

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

National Competitive Bidding

RETREADING OF 2800 NOS OF DIFFERENT SIZES OF TYRES FOR THE YEAR 2025/2026

PUBLIC TENDER: KPR/14/2025

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

TEL : +94-11-25750764FAX : +94-11-2074299E-Mail : procure@cpstl.lk



INVITATION FOR BIDS (IFB) CEYLON PETROLEUM STORAGE TERMINALS LIMITED

RETREADING OF 2800NOS. OF DIFFERENT SIZES OF TYRES FOR THE YEAR 2025/2026

BID REF NO: KPR/14/2025

The Chairman, Department Procurement Committee (Minor) on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya hereby invites sealed bids from eligible parties for the above Bid.

Interested parties may refer the bidding document (only for viewing purpose) and obtain necessary information through the CPSTLwebsite 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 up to 09.04.2025, upon payment of a non-refundable Bidding Document fee of Twelve Thousand Sri Lankan Rupees (LKR 12,000.00) 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 (Minor), 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 10.04.2025.

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 10.04.2025, 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. 10.04.2025 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 Thursday 27th March 2025 at the Board room CPSTL, Oil Installation, Kolonnawa.

Bid shall be valid till **10.07.2025** from the date of opening of the bid.

Bid shall be accompanied by a bid security of Rupees Five Hundred Thousand 500,000.00 and shall be valid until 07.08.2025 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 (Minor)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa
Wellampitiya.

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1. INSTRUCTIONS TO BIDDERS (ITB)

01. INSTRUCTIONS TO BIDDERS (ITB)

1.1 INTRODUCTION

The Chairman, Department Procurement Committee, (Minor) on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Wellampitiya, will receive sealed bids for the RETREADING OF 2800 NOS OF DIFFERENT SIZES OF TYRES FOR THE YEAR 2025/2026. (Details are given in price schedule – Schedule "A"), conforming to the Terms & Conditions given under this bidding document.

1.2 ELIGIBILITY CRITERIA

- **1.2.1 Experience** Shall have performed at least one similar work of same magnitude within last five years.
- **1.2.2** Capacity Shall be capable of retreading & delivery of minimum 300 Nos. of different sizes of Tyres to Ceylon Petroleum Storage Terminals Limited per month.
- **1.2.3 Standards** Shall possess valid ISO standard certificate for the retreading process.
- 1.2.4 Process Precure cold process certificate (temperature shall be 100 C of to 110 C o

1.3 CONTENT OF BIDDING DOCUMENT

Bidding document consists of the following:

- Invitation for Bids (IFB)
- Instructions to Bidders (ITB)
- Conditions of Contract (COC)
- Scope of supply

•	Schedule of Prices	- Schedule	"A"

• Form of Bid - Annexure "A"

• Format of Bid Security - Annexure "B"

• Format of Performance Security - Annexure "C"

• Format of Contract Agreement - Annexure "D"

• Form of Signature Authorization - Annexure "E"

• Compliance/Deviations sheet - Annexure "F"

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 <u>ISSUE OF BIDDING DOCUMENTS</u>

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. up to 09th April 2025, upon payment of a non-refundable Bidding Document fee of Twelve Thousand Sri Lankan Rupees (LKR 12,000.00) for each.

1.5 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION

Bidder 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.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).

- i. An agent, sub-agent, representative or nominee must be registered **prior to the closing** of the Bid/Tender.
- ii. 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)

1.6 DOCUMENTS AND DETAILS TO ACCOMPANY BID

The bidder must furnish all the required documents/details given below for evaluation purposes and failure to furnish the required documents and details along with the bid will result in the bid being rejected.

- **1.6.1** Duly completed & signed **Schedule of Prices** as per ITB clause 1.14– Format: Schedule "A".
- **1.6.2** Duly completed & signed **Form of Bid** as per Annexure "A".
- **1.6.3 Bid security** as per ITB clause 1.16. Format Annexure. "B"

- **1.6.4 Signature Authorization** Authorization letter from the company (Bidder) authorizing the signatory for signing the bid on behalf of the company (Signees signature to be authorized on the company letter head). As per ITB clause 1.6.4. and Annexure "E"
- **1.6.5** A letter to certify the capacity of retreading (To be authorized on the company letter head)
- **1.6.6** The warranty period offered & warranty mileage conditions (To be specified by a covering letter in the letter head).
- 1.6.7 Detailed profile of the company of the bidder along with a valid copy of Certificate ofBusiness Registration issued by the Registrar of Companies in Sri Lanka.
- 1.6.8 i. Certified copy of ISO Standard Certificate/s
 - ii. Precured cold process certificate (temperature shall be 100 C $^{\rm 0}$ to 110 C $^{\rm 0}$)
 - iii. Covering letter confirming that they use Good quality belt as per SOS 3.2.1
- **1.6.9** Documentary proof for recent supplies made to Government or private organizations in similar magnitude.
- **1.6.10** All other details and documentary requirements as requested under this tender.
- **1.6.11** Copy of receipt of the non-refundable bidding document fee of Twelve Thousand Sri Lankan Rupees (LKR 12,000.00).
 - All documentation/correspondence/catalogues/literatures shall be furnished in English language.

1.7 FORMAT & SIGNING OF BID

- 1.7.1 The bidder shall prepare an original and a duplicate of the bid specified above, clearly marking as, RETREADING OF 2800 NOS OF DIFFERENT SIZES OF TYRES FOR THE YEAR 2025/2026. CLOSING DATE 10.04.2025 original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.
- 1.7.2 Bidder shall incorporate a Signature Authorization letter along with his/her bid, which is authorizing a person/s 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 Management of the company and the person/s 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.

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

1.8 SEALING, MARKING & SUBMISSION OF BID

1.8.1 Bidder shall quote his/her prices in the annexed "Schedule of Prices" and forward same in duplicate. The original & duplicate copy of the bid shall be placed in separate envelopes marked "ORIGINAL" & "DUPLICATE". Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "RETREADING OF 2800 NOS OF DIFFERENT SIZES OF TYRES FOR THE YEAR 2025/2026. – CLOSING DATE "10.04.2025" on the top left-hand corner, and addressed to

The Chairman

Department Procurement Committee (Minor)

C/o Procurement Manager

Procurement Function

01st Floor, New Building

Ceylon Petroleum Storage Terminals Limited

Oil Installation

Kolonnawa,

Wellampitiya

or bidder could deposit his/her bid in the tender box kept at the main entrance of CPSTL.

- **1.8.2** If the outer envelope is not sealed and marked as required above, CPSTL will assume no responsibility for the bid being misplaced or premature opening.
- 1.8.3 Bid submissions through emails are not entertained. However, only the clarifications, data sheets & product literature/catalogues can be made through email address procure@cpstl.lk.
- **1.8.4** Bidder shall declare that he/she had read the conditions and that he/she makes 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, and in terms of this bid. **Form of bid, Annexure "A"** is attached.

1.9 <u>DEADLINE FOR SUBMISSION OF BIDS</u>

Chairman, Department Procurement Committee, shall receive bids at the address specified under ITB clause 1.7 not later than the time and date stipulated. Chairman, Procurement Committee, May at his discretion, extend this deadline for submission of bids, by amending the bidding document, in which case all rights and obligations of Department Procurement Committee and the bidders will thereafter be subjected to the deadline as extended.

1.10 <u>LATE BIDS</u>

Any bid received by the Chairman, Department Procurement Committee, after the deadline for submission of bids, will not be opened and returned unopened to the bidder.

1.11 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

- **1.11.1** The bidder may modify, substitute or withdraw his/her bid after submission, provided that written notice of the modification, substitution or withdrawal is received by CPSTL, prior to the dead line prescribed for bid submission.
- **1.11.2** The bidder's modification or substitution shall be prepared, sealed, marked and despatched as follows:

The bidder shall provide an original and a duplicate, as specified in the ITB clause 1.7 if any modification or substitution to his/her 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 - RETREADING OF 2800 NOS OF DIFFERENT SIZES OF TYRES FOR THE YEAR 2025/2026. – CLOSING DATE at 1400hrs on 10.04.2025.

1.11.3 A bidder wishing to withdraw his/her bid shall notify CPSTL in writing by post or by hand at the address which is indicated in ITB clause 1.7, prior the deadline for submission of bids. The notice of withdrawal shall bear the bid name and the words "BID WITHDRAWAL NOTICE".

1.11.4 Bid modifications, substitutions and withdrawal notices shall be sent to reach the address which is indicated in ITB Clause 1.7, or by email to tenders@cpstl.lk, not later than the deadline for submission of bids.

In case of submission of bid modifications, substitutions and withdrawal notices by email, the original notices shall be securely kept to be submitted to the Manager Procurement-CPSTL, when requested.

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.

1.12 CLOSING & OPENING OF BIDS

- 1.12.1 Bid enclosed, sealed, marked & addressed as aforesaid shall be sent by post/courier under registered cover or sealed cover to reach the Chairman, Department Procurement Committee, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya not later than1400 hrs. on 10.04.2025 or could deposit in the tender box kept at the main entrance of CPSTL.
- 1.12.2 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 10.04.2025, 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. E-mails shall be sent well in advance enabling CPSTL to get such bids printed & sent to the opening table in time.
 - 6. Original bid shall be kept secured in the custody of the bidder and shall be submitted when requested by CPSTL, if the need arises.

Bids will be closed at 1400 hours on 10.04.2025 and opening immediately thereafter at the Procurement Function, 1st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya,

1.12.3 The Chairman, Department Procurement Committee (Minor) or his nominated representative will open the bids, the officer who opens the bids will read out the bidder's names, bid prices, and the presence or absence of the requisite bid security and other such details at the opening. Technical data, specifications or similar particulars will not be divulged.

1.13 <u>AMENDEMENTS/ CLARIFICATION OF BIDDING DOCUMENT</u>

- **1.13.1** The Chairman, Department Procurement Committee (Minor) reserves the right to issue amendments to the bidding document and when deemed necessary up to one (01) week prior to the deadline for submission of bids.
- 1.13.2 A prospective bidder requiring any clarification regarding the provisions or terminology of the bidding document or having any objection/complaint, shall notify CPSTL, in writing by hand or by post or by email to the addresses which are indicated in ITB clause 1.7 not later than two (02) weeks prior to the deadline for submission of bids. CPSTL shall respond to any such clarifications, objections or complaints to all prospective bidders who have collected bidding documents, including description of the inquiry but without identifying its source, within one (01) week prior to the closing of the tender.
- **1.13.3** Questions and answers will not form part of the bid 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.
- **1.13.4** All correspondence shall be addressed to the mailing address or email address which are indicated in ITB clause 1.7 and shall not be personally addressed to any officer. Such correspondence shall not be entertained and shall be considered as a disqualification.
- **1.13.5** Where a bidder has not sought any clarifications/information such bidder shall be deemed to have accepted the bidding document in full.

1.14 SCHEDULE OF PRICES

- **1.14.1** Schedule of Prices shall be in the form of the Schedule "A" given in the bidding document and the bidder is required to duly complete, sign and return the same.
- **1.14.2** Bids not submitted on the prescribed form and in the manner required are liable for rejection.

1.15 PERIOD OF VALIDITY OF BID

- **1.15.1** The bid shall be valid **until 10.07.2025** Bidder shall however, clearly indicate the maximum period that his/her bid would be valid. A bid valid for a shorter period shall be rejected by the Department Procurement Committee as non-responsive.
- 1.15.2 In exceptional circumstances, CPSTL may request that the bidders extend the period of validity 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 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 or executing the bid-securing declaration as appropriate.
- **1.15.3** All the prices indicated in the price Schedule "A" shall be firm & shall not be subject to any price variation within the period of validity stated above.
- **1.15.4** On acceptance of the bid, prior to expiry of the period of validity of the bid, the validity period should be extended for purposes of the required documentation if necessary.

1.16 **BID SECURITY**

1.16.1 Each bid shall be accompanied by a bid security, undertaking that the bid will be held valid for the specified period, and that the bid will not be withdrawn during that period. Such security shall be in the form of a bank draft or a bank guarantee issued by, reputed commercial bank operating in Sri Lanka, and payable to CPSTL on demand, for a minimum sum of five Hundred Thousand Sri Lanka Rupees (LKR 500,000.00). 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)

- **1.16.2** The bid security shall be valid **until 07.08.2025** the format of bid security guarantee (in case of a bank guarantee) is attached, Annexure "B".
- **1.16.3** 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 provided (in case of bank guarantee), will result in the bid being rejected.
- **1.16.4** Bid securities of the unsuccessful bidders shall be returned promptly upon successful bidder furnishing the performance security.

1.17 PRELIMINARY EXAMINATION OF BIDS

- **1.17.1** The Department Procurement Committee, (Minor) will make arrangements to 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. CPSTL may, at its discretion call clarifications from bidders.
- **1.17.2** The request for clarification and the response shall be in writing within the specified period and no change in the price or substance of the bid shall be sought, offered or permitted.
- **1.17.3** Bidder shall promptly response to any query raised by CPSTL by Fax/ Email on the bid made by him/her at the evaluation stage of bids. Failure to response for these queries will be subjected to rejection of bid.

1.18 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.

- **1.18.1** Where the discrepancy is between the amount in figures and the amount in words, the amount in words will prevail.
- 1.18.2 Where the discrepancy is between unit rate and the line total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Department Procurement Committee (DPC)/Technical Evaluation Committee (TEC) there is an obvious gross misplacement of the decimal point in the rate, in which case the line item total as quoted will govern, and the unit rate will be corrected. The adjusted bid price after making corrections shall be treated as the bid price.
- **1.18.3** The bid price adjusted as per cl.1.18.2 shall be considered as the corrected bid price.

The amount stated in the form of bid shall be 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 agree for such adjustment, his/her bid shall be rejected without affecting the bid security.

1.19 EVALUATION OF BIDS

- 1.19.1 The Department Procurement Committee, Minor) will carry out a detailed evaluation of the bids to determine whether the Technical aspects are properly addressed, and the bids are substantially responsive. Substantially responsive bid is one, which conforms to the terms & conditions and specifications of the bidding document. Incomplete bids will be rejected.
- 1.19.2 The Department Procurement Committee, (Minor) with the approval of the Chairman, Department Procurement Committee, may seek clarification or additional information from any bidder in regard to specifications except for prices. In the absence of any response from the bidder, within the specified period, the Department Procurement Committee reserves the right to make its own decision.
- **1.19.3** Only the bids determined to be substantially responsive will be evaluated and compared. Award will be made to the substantially responsive, lowest evaluated bid.

1.20 SELECTION CRITERIA

Selection will be based on the

- i. Compliance to eligibility as per clause 1.2
- ii. Required width for each different belt sizes (in millimeters) as per clause 3.2.1
- iii. Compliance to Minimum required Warranty mileage in kilometers (offered in the bid)
 - 900 x 20 Cross Ply PR 14 14,000 km
 - 1100 x 20 Cross Ply PR 16 18,000 km
 - 295/80R 22.5 16 PR 25,000 km
- iv. Compliance to minimum Cost per km

In order to avoid unrealistic offered warranty mileage by bidders, the following **maximum mileage** are considered as offered warranty mileage for the evaluation purpose.

- 900 x 20 Cross Ply PR 14 15,400 km
- 1100 x 20 Cross Ply PR 16 19,800 km
- 295/80R 22.5 16 PR 27,500 km

However, Department Procurement Committee, reserves the right to accept full/part or reject the offers.

1.21 DEPARTMENT PROCUREMENT COMMITTEE'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- **1.21.1** The Department Procurement Committee (Minor) will not be bound to make the award to the bidder submitting the lowest bid.
- 1.21.2 The Department Procurement Committee (Minor) reserves the right to reject any or all bids, or any part thereof without assessing any reasons. The Department Procurement Committee may accept any or all items of the bid and reserves the right to increase or decrease the quantity of the items to be contracted for, at prices indicated in the schedule of prices.
- **1.21.3** The Department Procurement Committee (Minor) also reserves the right to split and award the contract depending on the bid prices and technical compliance of service offered.

1.22 AWARDING CRITERIA

The Department Procurement Committee, (Minor) shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive, lowest evaluated bid based on the cost per KM of Selection Criteria 1.20, provided that the bidder is determined to be qualified to perform the contract satisfactorily only for a **period of Twelve (12) months.** (Possible to be extended under special circumstances upon CPSTL requirement)

1.23 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/her, soon after the receipt of the Department Procurement Committee decision. Any change of the mailing address of the bidder should be promptly notified to,

The Chairman

Department Procurement Committee (Minor)

C/o Procurement Manager

Procurement Function

01st Floor, New Building

Ceylon Petroleum Storage Terminals Limited

Oil Installation, Kolonnawa,

Wellampitiya.

02. CONDITIONS OF CONTRACT (COC)

02. CONDITIONS OF CONTRACT (COC)

2.1 <u>PERFORMANCE SECURITY</u>

2.1.1 The successful bidder, on being notified by CPSTL of the acceptance of his/her bid, shall furnish at his/her own expense a performance security, in the form of bank draft or bank guarantee, within fourteen (14) days of such notification, which is issued by, reputed commercial bank operating in Sri Lanka and payable to CPSTL on demand, in a sum equivalent to 10% of the total contract value (inclusive taxes) of the accepted bid. In case of a bank guarantee, the performance security shall be furnished without a substantial departure to the format given in Annexure "C".

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)

- **2.1.2** If the successful bidder fails to furnish the performance security as aforesaid, his/her name shall be placed in the list of defaulting suppliers. 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 bidder.
- **2.1.3** The successful bidder, in the event of his/her 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.
- 2.1.4 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 valid for a period fifteen(15) months from date of the confirmation of award.

2.2 CONTRACT AGREEMENT

The successful bidder would be called upon to enter into an agreement with CPSTL after successful award. A specimen of Contract Agreement as per Annexure "D".

2.3 COMPLIANCE OF CONTRACT

The contract should be carried out by the Contractor (herein after referred as Retreader) as per Conditions of Contract, as advised by the Ceylon Petroleum Storage Terminals Limited and in liaison with the officials of the Ceylon Petroleum Storage Terminals Limited to ensure

minimum inconvenience to the routine work of the Ceylon Petroleum Storage Terminals Limited.

2.4 **DELIVERY**

Collection of worn out Tyres and acceptance of Tyres after retreading will be made in the Zone 09, Oil Installation, Kolonnawa of the Ceylon Petroleum Storage Terminals Limited. The selected contractor shall retread and deliver minimum of 350 nos. of different types of Tyres per month. Delivery should be completed within 12 months.

Successful bidder/s shall deliver to Kolonnawa & Lanka Bulk Depots (LBDs) as follows:

S/N	Locations	Size	e & Quantity (N	os)	Location wise Total
		1100x20	900x20	295x80	(Nos)
1	Kolonnawa	1680	180	400	2260
2	Kurunagala	120	-	-	120
3	Anuradapura	140	-	-	140
4	Peradeniya	180	20	-	200
5	Galle	80	-	-	80
	Total	2200	200	400	2800

2.5 SECURITY & SAFETY

The Retreader or / and his representative/s or /and employee/s shall adhere to the security and safety regulations of the Ceylon Petroleum Storage Terminals Limited when he/they is/are in the premises of the Ceylon Petroleum Storage Terminals Limited.

2.6 PAYMENTS AGAINST CONTRACT

All payments will be made by cheques written in favor of business name of the Retreader and forwarded by registered post to the address of the Retrader, any request for cancellation of crossing of cheques will not be considered.

Payment for each category of tyres will be made after deducting penalties (if any) as per COC 2.7

Any payment term requiring advance payments will not be acceptable to CPSTL.

2.7 PENALTY AGAINST TYRE PERFORMANCE

CPSTL will monitor the performance of retreaded Tyres delivered by the Retreader and shall comply the minimum offered kilometers specified in clause 1.20

In the event if the Retreader fails to satisfy above condition, a penalty fee shall be charged from each tyre on pro-rata basis as per following formula.

Penalty =
$$\left(1 - \frac{AM}{oW}\right) x CR$$

AM- Actual mileage in km

OW- Offered warranty mileage in km (Maximum 10% of CPSTL warranty mileage)

CR- Cost per retreading tyre (Unit price)

Retreader is not entitled for any extra payment in the event the tyre performs more than warranty kilometers specified as per clause 1.20

The above penalties shall be recovered from the payment make to Retreader, if the penalty charges exceeding the amount of payments made to refer that balance amount shall be recovered from performance security.

2.8 CONTRACT NOT TO BE SUBLET

The successful bidder shall not assign or sublet without the written authority of the Chairman, Department Procurement Committee; his obligations to supply the services bided and agreed for. If any part of his obligation has been assigned or sublet with written authority, he will nevertheless be held responsible for the due performance of the part assigned or sublet.

2.9 <u>DEFAULTS BY SUCCESSFUL BIDDER</u>

- **2.9.1** If for any reason, in the opinion of CPSTL, the successful bidder becomes incapable or unable to supply the services offered in his/her bid, CPSTL shall have the right to obtain such service from other sources without being liable in any manner whatsoever, to the successful bidder.
- 2.9.2 If the successful bidder, defaults in the supply of service or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the supply of Tyres after retreading according to the specifications, he/she shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach.

2.9.3 If for any reason in the opinion of the Ceylon Petroleum Storage Terminals Limited the

Retreader becomes incapable or unable to carry out the services offered or default in his

/their service or otherwise commit/s a breach of any provision of the contract with the

Ceylon Petroleum Storage Terminals Limited, the performance security will be forfeited

and name/s of such Retreader will be placed in the list of defaulting contractors.

2.10 TERMINATION

The Ceylon Petroleum Storage Terminals Limited shall reserve the right to terminate the

contract in the event the successful Retreader defaults his service and hall reserve to obtain

such service from other sources without being liable in any manner whatsoever to the

Retreader.

2.11 FORCE MAJEURE

Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion, Revolution,

Insurrection, Military power, Earthquake, Plagues or Tsunami, the bidder shall undertake all

risks and liabilities of whatsoever kind arising out of incidentals or connected with the

contractor.

2.12 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

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.

2.13 FURTHER INFORMATION

Any other information or clarification required could be obtained from the Procurement Manager,

Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil

Installation, Kolonnawa, Wellampitiya on any working day, between 0900hrs and 1600 hrs. before the

closing date of bid.

Telephone : +94-11-2547238/ +94-11-572156

procure@cpstl.lk

The Chairman.

Department Procurement Committee (Minor)

C/o Procurement Manager

Email

Procurement Function

01st Floor, New Building

Ceylon Petroleum Storage Terminals Limited

Kolonnawa, Wellampitiya

3. SCOPE OF SUPPLY (SOS)

3. SCOPE OF SUPPLY (SOS) AND SERVICE

3.1 SCOPE OF SUPPLY BY CPSTL

CPSTL stores representatives will arrange the gate passes for the contractor's personnel and vehicle assigned to the work on request of the contractor. CPSTL shall make available the specified quantities of Tyres to be retreaded by the contractor.

3.2 CONTRACTOR'S SCOPE OF SUPPLY OF SERVICE

3.2.1 RETREADING OF TYRES

The Tyres collected from CPSTL shall be retreaded utilizing **procured process** in the satisfactory manner and returned to Ceylon Petroleum Storage Terminals Limited within the Period specified or as directed by Ceylon Petroleum Storage Terminals Limited.

Successful Retreaders shall be used the good quality belt for the different size of Tyres as follows:

Tyres size	Minimum Belt width
1100x20 Cross PLY PR 16	203 mm (8 Inch)
295/80R 22.5 16 PR	228 mm (9 Inch)
900x20 Cross Ply PR 14	190 mm (7 ½ Inch)

3.2.2 IDENTIFICATION OF TYRES

Retreaded Tyres shall permanently / in legibly/ legibly be marked with Retreader's name of his trade mark and a code to indicate the number of times of the Tyres that had been retreaded.

3.2.3 REJECTON OF TYRES

Worn out Tyres should be inspected by the Retreader or and his representative /s prior to collecting / removing the Tyres for retreading. Unsuitable Tyres, if any should not be taken to the factory of the Retreader. The Tyres, if any, that are found unsuitable for retreading at the factory should also be returned to the Ceylon Petroleum Storage Terminals Limited. Serial Nos. and Size of the Tyres rejected and the reason for rejection should be officially notified to the Manager (Stores)- Oil Installation, Kolonnawa.

3.2.4 TRANSFER DOCUMENTS

Preparation of transfer document of the worn out Tyres will be done by the Ceylon Petroleum Storage Terminals Limited. Acknowledgement of receipt of retreaded Tyres as per the delivery notes of the Retreader will be done by the Ceylon Petroleum Storage Terminals Limited. The original and a copy of the delivery note should be handed over to the Ceylon Petroleum Storage Terminals Limited. Any tyre without serial numbers should not be removed.

3.2.5 TRANSPORTATION OF TYES

Loading unloading & transporting of Tyres to and from the factory should be done by the Retreader at his own expense.

3.3 LOSS & DAMAGE

Any loss or damage to the Tyres of the Ceylon Petroleum Storage Terminals Limited in the process of retreading should be compensated by the Retreader.

The Ceylon Petroleum Storage Terminals Limited will not be liable in compensation for any loss or damage to the property and accidents of any kind suffered by personnel of the Retreader in executing the contract.

The Retreader shall indemnify the Ceylon Petroleum Storage Terminals Limited for any third party claims in the event of losses or damage to the property or accidents of any kind suffered by the personnel.

3.4 OFFERD WARRANTY MILLEAGE OF TYRES [REFER SCHEDULE 'A']

Bidders should clearly indicate the number of running kilometers that could be guaranteed in respect of each type proposed to be Retreaded in the schedule of tender as the Retreader is bound to accept the full responsibility for the period of running output of each tyre retreaded.

A penalty shall be charged from successful bider Retreader for each tyre that fails to perform the running output guaranteed as per clause 2.7 through ERP system maintained by the CPSTL will be the guide for this purpose.

3.5 TIME REQUIRED [REFER SCHEDULE 'A']- DELIVERY PEROID

Bidders shall clearly indicate the time period required by them for the collection, retreading and delivery of different sizes of Tyres in the schedule of tender as the Retreader is bound to accept full responsibility to carry out the service required with the least possible delay. Delays whatsoever beyond the control of the Retreader will be considered and decided by the Ceylon Petroleum Storage Terminals Limited.

3.6 WARRANTY PERIOD FOR CLAIM [REFER SCHEDULE 'A']

Every precaution shall be taken by the Retreader to ensure that, no unsuitable tyre casing would be retreaded and sufficient care would be taken both before and during the process of retreading to ensure the usage of high quality materials, utilization of well trained personnel/ workmen and experienced high skills whilst adopting approved method of retreading. To fulfill these requirements Retreader shall offer a warranty period for any claim that may be made in respect of prematurely due to faulty workmanship or material used. Bidders shall therefore clearly indicate such warranty period against each item pertaining to the service proposed to be rendered in the schedule.

4. SCHEDULE

SCHEDULE OF PRICES

RETREADING OF 2800 NOS OF DIFFERENT SIZE TYRES – 2025/2026

Retreading Process - Procured

Ite m	Tyre Size	Qty. (Nos.)	Unit Rate Without VAT Rs.	Total Value Without VAT Rs.	Offered warranty mileage in Kms (SOS Clause 3.4)	Warranty Period (SOS Clause 3.6)
1.	TYERS 1100x20 Cross Ply (16 PR)	2200				
2.	TYRES 295/80R 22.5 (16 or 18PR)	400				
3.	TYRES 290x20 CROSS PLY (14PR)	200				

Total Price Exclusive Taxes	
SSCL 2.5% (If applicable)	·
Total Price Exclusive VAT	······
VAT 18% (If applicable)	·
Total Price with Taxes	·······
Total Price Without VAT (in wor	ds):
If VAT & SSCL applicable, plea	se indicate Registration Nos.
"If any taxes are not mentioned bid"	separately such taxes will be considered as not relevant for the
Validity period of the bid 1.15)	:(Minimum Period as per ITE
Delivery period (schedule)	:

Details of the Bidder

Name of the Blader	······································
Address	:
Telephone	:
Facsimile	:
E-mail	:(in order to communicate further)
Signature of the Bidder: <i>Stamp</i>)	Date: Company Seal (Rubber

5. ANNEXES

FORM OF BID

The Chairman

Department Procurement Committee (Minor)

C/o Procurement Manager

Procurement Function

01st Floor, New Building

Ceylon Petroleum Storage Terminals Limited

Kolonnawa,

Wellampitiya.

Dear Sir,

BID FOR THE RETREADING OF DIFFERENT SIZE OF 2800 NOS OF TYRES FOR THE YEAR -2025/2026 (KPR/14/2025)

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the **Retreading of 2800 Nos of Different Size** of Tyres for the Year 2025/2026 referred to therein, I/we offer to complete the whole of said contract/ services in conformity with the said document
- A-2 Unless & until a formal agreement is engrossed & executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- **A-3** I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- **A-4** The bid I/we am/are offering is complete and fulfils the requirements discussed in the bidding document.
- A-5 I/We agree to abide by this bid until 10.07.2025, Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- **A-6** I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- A-7 I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance bond (in case of a bank guarantee) contained in Annexure "C" and confirm our compliance with the said performance security in the event of award of bid.

A-8	I/We a	ffirm that "A"	the	retread	Tyres	will	be	delivered	as	per
A-9	If our bid	l is accepted	l, we com	mit to ac	cept the	COC c	lause 2	2.7. Paymer	nts Ag	ainst
A-10	figures] price in w Year 202	cords] for the ocument and "A".	e Retread i	ing of 28		of Differ minals L	ent Si	izes of Tyrod as detailed	rt total es For l out in	LKR The this
A-11		are fully awa		-						
Dated tl	nis		day o	f			2	025.		
Signed represe	ntative]	[insert		signatu			of		author	rized
In represe		Capacity			nsert	title 		of	author	rized
		printed					uthori	-	resenta	_
Duly a entity].		o sign the l	bid for an	id on bel	nalf of _l	[insert t	he na	me of the	authori	izing
Address		the	address	oj		the 	aut)	horizing	eni	tity]:
Compa	ny Seal (Ri	ıbber Stamp)								
Witness	ses:									
1. Signa	iture:	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	2. Siş	gnature:					•
Name	e:		• • • • • • • • • • • • • • • • • • • •	Na	ame:	• • • • • • • • • • • • • • • • • • • •			•••••	•
				••••	••••					
Addre	ess:		• • • • • • • • • • • • • • • • • • • •	Ad	dress:					
			•••••	••••	• ·	• • • • • • • • •	• • • • • • •		• • • • • • • • • • • • • • • • • • • •	•
					•					

ORMAT OF BID SECURITY GUARANTEE

[Inis B	ank C	suarantee form snatt be fittea in accordance with the instructions indicated in
brackets	s]	
or office		[insert(by issuing agency) issuing agency's name and address of issuing branch
Benefic	iary:	[insert (by issuing agency) name and address of
Employe	er/Pur	rchaser]
Date:		[insert (by issuing agency) date]
BID GU	JARA	NTEE NO: [insert (by issuing agency) number]
We hav	e beer	n informed that[insert (by issuing agency) name of the Bidder; if a
joint ve	nture,	list complete legal names of partners] (hereinafter called "the Bidder") has
submitte	ed to y	you its bid dated[insert (by issuing agency) date] (hereinafter called
"the Bio	d") for	r execution/ supply [select appropriately] of [insert (by issuing agency) name of
Contrac	<i>t]</i> und	der Invitation For Bids No [insert(by issuing agency) IFB number]
("the IF	B")	
Furthern	nore,	we understand that, according to your conditions, Bids must be supported by a Bid
Guarant	ee.	
At the r	equest	t of the Bidder, we[insert(by issuing agency) name of issuing agency]
hereby i	irrevo	cably undertake to pay you any sum or sums not exceeding in total an amount of
		[insert(by issuing agency) amount in figures][insert (by issuing
agency)	amou	unt in words] upon receipt by us of your first demand in writing accompanied by a
written	statem	nent stating that the Bidder is in breach of its obligation(s) under the bid conditions,
because	the B	idder.
(a)	has v	vithdrawn its Bid during the period of bid validity specified; or
(b)		not accept the correction of errors in accordance with the Instructions to Bidders
		sinafter "the ITB") of the IFB; or
(c)		ng been notified of the acceptance of its Bid by the Employer/Purchaser during the
(C)		od of bid validity,
	-	fails or refuses to execute the Contract Form, if required, or
	(i)	•
	(ii)	fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

.....

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



FORMAT OF PERFORMANCE SECURITY

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets][insert(by issuing agency) issuing agency's name and address of issuing branch
or office]
Beneficiary:
Employer/Purchaser]
Date: [insert (by issuing agency) date]
PERFORMANCE GUARANTEE NO:
We have been informed that[insert(by issuing agency) name of
Contractor/Supplier] (hereinafter called "the Contractor") has entered into Contract No.
[insert(by issuing agency) reference number of the contract]
dated[insert(by issuing agency) date of the contract] with you, for the
Construction/Supply[select appropriately] of[insert (by
issuing agency) 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
·
At the request of the Contractor, we
At the request of the Contractor, we
At the request of the Contractor, we
At the request of the Contractor, we
At the request of the Contractor, we
At the request of the Contractor, we
At the request of the Contractor, we
At the request of the Contractor, we
At the request of the Contractor, we

Annexure "D"

FORM OF CONTRACT AGREEMENT

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND [INSERT COMPLETE NAME OF THE CONTRACTOR] FOR THE RETREADING OF DIFFERENT SIZES OF TYRES FOR THE YEAR 2025/2026)—PUBLIC BID: KPR/14/2025.

This contract agreement is made and entered into this ... day of 2023 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, Wellampitiya, 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 CPSTL & its successors & assigns) as one part and [insert complete name of the supplier], having its registered office at [insert address of the supplier] and their authorized agent, [insert complete name and address of the authorized agent] (hereinafter called the "Contractor" which terms of expression as herein used shall where this context so requires and admits mean & include the Contractor & its successors & assigns) as the other part.

WHEREAS CPSTL invited bids for the Retreading of 2800 Nos of Different Sizes of Tyres for The Year 2025/2026 - KPR/14/2025. (hereinafter called and referred to as "the Contract") and has accepted a bid by the Retreading of Different Sizes of Tyres For The Year 2025 of such Contract in the sum of [insert Contract Price in words and figures, expressed in the Contract currency (ies)] (hereinafter called and referred to as "the Contract Price"), and the remedying of any defects therein.

CPSTL & the Contractor agree 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 and Contractor's Scope of Supply hereinafter referred to.
- 2. The following documents shall constitute the contract between CPSTL and the Contractor, and each shall be read and construed as an integral part of the Contract.
 - This Contract Agreement
 - Contract Data
 - Conditions of Contract
 - The Technical Specifications
 - The Supplier's Bid and original Price Schedule
 - Letter of Acceptance dated [insert the date of the letter of acceptance]
 - The completed schedules of the bid
 - The Retreaders proposals

Cont....

- 3. This contract shall prevail over all other Contract documents. 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 CPSTL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with CPSTL to execute and complete the Contract and remedy any defects therein, fit for purpose in conformity in all respects according to the provisions of the Contract.
- 5. CPSTL hereby covenants to pay the Contractor in consideration of the provision of the Contract and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 6. Any notice or other communication received permitted to be given pursuant to this agreement shall be sent by registered mail, in the case of CPSTL, to the Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Kolonnwa, Wellampitiya and in the case of Contractor, to the [insert complete address of the supplier] and/or to the [insert complete address of the authorized agent].

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 aforementioned.

	•••••
Authorized Signature of the Contractor Authorized Signature of CPSTL	
Company Seal (Rubber Stamp) Company Seal (Rubber Stamp)	
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: RETREADING OF 2800 NOS OF DIFFERENT SIZE TYRES 2025/2026 (KPR/14/2025)
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,
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 "\sqrt{"}" if complied with the tender requirement or mark "X" if there is any deviation and indicate the deviation in the cage provided.

S/N	Specification / Condition	Complied	Deviations
01.	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.14 and Schedule "A", submitted		
02.	Period of Validity of Bid as per ITB clause 1.15.1		
03.	Bid Security as per ITB clause 1.16		
04.	Duly filled, stamped & signed Form of Bid as per Annexure "A", submitted		
05.	Compliance with Performance Security as per COC clause 2.1, in case of award		
06.	Compliance with Contract Agreement as per COC clause 2.2, in case of award		
07.	Compliance with Delivery Schedule as per bid, in case of award		
08.	Compliance with Mode of Payment as per COC clause 2.7, in case of award		
09.	Compliance with other clauses of COC		
10.	Valid copy of Certificate of Business Registration issued by the Registrar of Companies in Sri Lanka, submitted		
11.	The warranty period offered & warranty conditions, submitted by a covering letter		
12.	Signature Authorization letter, as per ITB clause 1.6.4		
13.	All other documentary requirements/details as requested under clause 1.5 of ITB and under this bidding document submitted		