

**CEYLON PETROLEUM STORAGE TERMINALS
LIMITED**

BIDDING DOCUMENT

NATIONAL COMPETITIVE BIDDING

FOR

**MODIFICATION FOR "IN" & "OUT" GATE RAMPS OF
NEW GANTRY AREA AND REPAIRS TO BTR
UNLOADING AREA & MISCELLANEOUS WORK AT LBD
KURUNEGALA
KPR/21/2024**

Employer:

Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa.

Engineer:

Engineering Manager,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa.

Issued to :

Issued by :

Date :

November - 2023

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CEYLON PETROLEUM STORAGE TERMINALS LIMITED

MODIFICATION FOR "IN" & "OUT" GATE RAMPS OF NEW GANTRY AREA AND REPAIRS TO BTR UNLOADING AREA & MISCELLANEOUS WORK AT LBD KURUNEGALA

KPR/21/2024

BIDDING DOCUMENT

VOLUME - 01

SECTION 01 : INSTRUCTIONS TO BIDDERS
SECTION 02 : STANDARD FORMS
SECTION 03 : CONDITIONS OF CONTRACT

Employer:

Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa.

Engineer:

Engineering Manager,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa.

November - 2023

SECTION 01

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

Instructions to Bidders applicable to this contract are that given in Section-I of the Standard Bidding Document for Procurement of Works. CIDA Publication No. ICTAD/SBD/03, Second Edition, January 2007, published by the Construction Industry Development Authority (CIDA), “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.

This publication will not be issued with the Bidding Document and the Bidder is advised to purchase it from CIDA.

Instructions to Bidders shall be read in conjunction with the “schedule” provided under section-5 of the Bidding Document (Volume 2)

Instructions to Bidders will not be a part of the contract.

SECTION - 02

STANDARD FORMS (CONTACT)

- Letter of Acceptance
- Agreement
- Performance Security
- Advance Payment Security
- Retention Money Guarantee

FORM OF LETTER OF ACCEPTANCE*[LETTER HEADING PAPER OF THE PROCURING ENTITY]*

----- [date]

To: -----

[name and address of the Contractor]

This is to notify you that your bid dated ----- *[insert date]* for the construction and remedying defects of the ----- *[name of the Contract and identification number]* for the Contract price of ----- *[name of currency]* ----- *[amount in figures and words]* as corrected in accordance with Instructions to Bidders and / or modified by a Memorandum of Understanding, is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

The Start Date shall be: ----- *(fill the date as per Conditions of Contract)*.

The amount of Performance Security is: ----- *(fill the date as per Conditions of Contract)*.

The Performance Security shall be submitted on or before ----- *(fill the date as per Conditions of Contract)*.

Authorized Signature : -----

Name and title of Signatory : -----

Name of Agency : -----

FORM OF AGREEMENT

This AGREEMENT made the (day)
 (month) (year) between
 (name and address of the employer)
 (hereinafter called and referred to as the “Employer”) of the one part, and
 (name and address of the contractor) (hereinafter called and
 referred to as “the Contractor”), of the other part:
 WHEREAS the Employer desires that the Contractor execute

 (name & identification number of Contract) (hereinafter called and referred to as “the
 Works”) and the Employer has accepted the Bid by the Contractor for the execution and
 completion of such Works and remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract hereinafter referred to.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this agreement, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execute and complete the Works and remedy any 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 the day and year aforementioned, in accordance with laws of Sri Lanka.

.....
 Authorized signature of Contractor

.....
 Authorized signature of Employer

COMMON SEAL

COMMON SEAL

In the presence of:

Witnesses:

1. Name and NIC No. :

 Signature :
 Address :

1. Name and NIC No. :

 Signature :
 Address :

Modification for “In” & “Out” gate ramps and repairs to BTR unloading area & miscellaneous work at LBD Kurunegala

FORM OF PERFORMANCE SECURITY (Unconditional)

.....
(Issuing Agency's Name and Address of Issuing Branch or Office)

Beneficiary: Ceylon Petroleum Storage Terminals Limited

Date:

PERFORMANCE GUARANTEE NO. :

We have been informed that
..... (Name of Contractor)
(hereinafter called "the Contractor") has entered into Contract No.
..... (Reference No. of the Contract) dated
..... With you, for the
..... [name of the contract and brief description of
works](Hereinafter called "the Contract").

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

At the request of the Contractor, we
..... (name of the agency)
hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of
..... (amount in figures)
..... (amount in words) upon receipt by
us of your first demand in writing accompanied by a written statement stating that the
Contractor is in breach of its obligation(s) under the Contract, without your needing to prove
or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of 20.....
(insert date, 28 days beyond the intended Completion Date) and any demand for payment
under it must be received by us at this office on or before that date.

.....
Signature(s)

FORM OF ADVANCE PAYMENT SECURITY

.....
(Issuing Agency's Name and Address of Issuing Branch or Office)

Beneficiary: Ceylon Petroleum Storage Terminals Limited

Date:

ADVANCE PAYMENT GUARANTEE NO. :

We have been informed that
 *(Name of Contractor)*
 (hereinafter called "the Contractor") has entered into Contract No.
 (Reference No. of the Contract) dated
 With you, for the
 [name of contract & brief description](hereinafter called "the Contract"). Furthermore, we
 understand that, according to the conditions of the Contract, an advance payment in the
 sum..... *(amount in figures)*.....

 *(amount in words)* to be made against an advance payment guarantee.

At the request of the Contractor, we
 *(name of the agency)*
 hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of
 *(amount in figures)*

(amount in words) upon receipt by us of your first demand in writing accompanied by a written
 statement stating that the Contractor is in breach of its obligation in repayment of the advance
 payment under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the
 advance payment repaid by the Contractor.

This guarantee shall expire on *(Insert date, 28 days
 beyond the expected expiration Date of the contract)*

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

.....
 Signature(s)

FORM OF RETENTION MONEY GUARANTEE

.....
(Issuing Agency's Name and Address of Issuing Branch or Office)

Beneficiary: Ceylon Petroleum Storage Terminals Limited

Date:

RETENTION MONEY GUARANTEE NO.:

We have been informed that
 *(Name of Contractor)*
 (hereinafter called "the Contractor") has entered into Contract No.
 (Reference No. of the Contract) dated
 With you, for the
 [*name of the contract and brief description of*
works](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the works have being taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

At the request of the Contractor, we
 *(name of agency)*
 hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *(amount in figures)*

 *(amount in words)* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has not attended to the defects in accordance with the Contract.

This guarantee shall expire, at the latest day of
 20..... *(insert 28 days after the end of the Defects Liability Period)* Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....
 Signature(s)

SECTION 03

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

Conditions of Contract that will be applicable for this Contract is that given in section- 3 of the Standard Bidding Document for Procurement of Works. CIDA Publication No. ICTAD/SBD/03, Second Edition, January 2007, published by the Construction Industry Development Authority (CIDA).

This publication will not be issued with the Bidding Document and Bidder is advised to purchase it from CIDA.

Conditions of Contract shall be read in conjunction with Schedule provided under Section-5 of the Bidding Document (Volume 2).

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

MODIFICATION FOR "IN" & "OUT" GATE RAMPS OF NEW GANTRY AREA AND REPAIRS TO BTR UNLOADING AREA & MISCELLANEOUS WORK AT LBD KURUNEGALA

BIDDING DOCUMENT

VOLUME - 02

	INVITATION FOR BIDS
SECTION 04 :	FORM OF BID AND QUALIFICATION INFORMATION
SECTION 05 :	SCHEDULE
SECTION 06 :	SPECIFICATIONS
SECTION 07 :	BILL OF QUANTITIES
SECTION 08 :	DRAWINGS
SECTION 09 :	STANDARD FORMS (BID)
	CHECK LIST FOR BIDDERS

Employer:

Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa.

Engineer:

Engineering Manager,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa.

November – 2023

INVITATION FOR BIDS (IFB)
CEYLON PETROLEUM STORAGE TERMINALS LIMITED

**MODIFICATION FOR "IN" & "OUT" GATE RAMPS OF NEW GANTRY AREA AND
REPAIRS TO BTR UNLOADING AREA & MISCELLANEOUS WORK AT LBD
KURUNEGALA**

CONTRACT NO: KPR/21/2024

The Chairman, Department Procurement Committee, on behalf of the Chairman, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa now invites sealed bids from eligible and qualified bidders' for Modification for "In" & "Out" gate ramps of new gantry area and repairs to BTR unloading area & miscellaneous work at LBD Kurunegala, as described below.

CPSTL has decided to modification of ramps by using ABC filling and asphalt concreting work. RCC drain in exit gate to be raised according to new main road level and Repairs to damaged concrete area and asphalted area near BTR unloading area and minor renovation works at labour rest room, record room and lunch room and miscellaneous work as specified in bill of quantities, specification and as directed by the engineer at the site as per describe in BOQ and as per drawings. The Construction period is **60 Calendar Days** from the start date.

1. Bidding will be conducted through National Competitive Bidding (NCB). Since the Estimated Value of Work to be performed under this procurement (excluding VAT and other taxes) is below Rs. 50 Mn., regional preference and CIDA grade preference shall apply as stipulated in Public Finance Circular No. 04/2016 (iii).
2. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements

CIDA registration required

Specialty: Building works
Grade : from C8 or C7

3. Qualification requirements to qualify for contract award include:
 - a) Schedule of Key Personnel
 - b) 01 Technical officer - NCT (civil) with minimum 02 years' experience.
 - c) Similar nature works (building renovation or building construction) completed in last 5 years (indicate only the two largest projects)
4. Interested parties may refer the bidding documents (only for viewing purpose) and obtain necessary information through the website www.cpstl.lk and inspect the bidding documents at the address given below from 0900hrs to 1400 hrs of working days.
5. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to The Manager (Procurement), Procurement Function, Ceylon Petroleum Storage Terminals Limited, 1st floor, New Administration Building, Oil Installation, Kolonnawa from **06.03.2024** until **20.03.2024**

Modification for "In" & "Out" gate ramps and repairs to BTR unloading area & miscellaneous work at LBD Kurunegala

from 0900 hrs to 1400 hrs of working days on production of receipt supporting payment of non-refundable Tender fee of Rs **1,000.00**

6. Bids shall be submitted on the bidding document obtainable from Procurement Function and duly filled bidding documents may be sent by post/courier under registered cover or sealed cover to reach the Chairman, Department Procurement Committee (Lower Minor), C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya or could be deposited in the tender box kept at the main entrance of CPSTL, on or before 1400 hrs. on **21.03.2024**.
7. Bids will be closed at **1400 hrs. on 21.03.2024** and will be opened immediately thereafter at the office of Manager Procurement, in the presence of the authorized only one representative of the bidder who chose to attend
8. In case the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bidding documents in PDF format via email to tenders@cpstl.lk to reach on or before **1400 hrs. on 21.03.2024**, subject to following conditions.
 - i. Submission of the bid via email is at own discretion of the bidder.
 - ii. The title and the closing date of the tender shall be indicated as the subject of the email.
 - iii. Size of an email (with attachment) shall be limited to the maximum of 20 MB. In case the size of an attachment exceeds 20 MB, the bidder is requested to split the attachments and send as separate emails (i.e. 01 of 03, 02 of 03 etc.,).
 - iv. Do not CC/BCC to any other official/personal email IDs of CPSTL staff. Bids sent to any other email IDs is strictly not entertained.
 - v. However, the original bid shall be sent to CPSTL prior to finalize the technical evaluation.
9. Bids shall be valid up to **23.05.2024**.
10. All bids shall be accompanied by a Bid Security to the amount of Rs. **25,000.00** (without VAT price). **Bid Security shall be valid up to 20.06.2024**

Chairman,
Department Procurement Committee (Lower Minor),
C/o Manager Procurement,
Procurement function,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa.

Modification for “In” & “Out” gate ramps and repairs to BTR unloading area & miscellaneous work at LBD Kurunegala

SECTION 04

**FORM OF BID AND QUALIFICATION
INFORMATION**

FORM OF BID

Name of Contract: **MODIFICATION FOR "IN" & "OUT" GATE RAMPS OF NEW GANTRY AREA AND REPAIRS TO BTR UNLOADING AREA & MISCELLANEOUS WORK AT LBD KURUNEGALA**

**To: Chairman,
Department Procurement Committee (Lower Minor),
Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa.**

Gentleman,

1. Having examined the Conditions of Contract given in the Standard Bidding Document-Procurement of Works[ICTAD/SBD/03-Second Edition January 2007] Schedule, Specifications, Drawings and Bill of Quantities and Addenda for the execution of the above named Works, we/I the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the said Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda for the sum of Sri Lanka Rupees
.....
(LKR) or such other sums as may be ascertained in accordance with the said Conditions.
2. We/I acknowledge that the Bidding Data form part of our Bid.
3. We/I undertake, if our Bid is accepted, to commence the work as stipulated in the Contract data and complete the whole of the Works comprised in the contract within the time stated in the Contract data.
4. We/I agree to abide by this Bid for the period stated in the Sub-Clause 15 of Instruction to Bidders or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this.....day of.....20... in the capacity ofduly
authorized to sign tenders for and on behalf of.....
.....

(IN BLOCK CAPITALS)

Signature :
Name :
Designation :
Address :

Witness :
(Name & Signature)
Address :
.....

Modification for “In” & “Out” gate ramps and repairs to BTR unloading area & miscellaneous work at LBD Kurunegala

Qualification Information

(To be completed and submitted by the bidder, with the Bid)

	Eligibility Requirement	Bidder's Qualification
CIDA Registration		
Registration number	<i>(attach copies of relevant pages from the registration book)</i>	
Grade	from C8 or C7	
Specialty	Building Works	
Expiry Date		
Blacklisted Contractors		
Have you been declared as a defaulted contractor by NPA or any other Agency?		(Yes/No)
IF yes provide details		
VAT Registration Number		
Construction Program		
<i>(attach as annex)</i>		
Legal status		
<i>(attach relevant status copies, as annex)</i>		
	Eligibility requirement	Bidders qualification
Qualification and experience of Key staff	Category Experience and Qualifications	Required Nos.
	1. Technical officer - NCT (civil)	01
Audited financial statements at least for the period of past 02 years	Not requested	
Value of similar works completed in last 05 years (indicate only the two largest projects)	1. Value Year 2. Value Year 3. Value Year <i>(attach copies of Certificate of Completion etc., as annex)</i>	

Signature of the Bidder:.....

SECTION 05

SCHEDULE

Schedule			
ITB Clause	Conditions of Contract Clause	Item	Data
1.	1.1.8	Employer is :	Name : Ceylon Petroleum Storage Terminals Limited Address : Oil Installation, Kolonnawa
	1.1.10	Engineer is :	Name : Engineering Manager Address : Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa
1&13	1.1.21	Summary of Works	This job consisting of modification of ramps by using ABC filling and asphalt concreting work. RCC drain in exit gate to be raised according to new main road level and Repairs to damaged concrete area and asphalted area near BTR unloading area and minor renovation works at labour rest room, record room and lunch room. Location: LBD Kurunegala. Contract Name: Modification for “In” & “Out” gate ramps of new gantry area and repairs to BTR unloading area & miscellaneous work at LBD Kurunegala Contract No. KPR/21/2024
1.	1.1.12	Start Date	7 Days after the issue of Letter of Acceptance.
	1.1.14	Intended Completion Date	Intended Completion Date is 60 calendar Days from the start date.
2.		Source of Fund	The source of funds is Ceylon Petroleum Storage Terminals Limited

3. Eligibility

The Requirement is

The bidder should have required ICTAD (CIDA) registration and completed at least two projects in similar nature and complexity during last 5 years.

ICTAD (CIDA) registration required	
Specialty	Building Work
Grade	From C8 to C7

7. Site Visit

Prior to submitting a bid, bidders shall familiarize themselves and shall be deemed to have done so.

The bidders shall inform Engineering Manager, Engineering Function, Oil Installation, CPSTL, Kolonnawa (Tel. +94-11-2572214, Fax No. 0094-11-2531328) at least 02 days in advance with their names, NIC Numbers/Passport Numbers so that the CPSTL will arrange required permits for the site visit.

The bidders are advised to limit the number of persons, for the visit, due to the security reasons, at Oil Installation Kolonnawa / LBD. Site visit will be permitted during 0830 – 1600 hrs. except Sundays and mercantile holidays. The cost of such visits shall be borne by the bidder.

12. Documents of the Bid

Documents to be submitted with Bids

The bidders are required to submit the following documents and information along with the bid. This information will be critical for the evaluation of the offer submitted. Lack of submission of all the requested information shall be a reason for disqualification and finally for rejection of the offer.

6.1 & 6.2 Execution of the
works program

(a) Proposed Work Programme

The bidder is required to submit a detailed proposed scope of work that the bidder intend to perform under each category based on the details given under the Section 6 - “Contractor’s Scope of Supply” and “Contractor’s Scope of Work and Specifications”. Also a bar chart for the total project clearly indicating the various phases of the contract including demolishing work, excavation work, filling work, concrete work, asphalt work and minor repair works and breakdown of manpower and equipment and organization chart for the staff allocated for this contract. The bidder is deemed to be an expert in this field and shall include all the activities necessary to be a complete proposal.

(b) Experience

Proof of experience of the bidder carried /carrying out similar works of building renovation the last 05 years also to be submitted. The information submitted shall include the client’s names, contract name, telephone numbers, fax numbers, year of completion, scope of work carried out with relevant codes and standards, contract value and any other relevant information. Bidder shall have successfully completed at least two similar projects.

(c) Schedule of Key Personnel

Bidder shall submit a schedule of Key Personnel consisting the site staff. A full time a technical officer NCT (Civil) or equivalent qualified with minimum 02 year experience in similar works in construction industry.

13. 10.10 Price Adjustment

The Contract is not subject to price adjustment.

16. Bid Security The amount of Bid Security to the amount of **Rs. 25,000.00** (without VAT price).

The Tender Guarantee should be in one of the following forms

- a. A receipt for cash deposit paid to the Accountant, Ceylon Petroleum Storage Terminals Limited, 1st Floor, New Administration Building, Oil Installation, Kolonnawa in favor of the name of the Chairman, Ceylon Petroleum Storage Terminals Limited.
- b. A guarantee from a commercial bank with the authority of license issued by the monetary board of Sri Lanka (Central Bank of Sri Lanka).

The format of the Bid Security (unconditional guarantee) included in Section 2, Standard Forms.

The validity of Bid Security shall be till **20.06.2024**

31. 4.4 Performance Security

Amount of Performance Security required is **5 %** of the Initial Contract Price.

The form acceptable for the Performance Security (unconditional) included in Section 2, Standard Forms.

The Performance Security shall be valid until 28 days beyond the intended Completion Date.

The Performance Security shall be from a commercial bank with the authority of license issued by the monetary board of Sri Lanka (Central Bank of Sri Lanka).

- 6.2 Programme

If any time should it appear to the Engineer that the actual progress of the work does not conform to the approved programme, the contractor shall produce, at the request of the Engineer a revised programme showing the modifications to the previously approved programme necessary to ensure completion of the work within the stipulated time of completion.

Failure on the part of the contractor to submit and obtain approval for the revised programme may result in the Engineer ordering an additional retention of 5% of the immediate claim. The contractor shall be entitled to release of the retention thus withheld from the next claim on obtaining the approval of the Engineer for the programme of work submitted to the Engineer.

Working Hours

- (i) Normal working hours of CPSTL from Monday to Friday is from 0730 hrs. to 1630 hrs.
- (ii) In the work programme Saturday also can be considered as a working day and from Monday to Friday up to 1800 hrs. also can be considered as a working hours by the contractor. But to work on Saturday and up to 1800 hrs the contractor is required to obtain prior permission since the offices are normally closed on Saturdays and after 1630hrs.
- (iii) However, working on Statutory holidays, Sundays and after 1800 hrs. on working days will not be permitted.

Provided always that provision of above (iii) shall not be applicable in the cause of any work which it is customary to carry out, outside normal working hours by rotary or double shifts.

6.3 Extension of time

No extension of time will be considered other than the adverse weather condition or other special circumstances of any kind whatsoever which may occur, other than through a default of the contractor be such as fairly to entitle the contractor to an extension of time for the completion of the work. The contractor shall, within fourteen (14) days after the cause for delay has arisen, deliver to the Engineer full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time. In the event of failure on the part of the contractor to act as stated herein before shall be forfeited in extension of time for the particular event.

6.4	Late Completion	The amount to be paid is Rs. 1/250 th of Initial Contract Price per Day, subjected to maximum of 10 % of Initial Contract Price.
8.1	Notification of Defects	The period for Defect Notification is 180 calendar Days from Taking Over.
10.3	Interim Payment	i) Interim payments will be made on completion of each category under the “Bill of Quantities” in Section -7 ii) The bid shall be on the basis of Measure & Pay Comprehensive
	Minimum amount of Interim Certificates	Rs 500,000/=
10.5	Payment of First Half of Retention	Not Applicable
10.6	Payment of Second Half of Retention	Full amount of retention shall be paid subjected to the conditions specified in the clause 10.6 of Conditions of Contract and following conditions The amount of retention is 10% of certified interim payment. The maximum amount of retention is 5% of Initial Contract Price and shall be release at the expiry of defect notification period.
10.12	Advance Payment	Amount of advance payment shall be 20% of initial contract price (less provisional sums and contingencies). Upon the payment of the advance payment in full the Employer shall return the original of the advance payment guarantee to the Contractor. No advance payment will be made in respect of constructional plant.

12.1 Contractors' care
of works

Special Safety Conditions

- i. Fire blanket & fire barriers are to be laid before starting hot work at site where ever required.
- ii. The work/workers should conform to the Fire & Safety rules and regulations of CPSTL and they should wear safety belts when working at high elevations.

Before work of any nature is commenced in any area it is necessary to obtain excavation permits, safety certificates and if the work involves sparks or flames also a hot work permit from the Fire & Safety Section of the CPSTL, Kolonnawa depending on nature of work. All precautions stipulated in these documents must be observed by the contractor and his employees. If the work cannot be completed in the period for which these documents are valid the work shall be discontinued until the documents have been renewed.

- iii. LBD Kurunegala is security restricted area and all contractor's personnel shall abide by the security regulations prevailing and those which might be enforced as and when necessary due to changed circumstances.
- iv. All contractor's personnel and their vehicles will be required to obtain gate passes before enter in to the Oil Installation, Kolonnawa and LBD Kurunegala. Those who possess valid police clearance are eligible to obtain gate passes.
- v. Safety clearances to be obtained before enter to the tank farm.

- vi. The contractor shall, except if and so far as the contract provides otherwise, indemnify the CPSTL against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to:
 - a. the permanent use or occupation of land by the works or any part thereof;
 - b. the right of the CPSTL to execute the works or any part thereof on, over, under, in or through any land;
 - c. injuries or damage to persons or property resulting from any act or neglect of the CPSTL, his agent, servants or other Contractors, not being employed by the Contractor, or for or in respect of any claims proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the damage or injury.
- vii. Only qualified persons shall perform electrical installations, repairs and other related work.
- viii. The first consideration for working on any electrical system is to have the circuit positively de-energized.

All circuits and equipment must be considered energized until opened, tagged and/or locked according to an approved procedure and should be proven de-energized by testing with an approved testing device known to be in proper working order

At least two personnel shall be present while the work are being performed

13.1(a)	Insurance cover	The minimum cover for insurance of the Works and of Plant and Materials is 110% of initial Contact Price
13.1(b)		The cover for loss or damage to Equipment is Contractor's responsibility.
13.1(c)	Insurance, third party	Minimum amount for third party insurance is Rs. 3,000,000.00

	13.1	Insurance for contractor's Personal	Minimum cover for personal injury or death , for third party and employees of the Employer and other persons engaged by the Employer in the Works is Rs. 1,000,000.00 per event.
33.	1.1.11	Adjudicator	The Adjudicator proposed by Employer is the Construction Industry Development Authority (CIDA).
	14.0	Resolution of Disputes	Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared by the contractor and the Employer. 50% by the Employer and 50% by the Contractor
		Minimum amount of Interim Certificates	Rs 500,000/=

SECTION 06

SPECIFICATIONS

SPECIFICATIONS

The works under this contract shall be executed in accordance with the Specifications given in the following documents issued by the Industry Development Authority (CIDA), “Savsiripaya”, 123, Wijerama Mawatha, Colombo 7.

Publication No.	Description
SCA/4/I	Specifications for Building Works (Vol. I) Third Revision, July 2004
SCA/4/II	Specifications for Building Works (Vol. II) Second Revision, Oct 2001
SCA/8	Specification for Electrical and Mechanical Works associated with Building and Civil Engineering, Sri Lanka, Second Edition, August 2000

It is implied that the eligible Bidders are fully acquainted with the above Documents and therefore, those will not be issued to the Bidders under This Tender.

However Bidders may purchase the same if necessary, from CIDA, “Savsiripaya”,123, Wijerama Mawatha, Colombo 7.

1.0 SCOPE OF SUPPLY BY CPSTL

1.1 Electrical power supply for construction work

Metered electrical power supply will be provided by the Employer on the request of the Contractor and charge according to the applicable tariff system and connection cost. Contractor shall use his own temporary power distribution board sufficiently rated to power the equipment and machineries used at site. Contractor shall install his own sufficiently rated feeder cable (Approximate length: 150 m) from metering point up to the temporary power distribution board or the contractor shall have to arrange his own power source. The installation shall be done conforming to the 17th edition of IET regulations and as per the instruction and approval of the CPSTL Electrical Engineer.

1.2 Water supply for construction work

Metered water supply will be provided by the Employer on the request of the Contractor and charge according to the applicable tariff system and connection cost. Contractor shall have his own sufficient storage facility at site or Contractor shall use his own source of water.

2.0 CONTRACTOR'S SCOPE OF SUPPLY

Contractor shall supply construction equipment, materials, consumables and other requisites as follows;

- 2.1** Supply of all materials for successful completion of the project.
- 2.2** Supply of all consumables such as welding electrodes, gas for cutting, grinding discs, temporary erection materials and all other consumables necessary for the proper execution of the job.
- 2.3** Supply of all construction equipment and tool which are required to perform the work.
- 2.4** Supply of all inspection and testing equipment to perform necessary inspection and testing.
- 2.5** All drawings, method statements, time schedules and other related documents shall be prepared and submitted by the contractor.
- 2.6** Quality assurance records shall be maintained by the contractor and these records shall be given to Engineer upon completion of each job.

3.0 CONTRACTOR'S SCOPE OF WORK AND SPECIFICATIONS

3.1 Site cleaning

Work site shall clean before commence the work, while execution of the work and after completion of the works. Debris and all removed material shall be properly disposed at a suitable location off the site as directed by the Engineer and usable material shall be handed over to CPSTL

3.2 Excavation/Demolition

Excavation work includes,

- i) Trimming and levelling edges, bottom face of excavation.
- ii) Compaction and testing of excavated area where necessary
- iii) Keeping all excavation free from storm and/or percolating water as required or directed by the Engineer to keep excavation dry.
- iv) Necessary Planking and strutting.
- v) Disconnecting and removing of underground pipe lines and take necessary care to avoid damage to such pipes.
- vi) Debris and excavated material shall be transported and stack at proximity location within CPSTL premises as directed by the Engineer.
- vii) Dewatering including pumping out water up to the nearest manhole in the existing drainage system.
- viii) Working space where necessary.
- ix) It is contractor responsibility to take necessary safety precaution to avoid the damages to adjacent structures while carrying out the excavation and demolition work
- x) Bulking after excavation.
- xi) Remove usable material should be handed over to CPSTL stores
- xii) Excavation work for foundation, drains and manholes etc. shall be backfilled after completing the work

3.3 Concreting work

- i) Mixing, handling, depositing, hoisting in position, compaction as specified and curing as specified.
- ii) Compressive strength of concrete and consistency of fresh concrete shall be tested according to method of testing defined as BS standards.
- iii) Cement, sand, aggregates shall comply with relevant standards and free from impurities.
- iv) Fine aggregate is pure river sand
- v) Maximum aggregate size shall be 19 mm or as shown in the drawings.
- vi) Minimum clear cover shall be provided for reinforcement. Cover block shall be casted as direction of engineer.
 - a) If underground, 50 mm
 - b) If above ground, 40 mm or directed by the Engineer.
- vii) Fresh concrete shall be protected from adverse weather conditions.
- viii) Water cement ratio shall be kept specific standard value.
- ix) Concrete work shall include forming joints between new concrete and old concrete as per the specifications and directed by engineer

3.4 Formwork

Formwork centering and moulds for concrete construction shall be of plywood shall be erected true in line, levels and vertically and to the required shapes and sizes and shall be of suitable design and substantial and rigid construction as to prevent deformation due to the placing and compacting of concrete and any incidental loading. All form work and centering shall be so constructed that no grout shall leak out during concreting.

Formwork and centering shall be provided with adequate walling, struts braces, ties and clamps so as to maintain the dimensions lines and levels shown on the drawings during the entire operation of placing and compacting the concrete and to prevent any sagging exceeding 3 mm under the weight of wet concrete and any other super imposed loads which they would be subjected to during construction.

The Contractor shall provide sufficient form work and moulds to ensure the adequate progress of work and the Engineer may direct the Contractor to provide at Contractor's expense such additional form work and moulds as they may deem necessary if in his opinion the proper progress of the work is retarded by their absence.

- i) All necessary boarding's, supporting, application of mould oil as necessary, erecting, framing, cutting angles cleaning, wetting and treatment before placing concrete.
- ii) Lines and levels of formwork shall be maintained.
- iii) All formwork shall be in plywood sheet or smoothed timber plank (smooth surface without irregularities) with adequate thickness.
- iv) Grout leak shall be prevented.
- v) Formwork has been measured the net contact surface between concrete and formwork.

3.5 Reinforcement

- i) The size of reinforcement rods described in the drawing or elsewhere shall be the minimum size and the rolling margin and any other tolerance shall be wholly above this size. Hooks and laps have been measured with the quantities.
- ii) Reinforcement shall be bent cold by applying a slow even pressure on an approved type of bending apparatus.
- iii) Re-bending of incorrectly bent bars shall not be attempted.
- iv) Reinforcements shall conform to B.S. 4449 and having minimum characteristic strength of 500N/mm² for high yield steel & 250 N/mm² for mild steel.
- v) Rate shall include for supply, cutting, bending, fabrications & placing in position, holding and supporting including temporary fixing support hangers & 16/20 binding wire ties, stools, spaces and chairs
- vi) Wire brushing & cleaning if necessary or as directed by the Engineer.
- vii) All reinforcement shall be free of dirt, oil, paint or loose rust before fixing in position and shall be brushed with a stiff wire brush if so directed by the Engineer.
- viii) Minimum covering, lap length and anchorage length shall be provided to all reinforcement as standard specification or as shown in drawing.

3.6 Masonry work

- i) Work shall include all rough and fair cutting, plumbing angles, forming rebated reveals, rough arches, raking out joints for pointing, plastering etc., cutting and pinning, forming or cutting chases, making good and like expenses.

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- ii) Work shall include all goggles, cramps, dowels, ties, templates, plumbing, settings, jointing, pointing, and fixing in position including hoisting and cleaning down.
- iii) Work shall include Builders work in connection with electrical installation, plumbing and drainage work.
- iv) Work shall include provision of stiffeners for walls, which exceed 2400 mm length.
- v) Preparation of surface to receive any external wall finish and shall be to Engineer's approval.
- vi) Preparation of existing surface for proper bonding.
- vii) Scaffolding whether specified separately or not.
- viii) Extra material for curved work
- ix) Brick Work shall include form joints between brickwork and existing surfaces of any material, approved filler between joint and approved sealant.
- x) Size of rubble 6''x9''
- xi) 1:5 cement sand mortar shall be used.
- xii) Plastering work includes forming of reveals and all edges.
- xiii) Cement shall comply to relevant BS and SLS standard. (Ordinary Portland Cement)
- xiv) Fine aggregate shall be pure river sand
- xv) Clay brick size 9" x 4" x 2" and compressive strength greater than 1.5 N/mm².
- xvi) Cement block shall meet SLS standards
- xvii) Cement shall comply to relevant BS and SLS standard. (Ordinary Portland Cement)
- xviii) Clay Brick shall be wetted before use and curing shall be carried out after work.
- xix) If new brick work will join to existing wall, the contacting plaster layer shall be removed.

3.7 Erection of Scaffolding

Scaffolding should be erected as approved by the Fire & Safety department of CPSTL.

SECTION 07
BILL OF QUANTITIES

PREAMBLE TO THE BILL OF QUANTITIES

1. This Bill of Quantities contains pages numbered from **40** to **47** Tenderers are requested to see that no page is missing, nor duplicate and that all TRADES are carried to **SUMMARY** at the end of the Bill of Quantities.
2. The Conditions of Contract, the Specifications and the Drawings are to be read in conjunction with the Bill of Quantities.
3. The cost of complying with all conditions, obligations and liabilities described in the Conditions of Contract, Specifications and the Bill of Quantities including all overhead charges and profit in carrying out the work as shown on the Drawings shall be deemed to be spread over and included in the prices of sums stated by the Bidder in the Bill of Quantities unless separately measured.
4. If the Bidder fails to price any items in the Bill of Quantities then the cost of the work under such items shall be held to be spread over and included in the prices given against other items of work.
5. The quantities set out in the Bill of Quantities are provisional and cover the approximate scope of the work anticipated to be performed by the Contractor. The actual quantities used for final measurement purposes will be determined by the Engineer by measurement of the work completed by the Contractor.
6. Where trade names, brands and or Catalogue Numbers are referred to, sole preference to any material or equipment is not intended. Any other material or equipment may be used, provided that the characteristics of type, quality, appearance, finish, method of construction and / or performance is superior to the specified.
7. Whenever the method of measurement is not clear from the documents available, the principles as given in the Sri Lanka Standard 573, 1999 [Revision] Method of Measurement of Building Works shall be applicable.
8. Selected tenderer shall comply with the arrangement of work in the buildings and be ready to work part by part as required by the Authorities of the Employer
9. Items in the Bill of Quantities marked "PROVISIONAL SUM" shall be executed if they are the subject of a written instruction from the Engineer. The rate/amount to be paid for works under Provisional Sum Items may be based on any one of the following methods or as approved by the Engineer.
 - i. Rates as in Bill Items where applicable.
 - ii. Cost supported by purchase Bills from State Organizations or approved suppliers + 12%
 - iii. Amount paid to the sub-contractors as approved by the Engineer + 12%
10. The unit and lump sum prices of the Bill of Quantities (referred to as the Contract Rates) shall, except in so far as is otherwise provided for under the Contract, be deemed to cover all obligations set out in the Contract, and all matters or things necessary for the proper completion and maintenance of the Works, and shall be fixed and binding upon the Contractor.

11. Unit prices when applied to the quantity of work performed under the Contract shall, and other sums specifically determined under the provisions of the Contract, constitute full remuneration to the Contractor under the Contract.
12. Each item shall be priced by the Tenderer in Sri Lanka Rupees.
13. Rates for items in this Bill of Quantities shall be inclusive for hauling, transporting, loading, unloading, spreading, heaping, supporting, scaffolding, welding, and for laps, unless otherwise specifically stated.
14. Unless otherwise specifically stated in Bill of Quantities or herein, the following shall be deemed to be included with all items: -
 - i. Labour and all costs in connection therewith.
 - ii. Materials, goods and all costs in connection therewith.
 - iii. Tools, plants, hoisting plants and all costs in connection therewith.
 - iv. Waste of materials.
 - v. Square cutting.
 - vi. Establishment charges, overhead charges and profit.
 - vii. All setting out works.
 - viii. For providing of method statements, calculations, proposals by Contractor, shop drawings
 - ix. All straight cutting & waste
 - x. Bending fabricating & hoisting
 - xi. Welding drilling for bolts & bolting
 - xii. Rolling margin
15. If tenderers are anticipating to give any discount, it shall be marked separately in the space allocated in the summary of Bill of Quantities. Provisional Sums shall not be considered when calculating discount.
16. All materials, equipment supplied shall be new, unused without any defects.
17. All materials used in the Works shall be of the best quality of their respective kinds as specified and shall be obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed or, where tests are not laid down in this Specification, with the requirements of the latest issue of the relevant British Standards or other Standards approved by the Engineer.
19. Metric units are used throughout the Bill of Quantities for measurement purposes unless otherwise indicated. Abbreviations used in the Contract are as follows: -

L.S.	-	Lump Sum
P.S.	-	Provisional Sum
m	-	Metre
m ²	-	Square metre
kg	-	kilograms
No	-	Numbers
Rs. Cts.	-	Sri Lankan Rupees and Cents
m ³	-	Cubic metre

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GENERAL

It is the tenderer's responsibility to see that the prices include for complying with all the requirements of the other documents whether specifically referred to in Bill of Quantities.

The Tenderer is advised to visit the site of the proposed work and it is the responsibility of the Tenderer to ascertain the conditions governing access to the site, the extent of working space storage area etc.

The rate for each item shall also include for all the following.

- 1) Labour and all connected cost.
- 2) Materials and goods including all connected cost.
- 3) Complying with regulations of the Municipal Council and/or any other relevant authority under which particular item of work is to be executed unless otherwise included in the preliminaries.
- 4) Plant and equipment unless and otherwise included in preliminaries.
- 5) Protecting and clearing.
- 6) In addition to above, the rate for item of work in substructure shall include for the works at depth extending below ground water table where applicable including excavation under water, removal and disposal of mud, sand and preparation of place to a condition suitable for proper execution of the work.

Formwork has been measured the net contact surface measurement between concrete and formwork to beams, columns and casings deemed to include ends.

Quantities for ABC, Soil are measured as compacted quantity.

Hooks, laps etc. have been measured with the quantities in reinforcement.

The measurement for excavation shall be taken according to Sri Lanka standard 573: 1999.

Day work rate only applicable for the work which are not expressed nor implied in specifications, drawings and BOQ. Contractor shall take prior approval for day work from the Engineer.

The contractor shall state under item 1 below, the rate per hour irrespective of public holidays, etc. required for work ordered to be executed as Day work at the site of the works.

Day work rates quoted shall also cover all the expenses of the contractor such as supervision, repairing and maintaining the tools necessary to each class of workman and particularly his profit & overhead expenses without any Taxes and / or Levies.

The contractor shall state, the rate per hour for use of plant in good working condition and include for the cost of fuel, lubricants, transport to and from site wages & allowances of the operators, any other expenses and contractor's profit & overheads without any taxes and / or Levies

SECTION 08

DRAWINGS

LIST OF DRAWINGS

NO.	DRAWING TITLE	DRG NO.
1	Modification works at LBD Kurunegala- Layout Plan	1893

SECTION 09
STANDARD FORMS (BID)

FORM OF BID SECURITY

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

----- *[insert issuing agency's name, and address of issuing branch or office]*

Beneficiary: Ceylon Petroleum Storage Terminals Limited

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

BID GUARANTEE No.: ----- *[insert (by issuing agency) number]*

We have been informed that -----
 - *[insert (by issuing agency) name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated -----*[insert (by issuing agency) date]* (hereinafter called "the Bid") for the of *[insert name of Contract]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of the successful bidder furnishing the performance security, otherwise it will remain in force up to -----
 --- *(insert date)*

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

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

CHECK LIST FOR BIDDERS

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Bidders are advised to fill the following table.

ITEM	ITB Clause	YES (tick)	REFERENCE
Form of Bid			
Addressed to the Employer?	18		
Completed?	18		
Signed?	18		
Bid Security			
Address to the Employer?	16		
Format as required?	16		
Issuing Agency as specified?	16		
Amount as requested?	16		
Validity 28 days beyond the validity of Bid?	16		
Qualification Information			
All relevant information completed?	4		
Signed?	4		
Addendum			
Contents of the addendum (if any) taken in to account?	10		
Bid package			
All the documents given in ITB Clause 12 enclosed in the original and copy?	12		
ITB Clause 19 followed before sealing the Bid package?	19		