



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

NATIONAL COMPETITIVE BIDDING (NCB)

PROCUREMENT OF INSURANCE COVERS

FOR THE VEHICLE FLEET AT

CEYLON PETROLEUM STORAGE TERMINALS LIMITED, 2021/2022

Bid No: KPR / 24 /2021

THE CHAIRMAN
DEPARTMENT PROCUREMENT COMMITTEE
C/O MANAGER PROCUREMENT
CEYLON PETROLEUM STORAGE TERMINALS LIMITED
PROCUREMENT FUNCTION
01ST FLOOR, NEW BUILDING
KOLONNAWA, WELLAMPITIYA
SRI LANKA

TEL /FAX **011-2572155 / 2572155**

E MAIL : procure@cpstl.lk

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INVITATION FOR BIDS

INSURANCE COVER FOR THE VEHICLE FLEET AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2021/2022

BID NO: KPR / 24 / 2021

The Chairman, Department Procurement Committee (Minor) on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites bids for the above insurance cover for a period of one year from insurance companies registered under Insurance Regulatory Commission of Sri Lanka (IRCSL) and their agents/ brokers for the above Tender having minimum 5 years' experience in rendering similar services to the Public and large scale private sector organizations.

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 documents (full set) could be obtained on submission of a written request (*the request letter shall be signed and issued by an authorized person*) via an email to procure@cpstl.lk during working days from 0900 hrs. to 1600 hrs, from Wednesday 07th July 2021 till Monday 26th July 2021. If the applicant's request conforming with the above-mentioned criteria, Manager Procurement, CPSTL may issue the concern via email for depositing the non-refundable bidding document fee, if appropriate.

Accordingly, the bidder shall deposit a non-refundable bidding document fee of **Sri Lankan Rupees Five Thousand Sri Lankan Rupees (LKR 5,000.00)** to the CPSTL account and shall submit the payment receipt to CPSTL in order to obtain the original bidding documents (full set) via email.

Duly filled bidding documents may be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee, 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 Tuesday 27th July 2021.**

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 Tuesday 27th July 2021**, 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. Tuesday 27th July 2021 and will be opened immediately thereafter at the office of Manager (Procurement). Due to the prevailing COVID-19 pandemic situation in the country, the authorized representatives of the bidders may allow to participate /witness the tender opening procedure via video conferencing method.

Bid shall be valid until **12.10.2021.**

Bid shall be accompanied by a bid security of Rs.**100,000.00** and shall be valid until **09.11.2021** 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/ 011-5663121, Fax: 011-2572155, 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**

1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 INTRODUCTION

The Chairman, Department Procurement Committee (Minor), invites National Competitive Bids (NCB) to provide Vehicle Fleet Insurance Cover to **Ceylon Petroleum Storage Terminals Limited (CPSTL)** for a period of One Year (possible to extend, if required by CPSTL), commencing **01.10.2021** as per the terms and conditions and annexed schedules, complete in every respect.

Alternative offers will not be entertained and rejected at the preliminary evaluation stage.

1.2 ELIGIBILITY CRITERIA

In order to be considered as eligible for bidding, a Bidder must:

- Be a registered entity by the Insurance Regulatory Commission of Sri Lanka (IRCSL).
- Be an established insurance Company in active operations within Sri Lanka for at least five years.
- Gross premium on general insurance should not be less than LKR Two billion either in financial year 2019 or 2020.
- Possess such licenses and qualifications required to provide the services specified;
- Demonstrate that it possesses the financial, management; human, technical and physical resources require to provide the services to a high standard of effectiveness and diligence.
- Should have more than 5 years' experience in the large scale (100 or above) fleet insurance experience in Sri Lanka.

1.3 CONTENTS OF BIDDING DOCUMENT

Bidding document consists of the following

01. Invitation for Bids
02. Instructions to Bidders
03. General Terms and Conditions of the Contract
04. Insurance Covers Required
05. Insurance Cover Bid Forms (**Schedule A**)
06. Form of Bid (**Annexure A**)
07. Format of Bid Security (**Annexure B**)
08. Company Profile (**Annexure C**)
09. List of Corporate Clients (**Annexure D**)
10. Format of Letter of Authorization (Only for registered agent/broker) (**Annexure E**)
11. Format of Performance Security (**Annexure F**)
12. Format of Contract Agreement (**Annexure G**)
13. Confirmation on Additional Benefits/Claim Settlement Process (**Annexure H**)
14. Details of Vehicle Fleet of CPSTL as at 01.06.2021 (**Annexure I**)

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 documents (full set) could be obtained on submission of a written request (*the request letter shall be signed and issued by an authorized person*) via an

email to procure@cpstl.lk during working days from **0900 hrs. to 1400 hrs, from Wednesday 07th July 2021 till Monday 26th July 2021**. If the applicant's request conforming with the above-mentioned criteria, Manager Procurement, CPSTL may issue the concern via email for depositing the non-refundable bidding document fee, if appropriate.

Accordingly, the bidder shall deposit a non-refundable bidding document fee of **Sri Lankan Rupees Five Thousand Sri Lankan Rupees (LKR 5,000.00)** to the CPSTL account and shall submit the payment receipt to CPSTL in order to obtain the original bidding documents (full set) via email.

1. 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.eroe.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)**.

an agent, sub-agent, representative or nominee must be registered **prior to the closing of the bid/tender**.

if the tender applicant and the Bidder is the same party he must be registered prior to the award of the Bid.

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

All bids shall contain adequate particulars in respect of the items 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.

- 1.6.1. Original of the General Terms and Conditions of the Contract, each page signed and dated.
- 1.6.2. Original of the Form of Bid, duly completed, signed, stamped and dated.
- 1.6.3. The Insurance Cover Bid Forms to be completed, signed, stamped and dated.
- 1.6.4. The draft Insurance Policy
- 1.6.5. Certified copy of Memorandum and Articles of Association of the Insurer.
- 1.6.6. Certificate of Incorporation or Business Registration
- 1.6.7. Full set of Audited Financial Statements for last 03 years (2018,2019 &2020).
- 1.6.8. Certified copy of the Certification of valid Registration under the **Insurance Regulatory Commission of Sri Lanka**.
- 1.6.9. Documents requested in General Terms & Conditions
- 1.6.10. **Bid Security**– as per ITB clause 1.20
- 1.6.11 Detailed profile of the Insurance company and/or Registered Agent /Broker
- 1.6.12 Details and documentary proof for minimum of 05 years Previous experience in the provision of similar policies and giving the names of institutions and the nature of covers etc.
- 1.6.13 Scope of the Agent /Broker including roles and responsibilities, in case of bidder is Agent/Broker company.
- 1.6.14 Letter of Authorization from Insurance Company (Applicable only for Agent/Broker Company) – as per ITB 1.21
- 1.6.15 Signature Authorization Letter – as per ITB 1.11
- 1.6.16 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.)

1.7 SCOPE OF INSURANCE COVERS

Ceylon Petroleum Storage Terminals Limited (CPSTL) invites bids for providing the services related to Vehicle Insurance Covers (Direct basis) from eligible, reputed Insurance Service Providers who are registered under the Insurance Regulatory Commission of Sri Lanka (IRC SL) and qualified under criteria as stipulated here in this document, for a period of twelve (12) months commencing 01.10.2021 for the followings:

1. Motor Comprehensive- Private Car Fleet - 30
2. Motor Comprehensive- Commercial Lorries & Special Type Vehicles - 199
3. Motor Comprehensive- Ambulance - 02
4. Motor Comprehensive- Commercial Buses - 09
5. Motor Comprehensive- Commercial Dual Purposes Vehicles - 34
6. Motor 3rd Parties- Special Type Vehicles - 64
7. Contractors Plant & Machinery Insurance (*included in 2 above*) - 20
8. Motor Comprehensive- Motor Cycle Fleet - 13

1.8 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.

1.9 GENERAL

- 1.9.1 Bidders must acquaint themselves fully with the bidding conditions. No plea for lack of information or insufficient information will be entertained at any time.
- 1.9.2 The Bids and any contract resulting there-from shall be governed by and construed according to the laws of Sri Lanka.
- 1.9.3 No Bid shall be considered unless all the conditions laid down in the Bidding Document have been strictly fulfilled.
- 1.9.4 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.
- 1.9.5 There are no known or reported incidents likely to result in a claim except what has been already informed to the Insurer.
- 1.9.6 Policy loss limit as indicated in Insurance Cover Bid Form. Schedule –A
- 1.9.7 Deductible – As specified under Insurance Cover Bid Form. Schedule -A
- 1.9.8 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.
- 1.9.9 CPSTL reserves the right to terminate the cover with three (03) calendar months prior 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.
- 1.9.10 In the event of an addition/deletion to the number of vehicles 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.

1.10 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 “**BID FOR THE INSURANCE COVER FOR THE VEHICLE FLEET AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2021/ 2022 KPR/24/2021 – CLOSING DATE: 27.07.2021**” 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,
C/o Manager Procurement,
Procurement Function
Ceylon Petroleum Storage Terminals Limited,
01st Floor, New Building,
Kolonnawa, Wellampitiya, Sri Lanka**

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 Tuesday 27th July 2021**, 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.

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

1.11 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.

1.12 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.

1.13 AMENDEMENTS/ CLARIFICATIONS OF BIDDING DOCUMENT

The Chairman, Department Procurement Committee (DPC (MINOR)) 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 Bid/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 Bid/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.

1.14 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 (MINOR), 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 INSURANCE COVER FOR THE VEHICLE FLEET AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2021/ 2022"**

KPR/24/2021 – CLOSING DATE:- 27.07.2021".

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

1.15 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 (Minor)
C/o Manager Procurement
Procurement Function
Ceylon Petroleum Storage Terminals Limited
01st Floor, New Building
Kolonnawa, Wellampitiya
Sri Lanka.

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 27.07.2021, 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 27.07.2021**

1.16 DEADLINE FOR SUBMISSION OF BIDS

The Chairman, DPC (Minor) shall receive bids at the address specified under ITB Clause 1.10 not later than the time and date stipulated. The Chairman, DPC (Minor) 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.

1.17 LATE BIDS

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

1.18 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
Sri Lanka.

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 (Minor), will open the bids in the presence of the authorized representatives of the bidders, who choose to attend at the time on the date

and at the opening place specified above. Authorized representatives of the bidder's attending shall sign a register as proof of their attendance. 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.

1.19 MINIMUM VALIDITY PERIOD OF BIDS

All bids shall necessarily be valid for acceptance **minimum until 12.10.2021**. 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 (Minor) 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 (MINOR) 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.

1.20 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,

1.20.1 in the form of a bank draft issued by a recognized commercial bank operating in

Sri Lanka, or

1.20.2 in the form of a bank guarantee issued by a recognized commercial bank operating

in Sri Lanka, or

1.20.3 in the form of a cash deposit to the CPSTL Cashier **for a sum of Sri Lankan Rupees 100,000.00 (Hundred Thousand Sri Lankan Rupees)**

The bank in Sri Lanka shall be an valid 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 09.11.2021**.

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 (MINOR) 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.

1.21 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 “F” 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 “F”. *(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.

1.22 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.

1.23 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 Bid/Tender and in accordance with above said requirements and in the formats provided, shall result in the bid being rejected.

1.24 PRELIMINARY EXAMINATION OF BIDS

The DPC (Minor) 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 (Minor) 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 (Minor) 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.

1.25 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 (Minor) 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 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.

1.26 EVALUATION OF BIDS

The DPC (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 based on the following.

1.26.1 Eligibility, Financial position and the technical capability of the insurance provider

{Refer Instructions to Bidders - Clause 1.6.7 & 1.6.8}

1.26.2 Lowest acceptable premium quoted within the given deductible range in the Insurance Cover

Bids forms.

All offers received will be examined to determine the eligibility of bidders 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 substantial responsive evaluated bid. Incomplete bids will be rejected.

1.27 POWER TO ACCEPT OR REJECT BIDS

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

1.28 AWARDING CRITERIA

On a Bid or any part there of 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 Bid shall have been accepted and shall be further entitled to recover from the successful Bidder 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

1.29 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 (Minor) 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)

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 valid 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 F.

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 Bid. 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 "G".

In case, the DPC (Minor) 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 30 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 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/ +94-11-5750764

Facsimile : +94-11-2572155

Email : 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

Sri Lanka.

03. REQUIRED INSURANCE COVERAGE

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. Definitions and Interpretations

- | | | |
|----------------------------|---|--|
| 1.1 Insured | - | Ceylon Petroleum Storage Terminals Limited (CPSTL) |
| 1.2. Accident | - | An unforeseen or untoward event or occurrence which is not expected from the standpoint of its victim. The main purposes of the word appears to be the desire to safeguard insurers from losses lacking a fortuitous element or an event or occurrence deliberately engineered by the insured, which are clearly not intended to be covered. |
| 1.3 Bodily injury or Death | - | Partial disablement or total disablement/death arising out of the accident |
| 1.4. Contract | - | Means the Instructions to the Bidders, General Terms and Conditions of the Contract, Insurance Cover Bid forms, Form of Bid, Premium, Discounts, Bid Security, Letter of Acceptance, Agreement, Letter of award. |

Conditions:

1. There are no known or reported losses or incidents likely to result in a claim except what has been already informed to the Insurance Company.
2. Business Interruptions and Machinery Breakdown covers are excluded.
3. The Successful Insurer should agree to indemnify the insured any loss included against the risk covered.
4. The Insurance cover to be executed between the CPSTL and the successful Bidder shall be as per the cover agreed upon by the CPSTL. New policy period will begin from the expiry date of the existing cover.
5. CPSTL reserves the right to terminate the cover with one calendar months' notice. The Insurer shall not be entitled to any compensation or damage or loss incurred upon such termination or loss of profit. The proportional premium should be refundable.
6. In the event of an addition to the insured value with the insured period the premium payable for the addition will be on a pro-rata basis, based on original premium quoted and on the same terms and conditions of the Contract.
7. The premium inclusive of taxes of the cover will be paid in full within one month from the date of award to the successful Bidder.
8. **claims below Sri Lankan Rupees 20,000.00 could be handled by CPSTL**

2. General

1. Bidders must acquaint themselves fully with the conditions of the Bid. No plea for lack of information or insufficient information will be entertained at any time.
2. The Bids and any contract resulting there- from shall be governed by and construed according to the laws of Sri Lanka.
3. No Bid shall be considered unless all the conditions laid down in the document have been strictly fulfilled.
4. No interest shall be paid on any Bid Security.
5. Language - The Language to be used is English and correspondence between the insured and the insurer shall be in English.

Chairman
Department Procurement Committee (Minor)
Ceylon Petroleum Storage Terminals Limited

The Insurance Covers Required& Bid Forms

Insured	Ceylon Petroleum Storage Terminals Limited									
Class	Motor Comprehensive – Private Car Fleet									
	<table><tr><td>Car</td><td>-</td><td>10 Nos</td></tr><tr><td>Jeep</td><td>-</td><td>03 Nos</td></tr><tr><td>Three Wheeler</td><td>-</td><td>16 Nos</td></tr></table>	Car	-	10 Nos	Jeep	-	03 Nos	Three Wheeler	-	16 Nos
Car	-	10 Nos								
Jeep	-	03 Nos								
Three Wheeler	-	16 Nos								
Period	One Year effective from 01.10.2021									
Interests/Insured value	Please refer the attachment for vehicle details including estimated market values									
Cover required	<p>Riot & Strike</p> <p>Flood & Natural Perils</p> <p>Terrorism</p> <p>Theft of Parts</p> <p>Airbag Cover (please refer Note 1)</p> <p>Special Windscreen Cover (please refer Note 2)</p> <p>Personal Accident Benefit to passengers – Rs 1,000,000/= each in respect of private cars for Rs 500,000/= for three wheelers (driver, driving seat and all passengers)</p> <p>Medical expenses – limit Rs 5,000/=</p> <p>Increased towing charges – limit Rs 10,000/=</p> <p>Workmen’s compensation for employee driver</p>									
Condition	Waive off the owner’s contribution in respect of replacement of Parts.									

NOTE 1

Airbag Cover Value (brand-new replacements by the authorized agent)

(1) BMW (7 SERIES), (2) BMW (5 SERIES), (3) Nissan X Trail, (4) Montero

NOTE 2

Special Windscreen Cover Value (brand-new replacements by the authorized agent)

(1) BMW (7 SERIES), (2) BMW (5 SERIES), (3) Nissan X Trail, (4) Montero

Annual Premium

Basic Premium

Riot & Strike :-----

Flood & Natural Perils :-----

Terrorism :-----

Theft of Parts :-----

Airbag Cover

BMW :-----

X Trail :-----

Montero :-----

Total Airbag Cover :-----

Special Windscreen Cover

BMW :-----

X Trail :-----

Montero :-----

Total Special Windscreen Cover :-----

Personal Accident Benefit to passengers :-----

Increased towing charges :-----

WCI for employee driver :-----

Other Charges :-----

VAT :-----

Total Annual Premium :-----

Total Annual Premium In words

VAT Registration No.

.....
SIGNATURE OF BIDDER

Insured	Ceylon Petroleum Storage Terminals Limited		
Class	Motor Comprehensive Commercial – Lorries & special type vehicle		
	Tank Lorry	-	123 Nos
	Lorry Tank Tractor	-	30 Nos
	Lorry Tank Trailer	-	29 Nos
	Half Lorry	-	02 Nos
	Package Lorry	-	02 Nos
	Crane	-	04 Nos
	Fire Truck	-	04 Nos
	Wrecker /Tow Truck	-	02 Nos
	Gulley Emptier	-	03 Nos
Period	One Year effective from 01.10.2021		
Interests/Insured value	Please refer the attachment for vehicle details including estimated market values		
Covers	Riot & Strike		
	Flood & Natural Perils		
	Terrorism		
	Third Party Property Damage – Rs 2,500,000/=		
	Theft of Parts		
	Towing charges – Rs 10,000/=		
	Workmen’s Compensation to Driver & Cleaner		
	Personal Accident Cover for driver & cleaner (limit – Rs 2,000,000/= per person)		
Condition	Waive off the owner’s contribution in respect of replacement of Parts		

Annual Premium

Basic Premium

Riot & Strike :-----

Flood & Natural Perils :-----

Terrorism :-----

Third Party Property Damage :-----

Theft of Parts :-----

Towing charges :-----

Workmen's Compensation cover :-----

Personal Accident cover :-----

Other Charges :-----

VAT :-----

Total Annual Premium :-----

Total Annual Premium In words

VAT Registration No.

.....
SIGNATURE OF BIDDER

Insured	Ceylon Petroleum Storage Terminals Limited
Class	Motor Comprehensive Commercial – Ambulance Private/official use Ambulance - 02 Nos
Period	One Year effective from 01.10.2021
Interests/Insured value	Please refer the attachment for vehicle details including estimated market values
Covers	Riot & Strike Flood & Natural Perils Terrorism Third Party Property Damage – Rs 2,500,000/= Theft of Parts Towing charges – Rs 10,000/= Passenger liability Workmen’s Compensation to Driver & Cleaner Personal Accident Cover for driver & cleaner (Limit Rs1,000,000/= per person)
Condition	Waive off of owner’s contribution in respect of replacement of Parts

Annual Premium

Basic Premium

Riot & Strike	:-----
Flood & Natural Perils	:-----
Terrorism	:-----
Third Party Property Damage	:-----
Theft of Parts	:-----
Towing charges	:-----
Workmen's Compensation cover	:-----
Personal Accident cover	:-----
Other Charges	:-----
VAT	:-----
Total Annual Premium	:-----

Total Annual Premium In words

VAT Registration No.

.....
SIGNATURE OF BIDDER

Insured	Ceylon Petroleum Storage Terminals Limited
Class	Motor Comprehensive Commercial – Buses – Private/official Use Buses - 09 Nos
Period	One Year effective from 01.10.20xx
Interests/Insured value	Please refer the attachment for vehicle details including estimated market values
Covers	Riot & Strike Flood & Natural Perils Terrorism Third Party Property Damage – Rs 2,500,000/= Theft of Parts Towing charges – Rs 10,000/= Workmen's Compensation to Driver & Cleaner Personal Accident Cover for driver & cleaner (Limit Rs 500,000/= per person) Personal Accident Cover for passenger (Limit Rs1,000,000/= per person)
Condition	Waive off of owner's contribution in respect of replacement of Parts

Annual Premium

Basic Premium

Riot & Strike :-----

Flood & Natural Perils :-----

Terrorism :-----

Third Party Property Damage :-----

Theft of Parts :-----

Towing charges :-----

Workmen's Compensation cover :-----

Personal Accident cover – driver/cleaner :-----

Personal Accident cover – passengers :-----

Other Charges :-----

VAT :-----

Total Annual Premium :-----

Total Annual Premium In words

VAT Registration No.

.....

SIGNATURE OF BIDDER

Insured	Ceylon Petroleum Storage Terminals Limited		
Class	Motor Comprehensive Commercial –Dual Purpose Fleet – Private/official Use		
	Crew Cab	-	04 Nos
	Van	-	03 Nos
	Double Cab	-	14 Nos
	Single Cab	-	13 Nos
Period	One Year effective from 01.10.2021		
Interests/Insured value	Please refer the attachment for vehicle details including estimated market values		
Covers	Riot & Strike Flood & Natural Perils Terrorism Third Party Property Damage – Rs 2,500,000/= Theft of Parts Towing charges – Rs 10,000/= Workmen’s Compensation to Driver & Cleaner Personal Accident Cover for driver & cleaner (Limit Rs1,000,000/= per person) Personal Accident Cover for passenger (Limit Rs1,000,000/= per person)		
Condition	Waive off of owner’s contribution in respect of replacement of Parts		

Annual Premium

Basic Premium

Riot & Strike	:-----
Flood & Natural Perils	:-----
Terrorism	:-----
Third Party Property Damage	:-----
Theft of Parts	:-----
Towing charges	:-----
Workmen's Compensation cover	:-----
Personal Accident cover – driver/cleaner	:-----
Personal Accident cover – passengers	:-----
Other Charges	:-----
VAT	:-----
Total Annual Premium	:-----

Total Annual Premium In words

VAT Registration No.

.....

SIGNATURE OF BIDDER

Insured Ceylon Petroleum Storage Terminals Limited

Class **Motor Third Party – Special type of vehicles**

Fork Lift - 07 Nos

Tractor - 07 Nos

Tractor Trailer - 07 Nos

Hand Tractor - 02 Nos

Motor Cycle - 40 Nos

Tank Lorry - 01 Nos

Period One Year effective from 01.10.2021

Interests Please refer the attachment for vehicle details including estimated market values

Covers Third Party Property Damage – Rs 2,500,000/=

Condition

Annual Premium

Basic Premium

Third Party Property Damage :-----

Other Charges :-----

VAT :-----

Total Annual Premium :-----

Total Annual Premium In words

VAT Registration No.

.....

SIGNATURE OF BIDDER

Insured	Ceylon Petroleum Storage Terminals Limited															
Class	Contractors' Plant and Machinery Insurance															
	<table border="0"> <tr> <td>Crane</td> <td>-</td> <td>04 Nos</td> </tr> <tr> <td>Fire Truck</td> <td>-</td> <td>04 Nos</td> </tr> <tr> <td>Wrecker /Tow Truck</td> <td>-</td> <td>02 Nos</td> </tr> <tr> <td>Gulley Emptier</td> <td>-</td> <td>03 Nos</td> </tr> <tr> <td>Fork Lift</td> <td>-</td> <td>07 Nos</td> </tr> </table>	Crane	-	04 Nos	Fire Truck	-	04 Nos	Wrecker /Tow Truck	-	02 Nos	Gulley Emptier	-	03 Nos	Fork Lift	-	07 Nos
Crane	-	04 Nos														
Fire Truck	-	04 Nos														
Wrecker /Tow Truck	-	02 Nos														
Gulley Emptier	-	03 Nos														
Fork Lift	-	07 Nos														
Period	One Year effective from 01.10.2021															
Interests/insured value	Please refer the attachment for details of plant & machinery to be covered together with replacement value of same															
Covers	Standard Plant All Risks cover															
Additional Covers	<ol style="list-style-type: none"> 1. SRCC 2. Terrorism 3. Theft Of parts 4. Cover for damages caused to the vehicle whilst on public roads on its own power 5. Cover for 3rd party liabilities for a limit of Rs 2,500,000/= whilst used at tool of trade 															
Condition	Waive off of owner's contribution in respect of replacement of Parts															

Annual Premium

Basic Premium

Riot & Strike	:
Terrorism	:
Other Charges	:
VAT	:
Total Annual Premium	:

Total Annual Premium In words

VAT Registration No.

.....
SIGNATURE OF BIDDER

Insured	Ceylon Petroleum Storage Terminals Limited
Class	Motor Comprehensive – Motorcycles Fleet – Private and Official use
	Motor cycles - 13 Nos
Period	One Year effective from 01.10.2021
Interests/Insured value	Please refer the attachment for vehicle details including estimated market values
Covers	Riot & Strike Flood & Natural Perils Terrorism Theft of parts Third Party Property Damage – Rs 300,000 Personal Accident – (limit Rs 500,000 rider and pillion rider) Workmen’s compensation cover for rider and pillion rider

Annual Premium

Basic Premium

Riot & Strike	:-----
Flood & Natural Perils	:-----
Terrorism	:-----
Thrift Of parts	:-----
Third Party Property Damage	:-----
Personal Accident cover	:-----
Workmen’s compensation cover	:-----
Other Charges	:-----
VAT	:-----
Total Annual Premium	:-----

Total Annual Premium In words :.....

VAT Registration No. :.....

.....
SIGNATURE OF BIDDER

ANNEXURES

FORM OF BID

Bid Forms Issued to :

Chairman
Procurement Committee
Ceylon Petroleum Storage Terminals Ltd.
Kolonnawa

**PROCUREMENT OF INSURANCE COVER FOR THE VEHICLE FLEET AT CEYLON
PETROLEUM STORAGE TERMINALS LIMITED 2021/2022**

We having examined and understood the content of instructions to Bidders, General Terms and Conditions of Bid forming part of 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 total Bid Price of (in figures) Rs.
(in words)

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

We understand that CPSTL is not bound to accept the either in part or in full and that the CPSTL has the right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Bank Guarantee for SLR _____ favoring CPSTL issued by _____, _____ Branch, with our offer.

We confirm that this offer shall be open for acceptance until **12.10.2021** and that the same shall not be withdrawn or revoked prior to that date.

We confirm that we have attach the following documents as per clause 3 of Instructions to Bidders document.

Our contact for the purpose of this Bid, and the contract, if awarded to us is

Name :

Designation :

Telephone :

E-mail :

Fax No. :

.....
SIGNATURE OF BIDDER

NAME AND ADDRESS OF BIDDER

FORM OF BID SECURITY

PROCUREMENT OF INSURANCE COVER FOR THE VEHICLE FLEET AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2021/2022**Beneficiary :-CEYLON PETROLEUM STORAGE TERMINALS LIMITED****SECURITY NUMBER:****DATE:****SUM GUARANTEED:**

To:
 Chairman
 Procurement Committee
 Ceylon Petroleum Storage Terminals Limited
 C/o Procurement Manager
 1st Floor, New Building
 Kolonnawa Installation
 Kolonnawa
 Sri Lanka

Dear Sir,

By this Security we
 (Hereinafter called "the Bidder") and we
 (Name of Bank) whose registered
 Office is at
 (Hereinafter called "the Surety") are held and firmly bound into
 (Hereinafter called "the Authority") in the sum of
 SLR..... for the payment of which sum the Bidder and the Surety bind
 themselves their Successors and assigns jointly and severally by these present.

Whereas the Authority has invited the Bidder and other persons to complete contract in similar terms for the
 supply of and
 works associated (hereinafter called "the Contract") in accordance with such invitation, the Bid Security shall
 provide security to the Authority that the Bidder will honour certain obligations to be undertaken by him in the
 Contract in accordance with the following conditions.

Now the conditions of this Security are:

- (a) that it shall remain in force and effect until
 - (i) **09.11.2021** from Submission date **27.07.2021**, the date stipulated by the Authority for the submission of Bids, or any prolongation of such date above notified to the Authority by the Bidder and the surety in writing or
 - (ii) In the event of the Bid being accepted by the Authority, the date upon which the Bidder provides a formal agreement to provide such services to the Authority in accordance with the terms of the contract thereby made between them.
- (b) Subject to this Security being in full force and effect, the Surety shall pay the Full amount specified in this Security upon receipt of first written demand from the Authority stating that
 - (i) The Bidder has withdrawn his Bid during the Bid validity period, or

- (ii) The Bidder has failed to provide a formal agreement to provide such services to the Authority in accordance with the terms of the contract thereby made between them.

No alteration in the terms of the Bid, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Bid on the part of the Authority, nor any objection from the Bidder shall in any way release the Surety from any liability under this Security.

The benefit of this Security shall not be assignable by the authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Bidder.

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

I executed as a Date this () day of () 2021 ()

For and on behalf of the Bidder for and on behalf of the Surety

.....

Signed by Signed by

In the capacity of In the capacity of

And by..... And by.....

In the capacity of In the capacity

Seal (where applicable)

Seal (where applicable)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

PROCUREMENT OF INSURANCE COVER FOR THE VEHICLE FLEET AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2021/ 2022

COMPANY PROFILE

01. NAME OF BIDDER :
02. ADDRESS :
03. TELEPHONE NO(S) :
04. Date of Registration of the Company:
05. Year of Commencement of Business:
06. IRCSL Registration Year and Reference:
07. Name Designation and Contact Details of Authorized person Contact Person

08. Financial Status of the Company (Not of Group Companies)

PERIOD	TURNOVER	PROFIT AFTER TAX
2020		
2019		
2018		
2017		
2016		

(Audited Statement of Accounts Attached)

09. VAT Registration No:

10. Brief description of main business activities:

11. Brief Note on Technical Competency of the Bidder to provide the services requested:

DRAFT

12. DETAILS OF INSURANCE SERVICES PROVIDED TO OTHER CLIENTS FOR SIMILAR COVERS

CUSTOMER NAME	YEAR AND VALUE OF POLICY Rs. Million	POLICY DESCRIPTION	CONTACT DETAILS of Client
1.			
2.			
3.			
4.			
5.			

Authorized Signature:.....

.....

Company Seal

Name:.....

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

PROCUREMENT OF INSURANCE COVER FOR THE VEHICLE FLEET AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2021/2022

LIST OF CORPORATE CLIENTS

01.

02.

03.

04.

05.

06.

07.

08.

09.

10.

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:

**PROCUREMENT OF INSURANCE COVER FOR THE VEHICLE FLEET AT CEYLON
PETROLEUM STORAGE TERMINALS LIMITED 2021/2022**

Bid Ref KPR/24/2021

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

WHEREAS

We *[insert complete name of Registered Insurance Company]*,
having registered office at.....*[insert full address of Insurance company]*, do hereby authorize
..... *[insert complete name of authorized agent/broker]* to submit a bid for the purpose of
**PROCUREMENT OF INSURANCE COVER FOR THE VEHICLE FLEET AT CEYLON PETROLEUM
STORAGE TERMINALS LIMITED 2021/2022**, and to subsequently negotiate.

hereby confirm the service offered as per the General Terms and Conditions and conforming to service contract
required in Section 03 of this bidding document.

Signed*[insert signature of authorized representative]*

In the Capacity of*[insert title of authorized representative]*

Name*[insert printed or typed name of authorized representative]*

Duly authorized to sign this Authorization on behalf of
[insert complete name of Insurer]

Address

[insert the address of the Insurer]

.....
.....

Company Seal (Rubber Stamp)

Date:

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:.....[insert (by issuing agency) name and address of Employer/Purchaser]

Date: [insert (by issuing agency) date]

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

Beneficiary :-CEYLON PETROLEUM STORAGE TERMINALS LIMITED

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/Service[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.....*[insert (by issuing agency) name of Agency]* hereby irrevocably 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) amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than theday of, 2021 *[Insert (by issuing agency) date, Twelve (12) months from date of the confirmation of award]*and any demand for payment under it must be received by us at this office on or before that date.

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

CONTRACT AGREEMENT

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND M/s. ----- FOR PROCUREMENT OF INSURANCE COVER FOR THE VEHICLE FLEET AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2021 /2022 - BID REF NO: -----

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 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 **PROCUREMENT OF INSURANCE COVER FOR THE VEHICLE FLEET AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED 2021 / 2022** under the **Bid Ref No: xxxxx** (*hereinafter called and referred to as "the Contract"*) and has accepted a bid by the Service Provider for the supply of such 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. Contract Data
 - iii. Conditions of Contract
 - iv. Insurance Requirements (including Schedule of Requirements and 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. 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

(COMMON SEAL)

(COMMON SEAL)

In the presences of witness:

1. Name & NIC No :

Signature :

Address :

2. Name & NIC No :

Signature :

Address :

Confirmation on Additional Benefits/Claim Settlement Process

Item No.	Description	Yes	No
1	Waive off the owner's contribution on replacement of parts		
2	Requirement of submission of quotations for replacement of parts for approval if the vehicle is repaired at a workshop other than Agents		
3	Scrutinizing of final bills/invoices submitted for replacement of parts by the insurer and adjust amounts stated in final bills/invoices		
4	Requirement of after repair inspection when vehicles are repaired at relevant agents		
5	Confirmation of the repair approval within 24 hours of inspection of the vehicle		
6	Excess applicable on commercial vehicles, overage vehicles, etc.		
7	Requirement of an estimate when the damages are inspected at the site of the accident and if the repair costs below Rs 50,000/= or if the settlement is agreed on		
8	Requirement of Police Report		
9	Cash payment for Hospitalization for occupants of the vehicle		
10	Cover for a replacement vehicle/cash payment		
11	Fatal Accident Benefit cover for Pedestrian		
12	After Repair Inspections		
13	Surrender of salvage		
14	Warranty for mechanical defects of brand new and reconditioned vehicles		
15	Pre-inspection report for inclusion of new vehicles		
16	No Claim Protection benefit cover		
17	Settlement of third party property damage claims without civil court proceedings		

Annexure I

Details of Vehicle Fleet of CPSTL as at 01.06.2021

(Please refer attached sheets)

DRAFT