

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF HIGHWAYS & ROAD DEVELOPMENT AND PETROLEUM RESOURCES DEVELOPMENT

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

INTERNATIONAL COMPETITIVE BIDDING (ICB)

FOR SUPPLY OF 21 NOS MARINE HOSES AND ACCESSORIES FOR THE SPM MUTURAJAWELA, SRI LANKA

TENDER REF NO: KPR/48/2019

INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT, SCOPE OF SUPPLY AND SPECIFICATIONS

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

TEL : +94-11-2572156/ +94-11-5750764

FAX : +94-11-2572155 E-MAIL : <u>procure@cpstl.lk</u>



INVITATION FOR BIDS (IFB)

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF HIGHWAYS & ROAD DEVELOPMENT AND PETROLEUM RESOURCES DEVELOPMENT

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

PROCUREMENT OF 21 NOS. MARINE HOSES AND ACCESSORIES FOR THE FLOATING HOSE SYSTEM AT SPM MUTURAJAWELA, SRI LANKA

TENDER REF NO: KPR/48/2019

The Chairman, Ministry Procurement Committee, Ministry of Highways, Road Development & Petroleum Resources Development, on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from the internationally reputed Manufacturers or their authorized export agents abroad or authorized agents (Manufacturer's or Export agent's) in Sri Lanka, for the Supply of 21 Nos. Marine Hoses and Accessories for the Floating Hose System at SPM Muturajawela, Sri Lanka.

Bidding will be conducted through International Competitive Bidding procedure.

Interested parties may refer the bidding document (only for viewing purpose) and obtain necessary information through the websites www.cpstl.lk or www.cpstl.lk or www.dgmarket.com and the original bidding documents in English language (full set) could be obtained from the undersigned on submission of a written request, during working days between 0900 hrs. and 1400 hrs. Sri Lanka local time (GMT+5.5) up to Friday, 29th November 2019, upon payment of a non-refundable bidding document fee of Sri Lankan Rupees Fifty thousand (LKR 50,000.00) per document. Bidders are requested to inspect the bidding document prior to purchase and once it is purchased, bidding document fee is not refundable for any reason whatsoever. Foreign Diplomatic Missions/ Trade Commissions may obtain information copies of the Bidding Documents, free of charge on submission of written request.

Also, bidders could remit **United States Dollars Two hundred eighty (USD 280.00)** as the non-refundable bidding document fee, directly to the CPSTL bank account *(details given in the bidding document)*. All bank charges (foreign & local) shall be borne by the bidder and proof of remittance (copy of TT) is required to send along with a written request before fourteen (14) days to the Bid closing date, in order to issue the original bidding document by courier service.

A Pre-bid meeting will be held at 1000 hrs. Sri Lanka local time (GMT+5.5) on Monday, 04th November 2019 at the Office of DGM (Operations), Ceylon Petroleum Storage Terminals Ltd (CPSTL).

Duly filled bidding documents may be sent by registered post or sealed cover **to reach** the Chairman, Ministry Procurement Committee, C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka or could be deposited in the tender box kept at the above address, on or before **1400 hrs. Sri Lanka local time (GMT+5.5) on Monday, 02nd December 2019.** Late bids will be rejected.

Bids will be closed at 1400 hrs. Sri Lanka local time (GMT+5.5) on Monday, 02nd December 2019 and will be opened immediately thereafter at the office of Manager Procurement, in the presence of the authorized representatives of the bidders who chose to attend. All bids must be accompanied by a bid security of Sri Lankan Rupees Three million five hundred thousand (LKR 3,500,000.00) or United states Dollars Nineteen thousand six hundred (USD 19,600.00), which shall be valid until 30th March 2020.

Clarifications (if any) shall be sought from the Manager Procurement on **Tel:** +94-11-2572156/ +94-11-5750764, Fax: +94-11-2572155, Email: procure@cpstl.lk.

The Chairman
Ministry Procurement Committee
C/O Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa, Wellampitiya

Sri Lanka. Contents

<u>No.</u>	<u>Description</u>	<u>Page</u> <u>No.</u>
1	INSTRUCTIONS TO BIDDERS (ITB)	4-14
1.1	Introduction	5
1.2	Basis of Bid	5
1.3	Contents of Bidding Document	5
1.4	Issuing of Bidding Documents & Pre-Bid Meeting	6
1.5	Business Registration & Public Contract Registration	6
1.6	Documents to accompany the Bid	7
1.7	Sealing, Marking & Submission of Bid	7-8
1.8	Period of Validity of Bid	8
1.9	Signature Authorization	8
1.10	Format and Signing of Bid	9
1.11	Amendments/ Clarification of Bidding Document	9
1.12	Deadline for Submission of Bid	9
1.13	Late Bids	9
1.14	Modification, Substitution & Withdrawal of Bid	9-10
1.15	Closing of Bids.	10
1.16	Opening of Bids	10
1.17	Bid Security	11
1.18	Declaration	11
1.19	Letter of Manufacturer's Authorization	12
1.20	Schedule of Prices	12
1.21	Preliminary Examination of Bids	13
1.22	Corrections of Errors	13
1.23	Evaluation of Bids	13
1.24	Power to accept or reject any or all Bids	14
1.25	Award Criteria	14
1.26	Notice of Acceptance	14
0	Troube of 7 teceptarios.	
2	CONDITIONS OF CONTRACT (COC)	15-21
2.1	Performance Security	16
2.2	Agent to Hold of Power of Attorney	16
2.3	Contract Agreement	17
2.4	Warranty	17
2.5	Third Party Pre-Shipment Inspection & Witness of Inspection	17
2.6	Packing & Transportation	18
2.7	Shipment & Shipping Documentation	18
2.8	Assurance of Delivery	19
2.9	Installation of Submarine Hoses	19
2.10	Mode of Payment	19-20
2.11	Delays In Delivery	20
2.12	Liquidated Damages	20
2.13	Defaults By Successful Bidder	20
2.14	Patent Infringement	20
2.15	Contract not to be Sublet	21
2.16	Supplier's Standard Conditions of Sale	21
2.17	Force Majeure	21
2.18	Disputes	21
2.19	Further Information	21

Schedule A - Schedule of Prices	 	22-51
Annexure A - Form of Bid	 	52-56 53-56
Annexure C - Format for Contract Agreement	 	57-65 58-59
Annexure D - Format for Performance Guarantee Annexure E - Format for Manufacturer's Authorization		. 60
Annexure E - Format for Manufacturer's Authorization	 	61-62
	 	. 63
Annexure F - Compliance / Deviations Sheet		. 64
		65

01. INSTRUCTIONS TO BIDDERS (ITB)

01. INSTRUCTIONS TO BIDDERS (ITB)

1.1 INTRODUCTION

- 1.1.1 The Chairman, Ministry Procurement Committee (MPC), Ministry of Highways, Road Development & Petroleum Resources Development, on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Sri Lanka, hereby invites sealed bids from internationally reputed manufacturers or their authorized export agents abroad or authorized local agents in Sri Lanka for the Supply of 21 Nos. Marine Hoses and Accessories for the Floating Hose System at SPM Muturajawela, Sri Lanka, conforming to the technical specifications indicated in Section 03 and terms & conditions given under this bidding document.
- 1.1.2 All materials shall be manufactured & testing shall be done as per OCIMF guide to Manufacturing and purchasing hoses for offshore Mooring (GMPHOM)2009,5th edition.
- 1.1.3 CPSTL shall make the payment by Letter of Credit as per the terms of mode of payment, clause 2.10 of the Conditions of Contract (COC) of this bidding document.
- 1.1.4 CPSTL shall undertake the clearance of the items. Hence the cost of clearance shall not be included to the bid price.

1.2 BASIS OF BID

- 1.2.1 Bids are to be forwarded for the Supply of 21 Nos. Marine Hoses and Accessories for the Floating Hose System at SPM Muturajawela, Sri Lanka as per the Technical Specifications and Conditions stipulated in the bidding document on the basis of FOB indicating estimated sea freight and marine insurance charges separately including cost for the third-party pre-shipment inspection with witness visit, installation supervision and other local charges (*if any*).
- 1.2.2 Additional services provided by the bidder not covered in this bidding document, shall be stated clearly. If no exceptions are stated, CPSTL would assume that the bidder conforms to most stringent conditions of the bidding document.
- 1.2.3 If the bidder wishes to submit alternative/multiple offer/s, such offer/s shall be submitted as separate bid/s. Alternative/multiple offers & higher value offers will be rejected respectively unless such offers have not been submitted as separate bid/s.
- 1.2.4 The bidder shall bear all costs associated with the preparation and submission of its bid, and the CPSTL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.2.5 Bids that do not conform to "Invitation to Bid" will be rejected.

1.3 CONTENTS OF BIDDING DOCUMENT

Bidding document consists the following

- 1 Invitation for Bids (IFB)
- Instructions to Bidders (ITB)
- 3. Conditions of Contract (COC)
- Scope of Supply and Services
- Specifications
- 6. Schedule of Prices Schedule "A"
- 7. Form of Bid Annexure "A"
- 8. Format for Bid Security Annexure "B"
- 9. Format for Agreement Annexure "C"
- 10. Format for Performance Security Annexure "D"
- 11. Format for Manufacturer's Authorization Annexure "E"
 12. Compliance/Deviations sheet Annexure "F"
- 13. Data Sheets Annexure "G"

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 ISSUING OF BIDDING DOCUMENTS & PRE-BID MEETING

- 1.4.1 Bidding documents could be obtained on submission of a written request on company letter head, during working days between 0900 hrs. and 1400 hrs. Sri Lanka local time (GMT+5.5) up to Friday, 29th November 2019, upon payment of a non-refundable bidding document fee of Sri Lankan Rupees Fifty thousand (LKR 50,000.00) per document to the Cashier, Ground Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.
- 1.4.2 Also, bidders could remit **United States Dollars Two hundred eighty (USD 280.00)** as the non-refundable bidding document fee, directly to the CPSTL bank account given below. All bank charges (foreign & local) shall be borne by the bidder and the proof of remittance (copy of TT) is required to send along with a written request not later than fourteen (14) days prior to the closing date of bids given in ITB clause 1.15, in order to issue the original bidding document by courier service. No liability will be borne by CPSTL on loss or late delivery. Bidding document available in the web is only for the viewing purpose and the bids shall be submitted using the hard copy of the bidding document purchased from CPSTL.

Account Holder: Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa,

Wellampitiya, Sri Lanka

Account No: 004-1-001-9-0208672

SWIFT: PSBKLKLX

Bank Branch: People's Bank

No: 91, ACHC Building

Sir Chittampalam A Gardiner Mawatha

Colombo 00200

Sri Lanka.

1.4.3 A pre-bid meeting will be held at **1000 hrs. Sri Lanka local time (GMT+5.5) on Monday, 04**th **November 2019** at the Office of DGM (Operations), Ceylon Petroleum Storage Terminals Ltd (CPSTL). The bidder or his authorized representative(s) is advised to attend the pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage by the bidders. All costs incurred in attending to this pre-bid meeting will have to be borne by the bidder.

1.5 BUSINESS REGISTRATION & PUBLIC CONTRACT REGISTRATION

- 1.5.1 Authorized Agents (Manufacturer's or Export agent's) in Sri Lanka, shall register with the Registrar of Companies and shall produce a valid copy of the Certificate of Incorporation issued by the Registrar of Companies of Sri Lanka together with the bid.
- 1.5.2 Any person who act as an agent or sub-agent, representative or nominee for or on behalf of any bidder/principal supplier, shall register himself/herself and such public contract as per Public Contracts Act, No 3 of 1987 for every public contract exceeding Five Million Sri Lankan Rupees (LKR 5,000,000.00) & the Certificate of Registration (FORM PCA 03) issues by the Registrar of Public Contracts of Sri Lanka in term of section 11 of the said Act shall be submitted along with the bid, only if the total value exceeding Five million Sri Lanka Rupees (LKR 5,000,000.00).
- 1.5.3 Where any person is an agent, sub-agent, representative or nominee for or on behalf of a bidder/principal supplier, he/she shall first produce a certificate of his appointment as agent, sub-agent, representative or nominee to the Registrar before he registers himself under the public contract. [Contact details of the Registrar: Department of Registrar of Companies, "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 / Tel.: +94-11-2689208/ +94-11-2689209 / E-mail: registrar@drc.gov.lk. (Contact details may vary from actual & CPSTL does not take any responsibility in this regard)]

1.6 DOCUMENTS TO ACCOMPANY THE 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 the required documents and details requested under **Section I** along with the bid shall result in the bid being rejected. All documentation/correspondence/catalogues/literatures shall be furnished in English language.

Section I

(Failure to furnish the following documents and details along with the bid shall result in the bid being rejected)

- 1.6.1 Public Contract Registration (Certificate PCA-03) as per ITB clause 1.5 (if applicable).
- 1.6.2 **Bid Security –** as per ITB clause 1.17.
- 1.6.3 Duly completed & signed Form of Bid Form Annexure "A" as per ITB clause 1.18.
- 1.6.4 Letter of Manufacturer's Authorization Annexure "E" as per ITB clause 1.19.
- 1.6.5 Duly completed & signed Schedule of Prices Schedule "A" as per ITB clause 1.20.

Section II

(Failure to furnish the following documents and details along with the bid may result in the bid being rejected)

- 1.6.6 Signature Authorization Letter as per ITB clause 1.9.
- 1.6.7 Detailed profile of the manufacturer and Country of Manufacture of the product.
- 1.6.8 Detailed profile of the company of the bidder (if the manufacturer is not the bidder).
- 1.6.9 Copy of Certificate of Incorporation as per ITB clause 1.5 (if applicable).
- 1.6.10 The Warranty offered & warranty conditions as per COC clause 2.4 (To be specified by a covering letter in the letterhead of the Manufacturer and the Bidder).
- 1.6.11 Proposed Third-Party Inspection Company and the location of inspection.
- 1.6.12 Certificate from the manufacturer that the goods offered are currently in manufacture and not prototypes or obsolete models.
- 1.6.13 Availability of mil test certificate (including chemical composition & physical properties) according to EN10204 (type to be indicated).
- 1.6.14 Past Performance Bidders shall forward past supply records (customer reference list with contact details) for the supply of marine hoses for SPMs, for the last ten (10) years period. Proof documents certified by such customers shall be provided.
- 1.6.15 A separate list of customers out of above list who has their SPMs under similar or worst sea conditions with proof documents (sea conditions to be provided) and contact details of such customers.
- 1.6.16 Consent to accept the Shipment & Delivery Period as per COC clause 2.8 or the period within which the items could be dispatched from the date of establishment of the Letter of Credit.
- 1.6.17 Completed Compliance/Deviations sheet Technical as per section 03 Scope of Supply and Specification.
- 1.6.18 Completed Compliance/Deviations sheet Terms & Conditions Annexure "F".

SEALING, MARKING & SUBMISSION OF BID

1.7.1 Bid shall be submitted in duplicate as per the conditions specified in this bidding document. The original and the duplicate of the bid shall be placed in separate envelopes marked 'ORIGINAL' and '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 SUPPLY OF 21 NOS. MARINE HOSES AND ACCESSORIES FOR SPM

MUTURAJAWELA, SRI LANKA - KPR/48/2019" on the top left hand corner and the statement, "DO NOT OPEN BEFORE 1400 HRS. ON 02ND DECEMBER 2019 and shall be addressed to;

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

- 1.7.2 If the outer envelope is not sealed and marked as required above, the CPSTL will assume no responsibility for the bid's being misplaced or premature opening.
- 1.7.3 If the bid is being submitted directly by the manufacturer or his authorized export agent abroad, they shall indicate whether they are represented by an authorized agent in Sri Lanka.
- 1.7.4 A local firm acting as authorized agent for more than one manufacturer or authorized export agent abroad, shall get each of his principal's authority to represents on their behalf and bid on separate sets of bidding documents purchased from CPSTL for such purpose with separate bid securities.
- 1.7.5 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.
- 1.7.6 Bids submissions through emails are not entertained. However, only the clarifications can be made through email address procure@cpstl.lk.

1.8 PERIOD OF VALIDITY OF BID

- 1.8.1 The bid shall necessarily be valid for acceptance **minimum until 02**nd **March 2020**. Bidder shall however, clearly indicate the maximum period that his bid would be valid. **A bid valid for a shorter period shall be rejected as non-responsive.**
- 1.8.2 In exceptional circumstances, the CPSTL may request the bidder to extend the period of validity of the bid 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 1.17 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.
- 1.8.3 All the prices indicated in the schedule of prices, Schedule "A" shall be firm & shall not be subject to any price variation within the period of validity stated above.
- 1.8.4 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 opening Letter of Credit and/or other required documentation if necessary.

1.9 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.

1.10 FORMAT AND SIGNING OF BID

The Original and the Duplicate of the bid shall be typed, or written in indelible ink, and shall be signed by the bidder, or person(s) duly authorized to bind the bidder to the Contract. **All pages of the bid except for un-amended printed literature shall be initialled by the persons(s) signing the bid.** Any inter lineation, erasures or over-writing 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.

1.11 AMENDMENTS/ CLARIFICATION OF BIDDING DOCUMENT

- 1.11.1 A prospective Bidder requiring any clarification regarding the provisions or terminology of the bidding document shall notify CPSTL in writing by hand or post or facsimile at the CPSTL's mailing address indicated in ITB clause 1.7 or by email to procure@cpstl.lk, on or before the date of the pre-bid meeting given in ITB clause 1.4. Similarly, if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage.
- 1.11.2 CPSTL will respond in writing by post and/or by email to any such request for clarification or modification, objections or complaints to the bidding document that are received on or before the date of the pre-bid meeting. Copies of the CPSTL's response will be sent by post and/or by email to prospective bidders who have collected the bidding documents, including description of the inquiry but without identifying its source, within seven (07) days prior to the closing of the bid.
- 1.11.3 The Chairman, MPC 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.
- 1.11.4 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.
- 1.11.5 All correspondence shall be addressed to the mailing address or email address 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.
- 1.11.6 Where a bidder has not sought any clarifications/information such bidder shall be deemed to have accepted the bidding document in full.

1.12 DEADLINE FOR SUBMISSION OF BIDS

The Chairman, MPC must receive bids at the address specified under ITB clause 1.7 not later than the time and date stipulated. The Chairman, MPC may at his discretion, extend this deadline for submission of bids, by amending the bidding document, in which case all right and obligations of CPSTL and the bidders will thereafter be subjected to the deadline as extended.

1.13 LATE BIDS

Any bid received by the Chairman, MPC after the deadline for submission of bids, will be rejected and returned unopened to the bidder.

1.14 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

1.14.1 Bidder may modify, substitute or withdraw the bid after submission, provided that written notice of the modification, Substitution or withdrawal is received by the CPSTL, prior to the deadline prescribed for bid submission. The bidder's modifications or substitution shall be prepared, sealed, marked and dispatched as follows;

The bidder shall provide an **Original** and a **Duplicate** as specified in the ITB clause 1.7 of any modifications or substitution to his bid, clearly identified as such in two envelopes, duly marked "BID FOR THE SUPPLY OF 21 NOS. MARINE HOSES AND ACCESSORIES FOR SPM MUTURAJAWELA, SRI LANKA - KPR/48/2019". The envelopes shall be sealed in an outer envelope, duly marked "BID MODIFICATIONS or BID SUBSTITUTION".

- 1.14.2 A Bidder wishing to withdraw his bid 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".
- 1.14.3 Bid modifications, substitutions and withdrawal notices shall be sent **to reach** the address which is indicated in ITB clause 1.7, not later than the deadline for submission of bids.
- 1.14.4 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 1.7, not later than the deadline for submission of bids.
- 1.14.5 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.

1.15 CLOSING OF BIDS

1.15.1 Bids enclosed, sealed marked and addressed as aforesaid, shall be sent under courier or registered post or sealed cover to reach,

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

not later than 1400 hrs. Sri Lanka local time (GMT+5.5) on Monday, 02nd December 2019. If the bidders or their representatives choose not to send their bids as above said, they could deposit such bids in the Tender Box provided for this purpose kept at the above address.

1.15.2 Bids will be closed at 1400 hrs. Sri Lanka local time (GMT+5.5) on Monday, 02nd December 2019.

1.16 OPENING OF BIDS

1.16.1 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.

- 1.16.2 The Bid Opening Committee (BOC) as appointed by the MPC, 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 bidders so 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.
- 1.16.3 Late Bids will not be entertained and will be rejected and returned unopened to the bidder. Bids that are not opened will not be considered for evaluation, regardless of the circumstances.

1.17 BID SECURITY

- 1.17.1 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,
 - 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 bank guarantee issued by a reputed foreign bank with the bank guarantee confirmed by a recognized commercial bank operating in Sri Lanka

(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)

and payable to CPSTL on demand, for a minimum sum of Sri Lankan Rupees Three million five hundred thousand (LKR 3,500,000.00) or United states Dollars Fourteen thousand (USD 19,600.00), or

- iv) in the form of a cash deposit to the CPSTL Cashier for a minimum sum of Sri Lankan Rupees Three million five hundred thousand (LKR 3,500,000.00).
- 1.17.2 The bid security shall be unconditionally en-cashable on demand by CPSTL and shall be valid minimum until 30th March 2020.
- 1.17.3 In case of a bank guarantee, it shall be furnished without a substantial departure to the format given in Annexure "B". In case of the authorized agent in Sri Lanka arrange and submits a bank guarantee as the bid security, on behalf of the principal supplier (if the bidder is manufacturer or his authorized export agent abroad), both names of the authorized agent in Sri Lanka & the principal abroad shall appear in the bank guarantee.
- 1.17.4 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.
- 1.17.5 In exceptional circumstance, prior to expiry of the period of validity of the bid, the MPC 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 1.8. 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.
- 1.17.6 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.

1.18 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 submitted dully filled & signed Form of Bid - Annexure "A" along with the bid.

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

1.19 LETTER OF MANUFACTURER'S AUTHORIZATION

- 1.19.1 Offers from authorized agents signing the bids on behalf of manufacturers, will not be considered unless they hold the Letter of Manufacturer's Authorization from the manufacturers empowering the agents to offer on their behalf, to enter into a valid agreement on behalf of them to fulfil all the terms and conditions of the contract, in the event of the tender being awarded. Format for Manufacturer's Authorization Annexure "E" is attached.
- 1.19.2 In the event that the bidder is the manufacturer, the Letter of Manufacturer's Authorization is not required. However, he shall issue an Authorization Letter to the authorized agent in Sri Lanka (if applicable).
- 1.19.3 In the event that the bidder is the manufacturer authorized export agent abroad, he shall furnish the Letter of Manufacturer's Authorization as per the format Annexure "E" from the manufacturer. Also, he shall issue an Authorization Letter to the authorized agent in Sri Lanka (if applicable).
- 1.19.4 In the event that the bidder is the authorized agent in Sri Lanka, he shall furnish the Letter of Manufacturer's Authorization as per the format Annexure "E" from the manufacturer. Also, he shall submit an Authorization Letter obtained from the manufacturer authorized export agent abroad, (if applicable).
- 1.19.5 In case of an order, the agreement will be signed with the principal supplier/authorized agent in Sri Lanka and the Purchase Order will be placed and the Letter of Credit will be opened in favor of the principal supplier (Manufacturer/Manufacturer authorized export agent abroad).
- 1.19.6 The successful bidder (in case the bidder is the authorized agent in Sri Lanka) shall submit a **Legally Executed Power of Attorney** from his principal upon acceptance of his bid as per the COC clause 2.2 (if requested by CPSTL).
- 1.19.7 Failure to submit the Manufacturer's 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.
- 1.19.8 Nomination of an agent after the submission of bid will not be valid and the name of the declared principal/beneficiary will not be changed at any time.

1.20 SCHEDULE OF PRICES

- 1.20.1 Offered Prices shall be in the form of Schedule of Prices marked Schedule "A" given in the bidding document and the bidder is required to duly sign and return the same
- 1.20.2 Prospective Bidders are requested to submit their bids (except other local charges) in any single internationally accepted foreign currency (i.e. USD, GBP, EURO, YEN, SGD etc.,) which is freely convertible in Sri Lanka.
- 1.20.3 Details of other local charges (if any), along with all applicable taxes in Sri Lanka Rupees, shall be disclosed in the appropriate column of the schedule of prices.
- 1.20.4 CPSTL will undertake the clearance of the items and bear the cost of clearance, cost of customs duties at the Port of Colombo and other Government levies (in Sri Lanka). Hence, such charges shall not be included in the bid price.
- 1.20.4 Bids not submitted on the prescribed form and in the manner required are liable for rejection.

1.21 PRELIMINARY EXAMINATION OF BIDS

- 1.21.1 The Technical Evaluation Committee (TEC) on behalf of the MPC, 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 MPC may, at its discretion call clarifications from Bidders.
- 1.21.2 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.
- 1.21.3 Bidders shall promptly response to any query raised by the CPSTL 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.

1.22 CORRECTIONS 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 MPC 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.

1.23 EVALUATION OF BIDS

- 1.23.1 The CPSTL will carry out bid evaluation to determine the substantially responsive lowest evaluated bid out of the bids received. A substantially responsive bid is one, which conforms to the terms, conditions and specifications of the bidding document. Incomplete bids will be rejected. Award will be made to the substantially responsive lowest evaluated bid.
- 1.23.2 MPC reserves the right to evaluate bids on item wise price or lump sum basis & make split orders/single order considering the economic benefit to CPSTL provided such split orders are acceptable to the bidders (s) selected by MPC.
- 1.23.3 To facilitate evaluation & comparison of bids, all prices quoted in foreign currency (on Foreign Supply Basis bids) will be converted to Sri Lanka Rupees at the Selling Exchange Rate determined by the Central Bank of Sri Lanka prevailing on the date of opening of Bids.
- 1.23.4 Evaluation will be done on total Delivered at Site price basis. Bids received on Foreign Supply basis will be converted in to Delivered at Site price by adding Customs Duty, Surcharge, Cess, PAL, VAT, NBT, SRL, Computer & other charges, Port Authority & handling charges, Wharf clearing charges, Transport charges, Other local charges (if any) & any other prevailing charges.
- 1.23.5 Those who are eligible for import tax concessions shall indicate the same clearly in detail with relevant certifications. In such case, a bank guarantee covering the total concession amount with validity of six (06) weeks longer than delivery period shall be submitted along with the bid. The bank guarantee will be released only after clearance of cargo from Sri Lanka Customs. If not, standard prevailing tax rates will be applied in the evaluation of bids.

1.24 POWER TO ACCEPT OR REJECT ANY OR ALL BIDS

- 1.24.1 The MPC will not be bound to make the award to the bidder submitting the lowest bid.
- 1.24.2 The MPC reserves the right to reject any or all bids or any part thereof, without adducing any reasons.

1.25 AWARD CRITERIA

- 1.25.1 The MPC reserves the right to award the contract and place the order on either of FOB basis and to arrange freight through Ceylon Shipping Corporation Limited (CSCL) or their nominated freight forwarder and to arrange marine insurance through any local insurance company or CFR basis and to arrange marine insurance through any local insurance company or CIF basis.
- 1.25.2 Subject to ITB clauses 1.23, CPSTL shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive lowest evaluated bid, provided that the bidder is determined to be qualified to perform the contract satisfactorily.

1.26 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 MPC 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)

02. CONDITIONS OF CONTRACT (COC)

Bidder's standard conditions of sale, usually printed on the reverse side of the Performa Invoice or in a separate format will not be accepted. The Conditions of this tender will prevail.

2.1 PERFORMANCE SECURITY

- 2.1.1 The successful bidder (hereinafter called as the Supplier) is required to provide a performance security to safeguard the CPSTL against non-performance of the contract. The supplier, 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 bank guarantee issued by a reputed foreign bank with the bank guarantee confirmed by a recognized commercial bank operating in Sri Lanka

(The bank shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka))

and payable to CPSTL on demand, in a minimum sum equivalent to 15% of the total contract value of the accepted bid in Sri Lankan Rupees (LKR) or United States Dollars (USD), or

- iv) in the form of a cash deposit to the CPSTL Cashier for a minimum sum equivalent to 15% of the total contract value of the accepted bid in Sri Lankan Rupees (LKR).
- 2.1.2 In case of a bank guarantee, it shall be furnished without a substantial departure to the format given in Annexure "D". In case of the authorized agent in Sri Lanka arrange and submits a bank guarantee as the performance security, on behalf of the principal supplier (if the bidder is manufacturer or his authorized export agent abroad), both names of the authorized agent in Sri Lanka & the principal abroad shall appear in the bank guarantee.
- 2.1.3 If the supplier fails to furnish the performance security as aforesaid, his name will 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 supplier.
- 2.1.4 The supplier, 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.
- 2.1.5 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 not less than twelve (12) months from the date of Bill of Lading (B/L) of the Submarine Hoses.
- 2.1.6 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 AGENT TO HOLD OF POWER OF ATTORNEY

The supplier when notified by the CPSTL of acceptance of the bid, shall submit a Legally Executed Power of Attorney valid for minimum one (01) year from the letter of acceptance empowering the agent to act on behalf of the principal supplier, within fourteen (14) days from the letter of acceptance (if requested by CPSTL).

2.3 CONTRACT AGREEMENT

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

2.4 WARRANTY

- 2.4.1 The supplier shall give Manufacturer's warranty that the design, designed configuration engineering is free from errors as well as equipment/material supplied shall be free from defects and shall conform to and shall perform as per design so as to comply with specifications contained under Section 03 Scope of Supply and Specifications. This Manufacturer's warranty for design, manufacturing and operations shall cover a minimum period of three (03) years from the date of B/L or two (02) years from the date of installation & commissioning, whichever occurs first. Warranty conditions & period shall be clearly indicated in the bid. Failure to provide such warranty may result in the rejection of the bid.
- 2.4.2 All such defects or failure of the hoses or any part of it found within the period specified shall be rectified or replaced the defective components free of charge by the supplier.

2.5 THIRD PARTY PRE-SHIPMENT INSPECTION & WITNESS OF INSPECTION

- 2.5.1 Third Party Pre-Shipment Inspection shall be arranged by the supplier in such a way that each consignment be subjected to a pre-shipment inspection for quality, quantity, packaging & marking requirements at the sole discretion of CPSTL by an independent internationally recognized inspector who having full membership of IACS (International Association of Classification Society) proposed by the successful bidder & approved by CPSTL.
- 2.5.2 The cost involved for this Third-Party Pre-Shipment Inspection shall be disclosed in the appropriate columns of the schedule of prices as in the Schedule "A".
- 2.5.3 The quality and quantity determined by this independent inspector shall be binding on both parties. Inspection report signed & stamped by the third-party inspector shall be sent before the shipment to CPSTL by courier and CPSTL in return will send the "Letter of Acceptance to Ship" back to the supplier within seven (07) working days after receipt of the original inspection reports. Shipment shall be made only after receipt of the "Letter of Acceptance to Ship" from CPSTL. A copy of this letter shall be submitted to the bank with the original shipping documents. These terms shall be included in the Letter of Credit as a condition.
- 2.5.4 In addition to the above Third-Party Inspection, supplier shall allow two (02) mechanical engineers of CPSTL to witness the tests, procedures and perform inspection of the goods at the manufacturing site.
- 2.5.5 The cost involved for this inspection visit, except cost of the return air tickets & visa processing fee shall be disclosed in the appropriate columns of the schedule of prices as in the Schedule "A"
- 2.5.6 The supplier shall intimate well in advance the schedule of Third-Party Pre-Shipment Inspection to arrange mechanical engineers to witness the inspection at manufacturing site. The supplier shall give forty-five (45) days' notice to CPSTL before inspection with seven (07) days confirmation notice.
- 2.5.7 Cost of air tickets (including visa) for the aforesaid two (02) mechanical engineers will be arranged & born by CPSTL up to closest international airport to the manufacturing site & the supplier shall provide proper and reasonable facilities for the two CPSTL engineers, covering inland travelling for examining including pick-up from airport and drop to airport, inspection, testing, necessary personal protective equipment (PPE) and gauging such items and shall also supply free of charge such apparatus, materials, tools, gauges, labour & assistance as may be required from time to time for the purpose of such examinations, inspections, testing & gauging.
- 2.5.8 The CPSTL shall have full authority to reject any item, which does not in the opinion of the CPSTL representative or Certifying Authority comply with the CPSTL specifications.

2.6 PACKING & TRANSPORTATION

Packing should be seaworthy and suitable to protect the goods from adverse weather conditions and shocks during the voyage handling & storage.

The supplier shall provide packing & transport in accordance with the following requirements.

- (a) Hose assemblies shall be wrapped in water proof paper or CPSTL approved equivalent for ultraviolet protection over its length.
- **(b)** Flanged end shall be protected by "non-vented" wooden discs of greater diameter than that of the flange. These discs shall be bolted in four (04) diametrically opposites places.
- (c) Hoses shall be packed on steel pallets fitted with rubber padding at the hose resting points.
- (d) Lifting points shall be clearly marked on the packing to show permitted points for handling.
- **(e)** Nipple areas shall be secured to the pallet by bolting or strapping. Nipple coating and hose cover shall be protected against damage from bolting or strapping.
- (f) Packing shall be sufficiently robust to withstand all handling during transportation.
- **(g)** Reasonable precaution shall be taken to ensure that the packing material does not cause permanent deformation of the floatation material.
- (h) All other items to be packed in wooden boxes.
- (i) The manufacturer shall provide detailed direction for packing, lifting, storing and unpacking. One (01) copy of directions shall be included with the shipment.
- (j) All hose assemblies shall be transported horizontally straight and supported properly.
- (k) Stacking is permissible if layers are separated and properly supported.
- (I) No heavy objects shall be placed on top of hose assembly packages where damage to packing is possible.

2.7 SHIPMENT AND SHIPPING DOCUMENTATION

- 2.7.1 Immediately after the consignment is shipped, the supplier shall send an Email/Fax stating the name of the Vessel with quantities shipped. Also copies of each of the following shipping documents shall be sent by courier, addressed to the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka or by e-mail to procure@cpstl.lk.
 - (i) Clean on Board Freight prepaid/collect (as per award) Bill of Lading in favour of Sri Lankan bank nominated by CPSTL, showing destination as Colombo and notifying party as Ceylon Petroleum Storage Terminals Limited.
 - (ii) Commercial Invoices, showing FOB, Sea Freight, Marine Insurance and CIF separately (as per award).
 - (iii) Packing List.
 - (iv) Certificate of Country of Origin.
 - (v) Copy of the "Final approval document for shipment" issued by CPSTL.
- 2.7.2 It is the responsibility of the supplier to submit the shipping documents complied with payment terms to the bank & make them available at the nominated bank in Sri Lanka in time enabling CPSTL to clear the cargo from customs & airport/harbor. However, in case of cargo demurrage/detention charges/shipping guarantee charges incurred due to delay in submitting shipping documents, the supplier is held liable for such charges & the supplier should reimburse such costs incurred to CPSTL within fourteen (14) days of receipt of a claim with supporting documents from CPSTL.

2.8 ASSURANCE ON DELIVERY

2.8.1 Supplier will be called upon to supply 21 nos. marine hoses and accessories for the floating hose system at SPM Muturajawela, Sri Lanka to the Ceylon Petroleum Storage Terminals Limited conforming to specifications and strictly abide by the agreed delivery dates, which shall be as below schedule

a) Delivery of the 01st Lot

All marine hoses & accessories except 03 Nos. Submarine hoses and floats shall be delivered to reach Colombo port within a period of **four (04) months** from the date of establishment of the Letter of Credit.

b) Delivery of the 02nd Lot

03 Nos. Submarine hoses and floats shall be delivered to reach Colombo port within a period of **six (06) months** from the date of establishment of the Letter of Credit.

2.8.2 However, bidders shall indicate the period within which the items could be dispatched from the date of establishment of the Letter of Credit (Shorter delivery periods are most welcome).

2.9 INSTALLATION OF SUBMARINE HOSES

- 2.9.1 Supplier shall send a service engineer from the marine hose manufacturer to the SPM site in Sri Lanka at the time of installations of under buoy hose system to confirm the "hose string configuration is as per the design" and to provide manufacturer's acceptance for operation.
- 2.9.2 The date of installation of under buoy hose system will be informed to the supplier before thirty (30) days of such installation with seven (07) days confirmation notice.
- 2.9.3 The cost involved for this visit, except visa processing fee, shall be borne by the CPSTL and the bidder shall provide the daily rates (excluding above mentioned cost) and conditioned together with the bid proposal.
- 2.9.4 However, the MPC reserves the right take the final decision regarding the requirement of installation supervision at the time of awarding of the tender.

2.10 MODE OF PAYMENT

- 2.10.1 Payments shall be made by an irrevocable non-transferable Letter of Credit (L/C) to the principal.
- 2.10.2 Any bank charge incurred in amending L/C terms at the request of the supplier, he shall be required to bear such charges. L/C opening charges shall be borne by the applicant and all other charges outside the country including confirmation charges (*if required*) shall be borne by the beneficiary.
- 2.10.3 CPSTL will provide a draft L/C for the approval of the beneficiary prior to the transmission of the L/C. Beneficiary shall inform the adjustments/confirm the same within three (03) working days from the date of receipt of the draft.
- 2.10.4 The following information are very essential for CPSTL to obtain the necessary Import License and for establishment of L/C without delay. Hence, the supplier will be requested to submit a Pro Forma Invoice, incorporating following information.
 - I. Pro Forma Invoice Number, Date, Supplier's Address & Contact details
 - II. Country of Origin/Manufacture
 - III. Country & Port of Shipment
 - IV. The Harmonized System (HS) Number
 - V. Bank account details of the declared principal/beneficiary
 - VI. Name, address, SWIFT/IBAN/Sort code/s of the bank for negotiation of L/C
 - VII. Latest date of Shipment/Delivery Period

- 2.10.5 The cost of Third-Party Pre-Shipment Inspection witness visit by CPSTL engineers shall be paid by direct wire transfer upon acceptance of the inspection report.
- 2.10.6 Other local charges (if any) along with all applicable taxes shall be paid to the authorized local agent, in Sri Lanka Rupees, only after the successful completion of the order as per the terms and conditions of the contract.
- 2.10.7 No payment will be made to local entity in foreign currency.
- 2.10.8 Name of the declared principal supplier/beneficiary will NOT be changed at any time.
- 2.10.9 Any payment term requiring advance payments will not be accepted by CPSTL.

2.11 DELAYS IN DELIVERY

- 2.11.1 Where the supplier does not supply the item/s in due time, in accordance with the stipulated and agreed dates of delivery, as given in the bidding document, the supplier shall when required by CPSTL be bound to supply such quantity/ties of item/s as may be necessary immediately by CPSTL by making suitable arrangements, in order that the said item/s will reach CPSTL in due time.
- 2.11.2 Should the supplier fail to arrange for the supply item/s in the manner aforesaid, CPSTL shall have the right to make suitable alternate arrangements without any notice to the supplier for the required supplies and to claim from the supplier, the additional expenses thereby incurred by CPSTL.

2.12 LIQUIDATED DAMAGES

- 2.12.1 Should the supplier fail to supply the item/s, within the period specified or should he fail to replace any rejected quantity/ties within the period allowed, the supplier shall be liable to pay as pre-estimate of Liquidated Damages (LD), the sum of 1/300th of the total contract value of the order per calendar day for delay in executing the order, until the order is completed subject to a maximum of 10% of total item value of the order.
- 2.12.2 In case of such LD being imposed by CPSTL and such LD charge will be recovered from the supplier.
- 2.12.3 However, CPSTL reserves the right to cancel the award of the tender, if the item/s is/are not delivered within the delivery period agreed by the supplier without any reasonable proven reason to CPSTL or at the reach the maximum LD of 10% of total item value of the order.

2.13 DEFAULTS BY SUCCESSFUL BIDDER

- 2.13.1 If for any reason, in the opinion of CPSTL, the supplier becomes incapable or unable to supply item/s offered in his bid, CPSTL shall have the right to obtain such item/s from other sources without being liable in any manner whatsoever, to the supplier.
- 2.13.2 If the supplier, defaults in the supply or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the supply item/s 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.
- 2.13.3 The supplier in these circumstances shall also render himself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in CPSTL bids.

2.14 PATENT INFRINGEMENT

Supplier shall defend any and all infringement suits in which CPSTL is made a defendant, alleging patent infringement on items purchased from the supplier. Supplier shall pay all costs and expenses incident to any such litigation. It being further agreed and understood, that CPSTL shall have the right to be represented therein by counsel, of their own selection and paid by them. Supplier shall pay all damages profits and/or costs, which may be subjected under the patent rights.

2.15 CONTRACT NOT TO BE SUBLET

The supplier shall not assign or sublet without the written authority of the Chairman, MPC; his obligations to supply the items 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.

2.16 SUPPLIER'S STANDARD CONDITIONS OF SALE

Supplier's standard conditions of sale, usually printed on the quotation/invoice or in a separate format will not be accepted. The terms & conditions of this bidding document of CPSTL shall prevail.

2.17 FORCE MAJEURE

Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion, Revolution, Insurrection, Military power, Earthquake, Plagues or Tsunami, the supplier shall undertake all risks and liabilities of whatsoever kind arising out of incidentals or connected with the supplier.

2.18 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 tribal by court of law of The Democratic Socialist Republic of Sri Lanka.

2.19 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+5.5) before the closing date of the bid.

Telephone : +94-11-2572156/ +94-11-5750764

Facsimile : +94-11-2572155 Email : procure@cpstl.lk

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

03. SCOPE OF SUPPLY AND SPECIFICATIONS

3. **SCOPE OF SUPPLY AND SPECIFICATIONS**

3.1 **SCOPE OF SUPPLY**

CPSTL wish to obtain the quotations for the items listed below,

Important: All technical data of hoses under constructions of single-carcass to be attached along with bidding document.

Marine Hoses & Accessories

	Marine Ho	ses & A	Accessories
Item No.	Qty. Required Description		
			Hoses & Accessories for Floating Hose System
01	12	No.	16"Ø x 40' Kink Resistant, Mainline Floating Hose with ANSI 150# WN/FF Flanges at both ends
02	01	No.	16"Ø x 40' Half Tapered, One End Reinforced, Half Float, Kink Resistant First Off the Buoy Hose with ANSI 300# WN/FF Flange at the Reinforced End and ANSI 150# WN/FF Flange at the other End
03	03	No.	12"Ø x 40' Kink Resistant, Floating Tail Hose with ANSI 150# WN/FF Flanges at both ends
04	01	No.	16"Ø - 12"Ø x 40' Kink Resistant, Mainline Floating Hose with Integral Reducer and ANSI 150# WN/FF Flanges at both ends
05	01	No.	12"Ø x 30' Kink Resistant, Floating Tanker Rail Hose (Barbell) with ANSI 150# WN/FF Flanges at both ends
			Hoses & Accessories for Under buoy Hose System
06	01	No.	16"Ø x 30' One End Reinforced, Kink Resistant, Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends (for Buoy end)
07	01	No.	16"Ø x 25' Kink Resistant, Standard Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends
08	01	No.	16"Ø x 30' One End Reinforced, Kink Resistant, Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends (for PLEM end)
09	05	No.	Hinged Turnbuckle Type Body Floats
10	05	No.	Hinged Turnbuckle Type End Floats
11	36	No.	7/8" Ø-9TUNC#210MM threaded stud bolt with 02 nuts
12	120	No.	7/8" Ø-9TUNC#120MM threaded stud bolt with 02 nuts
13	120	No.	1 1/4" Ø-8TUNC#190MM threaded stud bolt with 02 nuts
14	224	No.	1" Ø-8TUNC#140MM threaded stud bolt with 02 nuts
15	36	No.	7/8" Ø-9TUNC#250MM threaded stud bolt with 02 nuts
16	02	No.	Butterfly Valve 12" ANSI 150 Connection
17	02	No.	Studded Cam Locking for 12" Hose
18	04	No.	Obstruction Light for 16" Dia. Hose

Note:

- The floating hose system is undergone very severe weather condition during more than six 1): month in the year and therefore "the design of the first off hose(ITEM-2) should be very critical" and - frequent failures of this hose is being experienced and the hose shall be robust enough to withstand for the "weather parameter applicable "for hose design given in this document, therefore the successful bidder shall discuss with CPSTL about the operational issues before starting the manufacturing process (if any).
- 2). Simulated Model Testing for under buoy Hose System

Manufacturer shall conduct a detailed Simulated Model Testing (Static & Dynamic) for the Under buoy hose system according to the relevant information given in the drawings, environmental & other technical data given under Clause 3.5, 3.6, drawings attached and design data of the buoy which can be provided to the contractor after awarding the Tender in order to configure the hose string as "Chinese Lantern" method for two PLEMs.

- Individual sizes of Item 06, 07 & 08 and quantity of Item 09 &10 shall be decided by the supplier in 3). accordance with results of static and dynamic simulation
- 4). Manufacturer shall send a service engineer to the SPM site in Sri Lanka at the time installations of under buoy hose system to confirm the "hose string configuration is as per the design" and to provide manufacturer's acceptance for operation as per Clouse 2.8

3.2 SPECIFICATIONS FOR MARINE HOSES AND ACCESSORIES

The bidder shall indicate whether the required specifications are met by them by marking (Yes) if it meets the requirements/comply and (No) if it is not, in front of each requirement/specification in the right hand corner of each item. Variations and/or deviations from specification, if any, should be illustrated clearly in detail.

Please note that the following specifications are for the Standard single carcass hoses.

16"Ø x 40' Kink Resistant, Mainline Floating Hose with ANSI 150# WN/FF Flanges at both ends 3.2.1 (Item No. 01)

Nominal Bore Diameter : 16" (inch) Lenath : 40' (feet)

Rated Working Pressure (RWP) 15.5 barg (225psig) Minimum Burst Pressure 77.5 barg (1125psig) Allow. Operating Pressure -0.85 barg to RWP **Design Temperature** : -29°C to 82°C

Hose Construction Kink Resistant. **Standard** Carcass, reinforced with textile or

fabric cord layers

Floatation : Integral with 20% Reserve Buoyancy

minimum when filled with Seawater Flange Material : ASTM A 105

Flange Rating : ANSI/ASME B16.5 Class 150 at both ends Flange Coating : Hot Dip Galvanized or Zinc Rich Primer

svstem : Flat Face Flange Face

Cover Rubber (black colour) with orange colour spirally wound stripe, resistant to aging

and oil & Seawater penetration

abrasion, weathering, tearing, sunlight,

Cover Thickness : Manufacturer's standard

: 6 times of nominal bore diameter of the Minimum Bending Radius

hose

Conductivity : Electrical Continuous

: Max. 2.5% Temporary Elongation permanent Elongation : Max. 0.7% : up to 21m/sec Flow Velocity

Aromatic Hydrocarbon Content : Max. 60%

Applicable Standards : OCIMF "GMPHOM" 2009, 5th Edition

Single

3.2.2 16"Ø x 40' Half Tapered, One End Reinforced, Half Float, Kink Resistant First Off the Buoy Hose with ANSI 300# WN/FF Flange at the Reinforced End and ANSI 150# WN/FF Flange at the other end (Item No. 02)

Nominal Bore Diameter : 16" (inch) : 40' (feet) Lenath

Rated Working Pressure (RWP) : 15.5 barg (225psig) Minimum Burst Pressure : 77.5 barg (1125psig) Allow. Operating Pressure : -0.85 barg to RWP

Design Temperature : -29°C to 82°

Hose Construction : Kink Resistant, Standard Single

Carcass, reinforced with textile or

fabric cord layers

Flange Material : ASTM A 105

Flange Rating : ANSI/ASME B16.5 Class 300 at the Buoy

end & ANSI/ASME B16.5 Class 150 at the

: Hot Dip Galvanized or Zinc Rich Primer Flange Coating

system

Flange Face : Flat Face

Rubber (black colour) with orange colour Cover

> spirally wound stripe, resistant to aging abrasion, weathering, tearing, sunlight, oil

& sea water penetration

Manufacturer's standard Cover Thickness

Minimum Bending Radius 3 times of nominal bore diameter of the

hose at the non-floating part 6 times of nominal bore diameter of the hose at the

floating part

Conductivity **Electrical Continuous**

Temporary Elongation : Max. 2.5% Permanent Elongation : Max. 0.7% Flow Velocity : up to 21m/sec Aromatic Hydrocarbon Content : Max. 60%

OCIMF "GMPHOM" 2009, 5th Edition Applicable Standards

3.2.3 12"Ø x 40' Kink Resistant, Floating Tail Hose with ANSI 150# WN/FF Flanges at both ends (Item No. 03)

Nominal Bore Diameter : 16" (inch) : 40' (feet)

Rated Working Pressure (RWP) : 15.5 barg (225psig) Minimum Burst Pressure : 77.5 barg (1125psig) Allow. Operating Pressure : -0.85 barg to RWP : -29°C to 82°C Design Temperature

Hose Construction : Kink Resistant, Standard **Single**

Carcass, reinforced with textile or

fabric cord layers

Floatation : Integral with 20% Reserve Buoyancy

minimum when filled with Seawater

Flange Material : ASTM A 105

: ANSI/ASME B16.5 Class 150 at both ends Flange Rating Flange Coating : Hot Dip Galvanized or Zinc Rich Primer

system

Flange Face : Flat Face Cover : Rubber (black colour) with orange colour

spirally wound stripe, resistant to aging abrasion, weathering, tearing, sunlight,

and oil & Seawater penetration

Cover Thickness : Manufacturer's standard

Minimum Bending Radius : 6 times of nominal bore diameter of the

hose

Conductivity : Electrical Continuous

Temporary Elongation : Max. 2.5%
Permanent Elongation : Max. 0.7%
Flow Velocity : up to 21m/sec
Aromatic Hydrocarbon Content : Max. 60%

Applicable Standards : OCIMF "GMPHOM" 2009, 5th Edition

3.2.4 16"Ø - 12"Ø x 40' Kink Resistant, Mainline Floating Hose with Integral Reducer and ANSI 150# WN/FF Flanges at both ends (Item No. 04)

Nominal Bore Diameter : 11.85" (inch)
Length : 40' (feet)

Rated Working Pressure (RWP) : 15.5 barg (225psig)

Minimum Burst Pressure : 77.5 barg (1125psig)

Allow. Operating Pressure : -0.85 barg to RWP

Design Temperature : -29°C to 82°C

Design Temperature : -29°C to 82°C

Hose Construction : Kink Resistant, Standard Single Carcass, reinforced with textile or

fabric cord layers

Floatation : Integral with 20% Reserve Buoyancy minimum when filled with Seawater

Flange Material : ASTM A 105

Flange Rating : ANSI/ASME B16.5 Class 150 at both ends : Hot Dip Galvanized or Zinc Rich Primer

system : Flange Face : Flat Face

Cover : Rubber (black colour) with orange colour

spirally wound stripe, resistant to aging abrasion, weathering, tearing, sunlight,

and oil & Seawater penetration

Cover Thickness : Manufacturer's standard

Minimum Bending Radius : 6 times of nominal bore diameter of the

hose

Conductivity : Electrical Continuous

Temporary Elongation : Max. 2.5%

Permanent Elongation : Max. 0.7%

Flow Velocity : up to 21m/sec

Aromatic Hydrocarbon Content : Max. 60%

Applicable Standards : OCIMF "GMPHOM" 2009, 5th Edition

3.2.5 12"Ø x 30' Kink Resistant, Floating Tanker Rail Hose (Barbell) with ANSI 150# WN/FF Flanges at both ends (Item No. 05)

Nominal Bore Diameter : 12" (inch) Length : 30' (feet)

Rated Working Pressure (RWP) : 15.5 barg (225psig)
Minimum Burst Pressure : 77.5 barg (1125psig)

Allow. Operating Pressure : -0.85 barg to RWP
Design Temperature : -29°C to 82°C

Hose Construction : Kink Resistant, Standard Single

Carcass, reinforced with textile or

fabric cord layers

Floatation : Integral with 25% Reserve Buoyancy

minimum when filled with Seawater

Flange Material : ASTM A 105

Flange Rating : ANSI/ASME B16.5 Class 150 at both ends Flange Coating : Hot Dip Galvanized or Zinc Rich Primer

system

Flange Face : Flat Face

Cover : Rubber (black colour) with orange colour

spirally wound stripe, resistant to aging abrasion, weathering, tearing, sunlight,

and oil & Seawater penetration

Cover Thickness : Manufacturer's standard

Minimum Bending Radius : 4 times of nominal bore diameter of the

hose

Conductivity : Electrical Discontinuous

Temporary Elongation : Max. 2.5%

Permanent Elongation : Max. 0.7%

Flow Velocity : up to 21m/sec

Aromatic Hydrocarbon Content : Max. 60%

Applicable Standards : OCIMF "GMPHOM" 2009, 5th Edition

3.2.6 16"Ø x 30' One End Reinforced, Kink Resistant, Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends (for Buoy end) (Item No. 06)

Nominal Bore Diameter : 16" (inch)
Length : 30' (feet)

Rated Working Pressure (RWP) : 15.5 barg (225psig)

Minimum Burst Pressure : 77.5 barg (1125psig)

Allow. Operating Pressure : -0.85 barg to RWP

Design Temperature : -29°C to 82°C

Hose Construction : Kink Resistant, Standard Single

Carcass, reinforced with textile or

fabric cord layers

Flange Material : ASTM A 105

Flange Rating : ANSI/ASME B16.5 Class 300 at both ends
Flange Coating : Hot Dip Galvanized or Zinc Rich Primer
system

: Flat Face

Flange Face : Flat Face Cover : Rubber (

: Rubber (black colour), resistant to aging abrasion, weathering, tearing, sunlight,

and oil & Seawater penetration

Cover Thickness : Manufacturer's standard

Minimum Bending Radius : 4 times of nominal bore diameter of the

hose

Conductivity : Electrical Continuous

Temporary Elongation : Max. 2.5%
Permanent Elongation : Max. 0.7%
Flow Velocity : up to 21m/sec

Aromatic Hydrocarbon Content : Max. 60%

Applicable Standards : OCIMF "GMPHOM" 2009, 5th Edition

3.2.7 16"Ø x 25' Kink Resistant, Standard Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends (Item No. 07)

Nominal Bore Diameter : 16" (inch) : 25' (feet) Length

Rated Working Pressure (RWP) : 15.5 barg (225psig) Minimum Burst Pressure 77.5 barg (1125psig) -0.85 barg to RWP Allow. Operating Pressure **Design Temperature** -29°C to 82°C

Hose Construction : Kink Resistant, Standard Single

Carcass, reinforced with textile or

fabric cord layers

Flange Material : ASTM A 105

: ANSI/ASME B16.5 Class 300 at both ends Flange Rating Flange Coating Hot Dip Galvanized or Zinc Rich Primer

system

: Flat Face Flange Face

: Rubber (black colour), resistant to aging Cover

abrasion, weathering, tearing, sunlight,

and oil & Seawater penetration

Cover Thickness : Manufacturer's standard

Minimum Bending Radius 4 times of nominal bore diameter of the

hose

Conductivity **Electrical Continuous**

Temporary Elongation Max. 2.5% Permanent Elongation Max. 0.7% Flow Velocity up to 21m/sec Aromatic Hydrocarbon Content Max. 60%

Applicable Standards OCIMF "GMPHOM" 2009, 5th Edition

16"Ø x 30' One End Reinforced, Kink Resistant, Submarine Hose with Location Collars and ANSI 3.2.8. 300# WN/FF Flanges at both ends (for PLEM end) (Item No. 08)

Nominal Bore Diameter : 16" (inch) : 30' (feet) Length

Rated Working Pressure (RWP) : 15.5 barg (225psig) Minimum Burst Pressure 77.5 barg (1125psig) Allow. Operating Pressure -0.85 barg to RWP **Design Temperature** -29°C to 82°C

Hose Construction : Kink Resistant, Standard **Single**

Carcass, reinforced with textile or

fabric cord layers

Flange Material : ASTM A 105

Flange Rating : ANSI/ASME B16.5 Class 300 at both ends Flange Coating Hot Dip Galvanized or Zinc Rich Primer

system

Flange Face : Flat Face

Cover Rubber (black colour), resistant to aging

abrasion, weathering, tearing, sunlight,

and oil & Seawater penetration

Cover Thickness : Manufacturer's standard

Minimum Bending Radius 4 times of nominal bore diameter of the

hose

Conductivity **Electrical Discontinuous**

Temporary Elongation : Max. 2.5% Permanent Elongation Max. 0.7% Flow Velocity up to 21m/sec

Aromatic Hydrocarbon Content : Max. 60%

Applicable Standards OCIMF "GMPHOM" 2009, 5th Edition

3.2.9 Hinged Turnbuckle Type End Floats & Body Floats (Item No. 09 & 10)

Floats shall be **bead floats**, **hinged turnbuckle type**, capable of submergence to depth stated below (clause 3.5.1) without crushing or otherwise sustaining permanent damage, which would render the float unusable. All hardware used to secure the float halves together on the hoses shall be fabricated form stainless steel (Type 316) or equivalent corrosion resistant material.

Weight and buoyancy of the floats to be determined by the Manufacturer as per his design of under buoy hose system and shall consist of hard shell & closed cell Foam. Outer cover of floats will be Polyethylene or Polyurethane with the colour of white oil or fluorescent Orange.

3.2.10 Stud Bolt with 02 Nuts to Connect 12" and 16" Dia. Hoses having ANSI 300# & 150# FF Flanges (Item No. 11, 12, 13, 14 & 15)

Bolts : ASTM A 193 Gr. B7 Nuts : ASTM A 194 Gr. 2H

All stud bolts and nuts shall be properly coated with Xylar 1/ Xylan 1070/ 524 to protect them from for the intended use.

3.2.11 Butterfly Valve 12" ANSI 150 Connection (Item No. 16)

Working Pressure : 15 bar Disk Open
Test Pressure : 03 bar Seated
Test Pressure : 28 bar on Body

Temperature : Ambient

Valve Body Material : Cast Steel ASTM A 216 WCB Valve Disk Material : All Bronze BS 1400 AB2 or Ca

All Bronze BS 1400 AB2 or Cast Stainless Steel Conformed to JIS G 5121 SCS – 13 (304 Type) or SCS – 14 (316 Type)

Shaft Material : Stainless Steel W.St1.4122 or 304 SS

Locking Bolts, Box Wrench : Stainless Steel 304 SS

Connecting Bolts & Nuts : Alloy Steel, ASTM A 193 Gr. B7 & ASTM

A 194 Gr. 2H Coated Carbon Resin

Packing : wooden box

Important

Hydrostatic Test Certificate & Material Certificate according to EN 10204 – Type 3.1 shall be sent along with the items.

3.2.13 Studded Cam Locking for 12" Hose (Item No. 17)

Flange : ANSI Class 150, ASTM A 105 or JIS G

4051 S 25 C

'O" Ring : NBR

Cam : Carbon Steel, JIS G 4051 S 45 C Handle : Rolled Steel, JIS G 3101 SS 41

Connecting Stud & Nuts : Alloy Steel, ASTM A 193 Gr. B7 & ASTM

A 194 Gr. 2H

3.2.14 Obstruction Light (Anti Corrosive Aluminium Alloy Body) for 16" inner Dia. Floating Hose (Item No 18)

Height : Above 500 mm
Weight : Less Than 20 Kg

Body : Anti-Corrosive Aluminium Alloy suitable

for marine service (ASTM B 928 or eq.)

Stand & Cover : Galvanized Rolled Steel, JIS G 3101 SS

41

Stand Fixing Bolts : Stainless Steel 316

Body Colour : Yellow

Bulb : Tungsten Filament

Light & Lens Colour : Clear White

Optical Range : More than 5 km (when atmospheric

transmissivity factor = 0.85)

Flasher : Solid State with Sun switch

Flasher Frequency : Every 4 Sec. (0.5 Sec. On + 3.5 Sec. Off)

Bulb Life : 06 Months (above 500 Hrs)

Power Source : Alkaline Dry Cell or Solar Chargeable

Battery Pack Life : At least 03 months

Obstruction light should be able to fix to the hose flanges (ANSI 150#) on upright position and should withstand environmental conditions mentioned in clause 4.3. Battery pack, bulb & operations unit should be protected from seawater.

3.3 SCOPE OF TESTING

A recognized Third Party should witness the following test to be carried out in accordance with OCIMF "Guide to Manufacturing & Purchasing Hoses for Offshore Moorings" (GMPHOM) 2009, 5th Ed.

- (a) Material & Pre-Build Check
- (b) Inline Inspection of Hose Carcass, Buoyancy Material & Outer Cover
- (c) Adhesion Tests
- (d) Weight Tolerance Test for submarine hoses
- (e) Torsion Test
- (f) Tensile Test
- (g) Float Hydro Static Test & Impact Test
- (h) Float Trial Test

In addition, the Third Party Inspection will witness following Acceptance Tests along with Two (02) Mechanical Engineers appointed by CPSTL as per COC clause 2.4.

- (i) Hydrostatic Pressure Test
- (j) Vacuum Test
- (k) Electrical Continuity Test
- (I) Minimum Bending Radius Test
- (m) Bending Stiffness Test
- (n) Kerosene Test
- (o) Final Product Inspection

Important:

Third Party Inspection Certificate shall be issued prior to the shipment

3.4 IMPORTANT

- **01.** Country of Origin/Manufacturer shall be mentioned.
- **02.** Warranty if any shall be mentioned.
- **03.** Following information to be clearly indicated on each item by steel dye stamping or by water resistant paint.
 - a. Heat number & Load
 - b. CPSTL order & Tender Number
 - c. Manufacturer's name & Country of Origin

- **04.** All materials should be manufactured & testing should be as per OCIMF guidelines.
- **05.** All marine hoses should be manufactured in accordance with OCIMF "Guide to Manufacturing and Purchasing Hoses for Offshore Moorings (GMPHOM) 2009, 5th Ed., and shall withstand severe weather conditions as stipulated under 4.3. Manufacturers are strongly advised to seek clarifications from CPSTL if essential information are found missing or inadequate to select & design hoses for this particular Tender.
- **06.** The exposed internal & external surfaces of the end fittings and flanges (including flange faces) of all hoses should be hot dipped galvanized in accordance with EN ISO 1461with minimum average coating thickness of 85μm and the surfaces should be prepared for galvanizing by blast cleaning (grit blasting) to SA2 ½ followed by pickling in Acid.
- **07.** The serial number of each hose & floating reducer and the year of manufacture should be applied on the rim of each flange by depositing weld metal using electrodes having composition to ASME IIc code "Welding rods, electrodes & filler material", SFA-5.4 AWS classification E 308.
- **08.** Unless otherwise specified, all materials should be manufactured & testing should be as per OCIMF guidelines.

3.5 SITE CONDITIONS & WEATHER DATA APPLICABLE AT THE TERMINAL

3.5.1 General

Location : N = 203154.1 E = 93889.3

Chart Depth (MSL) : 18 m

Location of the SPBM : Approx. 3.25 km from Shore

Highest astronomical tide : 1 m

Storm tide : 1.2 m (Survival)

3.5.2 Operational Conditions (SPM with Tanker Moored)

Maximum Wave Height : 6.9 m
Significant Wave Height : 3.7 m
Spectrum Peak Period : 10.0 Sec
Associated Wave Period : 9.8 Sec
Wind Velocity : 20 m/s
Current Speed (surface) : 0.76 m/s

3.5.3 Survival Conditions (SPM without Tanker Moored)

Maximum Wave Height: 13.6 mPeak Wave Period: 12.9 SecSignificant Wave Height: 7.3 mSpectrum Peak Period: 11.3 SecAssociated Wave Period: 12.6 SecWind Velocity: 45.0 m/sCurrent Speed (surface): 1.25 m/s

3.6 INTENDED APPLICATION & GENERAL INFORMATION

All the hoses and accessories given in the Scope of Supply clause 3.1 are intended to be installed at Muthurajawela SPBM terminal operated by CPSTL. This terminal is only used for offloading finished products.

3.6.1 Characteristics of Products being Offloaded

Product : Kerosene, Diesel, Gasoline & Fuel Oil Temperature : Minimum 15 °C to Maximum 50 °C

Maximum Flow rate : 1800 m³/h

Tanker Discharge Pressure : 10 kg/cm² (150 psig)

Flow : From Tanker to Shore Tank

No	Product	Specific Gravity @ 15 °C	Viscosity @ 37.8 °C (cst)
01	Diesel	0.86	6 - 7
02	Kerosene	0.82	1.82
03	Petrol	0.725 – 0.785	7
04	Fuel Oil	Max. 0.97	180

3.6.2 Specifications of Vessels being Moored at SPM Terminal

Maximum Dead weight : 60,000 DWT

Overall Length : 228 m
Moulded Breadth : 34.9 m
Moulded Depth : 18.2 m
Draft (Full Load) : 12.7 m
Draft (Light Load) : 4.6 m

Refer Marlow Ropes drawing No: MR.01.002.6560 - "CALM Buoy Mooring Hawser Assembly

3.6.3 Specifications of the SPM Terminal

Type of SPBM : Duel Path Catenary Anchor Leg Mooring

(CALM)

Under buoy Hose System : Chinese Lantern

No of PLEMs : 02

Throughput : 1800 m³/hour

Overall Diameter of the Buoy : 8.5 m (approx)

Overall Height : 4 m (approx)

Dia. of Central Chamber : 3.4 m

Total Weight of the Buoy : 130 MT with product

Free Floating in Sea Water : 2.2 m Draft (approx) to the bottom of the

Under buoy Piping

Components of Watertight Hull : 07 No. of Separate Watertight

Compartments

01 No. of Cylindrical Central Chamber06 No. of Surrounding Compartments

No of Anchor Chain Legs : 06 spaced at 60^o interval

Chain Size : 3" & 31/2" Dia

Approx Length of each chain : 300 m
Radius from Buoy : 285 m

Weight of the Anchors : 12 & 16 MT (approx)

Refer SBM Atlantia drawing No: DSM11004 - "8.5 METER CALM BUOY Mooring Buoy Elevation General Arrangement", drawing No: DPM21004 & DPM21005 - "Rotating Part Pipe Elevation" for two pipe arms, drawing No: DPM21004 - "Fixed Part Piping Elevation", drawing No: DMM41001 - "Anchor Leg Configuration"

3.6.4 Existing Floating Hose System

The existing Floating Hose System consists of two floating strings.

Floating Hose String No. 1 (Inboard): Gas Oil / Gasoline / Jet A 1

No	Description	Size	Quantity
01	Partially Reinforced First Off the Buoy Hose	16" ø x 40'	01
02	Mainline Full Floating Hose	16" ø x 40'	15
03	Floating Tail Hose	12" ø x 40'	02
04	Tanker Rail Hose	12" ø x 30'	01

Floating Hose String No. 2 (Outboard): Fuel Oil

No	Description	Size	Quantity
01	Partially Reinforced First Off the Buoy Hose	16" ø x 40'	01
02	Mainline Full Floating Hose	16" ø x 40'	16
03	Floating Tail Hose	12" ø x 40'	02
04	Tanker Rail Hose	12" ø x 25'	01

Refer SBM Atlantia drawing No: DPM46001 – "Floating Hose Configuration"

3.6.5 Existing Under buoy Hose System

The existing Under buoy Hose System consists of two floating strings.

Under buoy Hose String No. 1 (Inboard): Gas Oil / Gasoline / Jet A 1

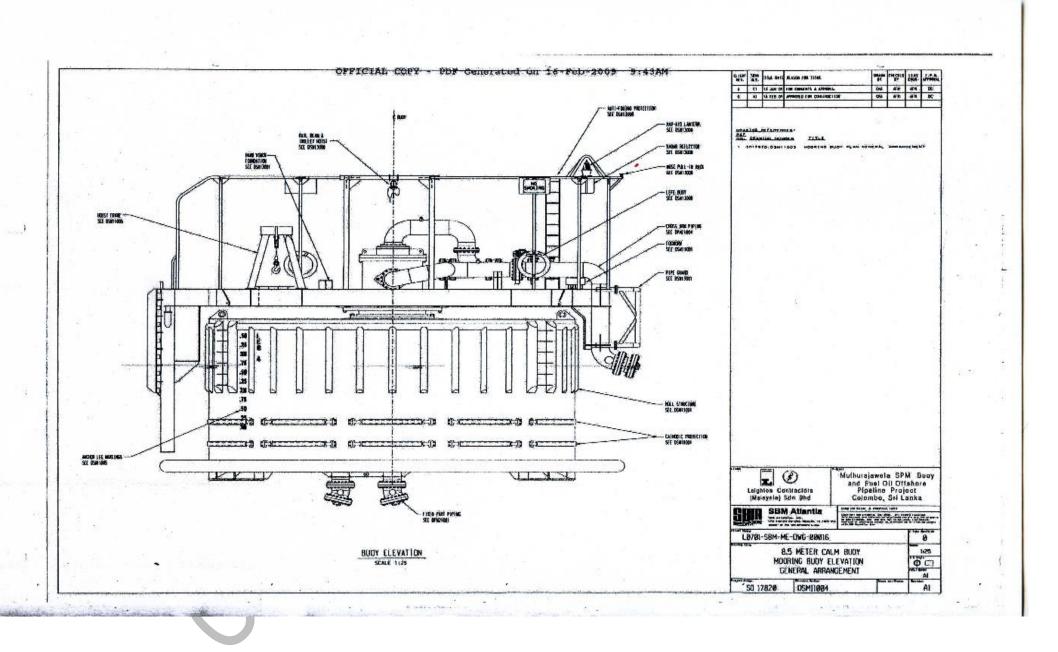
No	Description	Size	Quantity
01	One End Reinforced Submarine Hose (Buoy side)	16" ø x 30'	01
02	Mainline Submarine Hose	16" ø x 25'	01
03	One End Reinforced Submarine Hose (PLEM Side)	16" ø x 30'	01
04	End Floats	·	01
05	Body Floats	-	04

Under buoy Hose String No. 2 (Outboard): Fuel Oil

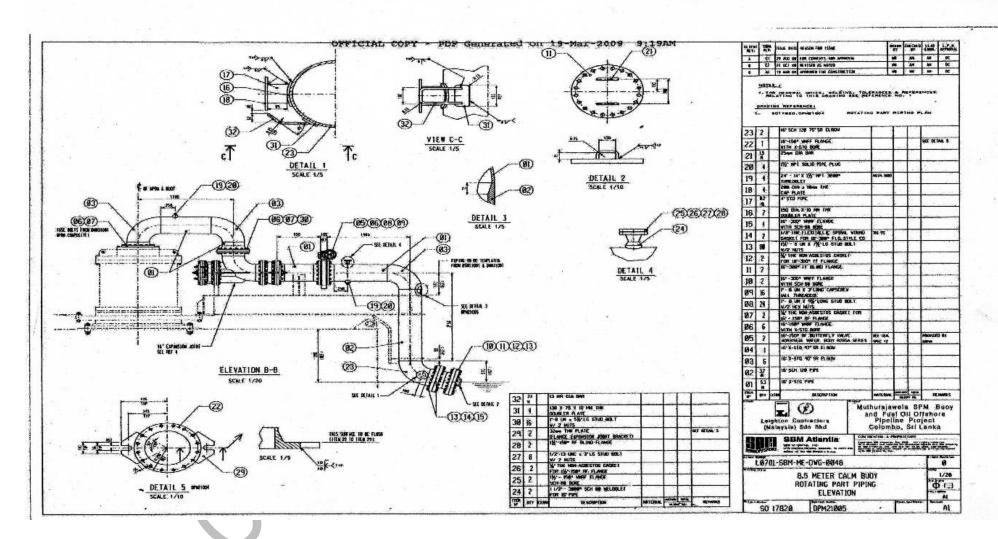
No	Description	Size	Quantity
01	One End Reinforced Submarine Hose (Buoy side)	16" ø x 30'	01
02	Mainline Submarine Hose	16" ø x 25'	01
03	One End Reinforced Submarine Hose (PLEM Side)	16" ø x 30'	01
04	End Floats	-	02
05	Body Floats	-	05

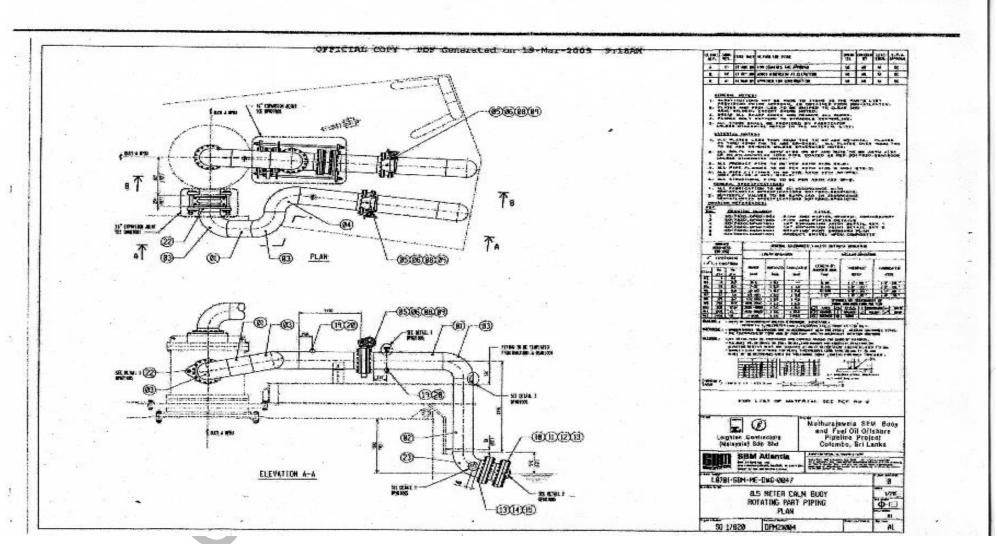
Each Under buoy hose string is connected to a separate PLEM as shown in the drawing No: DPM46002 and are configured to the "Chinese Lantern" method.

Refer SBM Atlantia drawing No: DPM21001 – "Fixed Part Piping Elevation", drawing No: DPM46002 – "Submarine Hose Configuration", drawing No: DCM97011 – "Field Layout" for PLEM location, drawing No: DSM26001 & DSM26004 – "Structural Piping & General Arrangement" for the New PLEM and drawing No: DSM07022 & DSM07024 for the Old PLEM.

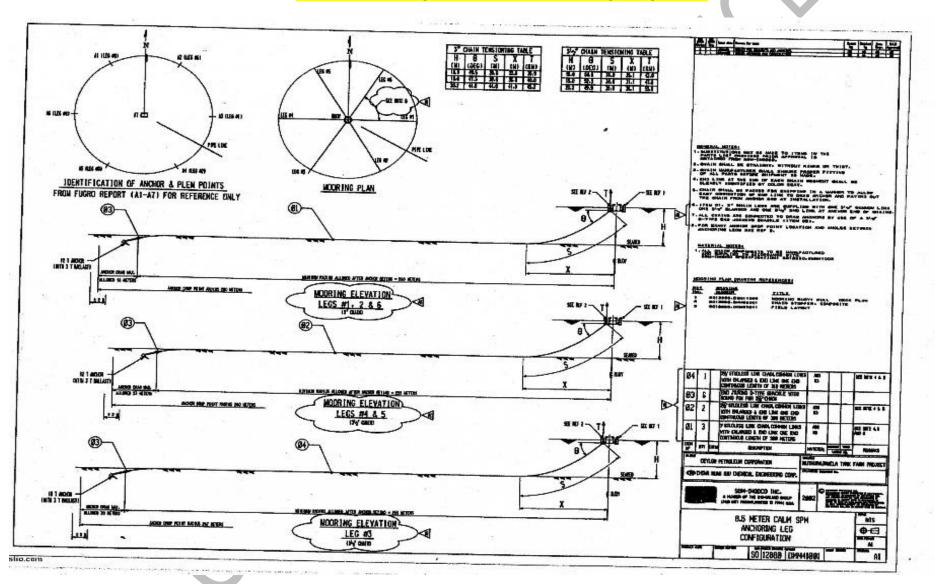


SBM Atlantia drawing No: DPM21005 - "Rotating Part Pipe Elevation"

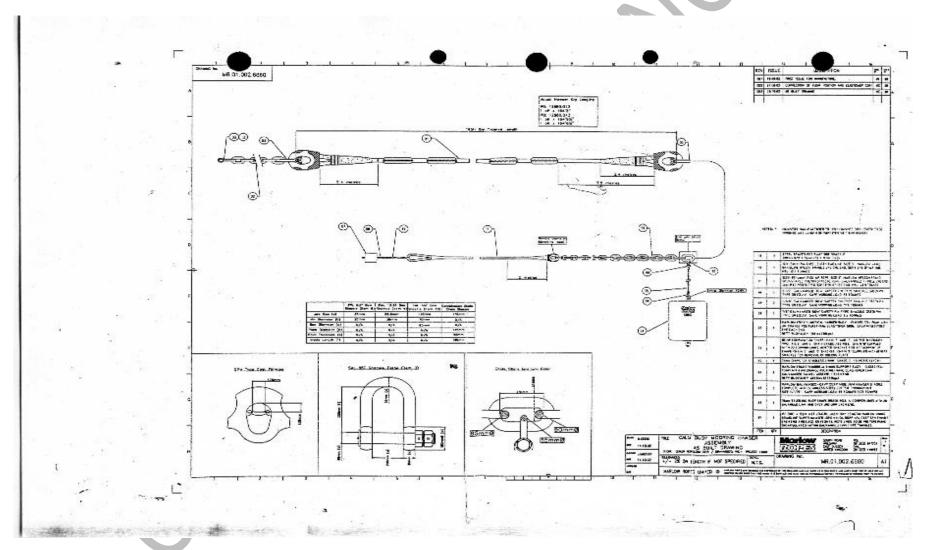




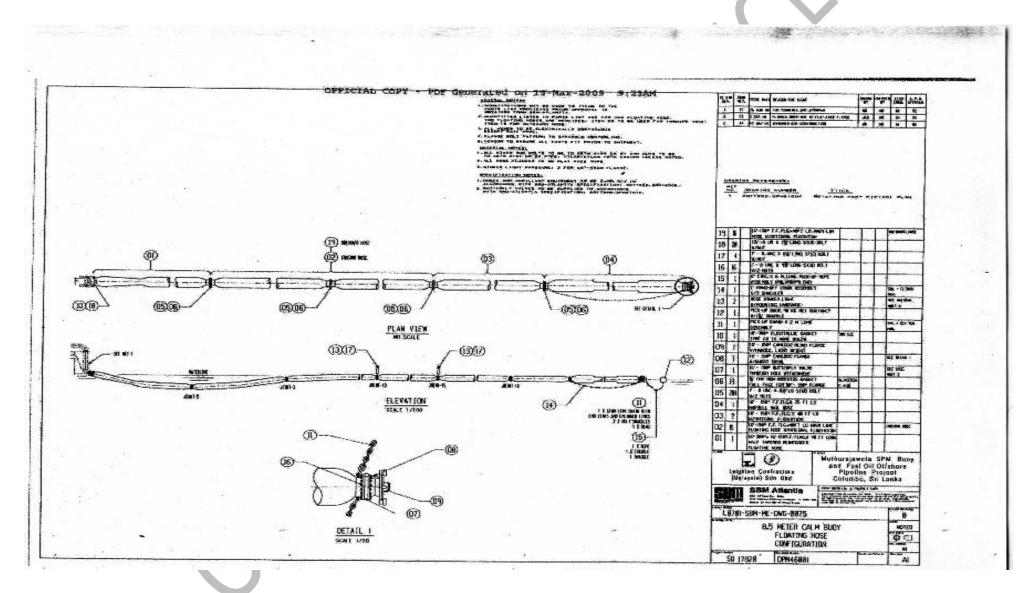
SBM Atlantia drawing No: DMM41001 - "Anchor Leg Configuration"



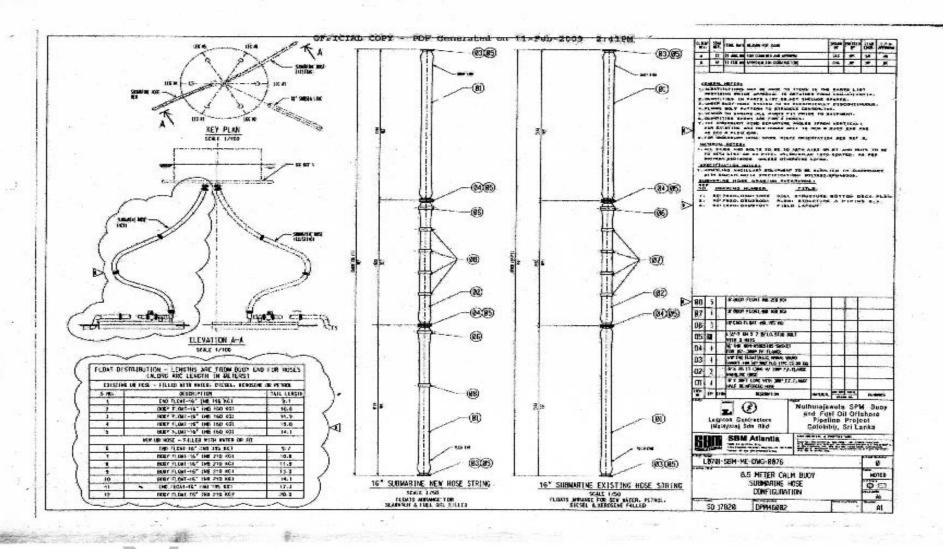
Marlow Ropes drawing No: MR.01.002.6560 - " CALM Buoy Mooring Hawser Assembly"



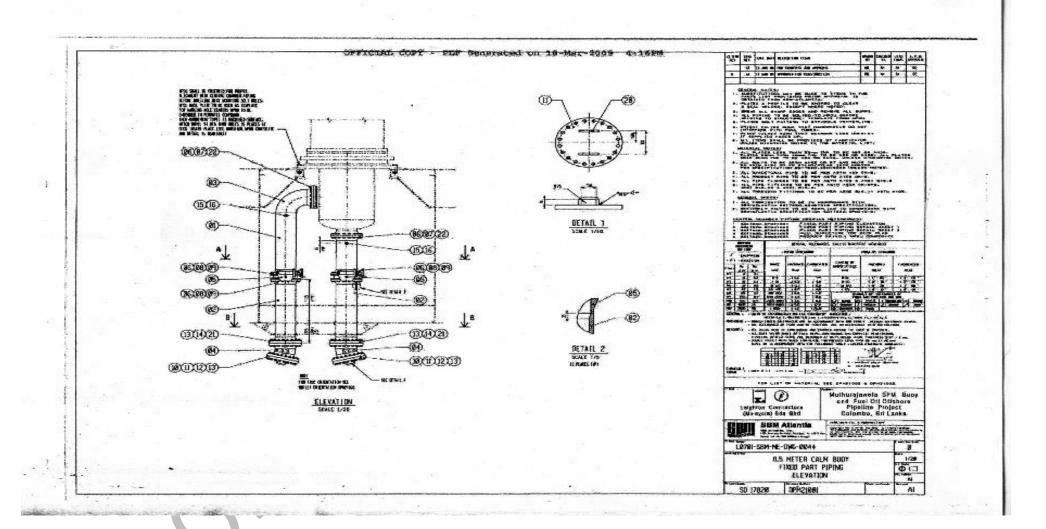
SBM Atlantia drawing No: DPM46001 - "Floating Hose Configuration"



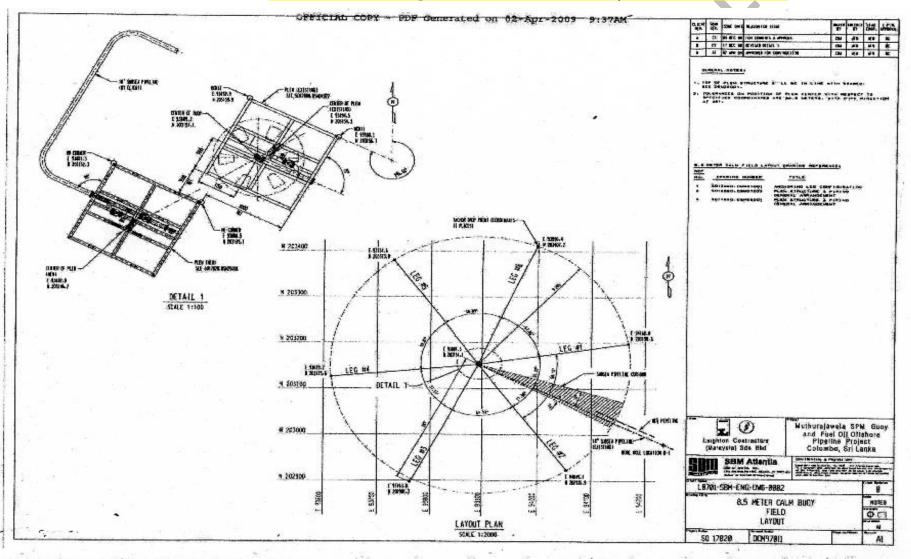
SBM Atlantia drawing No: DPM46002 – "Submarine Hose Configuration"



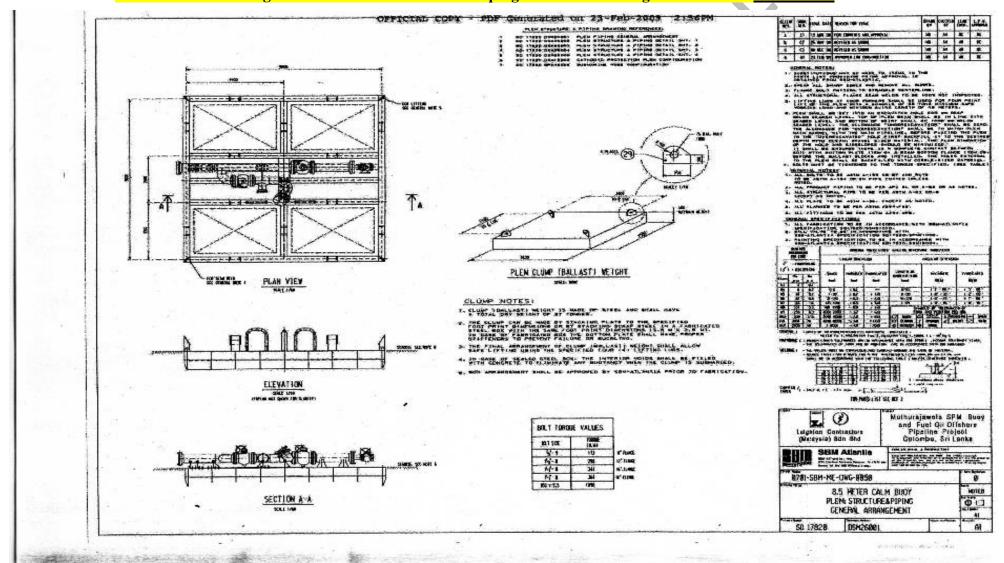
SBM Atlantia drawing No: DPM21001 – "Fixed Part Piping Elevation"



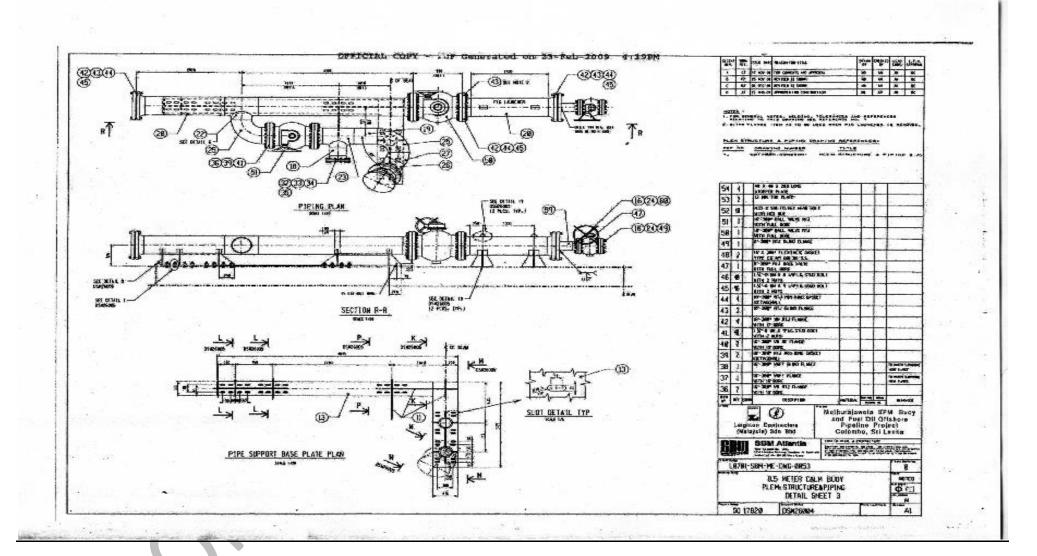
SBM Atlantia drawing No: DCM97011 - "Field Layout" for PLEM location



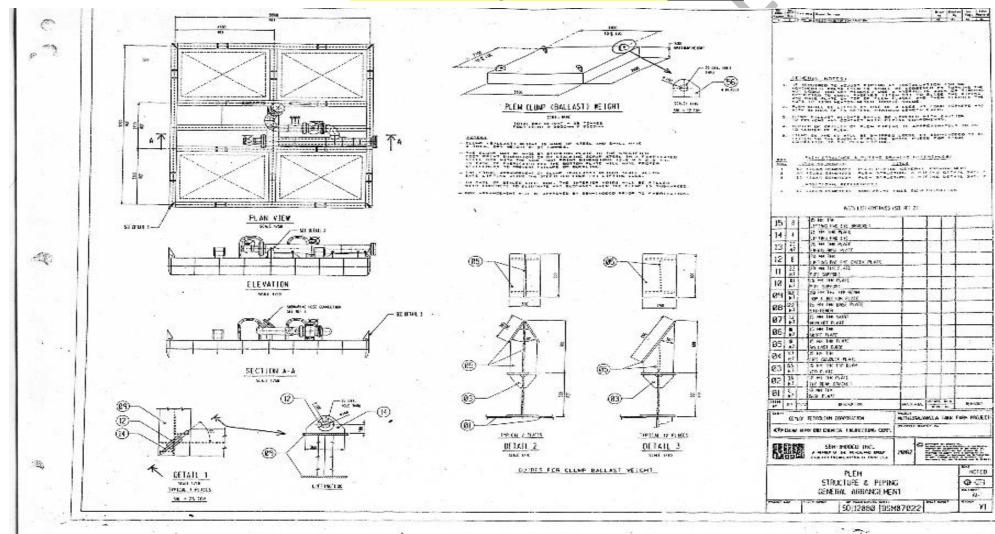
SBM Atlantia drawing No: DSM26001- "Structural Piping & General Arrangement" for the New PLEM



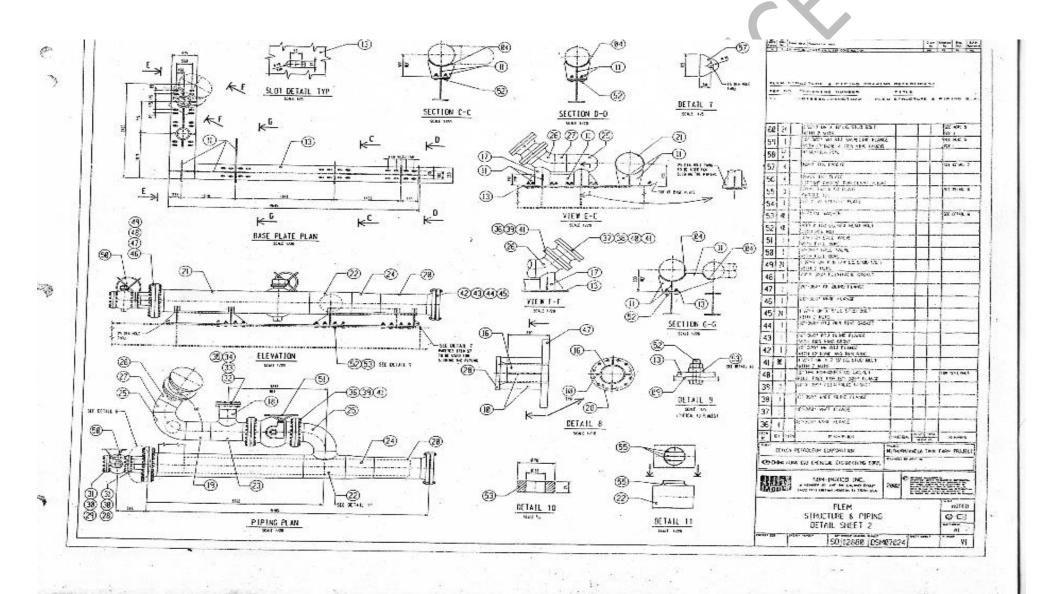
SBM Atlantia drawing No: DSM26004 – "Structural Piping & General Arrangement" for the New PLEM



SBM Atlantia drawing No: DSM07022 for the Old PLEM

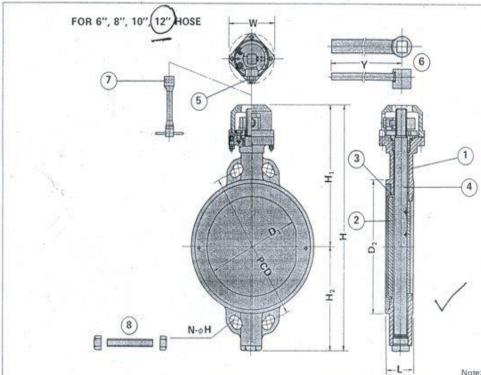


SBM Atlantia drawing No: DSM07024 for the Old PLEM



4-1. Butterfly Valve (Lever Operated Type)

112



Note: The weight of valve includes handle, box wrench, bolts and nuts.

(Metric Units)

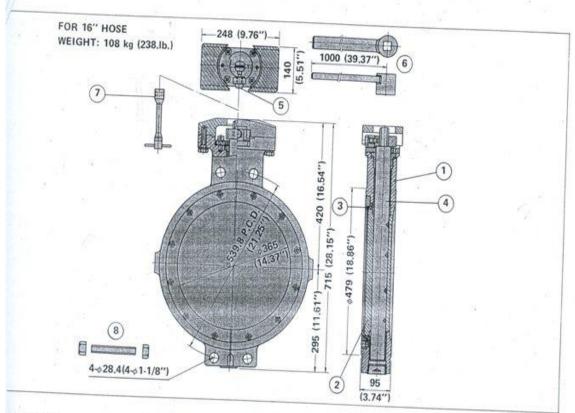
for Hose		Dimensions (mm)										Approx. Weight	Connecting Bolt		
Size	Dı	D ₂	P.C.D.	L	н	H ₁	H ₂	W	N	d	Y	(kgs)	Size	Length (mm)	Number
6"	142.0	216	241.3	57	425	250	175	126	4	22.4	400	27	3/4" - 10T UNC	160	8
8"	190.5	270	298.5	66	500	290	210	128	4	22.4	400	34	3/4" - 10T UNC	180	8
10"	236.5	324	362.0	71	608	350	258	140	4	25.4	600	55	7/8" - 9T UNC	195	12
12"	279.5	381	431.8	84	697	400	297	140	4	25.4	600	74	7/8" - 9T UNC	210	12
16"			- 8		S	ee Drawii	ng					137	1" - 8T UNC	240	16

(Imperial Units)

for Hose		Dimensions (ins)										Approx. Weight	Connecting Bolt		
Size	D ₁	D ₂	P.C.D.	L	н	H ₁	H ₂	W	N	d	Υ	(lbs)	Size	Length (ins)	Numbe
6"	5.59	8.50	9.50	2.24	16.73	9.84	6.89	4.96	4	0.88	15.75	60	3/4" - 10T UNC	6.30	8
8"	7.50	10.62	11.75	2.60	19.69	11.42	8.27	5.04	4	0.88	15.75	75	3/4" - 10T UNC	7.09	8
10"	9.31	12.75	14.25	2.80	23.94	13.78	10.16	5.51	4	1.00	23,62	121	7/8" - 9T UNC	7.68	12
12"	11.00	15.00	17,00	3.31	27.44	15.75	11,69	5.51	4	1,00	23.62	163	7/8" - 9T UNC	8.27	12
16"		- V			S	ee Drawin	ng					302	1" - 8T UNC	9,45	6

96

ITEM NO:- 16 (2/2)



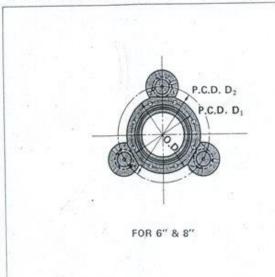
iterial:

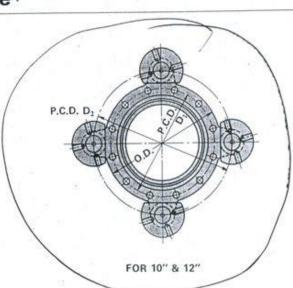
No.	Name					
1	Body	Material Specification				
2	Wafer	Cast Steel ASTM A 216 WCB				
3 .		Cast Stainless Steel JIS G 5121 SCS-13 (304 Type) or SCS-14 (316 Type				
4	Seat	Filled Teflon				
-	Shaft	Stainless Steel 304 SS				
5	Locking Bolt					
6	Handle	Stainless Steel 304 SS				
7	Box Wrench	Rolled Steel JIS G 3101 SS41				
8	Connecting Bolt and Nuts	Rolled Steel JIS G3101 SS41				
	and 140ts	Alloy Steel ASTM A 193 Gr.87 and ASTM A 194 Gr.2H Coated with Fluoro Carbon Resin.				

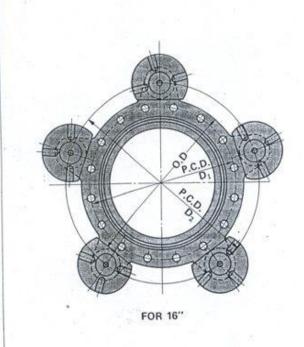
ITEM NO: - 17

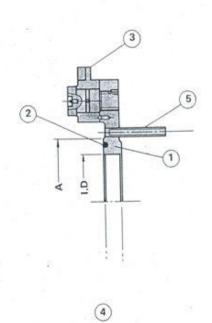
1/2

4-2-2. Studded Camlock Flange









Guard ring to be available and constructed with solid carbon steel $% \left(1\right) =\left(1\right) \left(1\right)$

ITEM NO:- 17

2/2

aterial:

No. Name 1 Flange		Material Specification		
		ANSI Class 150, ASTM A105		
2	"O" Ring	NBR		
3	Cam	Carbon Steel, JIS G 4051 S 45C		
4	Handle	Rolled Steel, JIS G 3101 SS 41		
5	Connecting Stud and Nuts	Alloy Steel, ASTM A 193 Gr. B7 and ASTM A 194 Gr. 2H Coated with Fluoro Carbon Resin,		

6		Guard Ring								
or Hose			Dimension	s (mm)	Weight	Connecting Stud				
Size	O.D.	I.D.	A	D ₁	D ₂	R	(kgs)	Size	Length (mm)	Number
6"	279.4	154.1	215.9	241,3	372	330	36	3/4"-10T UNC	75	8
8"	342.9	204.7	269.7	298.5	435	330	40	3/4"-10T UNC	78	8
10"	406.4	254.4	323.9	362.0	507.4	330	64	7/8"- 9T UNC	85	12
2")	482.6	304.8	381.0	431.8	583,5	330	82	7/8"- 9T UNC	90	12
16	596.9	381.0	469.9	539.8	712.0	345	113	1"_ STUNC	100	10

nperial Units)

or fose size			Dimension	s (ins)	Weight	Connecting Stud				
	O.D.	1,D,	A	D ₁	D ₁	£	(lbs)	Size	Length (ins)	Number
6"	11.0	6.07	8.50	9.50	14.64	13.00	79	3/4"-10T UNC	2.95	8
8"	13.5	8.06	10.62	11.75	17.13	13.00	88	3/4"-10T UNC	3.07	8
10"	16,0	10,00	12.75	14.25	19.98	13.00	141	7/8"- 9T UNC	3.35	12
12"	19.0	12.00	15.00	17.00	22.97	13.00	181	7/8"- 9T UNC	3.54	12
16"	23.5	15.00	18.50	21.25	28.03	13.60	249	1"- 8T UNC	3.94	16

Note: The weight of camlock flange includes bolts and nuts.

10

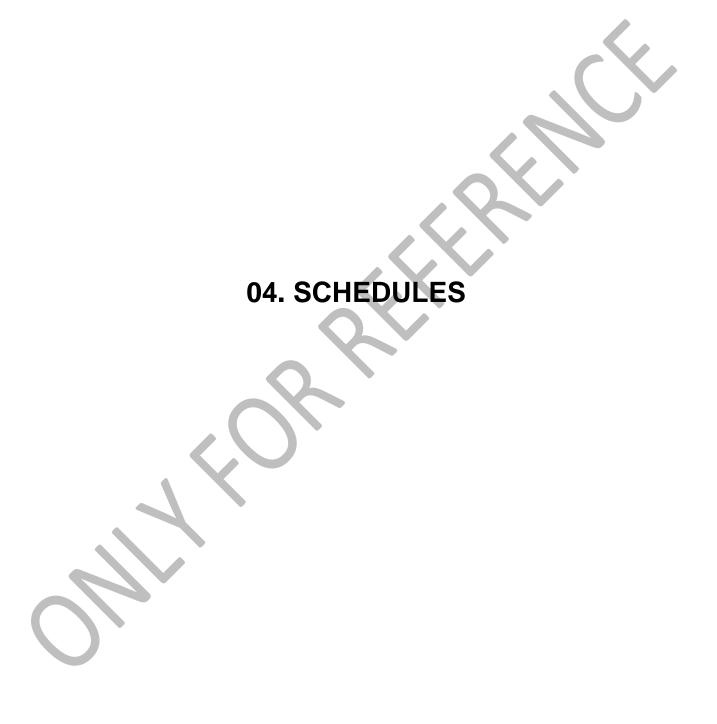
COMPLIANCE / DEVIATIONS SHEET - TECHNICAL

The bidder should indicate whether the required specifications are met by them by marking (Yes) if it meets the requirements/comply and (No) if it is not, in front of each requirement/specification in the right hand corner of each item. Variations and/or deviations from specification, if any, should be illustrated clearly in detail.

01. Marine Hoses & Accessories

Item	Description	Complied	Deviation if any
No.	Hoses & Accessories for Floating Hose System		
01	16"Ø x 40' Kink Resistant, Mainline Floating Hose with ANSI 150# WN/FF Flanges at both ends		
02	16"Ø x 40' Half Tapered, One End Reinforced, Half Float, Kink Resistant First Off the Buoy Hose with ANSI 300# WN/FF Flange at the Reinforced End and ANSI 150# WN/FF Flange at the other End		
03	12"Ø x 40' Kink Resistant, Floating Tail Hose with ANSI 150# WN/FF Flanges at both ends		
04	16"Ø - 12"Ø x 40' Kink Resistant, Mainline Floating Hose with Integral Reducer and ANSI 150# WN/FF Flanges at both ends		
05	12"Ø x 30' Kink Resistant, Floating Tanker Rail Hose (Barbell) with ANSI 150# WN/FF Flanges at both ends		
	Hoses & Accessories for Under buoy Hose System		
06	16"Ø x 30' One End Reinforced, Kink Resistant, Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends (for Buoy end)		
07	16"Ø x 25' Kink Resistant, Standard Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends		
08	16"Ø x 30' One End Reinforced, Kink Resistant, Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends (for PLEM end)		
09	Hinged Turnbuckle Type Body Floats		
10	Hinged Turnbuckle Type End Floats		
11	7/8" Ø-9TUNC#210MM threaded stud bolt with 02 nuts		
12	7/8" Ø-9TUNC#120MM threaded stud bolt with 02 nuts		
13	1 1/4" Ø-8TUNC#190MM threaded stud bolt with 02 nuts		
14	1" Ø-8TUNC#140MM threaded stud bolt with 02 nuts		
15	7/8" Ø-9TUNC#250MM threaded stud bolt with 02 nuts		
16	Butterfly Valve 12" ANSI 150 Connection		
17	Studded Cam Locking for 12" Hose		
18	Obstruction Light for 16" Dia. Hose		

Signature	of the Bidder:	Date:	(Common C	ompany Seal)



SCHEDULE "A"

SCHEDULE OF PRICES

Item	SCHEDULE OF			Unit FOB	Total FOB
No.	Item description	Qty	Unit	(Currency)	(Currency)
1	16"Ø x 40' Kink Resistant, Mainline Floating Hose with ANSI 150# WN/FF Flanges at both ends	12	No.		
2	16"Ø x 40' Half Tapered, One End Reinforced, Half Float, Kink Resistant First Off the Buoy Hose with ANSI 300# WN/FF Flange at the Reinforced End and ANSI 150# WN/FF Flange at the other End	01	No.		
3	12"Ø x 40' Kink Resistant, Floating Tail Hose with ANSI 150# WN/FF Flanges at both ends		No.		
4	16"Ø - 12"Ø x 40' Kink Resistant, Mainline Floating Hose with Integral Reducer and ANSI 150# WN/FF Flanges at both ends	01	No.)
5	12"Ø x 30' Kink Resistant, Floating Tanker Rail Hose (Barbell) with ANSI 150# WN/FF Flanges at both ends	01	No.		
	Hoses & Accessories for Under buoy Hose Syste	em			
6	16"Ø x 30' One End Reinforced, Kink Resistant, Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends (for Buoy end)	01	No.		
7	16"Ø x 25' Kink Resistant, Standard Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends	01	No.		
8	16"Ø x 30' One End Reinforced, Kink Resistant, Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends (for PLEM end)	01	No.		
09	Hinged Turnbuckle Type Body Floats	05	No.		
10	Hinged Turnbuckle Type End Floats	05	No.		
11	7/8" Ø-9TUNC#210MM threaded stud bolt with 02 nuts	36	No.		
12	7/8" Ø-9TUNC#120MM threaded stud bolt with 02 nuts	120	No.		
13	1 1/4" Ø-8TUNC#190MM threaded stud bolt with 02 nuts	120	No.		
14	1" Ø-8TUNC#140MM threaded stud bolt with 02 nuts	224	No.		
15	7/8" Ø-9TUNC#250MM threaded stud bolt with 02 nuts	36	No.		
16	Butterfly Valve 12" ANSI 150 Connection	02	No.		
17	Studded Cam Locking for 12" Hose	02	No.		
18	Obstruction Light for 16" Dia. Hose	04	No.		
				Total Item value	
					Ĩ

Cont....

Table 01

For Total Items		Amount (Currency)
Cost of Third-Party Pre-Shipr	ment Inspection	
	Total FOB	
	Freight charges	
	Total CFR	
Marine In	surance charges	
	In numerical	
Total CIF	In words	

Table 02

TPI witness visit	Amount (Currency)
Cost of Third-Party Pre-Shipment Inspection witness visit by 02 CPSTL engineers	

Table 03

Option	al Item	Daily Amount (Currency)
Daily rates for installation supervision	Onshore	
	Onshore Standby	
of under buoy string by manufacturer's service	Offshore	
engineer	Offshore standby	

Table 04

	Local s (If any)	Total without Taxes (LKR)	NBT - If applicable	VAT - If applicable	Total with Taxes (LKR)
Local Charges	In numerical				
(LKR)	In words				

'If any taxes are not mentioned separately su	ch taxes will be	considered as n	ot relevant for the bid"	
Delivery Period from the EXW point up to t	he Nearest Se	a Port (FOB poir	nt) of the supplier	
01 st Lot:	02 nd Lo	t:		
Delivery Period from the EXW point up to t	he Colombo S	oa Port		
(Minimum requirement as per COC clause 2.8)	ile coloniac o	sa i oit		
(minimum requirement de per 000 diadec 2.6)				
01 st Lot:	02 nd l 0	ıt:		
	02 20			
Country of Origin/Manufacture :				
Please specify item wise, if they are from different			Cont	
i lease specify item wise, if they are from unferent	. Originis/illanuna(, cui e j	00111	

Country & Port of ship	ment :			
HS Codes (Item wise):	1	7	13	
	2	8	14	
	3	9	15	
			16	
			17	
	0			
• Estimated Weight & D	imensions of	the Export packed s	shipment:	
- Name of the proposed	Third Dorty [Ora Chinmont Incha	otion Company:	V
• Name of the proposed	i ililiu-Paity F	rie-Snipment inspe	ction Company:	
Details of the Manufac	4			
Details of the Manufac Name of the Manufactur				
Country of the Manufact				• • • • • • • • • • • • • • • • • • • •
Address	uici			
Address				
Talanhana				
Telephone		i		
Facsimile		ć)		
E-mail		i		
(Please use separate sheet,	, if items are fro	m different manufactu	res)	
Details of the Principal	l Supplier/Be	neficiary		
Name of the Principal/Bo	eneficiary	:		
Country of the Principal/	Beneficiary	:		
Address		i		
Telephone		:		
Facsimile		:		
E-mail		:		
Details of the Authoriz	ed Local Age	ent (If applicable)		
Name of the Authorized	Local Agent	:		
Address		:		
Telephone		i		
Facsimile		:		
E-mail		:		
Name of the declared prince	ipal supplier/be	neficiary/authorized lo	cal agent will NOT be changed	at any time.

Cont....

Details of the Bidder	
Name of the Bidder	:
Address	:
Telephone	<u></u>
Facsimile	<u></u>
E-mail	<u></u>
Signature of the Bidder:	Date:(Company Seal)



FORM OF BID

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

Dear Sir,

BID FOR THE SUPPLY OF 21 NOS. MARINE HOSES AND ACCESSORIES FOR THE FLOATING HOSE SYSTEM AT SPM MUTURAJAWELA, SRI LANKA - TENDER REF NO: KPR/48/2019

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the Supply of 21 Nos. Marine Hoses and Accessories for the Floating Hose System at SPM Muturajawela, Sri Lanka Tender Ref No: KPR/48/2019 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 technical requirements discussed in the bidding document.
- A-5 I/We agree to abide by this bid <u>minimum until 02nd March 2019</u>. Tender 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 "D" and confirm our compliance with the said performance security in the event of award of bid.
- **A-8** I/We affirm that the.

Cont....

A-10	I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Ministry Procurement Committee, Ceylon Petroleum Storage Terminals Limited.
A-11	I/We offer the total price of
	[insert total foreign currency price in figures as shown in the Table 01 & Table 02]
	[insert total foreign currency price in words] and
	[insert total LKR price in figures as shown in the Table 04 exclusive VAT]
	[insert total LKR price in words as shown in the Table 04 exclusive VAT] and
	[insert total LKR price in words inclusive VAT] for the Supply of 21 Nos. Marine Hoses and Accessories for the Floating Hose System at SPM Muturajawela, Sri Lanka as detailed out in this bidding document and details of the total price is as given in the Schedule of Prices - Schedule "A".
Dated	thisday of2019 [insert date of signing].
Name	:
_	signature of the person whose name and capacity are shown]
in the [insert	capacity of legal capacity of the person signing the Form of Bid] uthorized to sign bids for and on behalf of
[insert	complete name of the bidder]
Addre	ss :
Witne	sses: (Common Company Seal)
1. Sig	nature:
Nan	ne: Name:
Add	ress : Address:

If our bid is accepted, we commit to accept the COC clause 2.10; Mode of payment.

A-9

FORMAT FOR BID SECURITY

[This Bank Guarantee form shall be tilled in accordance with the instructions indicated in brackets]
[insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]
Beneficiary: Ceylon Petroleum Storage Terminals Limited
Date: [insert (by issuing agency) date]
Bid Guarantee No.: [insert (by issuing agency) number]
Sum Guaranteed: [insert (by issuing bank) the amount of the bank guarantee in figures & in words]
We have been informed that
Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.
At the request of the Bidder, we
(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the Tender; or(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity,(i) fails or refuses to execute the Contract Form, if required, or
(ii) fails or refuses to exceed the Contract Form, in required, or (iii) fails or refuses to furnish the Performance Security, in accordance with the Conditions of Contract (hereinafter "the COC") of the Tender.
 (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to
Consequently, any demand for payment under this Guarantee must be received by us at the office on or
before that date This guarantee shall be governed by the laws of Sri Lanka.
[signature(s) of authorized representative(s)]

Seal (where applicable)

FORMAT FOR CONTRACT AGREEMENT - KPR/48/2019

This contract agreement is made and entered into at Colombo on the ... day of 2019 by and between

(1)	Ceylon Petroleum Storage Terminals Limited a Company dully incorporated under and in
	terms of Conversion of Public Corporation or Government Owned Business undertaking
	into Public Companies Act No.23 of 1987 and registered under the Companies Act No.07
	of 2007 under the Company Registration Number PB1221, having its registered office at
	Nimawa, Kolonnawa, Wellampitiya, Sri Lanka (hereinafter called and referred to as "the
	Purchaser" which terms or expression as herein used shall where the context so requires
	or admits mean and include the said Ceylon Petroleum Storage Terminals Limited, its
	successors, agents and assigns) of the one part and,

(2)	a body established under the Companies Act No.07 of	2007
	under the Company Registration Number and having its registered offi	ce at
	(hereinafter called and referred to as	: "the
	Supplier" which terms or expression as herein used shall where the context so requi	es or
	admits mean & include the said, its successors, agent	s and
	assigns) as the other part.	

WHEREAS the Purchaser invited bids for the Supply of 21 Nos. Marine Hoses and Accessories for the Floating Hose System at SPM Muturajawela, Sri Lanka – Tender Ref No: KPR/48/2019" and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert price in words and figures exclusive VAT & inclusive VAT] (hereinafter called and referred to as "the Contract Price").

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 Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract.
 - This Contract Agreement
 - The Conditions of Contract
 - Technical Specifications
 - The Suppliers Bid dated [insert the date of the bid]
 - Original Price Schedules
 - Letter of Acceptance dated [insert the date of the letter of acceptance]
- 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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Cont....

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.

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 Purchaser	For and on behalf of the Supplier
Authorized Signature of the Purchaser	Authorized Signature of the Supplier
In the capacity of [insert title or other appropriate designation]	In the capacity of [insert title or other appropriate designation]
(Common Company Seal)	(Common Company Seal)
In the presences of witness:	In the presences of witness:
Name :	Name :
NIC No :	NIC No :
Signature :	Signature :
Address:	Address :

FORMAT FOR PERFORMANCE SECURITY s requested by the successful Bidder, shall fill in this for

[The Issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]
[insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]
Beneficiary: Ceylon Petroleum Storage Terminals Limited
Date: [insert (by issuing agency) date]
Performance Guarantee No.: [insert (by issuing agency) number]
Sum Guaranteed: [insert (by issuing bank) the amount of the bank guaranteed in figures & in words]
We have been informed that
Furthermore, we understand that, according to the Conditions of the Contract, a Performance Guarantee is required.
At the request of the Supplier, we
This guarantee shall expire, no later than the day of, 20 [Insert (by issuing agency) date, twenty-eight (28) days beyond the scheduled completion date including the warrant period] and any demand for payment under it must be received by us at this office on or before that date.
This guarantee shall be governed by the laws of Sri Lanka.
[signature(s) of authorized representative(s)] Seal (where applicable

FORMAT OF MANUFACTURER'S AUTHORIZATION

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

Date	: [insert da	te]
Name of Tende	r:Supply of 21 Nos. Marii System at SPM Muturaj	ne Hoses and Accessories for the Floating Hose jawela, Sri Lanka
Tender Ref	: KPR/48/2019	
To:		
The Chairman	ment Committee	
C/o Manager Pro		
Procurement Ful		
01st Floor, New E		
•	m Storage Terminals Limited	
Oil Installation Kolonnawa, Wel	lamnitiva	
Sri Lanka.	штршуа	
WHEREAS		
		[insert complete name of Manufacturer], who are
the official manu	ufacturers of	[insert type of goods manufactured], having
		ull address of Manufacturer's factory], do hereb
authorize	[insert co	mplete name of authorized agent] to submit a bid the
		he following Goods, manufactured by u
		ame and or brief description of the Goods], and to
subsequently ne	gotiate and sign the Contract	
		condition & conforming to the technical specification
as mentioned in	Section 03 of this bidding do	cument.
Claused fines at a		antatival
Signed [insert si	ignature of authorized repres	entative]
In the Canacity	of lineart title of authorized r	epresentative]
in the Capacity	of finsert title of authorized h	epresentativej
Name [insert pri	nted or typed name of author	ized representative]
Duly authorized	to sign this Authorization	on behalf of
	name of Manufacturer]	on bendir or
[moort oomplote	name of Wanaradaron	
_	the address of the Manufactu	urer]
		Company Seal (Rubber Stamp
Date:		Company Countries of Champ

COMPLIANCE / DEVIATIONS SHEET

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

S/N	Requirement/Condition	Complied	Deviations
01.	Public Contract Registration (Certificate PCA-03) as		
01.	per ITB clause 1.5, submitted (if applicable)		
02.	Signature Authorization Letter as per ITB clause 1.9,		
02.	submitted		
03.	Bid Security as per ITB clause 1.17, submitted		
04.	Duly filled, stamped & signed Form of Bid as per ITB		
04.	clause 1.18 and Annexure "A", submitted		
05.	Letter of Manufacturer's Authorization as per ITB		
00.	clause 1.19, and Annexure "E", submitted		
06.	Duly filled, stamped & signed Schedule of Prices as		
	per ITB clause 1.20 and Schedule "A", submitted		
07.	Compliance with Performance Security as per COC clause		
	2.1, in case of award		
08.	Compliance with Agent to Hold of Power of Attorney as per		
	COC clause 2.2, in case of award		
09.	Compliance with Third Party Pre-Shipment inspection as		
	per COC clause 2.5, in case of award		
10.	Compliance with Packing & Transportation as per COC		
	clause 2.6, in case of award		
11.	Compliance with Shipment & Shipping Documentation as		
	per COC clause 2.7, in case of award		
12.	Compliance with Mode of Payment as per COC clause		
	2.10, in case of award		
	Agreed with Freight arrangement through Ceylon Shipping		
13.	Corporation or their nominated freight forwarder and		
	Marine Insurance through Local Insurance Company, in		
	case of award on FOB/CFR basis		
14.	Compliance with other clauses of COC, in case of award		

Signature of the Bidder:	Date:	(Common Company Seal)