSCL 2.5%			
6.	Total Premium excluding VAT – [TOTAL CARRIED TO “FORM OF BID”]			
7.	Add 18 % VAT			
8.	Total Premium including VAT			

Total premium for employees (In words) (Without taxes)

Details of the Bidder

Name of the Bidder :.....

Address :.....
.....
.....

Telephone :.....

Facsimile :.....

E-mail :.....

Signature of the Bidder:.....

Date:.....

(Company Seal)

DUPLICATE

05. ANNEXURES

DUPLICATE

FORM OF BID

The Chairman
 Department Procurement Committee (Major)
 C/o Procurement Manager
 01st Floor, New Administration Building
 Ceylon Petroleum Storage Terminals Limited
 Oil Installation
 Kolonnawa
 Wellampitiya

BID FOR HEALTH INSURANCE COVER FOR PERMANENT EMPLOYEES OF CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2024/2025 (KPR/42/2024)

1. I / We, the undersigned, having read and fully acquainted myself / ourselves with the contents of the Instructions to Bidders and General Terms and Conditions of Bid pertaining to the above Bid, along with Insurance Cover Bid Forms thereto, do hereby undertake to provide the policies referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a
- (i) total bid price **without VAT** as per the **SCHEDULE – A**

(in figures)

(in words)

The makeup of the aforesaid total Bid Price is given in the accompanying insurance Cover Bid Forms.

2. I / We confirm that this Bid shall be open for acceptance until **01.11.2024** and that it will not be withdrawn or revoked prior to that date.
3. I / We attach hereto the following documents as part of my/our Bid:
- a. General Terms and Conditions of the Bid duly signed and dated.
 - b. Form of Bid duly completed signed and dated.
 - c. Certified copies of the Memorandum and Articles of Association of the Insurer.
 - d. Certified copies of the Certificate of Incorporation or Business Registration.
 - e. Certified copies of certificate of registration with Sri Lanka Insurance Regulatory Commission.
 - f. The Audited Financial Statements for the last two consecutive years.
 - g. Documents required in General Terms & Conditions
 - h. A statement indicating :
 - (i) Location of the registered office and Telephone/Fax Nos. (Documentary proof to support).
 - (ii) Minimum of 05 years previous experience in the provision of similar policies and giving the names of institutions and the nature of covers etc.

4. I/We understand that you are not bound to accept the lowest Bid and that you reserve the right to reject any or all Bids or to accept any part of a Bid without assigning any reasons thereof.
5. We undertake to adhere to the Bidding conditions and other terms.

Dated this day of **2024** *[insert date of signing]*.

Name :.....
[insert complete name of the person signing the Form of Bid]

Signature :.....
[insert signature of the person whose name and capacity are shown]

in the capacity of
[insert legal capacity of the person signing the Form of Bid]

duly authorized to sign bids for and on behalf of
[insert complete name of the bidder]

Address :
.....
.....

(Common Company Seal)

FORMAT OF BID SECURITY (UNCONDITIONAL)

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

.....

[Insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]

Beneficiary: *Ceylon Petroleum Storage Terminals Limited Oil Installation Kolonnawa*

Date: *[Insert (by issuing agency) date]*

Bid Guarantee No: *[Insert (by issuing agency) number]*

Sum Guaranteed:*[insert (by issuing bank) the amount of the bank guarantee in figures & in words]*

We have been informed that *[Insert (by issuing agency) the 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 the **HEALTH INSURANCE COVER FOR THE PERMANENT EMPLOYEES OF CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2024/2025. (KPR/42/2024)** (“The Tender”).

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) of the Tender; or
- (c) having been notified of the acceptance of its Bid by CPSTL 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 Conditions of Contract (hereinafter “the COC”) of the Tender.

Cont....

This Guarantee shall expire:

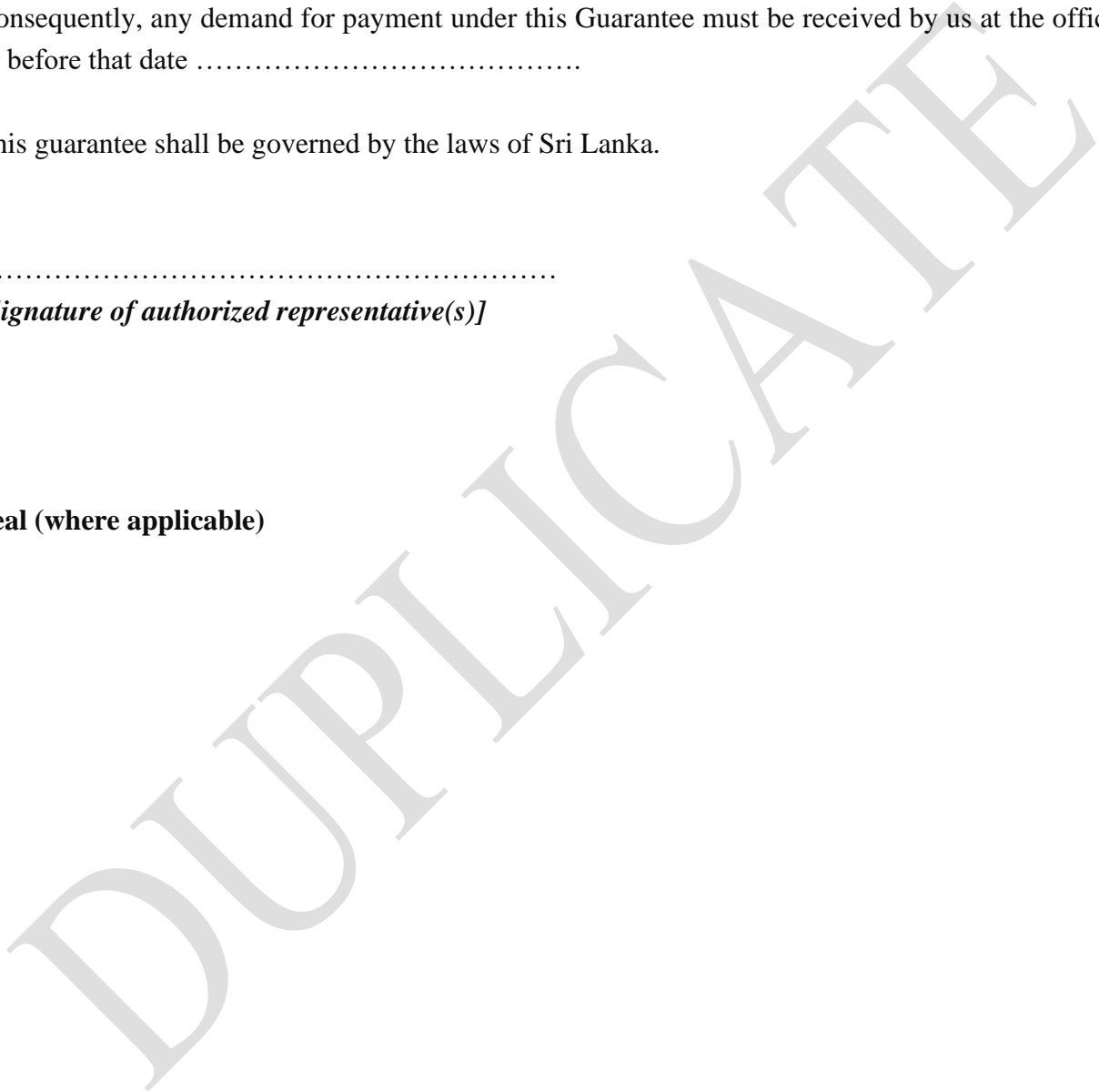
- (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to[insert (by issuing agency) the date (..... 2024)]

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

This guarantee shall be governed by the laws of Sri Lanka.

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

Seal (where applicable)



EMPLOYEE STRENGTH AND FAMILY DETAILS

S. No.	Employee Category	Member	Parents	Children	Spouse	Total Family Members	No of Employees as at 31.10.2024
1	Individuals	1	-	-	-	1	20
2	Individuals	1	1	-	-	2	56
3	Individuals	1	2	-	-	3	120
4	Family	1	-	-	1	2	258
5	Family	1	-	1	1	3	512
6	Family	1	-	2	1	4	757
7	Family	1	-	3	1	5	369
8	Family	1	-	4	1	6	49
9	Family	1	-	5	1	7	5
10	Family	1	-	8	1	10	1
11	Family	1	-	1	0	2	12
12	Family	1	-	2	0	3	12
13	Family	1	-	3	0	4	2
	Total						2173

FORMAT OF PERFORMANCE SECURITY (UNCONDITIONAL)

[The issuing agency, as requested by the successful Bidder, shall fill in this form in Accordance with the instructions indicated]

.....

[Insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]

Beneficiary: Ceylon Petroleum Storage Terminals Limited Oil Installation Kolonnawa

Date: [Insert (by issuing agency) date]

Performance Security No.: [Insert (by issuing agency) number]

Sum Guaranteed: [Insert (by issuing bank) the amount of the bank guarantee in figures & in words]

We have been informed that [Insert (by issuing agency) name of the Service Provider] (Hereinafter called “the Service Provider”) has entered into Contract No. KPR/42/2024 dated [Insert date of bid] with you, for the HEALTH INSURANCE COVER FOR THE PERMANENT EMPLOYEES OF CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2024/2025. (KPR/42/2024) (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 *Service Provider*, we [insert (by issuing agency) the name of the issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[insert (by issuing agency) the amount in figures][insert (by issuing agency) the 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 theday of, 2024[Insert (by issuing agency)date, fourteen (14) months beyond the scheduled completion date] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee shall be governed by the laws of Sri Lanka.

.....

[Signature of authorized representative(s)]

Seal (where applicable)

FORMAT OF CONTRACT AGREEMENT – KPR/42/2024

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND M/S. -----FOR THE PROVISION OF HEALTH INSURANCE COVERS FOR PERMANENT EMPLOYEES OF CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2024/2025 – TENDER REF NO: KPR/42/2024

This contract agreement is made and entered into this ----- between the Ceylon Petroleum Storage Terminals Limited incorporated under the provisions of the conversion of public corporation or Government owned business undertaking into public companies Act No. 23 of 1987 and Companies Act No.07 of 2007, having its registered office at Oil Installation, Kolonnawa, Sri Lanka (*hereinafter called and referred to as the “CPSTL” which terms of expression as herein used shall where this context so requires and admits mean & include the said Ceylon Petroleum Storage Terminals Limited & its successors & assigns*) as one part and M/S ----- (*hereinafter called the “Service Provider” which terms of expression as herein used shall where this context so requires and admits mean & include the said M/s ----- & its successors & assigns*) as the other part.

WHEREAS CPSTL invited bids for **THE PROVISION OF HEALTH INSURANCE COVERS FOR PERMANENT EMPLOYEES OF CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2024/2025** under the **Tender Ref No: KPR/42/2024** (*hereinafter called and referred to as “the Contract”*) and has accepted a bid by the Service Provider for the Contract in the total sum of **Rs. XXXXXXX + VAT (Rs. XXXXXX)** (*hereinafter called and referred to as “the Total Premium”*), and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the CPSTL and the Service Provider and each shall be read and construed as an integral part of the Contract:
 - i. This Contract agreement
 - ii. Instruction to bidders
 - iii. Conditions of Contract
 - iv. Insurance Requirements (including Schedules and “Required Insurance Coverage”)
 - v. The Service Provider’s Bid and original Price Schedules
 - vi. The CPSTL’s Notification of Award
 - vii. Clarification and responses of bid
 - viii. Negotiation memo (if any)

Cont.

3. This Contract shall prevail over all other Contract documents including insurance policies. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the CPSTL to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the CPSTL to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The CPSTL hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Total Premium as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above

For and on behalf of the Service Provider

For and on behalf of CPSTL

.....

.....

Authorized Signature of the Service Provider

Authorized Signature of CPSTL

(SEAL)

(SEAL)

In the presences of witness:

1. Name & NIC No :

Signature :

Address :

2. Name & NIC No :

Signature :

Address :

FORMAT OF SIGNATURE AUTHORIZATION

[The Bidder shall fill this Form in accordance with the instructions indicated. This letter of signature authorization shall be on the letterhead of the bidder and shall be signed by the Proprietor/Partner(s)/Chairman/ Director(s) of the company and affixed by the common seal of the company. Particulars proving the ownership of the company/ Board of directors shall be submitted along with this Signature Authorization Letter]

Date: *[Insert date]*.

Name of Tender : **PROVISION OF HEALTH INSURANCE COVERS FOR PERMANENT EMPLOYEES OF CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2024/2025**

Tender Ref : **KPR/42/2024**

To: The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Procurement Function
Ceylon Petroleum Storage Terminals Limited
01stFloor, New Building
Oil Installation
Kolonnawa,
Wellampitiya.

WHEREAS

We, *[insert complete name of the bidder]*, having registered office at.....*[insert full address of the bidder]*, do hereby authorize following person to represent the company in submitting the bid for **PROVISION OF HEALTH INSURANCE COVERS FOR PERMANENT EMPLOYEES OF CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2024/2025**, and if successful, to sign the respective agreement/contract, and to subsequently negotiate, with CPSTL.

Name *[insert name of the authorized person to sign the bid/contract]*

.....

Signature *[insert signature of the authorized person who sign the bid/contract]*

Designation *[insert designation of the authorized person who sign the bid/contract]*

Name of the (Proprietor/Partner/Chairman/Director)

Designation:

Signature:

Company Seal (Rubber Stamp):.....

FORMAT OF LETTER OF AUTHORIZATION

[The Bidder shall require the Registered Insurance Company to fill in this Form in accordance with the instructions indicated. This letter of authorization shall be on the letterhead of the registered insurance company and shall be signed by a person with the proper authority to sign documents that are binding on the Insurer.]

Date: [insert date]

Name of Tender : **THE PROVISION OF HEALTH INSURANCE COVERS FOR PERMANENT EMPLOYEES OF CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2024/2025**

Tender Ref : **KPR/42/2024**

To: The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Procurement Function
Ceylon Petroleum Storage Terminals Limited
01st Floor, New Building
Oil Installation
Kolonnawa,
Wellampitiya.

WHEREAS

We, [insert complete name of the bidder], having registered office at.....[insert full address of the bidder], do hereby authorize following person to represent the company in submitting the bid for **PROVISION OF HEALTH INSURANCE COVERS FOR PERMANENT EMPLOYEES OF CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2024/2025**, and if successful, to sign the respective agreement/contract, and to subsequently negotiate, with CPSTL.

Name [insert name of the authorized person to sign the bid/contract]

Signature [insert signature of the authorized person who sign the bid/contract]

Designation [insert designation of the authorized person who sign the bid/contract]

Name of the (Proprietor/Partner/Chairman/ Director)

Designation:

Signature:

Company Seal (Rubber Stamp):.....

COMPLIANCE / DEVIATIONS SHEET

Please mark “✓” if complied with the tender requirement or mark “X” if there is any deviation and indicate the deviation in the cage provided.

S No	Specification / Condition	Complied	Deviations
1	Validity Period of Bid as per ITB clause 1.20		
2	Bid Security as per ITB clause 1.21		
3	Letter of Authorizations as per ITB clause 1.22		
4	Signature Authorization Letter – as per ITB 1.12		
5	Duly filled, stamped & signed Schedule of Premium as per Schedule “A”		
6	Duly filled, stamped & signed Form of Bid as per Annexure “A”, submitted		
7	Compliance with Performance Security as per Annexure “D”, in case of award.		
8	Compliance with Contract Agreement as per Annexure “E”, in case of award.		
9	Compliance with Mode of Payment as per COC clause 2.3		
10	Compliance with other clauses of ITB.		
11	Required Insurance Coverage as per clause 3.0		
12	A valid copy of Certificate of Business Registration issued by the Registrar of Companies in Sri Lanka, submitted, if required as per ITB clause 1.6.		
13	Form PCA3 issued by Registrar of Public Contract, submitted (if required)		
14	All other documentary requirements/details as requested on ITB		

Signature of the Bidder: Date:.....

(Company Seal)