

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF ENERGY

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

**INTERNATIONAL COMPETITIVE BIDDING
(SINGLE STAGE – TWO ENVELOPE)**

PROCUREMENT DOCUMENT

FOR

**ENGINEERING, PROCUREMENT,
CONSTRUCTION, COMMISSIONING (EPCC)
OF DEVELOPMENT OF FILLING FACILITIES
AT ZONE 07, KOLONNAWA INSTALLATION**

Employer:

Chairman,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa,
Wellampitiya,
Sri Lanka.

Issued to:

Issued by:

Date:

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List of Abbreviations

ITB	-	Instructions to Bidders
BDS	-	Bid Data Sheet
EQC	-	Evaluation and Qualification Criteria
BDF	-	Bidding Forms
ELC	-	Eligible Countries
ERQ	-	Employer's Requirements
GCC	-	General Conditions of Contract
SCC	-	Special Conditions of Contract
COF	-	Contract Forms

Invitation for Bids

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF ENERGY

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

INTERNATIONAL COMPETITIVE BIDDING (SINGLE STAGE – TWO ENVELOPE)

ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION

Contract No: KPR/20/2026.

1. The Chairman, High Level Procurement Committee (HLPC) on behalf of the Chairman, Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka invites sealed bids from eligible bidders for the **“Engineering, Procurement, Construction, Commissioning (EPCC) of Development of Filling Facilities at Zone 07, Kolonnawa Installation”** bears total estimated cost of LKR 1,455 million. The Construction period is 540 Calendar Days.

The scope includes the complete engineering and design of the overall product loading facilities development at Zone 07, site preparation including removing existing buildings, structures, yard concrete etc., and the procurement, construction, testing, and commissioning of gasoline handling facilities, comprising road tanker and rail tanker loading gantries with associated gantry sheds, yard improvements, boundary walls, and fencing; installation of gasoline loading bays with loading platforms, access systems, loading arms, metering, control, safety, grounding, and associated piping accessories, installation of delivery piping from the pump house to the filling gantries, implementation of pump control systems integrating new and existing pumps with PLC-based control and required modifications to the existing motor control centre, fire alarm and fire-fighting systems including foam sprinkler systems and installation of low-voltage and extra-low-voltage electrical systems including gantry and yard illumination, etc. in accordance with applicable NFPA, IEC, and API standards and as specified in the Procurement Document.

2. Bidding will be conducted through International Competitive Bidding: Single-Stage, Two-Envelope Bidding Procedure.
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements.
 - a. For domestic Bidders/ JV partners, valid CIDA registration in the Fields at the time of submission of the Bid.

Specialty	Grade
Heavy Steel Fabrication	EM1

Geotechnical Piling Board Cast Insitu	GP-B3 or above
Building Construction	C4 or above
Electrical Installation (EL-LV)	EM 2 or above

- b. For foreign bidders/ JV partners, CIDA registration is not required at the Bid submission.

In case of foreign bidder is selected for contract award, particular bidder shall obtain temporary registration as a foreign contractor under Construction Industry Development Act No. 33 of 2014 and other required registrations under the laws of Sri Lanka.

4. The eligible bidders shall comply with the following qualification criteria.

a. Experience

Experience as a contractor in the design & construction of a nature and complexity similar to the Works (Building Constructions, construction of 600mm or higher diameter piling work in to the bedrock, piping works as per API Standard 1104, Electrical Installation, design & installation of Programmable Logical Controllers and Industrial Automation). At-least two (02) similar nature and capacity EPCC projects completed within last 10 years.

Specialized Subcontractors for Terminal Automation System

Only the specific experience of sub-contractors for Terminal Automation System permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The specialized sub-contractors proposed shall demonstrate experience in design, supply, installation and implementation of Terminal Automation System in petroleum filling gantries (completed or ongoing). At-least two (02) similar nature and capacity projects completed within last 10 years.

Engagement of specialized subcontractors for Terminal Automation System shall not relieve the Bidder of its overall responsibility under the Contract.

b. Design/Technical Proposal

- i. Specific experience of the bidder or the composition of the Design Team related to the design of proposed Works
- ii. Overall compliance with the Employer's Requirements
- iii. Experience of the key Members of the Design Team
- iv. Work Plan / Method Statement and time schedules
- v. Preliminary Design approach
- vi. Any other improvements to the Employer's Requirements, suggested by the Bidder

c. Financial

- i. Last five years (2020/2021, 2021/2022, 2022/2023, 2023/2024 and 2024/2025) average annual turnover (A) shall satisfy one of the following:
 - a) $\text{USD } A \geq \text{USD } 4.7$ million or equal value in foreign currency.
- ii. Last year (2024/2025) revenue (R) shall satisfy the following:
 - a) $\text{USD } R \geq \text{USD } 4.7$ million or equal value in foreign currency.
- iii. Last year Current Assets to Current Liabilities ratio (CA/CL) shall satisfy one of the following:
 - a) $\text{CA/CL} \geq 1.5$
 - b) $1.5 > \text{CA/CL} \geq 1.25$
 - c) $1.25 > \text{CA/CL} \geq 1.0$
- iv. Last year Debt to Equity ratio (D/E) shall satisfy one of the following:
 - a) $\text{D/E} \leq 50\%$
 - b) $50\% < \text{D/E} \leq 75\%$
 - c) $75\% < \text{D/E} \leq 100\%$
- v. Last year Working Capital (WC) shall satisfy one of the following:
 - a) $\text{USD } WC \geq \text{USD } 2.0$ million or equal value in foreign currency.
 - b) $\text{USD } 2.0 \text{ million} > \text{USD } WC \geq \text{USD } 1.75$ million or equal value in foreign currency.
 - c) $\text{USD } 1.75 \text{ million} > \text{USD } WC \geq \text{USD } 1.5$ million or equal value in foreign currency.
- vi. Minimum amount of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments (sources of financing), which may be made under the Contract, until the project is taken over by the CPSTL, shall be not less than USD 0.8million or equivalent value in foreign currency.

d. Pending Litigation

All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50% of the Bidder's net worth.

e. Key Personnel
Managerial

- i. Project Manager
Chartered Engineer with minimum 12 years' experience as a Project Manager in similar nature EPCC projects in petroleum industry with PMI or equivalent certification.

Technical

- ii. Project Engineer
B.Sc. (Mechanical Eng.) or equivalent with more than 10 years' experience in works of similar nature EPCC projects including not less than 3 years as a project engineer.
- iii. Civil Engineer
B.Sc. (Civil Eng.) or equivalent with more than 10 years experience in works of similar nature construction projects.
- iv. Electrical and Automation Engineer
B.Sc. (Electrical/ Automation Eng.) or equivalent with more than 10 years experience in works of similar nature construction projects.

f. Availability of Essential equipment

Proposals for the timely acquisition (own/lease/hire) of the following minimum required essential equipment.

Excavators/JCBs – 2 nos, bar bending machines – 2 nos, bar cutting machines – 2 nos, concrete mixers – 2 nos, poker vibrators – 5 nos, plate compactors – 2 nos, scaffoldings, surveying equipment – 2 nos, concrete breakers and compressors – 2 nos, 25-ton mobile crane – 1 no, welding generators – 5 nos, grit/sand blasting equipment – 2 nos, painting equipment – 1 set, pipe cutting and beveling machines – 1 set, hydrostatic testing pump – 1 no, piling machines and desanders – 1 no (only if applicable as per Contractor's design).

5. To obtain further information and inspect the procurement documents, bidders should contact:

Manager Procurement
Ceylon Petroleum Storage Terminals Limited,
Procurement Function, New Building,
Oil Installation, Kolonnawa, Wellampitiya,
Sri Lanka.
Postal Code: 10600
Telephone : +94 11 2572156, +94 11 5750764
Email: procure@cpstl.lk

6. Interested bidders may obtain further information from the Manager Procurement of the Ceylon Petroleum Storage Terminals Limited, (Tele Phone+94 112572156 / +94 11 2572155 and Email: procure@cpstl.lk) and inspect the procurement documents free of charge during any working days from 0900 hrs to 1400 hrs. at the address given below. However, the bidders can inspect the procurement document (excluding drawings) from CPSTL website; www.cpstl.lk.
7. A complete set of Procurement Documents in English language may be purchased by interested bidders on the submission of a written application to the address below from **05.06.2026** until **22.07.2026** from 0900 hrs. to 1400 hrs. on any working day upon cash payment of a non-refundable fee of **LKR 150,000.00** or remittance of **USD 455.00** directly to the CPSTL bank account, details given below. All bank charges (foreign & local) shall be borne by bidder and proof of remittance (copy of TT) is required along with a written request before 14 days to the Bid closing date to issue the procurement document by courier service. No liability will be borne by CPSTL on loss or late delivery. Procurement Document (excluding drawings) available in the web is only for viewing purpose and Bids shall be submitted using Hard Copy of the Procurement Document purchased from CPSTL.

	Payment in LKR	Payment in USD
Non-refundable fee	LKR 150,000.00	USD 455
A/C Holder	Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.	
A/C No	004-1-001-9-0208672	74733828
Bank & Branch	People's Bank Corporate Branch International Banking Division, No.374, Dr. Colvin R De Silva Road, Colombo 02, Sri Lanka	Bank of Ceylon Corporate Branch Head Office, Head Office Building No. 04, Bank of Ceylon Mawatha Colombo 01, Sri Lanka
SWIFT	PSBKLKLX	BCEYLKLX
Branch Code	004	660

8. Bids shall be delivered in duplicate to the address given below on or before **1400 hrs.** Local time (+ 5.30 GMT) **23.07.2026**. Late bids will be rejected. Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
9. Bids shall be valid up to **14.01.2027**.
10. All bids must be accompanied by a Bid Security of LKR 14,550,000.00 (Sri Lanka Rupees Fourteen Million Five Hundred and Fifty Thousand Only) or USD 44,077.00 (United States Dollars Forty-Four Thousand and Seventy-Seven Only). The Bid Security shall be valid until **11.03.2027**.
11. A pre-bid meeting/Site visit will be held at 1000 hrs Sri Lanka local time (GMT+5:30) on **25.06.2026** at the office of DGM (Engineering and Support Services), Oil Installation, Kolonnawa, Sri Lanka. In case, the bidders are unable to participate in the pre bid meeting, they can participate via video conferencing method. Interested parties who wish to participate in the Pre bid meeting shall send their request to email procure@cpstl.lk at or before 1400 hrs. Sri Lanka local time (GMT+5:30) on **24.06.2026**.

The Chairman,
High Level Procurement Committee (HLPC)
C/O Manager Procurement,
Ceylon Petroleum Storage Terminals Limited,
Procurement Function, New Building,
Oil Installation, Kolonnawa, Wellampitiya,
Sri Lanka.
Postal Code : 10600
Telephone : +94 11 2572156, +94 11 5750764
E-mail : procure@cpstl.lk

PART I - BIDDING PROCEDURES

Section 1 - Instructions to Bidders (ITB)

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A. General	
1. Scope of Bid	1.1. In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Procurement Document for the procurement of works as specified in Section 6 (Employer's Requirements). The name, identification, of the International Competitive Bidding (ICB) are provided in the BDS. 1.2. Unless otherwise stated, throughout this Procurement Document definitions and interpretations shall be as prescribed in Section 7 (General Conditions of Contract).
2. Source of Funds	2.1. Works will be financed by the source given in the Bid Data Sheet (BDS).
3. Corrupt Practices	3.1. The Employer requires that the Bidders shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds. 3.2. In pursuance of this requirement, the Employer shall: (a) exclude the Bidder from participation in the procurement proceedings concerned or reject a bid for award; and (b) declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds; If it, at any time, determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds. 3.3. Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Employer, it shall, in the first place, allow the Bidder to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Employer related to matters of alleged fraud or corruption shall be in writing. 3.4. The Employer defines, for the purposes of this provision, the terms set forth below as follows: (a) "corrupt practice" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any

	other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding; (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Employer; (c) “collusive practice” means a scheme or arrangement among two or more Bidders, with or without the knowledge of the Employer (prior to or after Bid submission), designed to establish Bid prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free, open and genuine competition; and (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
4. Eligible Bidders	4.1. A Bidder may be a private entity or a government-owned entity - subject to ITB 4.5 - or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium, or association (JV). In the case of a JV: (a) all partners shall be jointly and severally liable, and (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. 4.2. A Bidder, and all partners constituting the Bidder, shall have a nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services. 4.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to: (a) they have controlling shareholders in common; or (b) they receive or have received any direct or indirect subsidy

	from any of them; or (c) they have the same legal representative for purposes of this bid; or (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a) - (d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid; or (f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid. 4.4. A firm that is under a declaration of ineligibility in accordance with ITB 3, or by the Employer in accordance with ITB 36.2, at the date of the deadline for bid submission or thereafter, shall be disqualified. 4.5. Government-owned entities shall be eligible only if they can establish that they (a) are legally and financially autonomous, (b) operate under the principles of commercial law, and (c) are not dependent agencies of the Employer 4.6. Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request. 4.7. A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
5. Eligible Materials, Equipment, and Services	5.1. The Goods and Related Services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and Section 6 (Employer's Requirements).

B. Contents of Procurement Document	
6. Sections of Procurement Document	6.1. The Procurement Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8. PART I Bidding Procedures Section 1 - Instructions to Bidders (ITB) Section 2 - Bid Data Sheet (BDS) Section 3 - Evaluation and Qualification Criteria (EQC) Section 4 - Bidding Forms (BDF) Section 5 - Eligible Countries (ELC) PART II Requirements Section 6 - Employer's Requirements (ERQ) PART III Conditions of Contract and Contract Forms Section 7 - General Conditions of Contract (GCC) Section 8 - Special Conditions of Contract (SCC) Section 9 - Contract Forms (COF) Section 10 – Drawings Annexures - <i>[If any]</i> 6.2. The Invitation for Bids issued by the Employer is not part of the Procurement Document. 6.3. The Employer is not responsible for the completeness of the Procurement Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids. 6.4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Procurement Document. Failure to furnish all information or documentation required by the Procurement Document may result in the rejection of the bid.
7. Clarification of Procurement Document, Site Visit, Pre-Bid Meeting	7.1. A prospective Bidder requiring any clarification of the Procurement Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer's response shall be in writing with copies to all Bidders who have acquired the Procurement Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the

	Employer deem it necessary to amend the Procurement Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 24.2. 7.2. The Bidder is advised to visit and examine the site where the Works to be carryout and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of Works. The costs of visiting the site shall be at the Bidder's own expense. 7.3. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. 7.4. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. 7.5. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the pre-bid meeting. 7.6. Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Procurement Document in accordance with ITB 6.3. Any modification to the Procurement Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. 7.7. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
8. Amendment of Procurement Document	8.1. At any time prior to the deadline for submission of bids, the Employer may amend the Procurement Document by issuing addenda. 8.2. Any addendum issued shall be part of the Procurement Document and shall be communicated in writing to all who have obtained the Procurement Document from the Employer in accordance

	with ITB 6.3. 8.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 24.2.
C. Preparation of Bids	
9. Cost of Bidding	9.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1. The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope. 11.2. The Technical Bid submitted by the Bidder shall comprise the following: (a) Letter of Technical Bid; (b) Bid Security or Bid Securing Declaration, in accordance with ITB 21; (c) alternative bids, if permissible, in accordance with ITB 13; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2; (e) documentary evidence establishing in accordance with ITB 14.1 that the Materials, Equipment and Services offered by the Bidder in its bid or in any alternative bid, if permitted, are eligible; (f) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;

	(g) Technical Proposal in accordance with ITB 17. (h) documentary evidence establishing in accordance with ITB 16 that the Materials, Equipment and Services offered by the Bidder conform to the Procurement Document; (i) in the case of a bid submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Work to be executed by the respective partners; (j) List of subcontractors, in accordance with ITB 17.2; and (k) Form of Deviations and Cost of Withdrawal provided in Section 4 – Bidding Forms (l) any other document required in the BDS. 11.3. The Price Bid submitted by the Bidder shall comprise the following: (a) Letter of Price Bid; (b) completed schedules as required, including Price Schedules, in accordance with ITB 12 and 18; (c) alternative price bids, if permissible, in accordance with ITB 13; and (d) any other document required in the BDS
12. Letter of Bid and Schedules	12.1. The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1. Unless otherwise indicated in the BDS, alternative bids shall not be considered. If they are allowed, the BDS will also indicate whether they are permitted in accordance with ITB 13.3, or invited in accordance with ITB13.2 and/or ITB 13.4. 13.2. When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the BDS, and the method of evaluating different time schedules will be described in Section 3 (Evaluation and Qualification Criteria). 13.3. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as

	described in the procurement document must also provide: (i) a price at which they are prepared to offer the Work meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. 13.4. When bidders are invited in the BDS to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Section 6 (Employer's Requirements). Technical alternatives for the specific parts of the facilities that comply with the performance and technical criteria specified for the Materials, Equipment and Services shall be considered by the Employer on their own merits, pursuant to ITB 32.
14. Documents Establishing the Eligibility of Materials, Equipment and Services	14.1. To establish the eligibility of the Materials, Equipment and Services in accordance with ITB Clause 5, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section 4 (Bidding Forms).
15. Documents Establishing the Eligibility and Qualifications of the Bidder	15.1. To establish its eligibility and qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms). 15.2. Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 38.
16. Documents Establishing Conformity of the Materials, Equipment and Services	16.1. The documentary evidence of the conformity of the Materials, Equipment and Services to the Procurement Document may be in the form of literature, drawings and data, and shall furnish: (a) A detailed description of the essential technical and performance characteristics of the Materials, Equipment and Services, including the functional guarantees of the proposed Materials, Equipment and Services, in response to the Specification; (b) a list giving full particulars, including available sources, of all spare parts and special tools necessary for the proper and continuing functioning of the Work for the period named in the BDS, following completion of Materials, Equipment and

	Services in accordance with provisions of contract; and (c) a commentary on the Employer's Specification and adequate evidence demonstrating the substantial responsiveness of the Bid to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Procurement Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification. 16.2. In order to facilitate evaluation of Technical Bids, deviations, if any, from the terms and conditions or Specification shall be listed as indicated in ITB 18.2.
17. Technical Proposal, Subcontractors	17.1. The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time. 17.2. For major items of works as listed by the Employer in Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the works. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the prices will be permitted. 17.3. The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any Works, Materials, Equipment or Services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 15.1
18. Bid Prices and Discounts	18.1. Unless otherwise specified in the BDS and/or Section 6 (Employer's Requirements), bidders shall quote for the entire Work on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the procurement document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Work. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and

	commissioning of the Works and, where so required by the procurement document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Procurement Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items. 18.2. Bidders shall submit their Bids strictly in accordance with the requirements of the Procurement Document. No deviations, qualifications, conditions, or reservations to the commercial, contractual, or technical requirements shall be permitted. Any Bid containing deviations, qualifications, conditions, or reservations, whether stated explicitly or implied, shall be considered non-responsive and may be rejected by the Employer. By submitting a Bid, the Bidder confirms that all obligations under the Procurement Document have been fully taken into account in the Bid Price, without exception. 18.3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 4 (Bidding Forms). Where no different Price Schedules are included in the Procurement Document, bidders shall present their prices in the following manner: Schedules included in Section 4 (Bidding Forms) shall be used and the total bid price(s) to be entered in the Bid Form. The prices quoted by the Bidder in Schedules shall confirm to the requirements specified in the Procurement Document. Schedule No. 1: Breakdown of Fixed Lump Sum Price and Summary Schedule No. 2: Rates for Changes in the Work Schedule No. 3: Payment Schedule and Contract Milestones 18.4. The prices shall be either fixed or adjustable as specified in the BDS. (a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. (b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labour, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation
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	will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labour and material indices in the corresponding Form in Section 4 (Bidding Forms). 18.5. The Bidder shall quote any unconditional discounts separately and the methodology for their application in the Letter of Price Bid.
19. Currencies of Bid and Payment	19.1. The currency(ies) of the bid shall be, as specified in the BDS. 19.2. Bidders shall indicate in the Schedule of Prices and the Letter of Bid the portion of the bid price that corresponds to expenditures incurred in the Sri Lankan Rupees. 19.3. Bidders expecting to incur expenditures in other currencies for inputs to the Facilities supplied from outside Sri Lanka and wishing to be paid accordingly, may indicate in the Schedule of Prices and the Letter of Bid in only one foreign currencies of their choice.
20. Period of Validity of Bids	20.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. 20.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
21. Bid Security	21.1. Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a Bid Securing Declaration or a Bid Security in original form and in the amount and currency as specified in the BDS. 21.2. A Bid Securing Declaration shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time if the Bid Securing Declaration is executed, as provided in the BDS. 21.3. The bid security shall be a demand guarantee in form of an unconditional bank guarantee, from a reputable source from an eligible country. The bid security shall be submitted either using the Form of Bid Security included in Section 4 (Bidding Forms), in the case of a bank guarantee, or in another format approved by

	the Employer. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for fifty-six (56) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2. 21.4. If a bid security is specified, any bid not accompanied by a substantially compliant bid security or bid securing declaration shall be rejected by the Employer as non-responsive. 21.5. If a bid security is specified pursuant to ITB 21.1, the bid security of the unsuccessful Bidder shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 49. 21.6. If a bid security is specified pursuant to ITB 21.1, the bid security of successful Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security. 21.7. The bid security may be forfeited or the bid securing declaration executed: (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2 or (b) if the successful Bidder fails to: (i) sign the Contract in accordance with ITB 48; (ii) furnish a performance security in accordance with ITB 49; or (iii) accept the arithmetical corrections of its Bid in accordance with ITB 36. 21.8. The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.
22. Format and Signing of Bid	22.1. The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between

	the original and the copies, the original shall prevail. 22.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialled by the person signing the bid. 22.3. A bid submitted by a JV shall be signed so as to be legally binding on all partners. 22.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.
D. Submission and Opening of Bids	
23. Submission, Sealing and Marking of Bids	23.1. Bidders may submit their bids by hand or by mail. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows: (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3. (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS. 23.2. The inner and outer envelopes shall: (a) bear the name and address of the Bidder; (b) be addressed to the Employer in accordance with ITB 24.1; and (c) bear the specific identification of this bidding process indicated in the BDS 1.1. 23.3. The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with

	ITB Sub- Clause 27.1. 23.4. The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB Sub-Clause 27.7. 23.5. Alternative Bids, if permissible in accordance with ITB Clause 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Clauses 20 and 21, with the inner envelopes marked in addition “ALTERNATIVE NO....” as appropriate. 23.6. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
24. Deadline for Submission of Bids	24.1. Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS. 24.2. The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Procurement Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
25. Late Bids	25.1. The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 24. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
26. Withdrawal, Substitution, and Modification of Bids	26.1. A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be: (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 24. 26.2. Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders. 26.3. No bid may be withdrawn, substituted, or modified in the

	interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.
27. Bid Opening	27.1. The Employer shall conduct the opening of Technical Bids in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 23.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation. 27.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. 27.3. Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB Sub-Clause 27.1 No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. 27.4. Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 27.1. 27.5. All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder;

	(b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) any other details as the Employer may consider appropriate. Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB Sub-Clause 25.1. 27.6. The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and alternative bids; and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted. 27.7. At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids. 27.8. The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Procurement Document and return their Price Bids unopened. 27.9. The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance. 27.10. All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the Bid Prices, including any discounts and alternative offers;
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	and (d) any other details as the Employer may consider appropriate. Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids. 27.11. The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.
E. Evaluation and Comparison of Bids	
28. Confidentiality	28.1. Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. 28.2. Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid. 28.3. Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.
29. Clarification of Bids	29.1. To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 36. 29.2. If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

30. Deviations, Reservations, and Omissions	30.1. During the evaluation of bids, the following definitions apply: (a) “Deviation” is a departure from the requirements specified in the Procurement Document; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Procurement Document; and (c) “Omission” is the failure to submit part or all of the information or documentation required in the Procurement Document.
31. Preliminary Examination of Technical Bids	31.1. The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub- Clause 11.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Bid may be rejected. 31.2. The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected. (a) Letter of Technical Bid; (b) written confirmation of authorization to commit the Bidder; (c) Bid Security, if applicable; and (d) Technical Proposal in accordance with ITB 17.
32. Responsiveness of Technical Bid	32.1. The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB11. 32.2. A substantially responsive Technical Bid is one that meets the requirements of the Procurement Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Procurement Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. 32.3. The Employer shall examine the technical aspects of the Bid

	submitted in accordance with ITB 17, Technical Proposal, in particular to confirm that all requirements of Section 6 - (Employer's Requirements) have been met without any material deviation or reservation. 32.4. If a bid is not substantially responsive to the requirements of the Procurement Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
33. Nonmaterial Nonconformities	33.1. Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission. 33.2. Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 33.3. Provided that a Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
34. Detailed Evaluation of Technical Bids	34.1. The Employer will carry out a detailed technical evaluation of the bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Procurement Document. In order to reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following: (a) overall completeness and compliance with the Employer's Requirements; deviations from the Employer's Requirements; conformity of the Work offered with specified criteria; suitability of the Work offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness; (b) other relevant factors, if any, listed in Section 3 (Evaluation and

	Qualification Criteria). 34.2. Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.
35. Eligibility and Qualification of the Bidder	35.1. The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria). 35.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15. 35.3. An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder. 35.4. The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with Section 3 (Evaluation and Qualification Criteria). Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.
36. Correction of Arithmetical Errors	36.1. During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis: (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly; (b) where there are errors between the total of the amounts and Summary, the former shall prevail and the latter will be corrected accordingly; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in

	figures shall prevail subject to (a) and (b) above. 36.2. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited or its bid securing declaration executed.
37. Conversion to Single Currency	37.1. For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS
38. Margin of Preference	38.1. Unless otherwise specified in the BDS, a margin of preference shall not apply.
39. Evaluation of Price Bids	39.1. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. 39.2. To evaluate a Price Bid, the Employer shall consider the following: (a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules; (b) price adjustment for correction of arithmetical errors in accordance with ITB 36.1; (c) price adjustment due to discounts offered in accordance with ITB 18.5; (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37; and (e) the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria). 39.3. If price adjustment is allowed in accordance with ITB 18.4, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation. 39.4. If this Procurement Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria). 39.5. If the bid, which results in the lowest Evaluated Bid Price, is

	seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
40. Comparison of Bids	40.1. The Employer shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39.2.
41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	41.1. The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
42. Notification of Intention to Award	42.1. The Employer shall notify each Bidder (that has not already been notified that it has been unsuccessful) of its Intention to Award the Contract to the successful Bidder. 42.2. The Notification of Intention to Award shall, at a minimum, include the following information: (a) the name and address of the Bidder submitting the successful Bid; (b) the Contract Price offered by the successful Bidder; (c) the names of all Bidders who submitted Bids and a summary of their evaluated Bid prices and evaluation outcomes, as applicable; (d) a brief statement of the reasons why the Bid of the unsuccessful Bidder to whom the notice is addressed was unsuccessful; (e) the date of expiry of the Standstill Period; and (f) instructions on how to request a debriefing and how to submit an appeal during the Standstill Period.
43. Debriefing by the Employer	43.1. On receipt of the Notification of Intention to Award, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline. 43.2. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5)

	Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period. 43.3. Where a request for debriefing is received by the Employer later than the three (3) Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of Notification of Intention to Award. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period. 43.4. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own costs of attending such a debriefing meeting.
44. Standstill Period	44.1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 43. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Bid is submitted, the Standstill Period shall not apply.
45. Appeals Against Intention to Award	45.1. Any unsuccessful bidder, who is not satisfied with the Intention to Award the Contract, may appeal against the Intention to Award the Contract to the successful bidder, to the Procurement Appeal Board (PAB) for Procurements Related to High Level Procurement Committee within Seven (07) working days of the Standstill Period.
F. Award of Contract	
46. Award Criteria	46.1. The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Procurement Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily. 46.2. The Employer reserves the right to accept any of the deviations submitted in accordance with ITB 18.2 by the lowest evaluated bidder, at the price shown for the deviation in the bid.
47. Notification of	47.1. Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its

Award	bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Work (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). 47.2. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
48. Signing of Contract	48.1. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement. 48.2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
49. Performance Security	49.1. Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 39.5, using for that purpose the Performance Security Form included in Section 6 (Employer’s Requirements), or another form acceptable to the Employer. If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable. 49.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the bid securing declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section 2 - Bid Data Sheet (BDS)

A. Introduction	
ITB 1.1	The number of the Invitation for Bids is: KPR/20/2026
ITB 1.1	The Employer is: Chairman Ceylon Petroleum Storage Terminals Limited (CPSTL) Oil Installation Kolonnawa Wellampitiya Sri Lanka
ITB 1.1	The name of the ICB is: Engineering, Procurement, Construction, Commissioning (EPCC) of Development of Filling Facilities at Zone 07, Kolonnawa Installation The identification number of the ICB is: KPR/20/2026
ITB 2.1	The source of funds is Ceylon Petroleum Storage Terminals Limited.
B. Procurement Documents	
ITB 7.1	For <u>clarification purposes only</u> , the Employer's address is: Attention: Manager Procurement Address: Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka. Postal Code: 10600 Telephone: +94 11 2572156, +94112572155 Electronic mail address: procure@cpstl.lk
ITB 7.4	A Pre-Bid meeting shall take place. Date, time and place are as follows: Date: 25.06.2026 Time: Local time 1000 hrs (+ 5.30 GMT) Place: office of Deputy General Manager (Engineering and Support Services), Oil Installation, Kolonnawa, Sri Lanka. Site visit shall be arranged after the pre-bid meeting, the employer will facilitate the site visit. The cost of site visit is to be borne by the bidder themselves.
C. Preparation of Bids	
ITB 11.1	Clarification on Bid Structure The Bid shall comprise two (02) separate envelopes, namely the Technical Bid and the Price Bid, submitted simultaneously and enclosed in one outer envelope, in

	accordance with ITB Clause 11. Any document containing prices or price-related information shall be included exclusively in the Price Bid envelope, and no such information shall appear in the Technical Bid envelope.
ITB 11.2 (I)	The Bidder shall submit with its Envelope 01 - Technical Bid the following additional documents and forms, all of which shall be non-priced: 1. In respect of domestic Bidders, a copy of Valid Registration in CIDA. 2. FORM PCA3 in accordance with Contract Act No. 3 of 1987 of the Government of Sri Lanka and subsequent Gazette Notification. 3. If the Bidder is a Joint Venture, a certified/attested copy of JV Agreement. Letter of Intent to execute a Joint Venture Agreement or the Memorandum of Understanding and if the Bidder is Limited Liability Company, a certified/attested copy of the Certificate of Incorporation and if the Bidder is partnership, a certified/attested copy of the Partnership Agreement and if a Single Proprietor an attested copy of Registration. 4. If the Bidder intends to Subcontract any part or parts of the Work, more than 10% of the Bid Price, the details of all such proposals shall be submitted, along with copies of CIDA Registration of any such national sub-contractor (s). 5. Construction program 6. Legal status (Sole proprietor, Partnership, Company etc.) 7. Authentication for signatory in the form of Power of Attorney (Specifically for this Bid) 8. VAT, SSCL registration number (if applicable) 9. Total monetary value of construction work performed for each of the last five years 10. Experience in works of a similar nature and size for each of the last ten years 11. Construction equipment 12. Staffing 13. Work plan, method statements, QA/QC procedures and HSE policy 14. Details of the suppliers and manufactures 15. Completed Schedule of Particulars as given in the Section 4 (Bidding Forms) 16. Detailed Breakdown of the Construction Cost (Un-Priced) The un-priced breakdown shall: Correspond to the Price Proposal structure; Indicate quantities, work components, cost elements, and allocation of Site Overheads, Head Office Overheads, and Profit without indicating any rates, prices, totals, subtotals, percentages, or monetary values; Be submitted strictly for technical understanding and assessment purposes only. The presence of any price-related information in the Technical Bid shall render the Bid non-responsive. The following forms included in Section 4 – Bidding Forms shall be submitted as part of the Technical Bid: • Letter of Technical Bid • Bidder's Declaration

	• Form DEV – Schedule of Deviations and Cost of Withdrawal • Form COO – Country of Origin Declaration • Design Proposal • Method Statement for Key Construction Activities • Mobilization Schedule • Sustainable Procurement Proposal • Construction and/or Erection Management Strategy • Work Program • Code of Conduct for Contractor’s Personnel (ES) • Risk Assessment and Proposed Management Plan • Form EQU – Contractor’s Equipment • Form PER-1 and PER-2 – Key Personnel • Form SC-1 – Proposed Subcontractors • All Bidder Qualification Forms (BIS, CON, EXP, FIN series) Failure to submit mandatory eligibility and authorization documents listed above may result in rejection of the Bid. Other omissions may be subject to clarification in accordance with ITB 27, provided that such clarification does not alter the substance of the Bid.
ITB 11.3 (d)	The Bidder shall submit with its Envelope 2 - Price Bid the following documents, which shall contain all price-related information: 1. Detailed Breakdown of the Construction Cost (Priced) The priced breakdown shall: • Fully correspond to the un-priced breakdown submitted in the Technical Bid; • Show unit rates, prices, subtotals, totals, and allocation of Site Overheads, Head Office Overheads, and Profit. The following forms included in Section 4 – Bidding Forms shall be submitted as part of the Price Bid: • Letter of Price Bid • Indicative Bill of Quantities (All Sections) • BOQ Summary • Schedule No. 1 – Breakdown of Fixed Lump Sum Price • Schedule No. 2 – Rates for Changes in the Work • Schedule No. 3 – Payment Schedule and Contract Milestones • Detailed Priced Construction Cost Breakdown Failure to submit the priced breakdown may result in rejection of the Price Bid in accordance with ITB 29. No changes to rates or prices shall be permitted during clarification.
ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternatives to the Time Schedule shall not be permitted.

ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the work: None.
ITB 16.1 (b)	The defect liability period will be 365 Calendar days after the completion of Work in accordance with provisions of contract.
ITB 17.2	For the following specialized works, the Employer permits specialized sub-contractors. Terminal Automation System
ITB 18	The Contract shall be awarded on a lump sum basis, with payments made against Contract Milestones in accordance with Schedule No. 3 – Payment Schedule and Contract Milestones. The Indicative Bill of Quantities is provided for the purpose of price breakdown, valuation of variations, and rates for changes in the Work, and shall not form the basis for re-measurement. <u>Taxes and Duties</u> Except for Value Added Tax (VAT) , which shall be excluded from the Bid Price, all other taxes (applicable in Sri Lanka), including Social Security Contribution Levy (SSCL), duties, levies, fees, charges, imposts, customs duties, port charges, and similar impositions of whatever nature, imposed under the laws of Sri Lanka or by any statutory, regulatory, or local authority, whether existing or introduced prior to the Bid Closing Date, shall be deemed to be included in the Bid Price and the Accepted Contract Amount. Bidders shall be deemed to have fully acquainted themselves with the applicable tax laws, regulations, and practices of Sri Lanka and shall have included all such costs in their Bid Price, except for VAT.
ITB 18.1	Bidders shall quote for the entire Work on a single responsibility basis.
ITB 18.2	The Schedule of Deviations and Cost of Withdrawal shall be submitted using Form DEV – Schedule of Deviations in Section 4 – Bidding Forms. During bid evaluation, the Employer may add the stated Cost of Withdrawal to the Bid Price for the purpose of comparing Bids on a common and fully compliant basis. The Employer may, at its discretion: • accept a deviation, • require withdrawal of a deviation without additional cost, or • reject the Bid if the deviation is considered material.
ITB 18.4	The prices quoted by the Bidder shall be fixed. The Bidder shall not include any provision or condition for price escalation.
ITB 18.4 (a)	Applicable
ITB 18.4 (b)	Not Applicable

ITB 19.1	The Bid shall be quoted in Sri Lankan Rupees (LKR) and/or United States Dollar (USD). For evaluation and comparison of Bids under Sub-Clause 30.2, rates and prices quoted in United States Dollar (USD) by the bidders will be converted to Sri Lanka Rupees using Indicative Rate published by Central Bank of Sri Lanka, on the date 28 Days prior to date of closing of Bids. With Holding Tax (WHT) Withholding Tax (WHT) will be deducted at the applicable rate and remitted to the Inland Revenue Department of Sri Lanka in accordance with the provisions of the Inland Revenue (Amendment) Act No. 16 of 2024 of Sri Lanka. Entities from countries that have entered into a Double Taxation Avoidance Agreement (DTAA) with the Government of Sri Lanka are entitled to claim the WHT deducted as a credit against their final corporate tax liability. All other taxes, duties, levies, fees, and charges shall be deemed included in the Contract Price, irrespective of the currency (LKR or USD) in which the relevant cost component is quoted.
ITB 20.1	The bid validity period shall be 14.01.2027
ITB 21.1	A Bid Security is required. The amount of Bid Security is LKR 14,550,000.00 (Sri Lanka Rupees Fourteen Million Five Hundred Fifty Only) or USD 44,077.00 (United States Dollars Forty-Four Thousand and Seventy-Seven Only). The Bid Security shall be valid up to 11.03.2027 as per attached specified format. Securities and Guarantees shall be irrevocable and unconditionally en-cashable upon the first written request from the Procuring Entity. The bid securities issued by the following agencies are acceptable; • a commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka, • A bank Guarantee issued by a bank based in another eligible source country (Outside of Sri Lanka), but the Security or Guarantee should endorsed/confirmed by a corresponding bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
ITB 21.2	Not Allowed
ITB 22.1	In addition to the original of the bid, bidder shall submit one (1) copy of the Bid. In addition, the Bidder shall submit one (1) soft copy of the Bid, separately for the Technical and Price bids. The soft copy of the Price Bid shall be sealed inside the original hard copy of the Price Bid. The Bidder shall also state in its Bids it agrees that in case of any discrepancy between the original hard copy set and the copies, the original shall govern.
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of written Power of Attorney which should either be (a) notarized or (b)

	attested to by an appropriate authority in the Bidder's home country or authenticated Board Resolution to be signed by a person having a power of attorney of the Company. All Documents shall be in English Language or with English Translation with certified by Licenced/ Sworn Translator.
D. Submission and Opening of Bids	
ITB 23.1 (b)	Electronic bids not allowed
ITB 23.7	Any Bid in which price information is included in the Technical Bid envelope or non-price information is included in the Price Bid envelope may be rejected as non-responsive.
ITB 24.1	For <u>bid submission purposes only</u>, the Employer's address is : The Chairman, High Level Procurement Committee (HLPC) C/O Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka. Postal Code: 10600 The deadline for bid submission is: Date: 23.07.2027 Time: 1400 hrs. Local time (+ 5.30 GMT)
ITB 27.1	The bid opening shall take place at: Office of Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka. Date: 23.07.2027 Time: 1400 hrs. Local time (+ 5.30 GMT)
ITB 37.1	The currency(ies) of the Bid shall be converted into a single currency as follows: Sri Lankan Rupees (LKR) The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Sri Lankan Rupees (LKR) The source of exchange rate shall be: Indicative exchange rate published by Central Bank of Sri Lanka. The date for the exchange rate shall be: 28 Days prior to date of closing of Bids

Section 3 - Evaluation and Qualification Criteria

Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 28 to ITB 45 (Section E - Evaluation and Comparison of Bids of ITB), no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section 4, Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the United State Dollars (USD) equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective financial year (in which the amounts for that year is to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the commencement date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 37.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

1. Responsiveness Check

Prior to detailed technical and financial evaluation, the Employer shall examine each Bid to determine whether it is substantially responsive to the requirements of the Procurement Document.

A substantially responsive Bid is one that conforms to all material terms, conditions, and requirements of the Procurement Document without material deviation, reservation, or omission.

In determining responsiveness, the Employer shall, inter alia:

- verify compliance with the eligibility, qualification, and submission requirements specified in the ITB and BDS;

Bids containing material or unacceptable deviations shall be rejected as non-responsive and shall not be considered for further technical or financial evaluation.

2. Domestic Preference

Not Applicable

3. Evaluation Criteria of the Bids

3.1. Summary of the Marking Scheme

No.	Item	Total points for criterion	Minimum criteria
1.	Similar nature construction projects completed / ongoing as EPCC Contractor	10	08

	within last 10 years		
2.	Design/Technical Proposal		
a)	Specific experience of the bidder or the composition of the Design Team related to the design of proposed Works	05	03
b)	Overall compliance with the Employer's Requirements	08	05
c)	Experience of the key Members of the Design Team	08	06
d)	Work Plan / Method Statement and time schedules	05	03
e)	Preliminary Design approach	02	01
f)	Any other improvements to the Employer's Requirements, suggested by the Bidder	02	00
3.	Financial status, financial stability and availability of Liquid assets and /or credit facilities		
a)	Financial status and financial stability	30	20
b)	Liquid assets and /or credit facilities	10	06
4.	Qualification & Experience of Key Personnel who are proposed for this Project	10	08
5.	Availability of Essential equipment	10	06
	Total marks	100	66

Notes:

- i. Bidder shall obtain at-least 66 out of the total marks (100), having met all the individual minimum criteria, to technically qualified.
- ii. This marking scheme is only a guideline for the Bidders which will not grant any legal right to Bidders to claim for eligibility. The final decision for the eligibility of Bidders is with the CPSTL.

3.2. Basis of the Marking Scheme

3.2.1. Highest priority is given to the Design/Technical Proposal.

3.2.2. Work in hand is a qualification for a contractor as the Employer would evaluate the contractor in a similar manner, before awarding the Contract. To comply with this requirement, works cited should be at least 70% completed.

3.3. Detailed Marking Scheme

- 1) Similar nature and capacity construction projects completed / ongoing as EPCC Contractor within last 10 years.

The EPCC projects considered under this category shall be development of petroleum filling facilities/ terminals including design, construction of components such as buildings, pile foundations, road/ rail tanker filling gantries, pump houses, product piping as per API Standard 1104, Electrical Installation, design & installation of Programmable Logical Controllers and Industrial Automation etc. in a single project.

Total points for criterion - 10

Minimum points to be obtained - 08

Minimum requirement - At-least two (02) similar nature and capacity EPCC projects completed within last 10 years.

Sub-criteria and point system for the evaluation is:

Sub-criteria	Points
Two numbers of similar projects completed	08
Three numbers of similar projects completed	09
Four or more numbers of similar projects completed	10
Total points for criterion	10
Minimum points to be obtained for criterion	08

For the following specialized works, the Employer permits specialized sub-contractors as per ITB 17.2”

Terminal Automation System

The specialized sub-contractors proposed shall demonstrate experience in design, supply, installation and implementation of Terminal Automation System in petroleum filling gantries (completed or ongoing). At-least two (02) similar nature and capacity projects completed within last 10 years.

Engagement of specialized subcontractors for Terminal Automation System shall not relieve the Bidder of its overall responsibility under the Contract.

Details shall be entered in Form EXP-1, EXP-2(a), EXP-2(b) & Form SC-1 of Section 4 - Bidding Forms.

Documentary proof (Copy of Purchase Order with completion certificate, performance certificate, completion certificate, agreement etc.) for successful completion of the work relating to experience shall be submitted with the offer. For projects completed in Sri Lanka, Documentary proof shall be certified by an Attorney at Law. For projects completed in foreign countries, Documentary proof shall be certified by the Sri Lankan Embassy/ Consular General Office or Foreign Ministry of the relevant country. The bidders shall have very clear documentary evidence in English Language as proof of above experience.

2) Design/Technical Proposal

Total points for criterion - 30

Minimum points to be obtained - 16

Criteria		Maximum Points	Minimum Required
(i)	Specific experience of the bidder or the composition of the Design Team related to the design of proposed Works	5	3
(ii)	Overall compliance with the Employer's Requirements	8	5
(iii)	Experience of the key Members of the Design Team	8	6
	i. Design Manager B.Sc. (Eng.) or equivalent with more than 10 years' experience in design of similar nature petroleum gantry development projects including not less than 3 years as a design engineer. <u>Responsible for:</u> overall design of the project	5	3
	ii. Design Engineer (Mechanical) B.Sc. (Eng.) or equivalent with more than 5 years' experience in design of similar nature petroleum gantry development projects including not less than 3 years as a design engineer. <u>Responsible for:</u> Mechanical Engineering Design of the project	1	1
	iii. Design Engineer (Civil) B.Sc. (Eng.) or equivalent with more than 5 years' experience in design of similar nature projects including not less than 3 years as a design engineer. <u>Responsible for:</u> Civil Engineering Design of the project	1	1
	iv. Design Engineer (Automation) B.Sc. (Eng.) or equivalent with more than 5 years' experience in design of similar nature petroleum gantry development projects including not less than 3 years as a design engineer. <u>Responsible for:</u>	1	1

	Terminal Automation Design of the project		
(iv)	Work Plan / Method Statement and time schedules	5	3
(v)	Preliminary Design approach	2	1
(vi)	Any other improvements to the Employer's Requirements, suggested by the Bidder	2	-
Total points for criterion		30	
Minimum points to be obtained for criterion		18	

The following Sub-Criteria will be used in assigning points to (i), (ii), (iv), and (v) above

- a) *Satisfactory* - 60%
- b) *Good* - 80%
- c) *Very Good* - 100%

For allocating points for (iii) above, each key member of the Design Team will be assigned a weighting in accordance with their roles for the assignment. Subjected to the weightings assigned each key staff member will be evaluated using the following Sub-Criteria:

- a) *General qualifications* - 25%
- b) *Total experience* - 25%
- c) *Experience related to the task* - 50%

Design/Technical proposal will be given a score as above. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve the overall minimum of 18 points together with the minimum given against each criteria.

- 3) Financial status, financial stability and availability of Liquid assets and /or credit facilities
- a) Financial status and financial stability of the Bidder

Total points for criterion - 30

Minimum points to be obtained - 20

Sub-criteria		Allocated Points	Maximum Points
Last five years average annual turnover (A)	(A): USD A > USD 4.7million or equal value in other currency	10	10
Last year revenue (R)	(R): USD R > USD 4.7million or equal value in other currency	8	8
Last year Current Assets/ Current Liabilities (CA/CL)	CA/CL $\geq$ 1.5	5	5
	1.5 > CA/CL $\geq$ 1.25	4	
	1.25 > CA/CL $\geq$ 1	2	
Last year Debt / Equity ratio (D/E)	(D/E): D/E $\leq$ 50%	4	4
	(D/E): 50% < D/E $\leq$ 75%	3	
	(D/E): D/E $\leq$ 100%	2	
Working Capital (WC)	(WC): USD WC $\geq$ USD 2.0 million or equal value in other currency	3	3
	(WC):): USD 2.0 million > USD WC $\geq$ USD 1.75 million or equal value in other currency	2	

	(WC): USD 1.75 million >USD WC ≥ USD 1.5 million or equal value in other currency	1	
Total points for criterion			30
Original Minimum points to be obtained for criterion			24

Details shall be entered in Form FIN-1 & Form FIN-2 Section 4 - Bidding Forms. Documentary evidence such as copies of audited financial statement/accounts certified by an Attorney at Law for the last five (05) years (2020/2021, 2021/2022, 2022/2023, 2023/2024 and 2024/2025) shall be submitted.

b) Liquid assets and /or credit facilities required

Total points for criterion - **10**

Minimum points to be obtained - **06**

Minimum amount of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments (sources of financing), which may be made under the Contract, until the project is taken over by the CPSTL, shall be not less than USD 0.8 million or equivalent value in foreign currency.

Details shall be entered in Form FIN-3 Section 4 - Bidding Forms.

4) Qualification & Experience of Key Personnel

Total points for criterion - **10**

Minimum points to be obtained - **08**

Sub-criteria		Points
Managerial		
Project Manager Chartered Engineer with minimum 12 years experience as a Project Manager in similar nature EPCC projects in petroleum industry with PMI or equivalent certification. <u>Responsible for:</u> • overall management of the project • being the point of contact • being the central point of coordination • interfacing with the Employer during all phases of the contract	Points for years of relevant experience - calculated post qualification: • 12 years and above = 4 • No CV or qualification and relevant experience = 0	4
Technical		
Project Engineer	Points for years of relevant	2.0

B.Sc. (Mechanical Eng.) or equivalent with more than 10 years' experience in works of similar nature EPCC projects including not less than 3 years as a project engineer. <u>Responsible for:</u>	experience - calculated post qualification: • 10 years and above = 2 • No CV or qualification and relevant experience = 0	
Civil Engineer B.Sc. (Civil Eng.) or equivalent with more than 10 years' experience in works of similar nature construction projects. <u>Responsible for:</u>	Points for years of relevant experience - calculated post qualification: • 10 years and above = 2 • No CV or qualification and relevant experience = 0	2.0
Electrical and Automation Engineer B.Sc. (Electrical/ Automation Eng.) or equivalent with more than 10 years' experience in works of similar nature construction projects. <u>Responsible for:</u>	Points for years of relevant experience - calculated post qualification: • 10 years and above = 2 • No CV or qualification and relevant experience = 0	2.0
Total points for criterion		10
Minimum points to be obtained for criterion		07

Sub Criteria for evaluation

- a) General Qualifications – 25%
b) Total Experience – 25%
c) Experience related to task – 50%

One person can cover more than one of above positions except Project Manager and Project Engineer. Each professional staff member shall obtain at least 80% for above sub-criteria. Detail CVs' of all the key personnel should be provided for evaluation.

The Selected Bidder has the right to replace proposed Personnel with persons having same or higher qualification & experience with in the contract period with prior approval from the Employer.

Details shall be entered in Form PER-1 & Form PER-2 Section 4 - Bidding Forms.

5) Availability of Essential equipment

Total points for criterion	-	10
Minimum points to be obtained	-	06

Proposals for the timely acquisition (own, lease, hire, etc.) of the following minimum required essential equipment as applicable shall be entered in Form EQU of Section 4 - Bidding Forms.

Excavators/JCBs – 2 nos, bar bending machines – 2 nos, bar cutting machines – 2 nos, concrete mixers – 2 nos, poker vibrators – 5 nos, plate compactors – 2 nos, scaffoldings, surveying equipment – 2 nos, concrete breakers and compressors – 2 nos, 25-ton mobile crane – 1 no, welding generators – 5 nos, grit/sand blasting equipment – 2 nos, painting equipment – 1 set, pipe cutting and beveling machines – 1 set, hydrostatic testing pump – 1 no, piling machines and desanders – 1 no (only if applicable as per Contractor's design).

The number of points to be assigned as follows;

- | | | |
|---|---|----|
| 1) Own all the required construction equipment | - | 10 |
| 2) Partly own required construction equipment
and commitment to hire the balance equipment | - | 06 |
| 3) No commitment for the required construction equipment | - | 00 |

3.4. Adjustment for Non-Material Nonconformities (ITB 33.3)

Provided that a Bid is determined to be substantially responsive, the Employer may rectify non-material nonconformities related to the Bid Price solely for the purpose of bid comparison, in accordance with ITB Clause 33.3.

Such adjustments may include the evaluation-only pricing of minor omitted or non-conforming items that are clearly required by the Procurement Document and do not constitute a material deviation.

Adjustments for evaluation purposes shall be determined using one or more of the following methods:

- corresponding rates provided elsewhere in the Bid; or
- the Employer's or Engineer's reasonable estimate based on recent comparable contracts, market data, or published cost information.

Any adjustment made under this clause shall:

- be applied for evaluation and comparison purposes only;
- not alter the Bid Price for contract award;
- not be payable to the Contractor; and
- not be used to correct material deviations or introduce new scope.

4. Qualification

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1.	Nationality	Nationality in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms BIS-1 and BIS-2 with attachments
1.2.	Conflict of Interest	No conflicts of interest in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	BID FORMS
1.3.	Eligibility	Not having been declared ineligible, as described in ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	BID FORMS
1.4.	Government Owned Entity	Meets conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms BIS-1 and BIS-2 with attachments
2. Historical Contract Non-Performance							
2.1.	History of Non Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st January 2020.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON-1, with attachments
2.2.	Suspension based on Execution of Bid Securing Declaration by	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid within Bid validity	Must meet requirement	Must meet requirement	Must meet requirement	N/A	BID FORMS

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
	the Employer or withdrawal of the Bid within Bid validity						
2.3.	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON-1, with attachments
2.4.	Litigation History	No consistent history of court/arbitral award decisions against the Bidder since 1st January 2020	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON-1, with attachments
2.5.	Declaration: Environmental and Social (ES) past performance	Declare any contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years.	Must make the declaration. Where there are Specialized Sub contractor/s, the Specialized Sub contractor/s must also	N/A	Each must make the declaration. Where there are Specialized Sub contractor/s, the Specialized Sub contractor/s must also	N/A	Form CON-2

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
			make the declaration.		make the declaration.		
3. Financial Situation and Performance							
3.1.	Average Annual Construction Turnover	i. Average annual Turnover in last five years (A) shall be at least US\$ 4.7 million: [US\$ A > US\$. 4.7 million]	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Must meet 40%, of the requirement	Form FIN-2, with attachments
3.2.	Financial Capabilities	ii. Last year revenue (R) shall be greater than greater than USD\$ 4.7 million: [US\$ R > US\$. 4.7 million]	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Must meet 40%, of the requirement	Form FIN-1, with attachments
		iii. Last year Current Assets to Current Liabilities ratio (CA/CL) shall be greater than 1.5 [CA/CL > 1.5]	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Must meet 40%, of the requirement	Form FIN-1, with attachments
		iv. Last year Debt to Equity ratio (D/E) shall be less than 50% [D/E < 50%]	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Must meet 40%, of the requirement	Form FIN-1, with attachments
		v. Working Capital (WC) shall be greater than greater than US\$. 2.0 million: [WC > US\$. 2.0 million]	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Must meet 40%, of the requirement	Form FIN-1, with attachments
		vi. The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Must meet 40%, of the requirement	Form FIN-3, with attachments

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		meet the construction cash flow requirements estimated as UD\$ 0.8 million or equivalent value in foreign currency for the subject contract(s) net of the Bidders other commitments					
		vii. The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN-1, Form CON-3 with attachments
		viii. The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last three years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN-1, with attachments
4. Design/Technical Proposal							
4.1.	Experience	Specific experience of the bidder or the composition of the Design Team related to the design of proposed Works	Must meet requirement	Must meet requirement	N/A	N/A	TECHNICAL BID FORMS
4.2.	Compliance	Overall compliance with the Employer's Requirements	Must meet requirement	Must meet requirement	N/A	N/A	TECHNICAL BID FORMS

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4.3.	Experience of the key Members of the Design Team	i. Design Manager B.Sc. (Eng.) or equivalent with more than 10 years experience in design of similar nature petroleum gantry development projects including not less than 3 years as a design engineer. <u>Responsible for:</u> overall design of the project	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2
		ii. Design Engineer (Mechanical) B.Sc. (Eng.) or equivalent with more than 5 years experience in design of similar nature petroleum gantry development projects including not less than 3 years as a design engineer. <u>Responsible for:</u> Mechanical Engineering Design of the project	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2
		iii. Design Engineer (Civil) B.Sc. (Eng.) or equivalent with more than 5 years experience in design of similar nature projects including not less than 3 years as a design engineer. <u>Responsible for:</u> Civil Engineering Design of the project	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2
		iv. Design Engineer (Automation) B.Sc. (Eng.) or equivalent with more than 5 years experience in design of similar nature petroleum	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		gantry development projects including not less than 3 years as a design engineer. <u>Responsible for:</u> Terminal Automation Design of the project					
4.4.	Work Plan	Work Plan / Method Statement and time schedules	Must meet requirement	Must meet requirement	N/A	N/A	TECHNICAL BID FORMS
4.5.	Approach	Preliminary Design approach	Must meet requirement	Must meet requirement	N/A	N/A	TECHNICAL BID FORMS
4.6.	Other improvements	Any other improvements to the Employer's Requirements, suggested by the Bidder	Must meet requirement	Must meet requirement	N/A	N/A	TECHNICAL BID FORMS
5. Experience							
5.1.	General Construction Experience	i. Similar nature and capacity construction projects completed / ongoing as EPCC Contractor within last 10 years The EPCC projects considered under this category shall be development of petroleum filling facilities/ terminals including design, construction of components such as buildings, pile foundations, road/ rail tanker filling gantries, pump houses, product piping as per API Standard 1104, Electrical Installation, design & installation of Programmable Logical Controllers and Industrial Automation etc. in a single project.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Form EXP-1, Form EXP-2(a), Form EXP-2(b), Form CON-3 with attachments

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		Minimum requirement - At-least two (02) similar nature and capacity EPCC projects completed within last 10 years.					
5.2.		ii. For the following specialized works, the Employer permits specialized sub-contractors as per ITB 17.2” <u>Terminal Automation System</u> The specialized sub-contractors proposed shall demonstrate experience in design, supply, installation and implementation of Terminal Automation System in petroleum filling gantries (completed or ongoing). At-least two (02) similar nature and capacity projects completed within last 10 years. Engagement of specialized subcontractors for Terminal Automation System shall not relieve the Bidder of its overall responsibility under the Contract.	Must meet requirement (Requirement can be met through a Specialized Sub contractor)	Must meet requirement	N/A	Requirement can be met through a Specialized Sub contractor	Form EXP-1, Form EXP-2(a), Form EXP-2(b), Form CON-3, Form SC-1 with attachments
6. Qualification & Experience of Key Personnel							
6.1.	Managerial	Project Manager Chartered Engineer with minimum 12 years experience as a Project Manager in similar nature EPCC projects in petroleum industry with PMI or equivalent certification. <u>Responsible for:</u>	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		- overall management of the project - being the point of contact - being the central point of coordination - interfacing with the Employer during all phases of the contract					
6.2.	Technical	Design Engineer B.Sc. (Eng.) or equivalent with more than 10 years experience in design of similar nature petroleum gantry development projects including not less than 3 years as a design engineer. <u>Responsible for:</u> overall design of the project	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2
6.3.		Project Engineer B.Sc. (Mechanical Eng.) or equivalent with more than 10 years experience in works of similar nature EPCC projects including not less than 3 years as a project engineer. <u>Responsible for:</u> overall construction of the project	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2
6.4.		Civil Engineer B.Sc. (Civil Eng.) or equivalent with more than 10 years experience in works of similar nature construction projects. <u>Responsible for:</u> civil constructions of the project	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
6.5.		Electrical and Automation Engineer B.Sc. (Electrical/ Automation Eng.) or equivalent with more than 10 years experience in works of similar nature construction projects. <u>Responsible for:</u> electrical, Instrumentation and automation system of the project	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2
7. Availability of Essential equipment							
7.1.		Proposals for the timely acquisition (own, lease, hire, etc.) of the following minimum required essential equipment. Excavators/JCBs – 2 nos, bar bending machines – 2 nos, bar cutting machines – 2 nos, concrete mixers – 2 nos, poker vibrators – 5 nos, plate compactors – 2 nos, scaffoldings, surveying equipment – 2 nos, concrete breakers and compressors – 2 nos, 25-ton mobile crane – 1 no, welding generators – 5 nos, grit/sand blasting equipment – 2 nos, painting equipment – 1 set, pipe cutting and beveling machines – 1 set, hydrostatic testing pump – 1 no, piling machines and desanders – 1 no (only if applicable as per Contractor's design).	Must meet requirement	Must meet requirement	N/A	N/A	Form EQU

Notes**1. Non-Performance**

Non-performance includes all contracts where:

- a. Non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract; and
- b. Non-performance was challenged but fully resolved against the contractor.

Non-performance does not include contracts where the Employer's decision was overruled by the dispute resolution mechanism. Non-performance shall be based on fully settled disputes or litigation, i.e., disputes or litigation resolved according to the respective contract's dispute resolution mechanism and where all appeal instances available to the Bidder have been exhausted. This requirement also applies to contracts executed by the Bidder as a member of a Joint Venture (JV).

2. Litigation and Arbitration

The Bidder shall provide accurate information in the Bid Forms and relevant forms in Section 4 - Bidding Forms regarding any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court or arbitral awards against the Bidder, or any member of a JV, may result in disqualification. The Employer may seek further information or clarification during due diligence.

3. Similarity of Previous Experience

The similarity of previous experience shall be based on the physical size, complexity, methods/technology, and/or other characteristics described in Section 6 – Employer's Requirements. Aggregation of multiple small-value contracts (below the minimum value specified) to meet the overall requirement will not be accepted.

To comply with this requirement, cited works should be at least 70% completed. For contracts in which the Bidder participated as a JV member or sub-contractor, only the Bidder's share by value shall be considered. For a JV, the value of contracts completed by individual members will not be aggregated to determine whether the minimum value of a single contract has been met. However, the number of contracts meeting the minimum value completed by all members may be aggregated to determine the total number of qualifying contracts.

4. Specialized Subcontractors

Only the technical experience of specialized terminal automation subcontractors shall be considered for meeting the terminal automation experience requirement. The financial capacity and general experience of such subcontractors shall not be added to those of the Bidder. Engagement of specialized subcontractors for terminal automation works shall not relieve the Bidder of its overall responsibility under the Contract.

Section 4 - Bidding Forms

Note to Bidders:

All forms included in this Section shall be completed and submitted strictly in accordance with ITB Clause 11 and the Bid Data Sheet (BDS).

Forms designated for the Technical Bid shall be submitted in the **Technical Bid envelope only**.

Forms designated for the Price Bid shall be submitted in the **Price Bid envelope only**.

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BID FORMS

Letter of Technical Bid

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Technical Bid in the "TECHNICAL BID" envelope.

The Bidder must prepare the Letter of Technical Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

Request for Bid No.: KPR/20/2026

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: **Chairman
Ceylon Petroleum Storage Terminals Limited (CPSTL)
Oil Installation
Kolonnawa
Wellampitiya
Sri Lanka**

Dear Sir or Madam:

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Bid, and
- (b) The Financial Bid.

Having examined the Procurement Documents, including any Addenda issued in accordance **with ITB 8**, we, the undersigned, offer to execute the Works on EPCC basis to _____, in full conformity with the said Procurement Documents, and any Addenda.

We undertake, if our Bid is accepted, to commence the Works and achieve Completion within the respective times stated in the Procurement Documents.

We hereby certify that we, including any subcontractors or manufacturers for any part of the contract, meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

State-owned enterprise or institution: *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.5];*

Potential DAAB Members: We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

Name	Address
1.	
2.	
3.	

We agree to abide by this Bid, which, in accordance with **ITB 11** and **ITB 12**, consists of this Letter of Technical Bid and enclosures, until **14.01.2027**, and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder:
****** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

Contact Details of the person duly authorized to sign the Bid on behalf of the Bidder:*[insert contact details for the use of Notification of Intention to Award]*

Telephone Number: _____

Email Address: _____

Postal Address: _____

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bidding Schedules.

ENCLOSURE(S):

Letter of Price Bid

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Price Bid in the "PRICE BID" envelope.

The Bidder must prepare the Letter of Price Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

Request for Bid No.: KPR/20/2026

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: **Chairman
Ceylon Petroleum Storage Terminals Limited (CPSTL)
Oil Installation
Kolonnawa
Wellampitiya
Sri Lanka**

Dear Sir or Madam:

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Bid.

Having examined the Procurement Documents, the Addenda issued in accordance with **ITB 8**, we, the undersigned, offer to execute the Works on EPCC basis to _____, in full conformity with the said Procurement Documents, and any Addenda for the Bid Price, excluding any discounts offered as follows:

Bid Price: *[insert the bid price of in words and figures, indicating the various amounts and the respective currencies];*

The discounts offered and the methodology for their application is:

(i) The discounts offered are: *[Specify in detail each discount offered]*

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

If our Bid is accepted, we undertake to provide an advance payment security, and a Performance Security in the forms, in the amounts, and within the times specified in the Procurement Documents.

We agree to abide by this Bid, which, in accordance with **ITP 11** and **ITP 12**, consists of this Letter of Price Bid and the enclosures listed below, until **14.01.2027**, and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder:
****** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

Contact Details of the person duly authorized to sign the Bid on behalf of the Bidder:
[insert contact details for the use of Notification of Intention to Award]

Telephone Number: _____

Email Address: _____

Postal Address: _____

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bidding Schedules.

ENCLOSURE(S):

TECHNICAL BID FORMS

Design Proposal

The Bidder shall submit a Design Proposal which addresses, at a minimum, the following:

- (a) Organizational arrangements for design, including team structure, roles and responsibilities, interface arrangements, design review and approval procedures, and quality assurance measures.*
- (b) Proposed design deliverables, including all necessary civil, structural, mechanical, piping, electrical, instrumentation, fire protection, and safety systems for the Phase 1 Gasoline Filling Facilities.*
- (c) Design statement explaining how the Employer's Requirements will be achieved, including compliance with NFPA, API, IEC, and Sri Lankan codes and standards.*
- (d) Added value and innovation, including examples of innovative or efficiency-enhancing aspects of the design.*
- (e) Comments on Employer's Requirements, including:*
 - i. status of available information and design considerations for the Works;*
 - ii. identification of any errors, ambiguities, or missing information in the Employer's Requirements;*
 - iii. any exceptions or departures from the conceptual design required to meet the Employer's Requirements.*
- (f) Sustainable Design and Construction: demonstrate consideration of sustainability aspects, including energy efficiency, material reduction, reduction of construction waste, and sourcing of materials.*
- (g) Strategy for baseline Environmental and Social (ES) data collection to support informed design development, including impacts on ongoing road and rail tanker operations at Kolonnawa.*
- (h) Incorporation of ES requirements and any proposal to enhance environmental and social outcomes during all design stages, and identification of implications for construction and operation phases.*
- (i) Risk management, stakeholder engagement, consultation, and permitting strategy, including coordination with CPSTL operations, statutory approvals, and other authorities.*
- (j) Value Engineering / Value Management arrangements, including evaluation of alternatives that optimize safety, cost, operational efficiency, and ES outcomes.*
- (k) Software systems intended for planning, design, records, and reporting, including project scheduling, design modelling, and document control.*
- (l) Other relevant information deemed necessary to demonstrate the Bidder's capability and approach to executing the Works in full compliance with the Employer's Requirements.*

Work Plan and Method Statement for Key Construction Activities

The Bidder shall provide detailed Method Statements for key construction activities, addressing risks and execution methodology. Each Method Statement shall describe:

- *Proposed work approach and sequence;*
- *Staffing levels and experience;*
- *Safe systems of work including HSSE measures;*
- *Equipment, machinery, and materials to be employed;*
- *Management of ongoing operations at Kolonnawa, including road and rail tanker movements;*
- *Temporary works and site facilities, including fire barriers, scaffolding, site offices, laydown areas, utilities, traffic/yard segregation, and other temporary structures;*
- *Demolition, removal, or relocation activities required for construction;*
- *Procurement and handling of materials, long-lead equipment, and temporary storage arrangements.*

Method Statements shall cover at minimum:

1. *Site Preparation, Temporary Facilities, and Civil Works – yard improvements, access roads, boundary walls, drainage, gantry foundations (including piling if required), and demolition/removal of existing structures.*
2. *Road Tanker Loading Gantry Construction – gantry shed, platforms, stairs, loading bays, piping, and temporary works.*
3. *Rail Tanker Loading Gantry Construction – gantry shed, loading bays, piping, and temporary works.*
4. *Installation of Delivery Piping – including valves, flow meters, grounding devices, and temporary supports.*
5. *Pump Control and Electrical Systems – integration with existing pumps, PLC systems, LV/ELV installations, UPS, and gantry illumination.*
6. *Fire Protection and Safety Systems – fire alarm, foam sprinklers, and temporary fire protection during construction.*
7. *Tie-ins / Integration Works – connections to existing systems, terminal automation, and coordination with ongoing operations.*
8. *Testing, Pre-Commissioning, and Commissioning – operational readiness and safety verification.*

All Method Statements shall demonstrate compliance with the Employer's Requirements, Sri Lankan regulations, NFPA, API, IEC codes, and international best practices.

Mobilization Schedule

[insert Mobilization Schedule]

DUPLICATE

Sustainable Procurement Proposal

In addition to submitting the required Environmental and Social (ES) Management Strategies and Implementation Plans, the Bidder shall provide a Sustainable Procurement Proposal demonstrating how it will meet, and where possible exceed, the sustainable procurement requirements specified in Section 6 – Employer’s Requirements.

The Proposal shall include, as a minimum:

- Selection of materials, equipment, and services with low environmental impact, including energy-efficient or recyclable options.*
- Measures to minimize construction waste, optimize material usage, and reduce transportation-related emissions.*
- Plans for responsible sourcing, including verification of suppliers, adherence to environmental and social standards, and local procurement where feasible.*
- Any added value measures to exceed the Employer’s sustainability expectations, including innovative approaches to efficiency, safety, or environmental performance.*

The Sustainable Procurement Proposal shall be integrated with the overall Design and Construction approach, and demonstrate compliance with Employer’s Requirements, Sri Lankan regulations, and relevant international standards (e.g., ISO 14001, NFPA, API, IEC).

Construction and/or Erection Management Strategy

The Bidder shall submit a Construction and/or Erection Management Strategy which addresses, at a minimum, the following:

- a) Organizational arrangements for construction and erection management, including team structure, roles and responsibilities, interface arrangements, approval procedures, and quality assurance measures;*
- b) Subcontractor selection and management for all elements of the Works, including Phase 1 Gasoline Filling Facilities;*
- c) Training proposals for all personnel attending the site, including induction on HSSE and ongoing operations at Kolonnawa Installation;*
- d) Stakeholder engagement including coordination with CPSTL operations, road and rail tanker movements, and third-party users;*
- e) Obtaining and managing permits, approvals, and consents, including site access and work during restricted hours;*
- f) Site setup proposals, including temporary site offices, access, accommodation, welfare facilities, storage for plant and materials, and temporary works such as fire barriers and safety segregation;*
- g) Construction phasing proposals, including sequence of work, coordination with ongoing operations, and management of conflicting activities;*
- h) Erection strategy, covering sequence of installation, safety considerations, tie-ins to existing systems, pre-commissioning testing, and conflict management;*
- i) Ensuring geotechnical and advance works comply with ES requirements;*
- j) Risk management approach for geotechnical, subsurface, and operational interface aspects;*
- k) Quality management system, including a draft Quality Management Plan;*
- l) Sustainability measures, demonstrating commitment to sustainable construction practices, energy efficiency, reduction of waste, material optimization, and responsible sourcing;*
- m) Preparation, approval, and implementation of Contractor's Environmental and Social (ES) Management Plan;*
- n) Preparation, approval, and implementation of Occupational and Community Health and Safety Management Plan;*
- o) Grievance redress mechanisms for workforce and affected communities;*
- p) Testing arrangements upon completion of construction and tie-in works;*
- q) Site handover arrangements, including submission of as-built drawings, operation and maintenance manuals, and other relevant documentation; and*
- r) Any other information the Bidder considers relevant for safe, efficient, and compliant execution of the Works.*

Code of Conduct for Contractor's Personnel (ES) Form

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its Bid.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Contractor's Personnel" and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of Sexual Harassment, which means unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behaviour that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact *[enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters]* in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *[enter name of Contractor's contact person(s) with relevant experience]* requesting an explanation.

Name of Contractor's Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviours constituting Sexual Exploitation and Abuse (SEA) and behaviours constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA)
AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviours.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favour.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Work Program

The Bidder shall submit a detailed Work Program for the design, procurement, construction, testing, commissioning, and handover of the Works. The Work Program shall be prepared in accordance with the Employer's Requirements and shall identify major milestones, interfaces with ongoing terminal operations, and the critical path.

The Work Program shall include, as a minimum:

- (a) Design activities, including preparation, submission, review, and Employer's no-objection of all required design deliverables;*
- (b) Pre-construction activities, including mobilization, site preparation works, establishment of temporary site facilities, access arrangements, and procurement of long-lead items;*
- (c) Execution of the Works within the Time for Completion, clearly identifying construction sequencing, key interfaces, and constraints arising from ongoing CPSTL operations, including road and rail tanker movements within the Kolonnawa Installation;*
- (d) Testing, pre-commissioning, commissioning, and handover of the completed Works, including coordination with the Employer's operational requirements;*
- (e) Submission and Employer's no-objection to the Contractor's Method Statements and Implementation Plans (MSIPs), which collectively form the Contractor's Environmental and Social Management Plan (C-ESMP), in accordance with the Particular Conditions – Part B – Sub-Clause 4.1;*
- (f) Establishment of the Dispute Avoidance and Adjudication Board (DAAB) in accordance with the Contract;*
- (g) Key milestones including, but not limited to, Project Kick-Off, Completion of Engineering, Completion of Procurement, Completion of Construction, and Completion of Commissioning; and*
- (h) Any other activities or milestones necessary to demonstrate timely and safe completion of the Works in compliance with the Contract.*

Contract Personnel Organization Chart

The Bidder shall provide an organization chart illustrating the proposed management structure and reporting lines for delivery of the Contract. The organization chart shall include the names of all Key Personnel. A separate site organization chart shall clarify the site organization, reporting lines at site, and shall include names of key personnel at site.

DUPLICATE

Risk assessment and Proposed Management Plan

The Bidder shall submit a Risk Register identifying the key risks and hazards anticipated during the design, procurement, construction, testing, and commissioning of the Works.

For each significant risk, particularly those ranked as high or medium impact, the Risk Register shall include, as a minimum:

- (a) description of the risk or hazard;*
- (b) assessment of potential impacts on health and safety, environment, cost, time/programme, quality, and operations; and*
- (c) proposed mitigation, control, and monitoring measures, including allocation of responsibility.*

The Risk Register shall demonstrate that the Bidder has considered the specific conditions of the Project, including execution within an operational petroleum terminal environment, interface with ongoing operations, and compliance with applicable laws and Employer's Requirements.

Supply Chain Risks:

Where risks related to procurement, logistics, importation, availability of materials or equipment, or subcontractor performance are identified, the Bidder shall include a Supply Chain Risk Management Plan outlining proposed preventive and contingency measures.

The Risk Register shall be a living document, to be reviewed and updated throughout the execution of the Works in accordance with the Contract.

Form EQU - Contractor's Equipment

The Bidder shall provide details of the availability and assured access to the essential equipment required for the proper and timely execution of the Works in accordance with the Employer's Requirements and the proposed Work Programme.

The information provided in this Form shall demonstrate the Bidder's capacity, readiness, and reliability to mobilize and operate the required equipment within the Contract Time.

A separate Form shall be prepared for each item of equipment proposed:

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

*supporting documentary evidence, where applicable, such as ownership documents, lease agreements, hire contracts, or letters of intent.

Where equipment is proposed to be leased or hired, the Bidder shall provide firm and verifiable commitments confirming availability for the duration and timing required under the Contract.

Equipment proposed under this Form shall be suitable for use within an operational petroleum terminal environment, including compliance with applicable safety, environmental, and regulatory requirements at CPSTL Kolonnawa Installation.

Submission of this Form shall not limit the Contractor's responsibility to provide all additional equipment, plant, tools, or resources necessary to complete the Works in accordance with the Contract, whether or not such equipment is listed herein.

DUPLICATE

PERSONNEL

Form PER -1 - Key Personnel qualifications and resource schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate. Bidders should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- The name and role for each Key Personnel position
- The duration of each Key Personnel appointment
- The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.

Managerial		
1.	Title of position: Project Manager	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
Technical		
2.	Title of position: Design Engineer	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: Project Engineer	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>

	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: Civil Engineer	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: Electrical and Automation Engineer	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position: Design Manager	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
7.	Title of position: Design Engineer (Mechanical)	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
8.	Title of position: Design Engineer (Civil)	
	Name of candidate:	

	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
9.	Title of position: Design Engineer (Automation)	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Form PER-2 - Resume and Declaration

Name of Bidder:		
Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
Qualifications	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Key Personnel: *[insert name]* _____

Signature: _____

Date: (day/ month/ year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

SUBCONTRACTORS

Form SC-1 - Proposed Subcontractors

The Bidder shall list below the proposed Subcontractor(s) and/or manufacturer(s) intended to be engaged for the specific activity or sub-activity indicated.

Except where expressly permitted in the Contract, subcontracting of the Works is restricted. Subcontracting shall be permitted only for the Terminal Automation System, subject to compliance with the Contract and prior approval of the Employer.

For the permitted scope, the Bidder may propose one or more alternative Subcontractors for the relevant activity or sub-activity. Any proposed Subcontractor shall be suitably qualified, experienced, and compliant with the Employer's Requirements.

Engagement of any Subcontractor shall not relieve the Contractor of its full responsibility for the execution, performance, quality, safety, and completion of the Works in accordance with the Contract.

Parts of the Works for which subcontracting is not permitted are specified in the Particular Conditions – Part A (Contract Data), Sub-Clause 4.4(b).

Activity/Sub-Activity	Proposed Subcontractor's name and address	Nationality

BIDDER'S QUALIFICATION

Form BIS-1 - Bidder Information Sheet

Date: _____

Bid No.: KPR/20/2026

Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.2 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.5, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

Form BIS-2 - Party to JV Information Sheet

Date: _____

Bid No.: KPR/20/2026

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1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.2. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.5. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.

Form CON-1 - Historical Contract Non-Performance, Pending Litigation and Litigation History

[The following table shall be filled in for the Bidder and for JVs, each member of the Joint Venture]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member's Name: *[insert full name]*

Bid No. and title: **KPR/20/2026 - ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION**

Page *[insert page number]* of *[insert total number]* pages

Non-Performed Contracts in accordance with Section 3, Evaluation and Qualification Criteria of the Procurement Document			
☐ Contract non-performance did not occur since 1 st January 2020 ☐ Contract(s) not performed since 1 st January 2020			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section 3, Evaluation and Qualification Criteria of the Procurement Document			
☐ No pending litigation ☐ Pending litigation			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section 3, Evaluation and Qualification Criteria of the Procurement Document			
☐ No Litigation History ☐ Litigation History			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Reason(s) for Litigation and award decision [indicate main reason(s)]	[insert amount]

Form CON-2 - Environmental and Social Performance Declaration

[The following table shall be filled in for the Bidder and for JVs, each member of the Joint Venture and each Specialized Subcontractor]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

Bid No. and title: KPR/20/2026 - ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION

Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration in accordance with Section 3, Evaluation and Qualification Criteria, and Requirements of Procurement Document			
☐ No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section 3, Qualification Criteria, and Requirements.			
☐ Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section 3, Qualification Criteria, and Requirements. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>

<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>		<i>[insert amount]</i>

Form CON-3 - Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

Bid No. and title: KPR/20/2026 - ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION

Page *[insert page number]* of *[insert total number]* pages

Name of contract and Bidder's role (EPC / EPCC / JV partner)	Employer, contact address/tel/fax	Contract value and Value of outstanding work (current USD equivalent)	Estimated completion date	Average monthly invoicing over last six months (USD/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form EXP-1 - General Construction Experience

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's Name: *[insert full name]*

Bid No. and title: KPR/20/2026 - ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION

Page *[insert page number]* of *[insert total number]* pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		- Contract name: _____ - Brief Description of the Works performed by the Bidder: _____ - Amount of contract: _____ - Name of Employer: _____ - Address: _____	
		- Contract name: _____ - Brief Description of the Works performed by the Bidder: _____ - Amount of contract: _____ - Name of Employer: _____ - Address: _____	
		- Contract name: _____ - Brief Description of the Works performed by the Bidder: _____ - Amount of contract: _____ - Name of Employer: _____ - Address: _____	

Form EXP-2(a) - Specific Construction and Contract Management Experience

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's Name: *[insert full name]*

Bid No. and title: KPR/20/2026 - ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION

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Similar Contract No.	Information			
Contract Name and Identification number				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub contractor ☐
Total Contract Amount			US\$	
If member in a JV or sub contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number:				
E-mail:				

Form EXP-4.2(a) (cont.) - Specific Construction and Contract Management Experience (cont.)

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

Bid No. and title: KPR/20/2026 - ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION

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Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 3.3 of Section 3:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP-2(b) - Construction Experience in Key Activities

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Bidder's Joint Venture Member's Name: *[insert full name]*

Sub-contractor's Name (as per ITB 34.2 and 34.3): *[insert full name]*

Bid No. and title: KPR/20/2026 - ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION

Page *[insert page number]* of *[insert total number]* pages

All Sub-contractors for key activities must complete the information in this form as per ITB 35.4 and Section 3 - Evaluation and Qualification Criteria, Sub-Factor 3.3.

1. Key Activity 1: _____

Similar Contract No.	Information			
Contract Name and Identification number				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub contractor ☐
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 2022				
Year 2023				
Year 2024				
Year 2025				
	Information			
Employer's Name:				

Address:	
Telephone/fax number:	
E-mail:	

2. Key Activity 2: _____

3. Key Activity 3: _____

4. Key Activity: _____

	Information
Description of the key activities in accordance with Sub-Factor 3.3 of Section 3:	

Form FIN-1 - Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member Name _____

Bid No. and title: KPR/20/2026 - ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION

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1. Financial Data

Type of Financial information in (currency)	Historic information for previous 5years, (amount in currency_____, USD equivalent)				
	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity (TE)					
Total Debt (TD)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for last five (5) years pursuant Section 3, Evaluation and Qualifications Criteria, Sub-factor 3.3.

The financial statements shall:

- a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - b) be independently audited or certified in accordance with local legislation.
 - c) be complete, including all notes to the financial statements.
 - d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements for the last five (5) years (2020/2021, 2021/2022, 2022/2023, 2023/2024 and 2024/2025) as required above; and complying with the requirements.

Form FIN-2 - Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

JV Member Name _____

Bid No. and Title: KPR/20/2026 - ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION

Page _____ of _____ pages

Year	Amount Currency.....	Exchange rate	USD equivalent
2020/2021	[insert amount and indicate currency]		
2021/2022			
2022/2023			
2023/2024			
2024/2025			
Average Annual Construction Turnover *			

* See Section 3, Evaluation and Qualification Criteria, Sub-Factor 3.3.

Form FIN-3 - Financial Resources / Sources of Finance

Specify proposed sources of financing, such as liquid assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3, Evaluation and Qualification Criteria

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Others

Commercial or contractual aspects of the Procurement Document that the Bidder would like to discuss with the Employer during clarifications.

DUPLICATE

DECLARATIONS

Form BD – Bidder's Declaration

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Bid No. and title: KPR/20/2026 - ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION

To: **Chairman**

Ceylon Petroleum Storage Terminals Limited (CPSTL)
Oil Installation
Kolonnawa
Wellampitiya
Sri Lanka

Dear Sir or Madam:

We, the undersigned Bidder, hereby declares and confirms the following in connection with the submission of this Bid for the ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION

Compliance with Employer's Requirements

The Bidder confirms that it has carefully examined the Employer's Requirements, including the technical specifications, drawings, and contract documents, and undertakes to fully comply with all requirements, including the design, construction, commissioning, and handover of the Works.

Country-of-Origin

All equipment, materials, systems, and components proposed for the Works shall originate only from the countries specifically listed in the Employer's Requirements. The Bidder confirms that no items from other countries are included, either directly or indirectly.

BOQ / Lump Sum Price Breakdown

The prices submitted in the Breakdown of Fixed Lump Sum Price and Summary and any attached BOQ fully reflect all costs, obligations, taxes, duties, levies, and statutory contributions applicable in Sri Lanka. The Lump Sum Price includes all costs required to complete the Works in accordance with the Contract, including coordination with ongoing operations at the Kolonnawa Installation.

Security and Operational Awareness

The Bidder confirms that all personnel proposed for the Works have been briefed on the high-security nature of the Kolonnawa Installation, and that the Bidder accepts all operational restrictions and requirements for safe execution of the Works within a live installation. All personnel shall obtain the necessary gate passes and comply with CPSTL security procedures. The Bidder shall be responsible for any incidents or damages arising from its personnel, equipment, or operations.

Subcontracting

All proposed subcontractors and/or manufacturers listed in the Bid shall perform only the activities indicated. The Bidder understands and agrees that any additional subcontractors require prior approval by the Employer in accordance with ITB/Contract provisions.

Environmental, Health, Safety, and Social Compliance

The Bidder confirms that the proposed Works shall be executed in accordance with applicable laws and regulations in Sri Lanka and the Employer's requirements for environmental, health, safety, and social management. All personnel shall be trained and follow required procedures, including those related to occupational health, fire prevention, traffic management, and site safety.

Contractual Acceptance

The Bidder confirms that it has examined all contract conditions, milestone payment provisions, and other contractual obligations, and undertakes to perform the Works in strict compliance with the Contract, including all terms for milestone payments, rates for changes in the Work, and time for completion.

Accuracy of Information

The Bidder confirms that all information, statements, and representations provided in this Bid, including technical and price bids, BOQ, schedules, and supporting documents, are true, complete, and accurate.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder:
****** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bidding Schedules.

Form NCA – NON-COLLUSION AFFIDAVIT

ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF
DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION
KPR/20/2026

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

- a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;
- b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No. KPR/20/2026);
- c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....
Signature of the Declarant

(Official Seal & Full Address)

Form COO – Country of Origin Declaration

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Bid No. and title: KPR/20/2026 - ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF DEVELOPMENT OF FILLING FACILITIES AT ZONE 07, KOLONNAWA INSTALLATION

To: **Chairman**

Ceylon Petroleum Storage Terminals Limited (CPSTL)
Oil Installation
Kolonnawa
Wellampitiya
Sri Lanka

Dear Sir or Madam:

The Bidder hereby declares the Country of Origin of the major equipment, materials, systems, and permanent plant proposed for incorporation into the Works under this Contract.

Country of Origin Details

Item No.	Description of Equipment / Material / System	Manufacturer	Country of Origin
1			
2			
3			
4			
5			

Compliance with Employer's Country-of-Origin Requirement

The Bidder hereby confirms that all equipment, materials, systems, and permanent plant proposed for incorporation into the Works strictly comply with the Country-of-Origin requirements, exclusions, and eligibility requirements specified in the Employer's Requirements.

The Bidder further confirms that:

- All equipment, materials, systems, manufacturers, and sources proposed for incorporation into the Works originate exclusively from the countries specified in the Employer's Requirements.; and
- Any future substitution of equipment, materials, or systems shall continue to comply with the Employer's Requirements and shall be subject to the prior written approval of the Employer.

The Bidder acknowledges that any misrepresentation, omission, or non-compliance with the Country-of-Origin requirements stated in the Employer's Requirements shall constitute a material non-conformity and may result in rejection of the Bid or termination of the Contract, as applicable, in accordance with the Conditions of Contract.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder:
****** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

***:** In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

****:** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bidding Schedules.

Form POA 1 – Power of Attorney 1

(For Authentication of Bid Signatory)

KNOW ALL MEN BY THESE PRESENTS

I, _____ [Full Name of the person holding signing power by the Company Resolution], of _____ [Company Name & Official Address], holding NIC / Passport No.: _____, serving as _____ [Designation] of _____ [Company Name], do hereby appoint _____ [Full Name of Authorized Person], residing at _____ [Address], holding NIC / Passport No.: _____, as my **true and lawful attorney** (hereinafter referred to as the “Attorney”), to act for and on my behalf in connection with the submission of a Bid by _____ [Company Name] for _____ [Name of Contract] under Invitation for Bids No. _____ [IFB Number], conducted by **Ceylon Petroleum Storage Terminals Limited (CPSTL)**. The Attorney is hereby authorized to:

1. Sign, submit, and authenticate the Bid and all related documents, including but not limited to declarations, forms, correspondences, and agreements required for the Procurement.
2. Perform all acts necessary and incidental to the submission of the Bid and to represent the Company in all matters arising out of the Bid process.

This Power of Attorney is given pursuant to the Resolution of the Board of Directors of _____ [Company Name] dated _____ [Date], a copy of which is attached hereto.

IN WITNESS WHEREOF, I have set my hand and seal to this Power of Attorney on this _____ [Day] of _____ [Month], _____ [Year].

PRINCIPAL:

Name: _____

NIC / Passport No.: _____

Designation: _____ [Company Name and Seal]

Signature: _____

ATTORNEY / AUTHORIZED PERSON:

Name: _____

NIC / Passport No.: _____

Designation: _____ [Company Name and Seal]

Signature: _____

Witnesses:

1. Name: _____ Signature: _____ Address: _____
2. Name: _____ Signature: _____ Address: _____

Notary Acknowledgment:

Signed, sealed, and delivered by _____ [Full Name of the person holding signing power by the Company Resolution] in the presence of a Notary Public:

Notary Public: _____

Reg. No.: _____

Date: _____

Form POA 2 – Power of Attorney 2

(For Authentication of Bid Signatory – Joint Venture)

KNOW ALL MEN BY THESE PRESENTS

We, the undersigned, being the partners of the Joint Venture known as _____ [JV Name], formed in accordance with a Joint Venture Agreement dated _____ [insert date] and having our principal offices at _____ [JV Address] (hereinafter referred to as the “JV”), do hereby appoint _____ [Full Name of Partner-in-Charge / Authorized Person], residing at _____ [Address], holding NIC / Passport No.: _____ [Number], as our true and lawful attorney (hereinafter referred to as the “Attorney”), to act for and on behalf of the JV in connection with the submission of a Bid by the JV for _____ [Name of Contract] under Invitation for Bids No. _____ [insert IFB number] conducted by Ceylon Petroleum Storage Terminals Limited (CPSTL).

The Attorney is hereby authorized to:

1. Sign, submit, and authenticate the Bid and all related documents, including but not limited to declarations, forms, correspondences, and agreements required for the Procurement.
2. Perform all acts necessary and incidental to the submission of the Bid and to represent the JV in all matters arising out of the Bid process.
3. Optionally sub-delegate authority, if necessary, in accordance with the provisions of the JV Agreement.

This Power of Attorney is granted pursuant to the Joint Venture Agreement, wherein the undersigned partners have nominated [Name of Partner-in-Charge / Authorized Person] as the Partner-in-Charge authorized to act and sign on behalf of the JV. A copy of the relevant resolution of the JV partners confirming this nomination is attached hereto.

IN WITNESS WHEREOF, the undersigned partners of the JV have executed this Power of Attorney on this _____ [Day] of _____ [Month], _____ [Year].

PARTNERS OF THE JOINT VENTURE:

Name of Partner	Authorized Signatory	Designation	Signature	Company Seal

(Add more rows if needed for all JV partners)

ATTORNEY / PARTNER-IN-CHARGE:

Name: _____

NIC / Passport No.: _____

Address: _____

Designation: Partner-in-Charge, [JV Name]

Signature: _____

Witnesses:

1. Name: _____ Signature: _____ Address: _____

2. Name: _____ Signature: _____ Address: _____

Notary Acknowledgement:

Signed, sealed, and delivered by the undersigned partners of [JV Name] in the presence of a Notary Public:

Notary Public: _____

Reg. No.: _____

Date: _____

PRICE SCHEDULES

Indicative Bill of Quantities (BOQ)

(For Price Breakdown and Variation Valuation Purposes Only)

Note to Bidders

1. The Bill of Quantities (BOQ) is provided solely for the purpose of price breakdown, evaluation, and reference for valuation of Variations, if any, in accordance with Conditions of Contract.
2. The BOQ shall not be used for measurement, re-measurement, or valuation of interim payments.
3. The Contract Price is a Fixed Lump Sum, and interim payments shall be made strictly in accordance with the Milestone Payment Schedule.
4. Quantities shown in the BOQ are indicative only. The Bidder shall be deemed to have allowed for all quantities, risks, and obligations necessary for the proper execution, completion, and commissioning of the Works.
5. In the event of any discrepancy, the Lump Sum Price and the Conditions of Contract shall prevail over the BOQ.
6. Bidders may include additional items or further breakdowns, where considered necessary, provided that the minimum structure given below is maintained.
7. Rates and prices inserted in the Indicative BOQ shall be deemed to include all costs, risks, obligations, overheads, profit, and applicable taxes including Social Security Contribution Levy (SSCL), duties, levies, and charges in accordance with the Contract, except for Value Added Tax (VAT), which shall be treated as specified elsewhere in the Procurement Documents.

Section A – Preliminaries and General Items

Item No.	Description	Unit	Qty (Indicative)	Rate (LKR)	Amount (LKR)	Rate (USD)	Amount (USD)
	Sub Total Carried to Summary						

Section B – Design and Engineering

Item No.	Description	Unit	Qty (Indicative)	Rate (LKR)	Amount (LKR)	Rate (USD)	Amount (USD)
	Sub Total Carried to Summary						

Section C – Procurement

Item No.	Description	Unit	Qty (Indicative)	Rate (LKR)	Amount (LKR)	Rate (USD)	Amount (USD)
	Sub Total Carried to Summary						

Section D – Construction / Erection Works

Item No.	Description	Unit	Qty (Indicative)	Rate (LKR)	Amount (LKR)	Rate (USD)	Amount (USD)
	Sub Total Carried to Summary						

Section E – Testing, Commissioning and Handover

Item No.	Description	Unit	Qty (Indicative)	Rate (LKR)	Amount (LKR)	Rate (USD)	Amount (USD)
	Sub Total Carried to Summary						

BOQ Summary

Section	Description	Amount (LKR)	Amount (USD)
A	PRELIMINARIES AND GENERAL ITEMS		
B	DESIGN AND ENGINEERING		
C	PROCUREMENT		
D	CONSTRUCTION / INSTALLATION WORKS		
E	TESTING, COMMISSIONING AND HANDOVER		
	Other (if any)		
F	.....		
G	.....		
H	.....		
	Sub Total I (Should be equal to the figure carried to the Letter of Price Bid)		
	Less: Discounts (if any) (Should be equal to the figure carried to the Letter of Price Bid)		
	Total (Should be equal to the Contract Price (Lump Sum))		

Schedules No. 1 - Breakdown of Fixed Lump Sum Price and Summary

Note to Bidders

Bidders are required to submit the Breakdown of the Fixed Lump Sum Price and Summary in a clear, logical, and auditable format, demonstrating how the Contract Price has been derived.

The price breakdown shall be presented separately for each main activity, with detailed sub-activities and corresponding cost breakdowns under each activity. Bidders may introduce additional activities and sub-activities as necessary to reflect their proposed methodology and execution strategy. However, as a minimum requirement, the submission shall include separate and identifiable breakdowns for the following principal activities:

- *Activity 1: Preliminaries and General Items*
- *Activity 2: Design and Engineering*
- *Activity 3: Procurement*
- *Activity 4: Construction / Erection Works*
- *Activity 5: Testing, Commissioning and Handover*

For each of the above activities, the Bidder shall provide:

- *A list of sub-activities;*
- *A cost breakdown for each sub-activity; and*
- *A clear subtotal for the respective main activity.*

All prices and rates submitted by the Bidder in the Breakdown of Fixed Lump Sum Price and Summary shall be deemed to be fully inclusive of all applicable taxes including Social Security Contribution Levy (SSCL), duties, levies, statutory contributions, fees, and other governmental charges imposed in Sri Lanka, except for Value Added Tax (VAT), which shall be excluded.

Except for VAT, the Bidder shall not be entitled to any additional payment, adjustment, or reimbursement in respect of any tax, duty, levy, or charge applicable to materials, equipment, labour, services, importation, transportation, installation, testing, commissioning, or any other activity required for the execution and completion of the Works.

The Fixed Lump Sum Price shall be deemed to include all costs, risks, obligations, and charges necessary for the full and proper execution, completion, and commissioning of the Works, including compliance with statutory requirements and coordination with ongoing operations at the Kolonnawa Installation.

[to be completed by the Bidder (more tables to be used as appropriate)]

Breakdown of Fixed Lump Sum Price

Activity : _____ (Example: *Preliminaries and General Items*)

Sub-activity No.	Description of Sub-activity	Sub-activity Price (Local Currency)	Sub-activity Price (Foreign Currency)
1.	.....		
2.	.....		
3.	.....		
4.			
5.			
6.			
7.	Etc.		
	Total price of Sub-activities carried forward to the Priced Activity Schedule		

Priced Activity Schedule

Activity No.	Description of Activity	Activity Price (Local Currency)	Activity Price (Foreign Currency)
1.	.....		
2.	.....		
3.	.....		
4.	.....		
5.	.....		
	Sub Total I (to be carried to Letter of Price Bid)		
	Less: Discounts (if any) (to be carried to Letter of Price Bid)		
	Total Contract Price (Lump Sum)		

Schedule No. 2 - Rates for Changes in the Work

Note to Bidders

Schedule No. 2 is intended to establish applicable unit rates and prices to be used only for the valuation of Variations, changes, or additional works instructed in accordance with the Contract.

Bidders are required to submit fully inclusive unit rates, covering all costs associated with the execution of the work, including but not limited to labour, materials, plant, equipment, temporary works, supervision, overheads, profit, compliance with safety, security, environmental requirements, and all obligations under the Contract.

The rates shall be consistent with the methodology, pricing structure, and assumptions adopted in the Breakdown of the Fixed Lump Sum Price. Rates that are unbalanced, conditional, or qualified may be subject to adjustment or rejection by the Employer during evaluation.

Where a particular item, activity, or work category is not included in Schedule No. 2, such omission shall not relieve the Contractor of its obligation to execute instructed Variations. In such cases, rates shall be derived in accordance with the applicable provisions of the Contract.

Bidders may include additional items, activities, or sub-activities where necessary to reflect the nature of the Works. However, all rates shall be clearly described, measurable, and suitable for valuation purposes.

The submission of Schedule No. 2 does not create any entitlement to payment unless the relevant work is formally instructed by the Employer in accordance with the Contract.

[to be completed by the Bidder (more tables to be used as appropriate)]

No.	Description	Unit	Rate (Local Currency)	Rate (Foreign Currency)
1.	.....			
2.	.....			
3.	.....			
4.				
5.				
6.				
7.	Etc.			

Schedule No. 3 - Payment Schedule and Contract Milestones

Note to Bidders

Bidders shall complete Schedule No. 3 by providing the proposed Payment Milestones, aligned with the execution of major project deliverables and activities, including design, construction, testing, and commissioning etc.

Payment Milestones shall reflect the Contractor's cash flow plan and key project milestones only.

The Payment Schedule does not alter the Contractor's obligations or risks under the Contract.

Interim payments will be made strictly against completed milestones as certified by the Employer's Representative, subject to Sub-Clause 14 (Contract Price and Payment).

The Contractor shall not assume that payment is automatic; each milestone must be fully executed, documented, and approved in accordance with the Contract.

Bidders may propose additional milestones, provided the minimum milestones required in this Schedule are maintained.

Submission of the Payment Schedule does not constitute a Variation or affect the fixed lump sum nature of the Contract, except as may be expressly provided under Sub-Clause 13 (Variations and Adjustments).

Payments are milestone-based and will only be made upon Employer's Representative certification of completion.

Bidders shall submit their Payment Schedule listing key milestones, not limited to the following:

- *Complete Engineering*
- *Complete Procurement*
- *Complete Construction*
- *Complete Commissioning*

Percentages shall sum to 100% of the Accepted Contract Amount.

[to be completed by the Bidder]

Payment No.	Payment Milestone	Payment Amount %

Form of Bid Security – Demand Guarantee

Beneficiary: Ceylon Petroleum Storage Terminals Limited

Bid No: KPR/20/2026

Date: _____

Bid Security No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its Bid (hereinafter called “the Bid”) for the execution of **Engineering, Procurement, Construction, Commissioning (EPCC) of Development of Filling Facilities at Zone 07, Kolonnawa Installation** under Bid No. **KPR/20/2026**.

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant’s Letter of Technical Bid and Letter of Price Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or
- b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security and, if required, an Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s Procurement Document.

This guarantee will expire:

(a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, an Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; or

(b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the procurement process; or (ii) fifty-six (56) days after the expiry date of the Bid validity.

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

This guarantee shall be governed by the laws of Sri Lanka, and shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

Section 5 - Eligible Countries

Eligible Countries for the work

All the countries of the world.

DUPLICATE

PART II - REQUIREMENTS

Section 6 - Employer's Requirements (ERQ)

Content of Employer's Requirements

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6.1. Project Description and Objectives

The **Ceylon Petroleum Storage Terminals Limited (CPSTL)** operates the Kolonnawa Oil Installation, which serves as the primary petroleum storage and distribution terminal in Sri Lanka.

In order to meet the projected growth in petroleum product demand up to the year 2036, and to enhance operational efficiency, safety, and reliability of tanker loading operations, CPSTL intends to design and construct enhanced product filling facilities for both road tankers and rail tankers within the Kolonnawa Oil Installation under the Zone-7 Development Project.

The existing loading facilities have operational, capacity, and efficiency limitations. Therefore, the proposed development aims to:

- Increase tanker loading capacity to meet forecasted demand,
- Improve operational efficiency and reduce turnaround time,
- Enhance safety, automation, and control systems,
- Integrate modern Terminal Automation Systems,
- Optimize traffic flow and operational logistics within the terminal.

This Project shall be executed on an Engineering, Procurement, Construction and Commissioning (EPCC) basis.

The Works shall be carried out within a fully operational petroleum storage terminal. The Contractor shall plan, design, procure, construct, test, and commission the new facilities in a manner that ensures uninterrupted ongoing terminal operations, except for planned and approved shutdowns.

The development shall be implemented in phases. Phase-1 facilities shall be fully constructed, tested, commissioned, and brought into stable operation prior to transferring operations from the existing facilities. Upon successful transfer and acceptance by the Employer, the Contractor shall dismantle and remove the existing facilities and complete all associated site reinstatement works as specified in this Employer's Requirements.

The Project shall be implemented in full compliance with applicable Sri Lankan regulations, relevant international codes and standards, and recognized best practices in the petroleum storage and handling industry.

6.2. Location and Site Conditions

The Site is located within **Zone-7 of the Kolonnawa Oil Installation**, situated in the Colombo District, Western Province, Sri Lanka.

The Kolonnawa Oil Installation is owned and operated by the Ceylon Petroleum Storage Terminals Limited and functions as a fully operational petroleum storage and distribution terminal.

The approximate location of the Site is as indicated in publicly available mapping services (Google Maps reference link provided in the Bidding Document for information only).

Google map link -

https://maps.app.goo.gl/YED4mHrBKAZRNHnU9?g_st=com.microsoft.Office.Outlook.compose-shareextension

The exact Site boundaries shall be as defined in the Site Layout Drawings forming part of this Employer's Requirements.

6.2.1. Site Characteristics

The Site is located within an existing, operational petroleum terminal environment and is characterized by:

- Existing road tanker and rail tanker loading facilities,
- Underground and aboveground pipelines,
- Storage tanks and associated pump systems,
- Electrical substations and control systems,
- Firefighting and safety systems,
- Internal roads, drainage systems, and utility corridors,
- Continuous tanker traffic and operational movements.

6.2.2. Operational Environment

The Works shall be executed within a fully operational installation. The Contractor shall:

- Ensure that ongoing terminal operations are not disrupted, except during planned and Employer-approved shutdowns,
- Coordinate closely with the Employer's Operations Team for tie-ins, shutdowns, and system integration,
- Implement strict safety controls appropriate for hazardous petroleum handling environments,
- Consider restricted working areas, operational access requirements, and live hydrocarbon systems in all planning and execution activities.

No claims arising from lack of knowledge of the operational nature of the Site shall be entertained.

6.2.3. Site Investigation

The Bidder shall be deemed to have:

- Inspected and examined the Site and its surroundings,
- Reviewed available site data and existing drawings,
- Assessed ground conditions, access constraints, underground services, and operational limitations,
- Considered all factors that may affect the execution of the Works.

The Contractor shall be fully responsible for verifying site conditions prior to design and construction. Any additional investigations required for detailed design shall be carried out by the Contractor at its own cost.

The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies, and all other circumstances which may influence or affect the Works, including but not limited to operational restrictions, underground services, live pipelines, hazardous areas, and phased construction requirements. No additional payment or extension of time shall be granted due to failure to properly assess Site conditions.

6.3. System Description

6.3.1. Current configuration & operation

At present, tanker loading operations at the Kolonnawa Oil Installation are predominantly carried out using manual and semi-manual systems. Road tanker filling is performed using positive displacement (PD) flow meters equipped with preset counters. The delivered product volume to tanker compartments is verified manually using pre-calibrated level markings, commonly referred to as the “tongue level” method. Rail tanker loading operations are also performed manually, and the delivered quantity is verified through tank gauging using calibrated dip rods.

Pump control philosophy varies across zones. The gasoline transfer pumps in Zone-6 are equipped with soft starters, whereas pumps in other zones operate using conventional Direct-On-Line (DOL) or Star-Delta starting methods.

a) Gas Oil (500ppm) Filling Facility:

Gas Oil (500 ppm) road tanker loading is conducted at Gantries A, B, and C located in Zone-1, and at Gantry D located in Zone-9. Rail tanker loading for Gas Oil (500 ppm) is carried out at the wagon gantry in Zone-1. In Zone-1, Gas Oil is supplied from storage tanks TK-3, TK-4, and TK-5 through four loading pumps installed in the Zone-1 pump house, each having a capacity of 68.2 m³/hr. Seventeen (17) loading arms of 3-inch diameter are installed across ten (10) loading bays. At Gantry D in Zone-9, Gas Oil is supplied from storage tank TK-26 through two loading pumps, each with a capacity of 136 m³/hr, serving six (6) loading arms installed in two (2) bays.

b) Gas Oil (10 ppm) Filling Facility:

Gas Oil (10 ppm) road tanker loading is carried out at a single gantry in Zone-7. The product is supplied from storage tanks TK-20 and TK-24 through two loading pumps, each having a capacity of 36 m³/hr. Four (4) loading arms of 3-inch diameter are installed in one loading bay.

c) Gasoline (92 Octane) Filling Facility:

Gasoline (92 Octane) loading is performed at two locations, namely the Gasoline Gantry in Zone-7 and Gantry D in Zone-9. At Zone-7, gasoline is supplied from storage tanks TK-18, TK-21, and TK-43 through three loading pumps, each having a capacity of 136 m³/hr, and the gantry is equipped with eight (8) loading arms installed across four (4) bays. At Gantry D, gasoline is supplied from storage tanks TK-8, TK-21, and TK-41 through two loading pumps

rated at 68 m³/hr and 136 m³/hr, respectively, serving eight (8) loading arms installed in two (2) bays.

d) Gasoline (95 Octane) Filling Facility:

Gasoline (95 Octane) loading is carried out at a dedicated gantry in Zone-7. The product is supplied from storage tanks TK-17, TK-19, TK-42, and TK-44 through two loading pumps, each with a capacity of 68 m³/hr. Four (4) loading arms are installed across two (2) bays.

e) Special Boiling Point (SBP) Filling Facility:

Special Boiling Point (SBP) product loading is carried out at Zone-7, where a single 3-inch loading arm is installed at the Super Diesel Gantry. SBP is supplied from storage tank TK-62 through two loading pumps, each rated at 50 m³/hr.

f) Kerosene Filling Facility:

Kerosene loading operations are carried out at Diesel Gantries A, B, and C in Zone-1. The product is supplied from storage tank TK-02 through three loading pumps, each having a capacity of 136 m³/hr.

General arrangement drawings related to the existing operations are provided in Section 10 (Drawing No. 2060-1).

Table 1 - Summary of Current configuration & operation

Product	Location / Gantry	Zone	Storage Tanks	No. of Pumps	Pump Capacity (m ³ /hr)	No. of Loading Arms	No. of Bays
a) Gas Oil (500 ppm)	Gantries A, B, C	Zone-1	TK-3, TK-4, TK-5	4	68.2 each	17	10
	Gantry D	Zone-9	TK-26	2	136 each	6	2
b) Gas Oil (10 ppm)	Zone-7 Gas Oil Gantry	Zone-7	TK-20, TK-24	2	36 each	4	1
c) Gasoline (92 Octane)	Zone-7 Gasoline Gantry	Zone-7	TK-18, TK-21, TK-43	3	136 each	8	4
	Gantry D	Zone-9	TK-8, TK-21, TK-41	2	68 & 136	8	2
d) Gasoline (95 Octane)	Zone-7 Gantry	Zone-7	TK-17, TK-19, TK-42, TK-44	2	68 each	4	2
e) SBP	Super Diesel Gantry	Zone-7	TK-62	2	50 each	1	N/A
f) Kerosene	Gantries A, B, C	Zone-1	TK-02	3	136 each	1	N/A

6.3.2. Proposed Configuration and Operation

The proposed Zone-7 Development Project comprises the design, engineering, procurement, construction, testing, commissioning, and integration of a modern, automated tanker loading facility for both road and rail tankers. The new facility shall be designed in compliance with all applicable Sri Lankan statutory requirements, relevant international codes and standards, and recognized petroleum industry best practices.

- a) The scope shall include automated loading gantries, product transfer piping systems, loading pumps, motorized valves, custody transfer flow metering systems, terminal automation systems, access control systems, fire detection and firefighting systems, oily water drainage and recovery systems, civil structures, electrical distribution systems, instrumentation and control systems, mechanical systems, utilities, and associated yard development works.
- b) The proposed Terminal Automation System (TAS) and Access Control System (ACS) shall be fully integrated with the existing SAP system and shall provide automated batch control, real-time monitoring, operational reporting, and electronic reconciliation of loading operations.

The Works shall be executed within a fully operational petroleum terminal. The Contractor shall ensure uninterrupted operation of existing facilities except during planned and Employer-approved shutdowns. The new Phase-1 facilities shall be fully constructed, tested, commissioned, and placed into stable operation prior to the decommissioning and demolition of the existing facilities. The Contractor shall be fully responsible for phased implementation, tie-ins, operational transfer, and safe dismantling of redundant infrastructure.

Table : 6.1 Summary of Proposed Configuration

Loading Gantry No.	Product	No. of Loading Bays	No. of Loading Arms	Road Tanker / Rail Tanker
01	Gasoline 92	12	12	Road Tanker
	Gasoline 95		03	Road Tanker
	SBP		01	Road Tanker
02	Gasoline 92	02	08	Rail Tanker
03	Gas oil (500ppm)	12	12	Road Tanker
	Gas oil (10ppm)		02	Road Tanker
	Kerosine		02	Road Tanker

Please refer Drawing No : 2060-2/2060-4 for more details

6.4. Scope of Work

6.4.1. General

The Contractor shall design the loading gantries and all associated systems to be energy-efficient, environmentally responsible, and sustainable, incorporating state-of-the-art technologies, innovative engineering solutions, and best industry practices. The design shall optimise energy consumption, enhance operational efficiency, and minimise emissions and environmental impact throughout the entire lifecycle of the facility, while ensuring reliability, maintainability, and full compliance with applicable international standards and regulatory requirements.

6.4.1.1. Phased Development

The overall Zone-7 Development shall be implemented in three (3) phases. Under this Contract, the Contractor shall execute Phase-1 only. Notwithstanding the foregoing, the Contractor shall carry out the complete detailed engineering design for all three (3) phases of the development to ensure technical compatibility, future expandability, and system integration.

The phases are defined as follows:

Phase-1

Phase-1 shall comprise the complete detailed engineering design of a state-of-the-art Product Filling Facility at Zone-7 for Gas Oil, Gasoline, SBP, and Kerosene as described in Clause 6.3.2 (a) and (b).

In addition, Phase-1 shall include the full supply, construction, installation, testing, and commissioning of the Gasoline Road and rail tanker filling facilities at Zone-7, including all mechanical, piping, pumps, loading arms, civil works (Drawing No 2060-10) , structural works, electrical systems, instrumentation systems, fire detection and firefighting systems, utilities, associated infrastructure, and all necessary interconnections with existing facilities to achieve safe, reliable, and continuous operation.

Phase-2

Phase-2 shall comprise the construction of the Gas Oil and Kerosene Road tanker filling facilities at Zone-7, including complete supply, construction, installation, testing, and commissioning of all required mechanical, civil, structural, electrical, instrumentation, automation, and fire & safety systems, together with utilities and interconnections with existing systems.

Phase-3

Phase-3 shall comprise the supply, configuration, integration, testing, and commissioning of the Terminal Automation System (TAS) and its full integration with the existing SAP system, as described in Clause 6.3.2(b), including interface development, data mapping, transaction control, cybersecurity provisions, and real-time synchronization.

The detailed engineering for Phase-2 and Phase-3 shall be completed under Phase-1 to ensure seamless future implementation.

Execution of Phase-2 and Phase-3 shall be subject to separate funding approval and contractual arrangements. Nothing herein shall obligate the Employer to proceed with subsequent phases.

6.4.1.2. Performance Requirements and Guarantees

The Contractor shall design and construct the facilities to meet, as a minimum, the following performance criteria:

- Guaranteed loading throughput per bay as defined in the Design Basis.
- Maximum loading time per standard road tanker compartment (maximum 2.5 minutes)
- Flow meter accuracy minimum $\pm 0.1\%$ or better (custody transfer class).
- System annual operational availability of not less than 98%.
- Pump and mechanical system reliability suitable for continuous petroleum terminal operations.

Performance testing shall be carried out during commissioning. Failure to meet guaranteed parameters shall require rectification at the Contractor's cost.

6.4.1.3. Live Operational Environment

The existing Gasoline Pump House and loading gantry at Zone-7 are fully operational and continuously handling Gasoline 92, Gasoline 95, and SBP.

The Contractor shall execute the Works within this live petroleum environment without disrupting ongoing operations except during Employer-approved shutdown windows.

The Contractor shall be fully responsible for detailed phasing and sequencing, tie-in methodology, temporary bypass systems, hazard identification and mitigation, protection of existing facilities and safe working within classified hazardous areas.

Unavoidable shutdowns shall be minimized and executed only with prior written approval. Any delay or disruption attributable to inadequate planning shall be at the Contractor's risk and cost.

Where delays in completion of critical tie-ins adversely impact terminal operations, the Contractor shall be subject to Liquidated Damages as specified in the Contract Data.

6.4.1.4. Hazardous Area and Safety Compliance

All design and installation works shall comply with applicable hazardous area classification requirements for petroleum installations.

Electrical and instrumentation equipment installed in classified zones shall be suitably certified (Ex-rated) in accordance with recognized international standards.

The Contractor shall ensure full compliance with applicable Sri Lankan statutory requirements, international petroleum industry standards, fire and explosion protection standards and environmental regulations.

6.4.1.5. Cybersecurity Requirements

Where automation systems are included in Phase-1 design, the Contractor shall ensure that all control systems, communication networks, and interfaces are designed with appropriate cybersecurity protections.

Systems shall incorporate secure network architecture, role-based access control, audit logging, protection against unauthorized access, compliance with recognized industrial cybersecurity standards.

Integration with the future TAS under Phase-3 shall not compromise SAP system security.

6.4.1.6. Extent of Scope

The Scope of Work described herein is general and non-exhaustive. The Contractor shall execute all works necessary for complete, safe, reliable, and fully functional operation of the facilities, whether or not specifically stated in this Procurement Document.

6.4.1.7. Key Project Personnel

The qualification, experience, and evaluation criteria for Key Project Personnel shall be as specified in the Instructions to Bidders (ITB), Evaluation and Qualification Criteria and Contract Data.

Personnel proposed at bidding stage shall be deployed for execution of the Works. Replacement shall require prior written approval and shall be with personnel of equal or superior qualifications.

6.4.1.8. Subcontracting

The Contractor shall submit a detailed Subcontracting Plan. Subcontracting shall not relieve the Contractor of any contractual responsibility.

6.4.1.9. Design Review and Risk Minimization

All designs and modifications shall undergo systematic design review considering HSE risks, constructability, operability, maintainability and future expansion. Employer review shall not relieve the Contractor of full design responsibility.

6.4.1.10. Documentation

All reports, drawings, calculations, and as-built documentation shall be submitted in English in both hard and soft copy formats. Drawings shall be provided in AutoCAD (DWG) format.

6.4.1.11. Mandatory Submissions

The Contractor shall submit:

- Detailed design programme
 - Execution programme
 - QA/QC Plan
 - HSE Plan
 - Method Statements
 - Risk Assessment and Mitigation Plan
 - Inspection and Test Plan
 - SOPs
 - Construction and Engineering Documents
 - Engineering Drawings
 - P & ID s
 - Vendor documents such as Product Manuals/ Catalogues,
 - Warranty Certificates
 - Organization Chart
 - Applicable standards list
- and any other requirements specified under all sections of the Procurement Document

6.4.1.12. Equipment Requirements

All equipment shall be new, proven, and of state-of-the-art technology with established performance in oil and gas terminals. Prototypes shall not be accepted.

6.4.1.13. Spare Parts and Support

Critical spare parts recommended by manufacturers of items such as loading arms, pumps, meters, DCVs, automation equipment etc. for five (05) years shall be supplied at the commissioning. The list of critical spare parts recommended by manufacturers shall be reviewed and approved by the Employer before procurement of the items.

Additionally, manufacturers shall confirm availability of spare parts and technical support for a minimum of ten (10) years from date of supply.

6.4.1.14. Third-Party Inspection

Pre-shipment third-party inspections shall be carried out for all critical equipment, including pumps, loading arms, flow meters, and valves. The Contractor shall bear all associated costs, including the expenses for the participation of two CPSTL engineers for each inspection.

6.4.1.15. Warranty

The Contractor shall provide 01-year comprehensive warranty from the respective manufacturers for critical equipment including pumps, loading arms, flow meters, etc. from the date of commissioning of the Phase-1.

6.4.1.16. Reference Site Visit

The Contractor shall arrange, at its cost, a visit for ten (10) Employer representatives to a similar operational facility demonstrating relevant experience.

6.4.1.17. Training

Comprehensive manufacturer-led training shall be provided, at its cost to ten (10) Employer technical representatives covering operation, maintenance, diagnostics, and troubleshooting.

6.4.1.18. Defects Liability

The Defects Liability Period shall be as stated in the Contract Data, but in no case less than twelve (12) months from the date of Taking Over of Phase-1 Works. The Contractor shall remedy, at its own cost, any defects arising during this period.

6.4.2. Design

6.4.2.1. General

- i. The Contractor shall comply with the requirements of Clause 6.4.1 in the design.
- ii. The Contractor shall carry out the design of the proposed facilities to ensure compatibility with the existing facilities and shall submit the detailed design for the full scope of the Works, including design calculations and a detailed BOQ with cost breakdown, to the acceptance of Employer's Representative.
- iii. The Contractor shall specify the reference standards and codes to be applied for the design. The Contractor shall review and study the existing systems and the proposed detailed engineering drawings, including system architecture, control philosophy, installed equipment, and their interfaces and connections.
- iv. Design calculations shall be submitted to the Engineer to demonstrate the adequacy of the selected sizes, capacities, lengths, loads, routs etc. for the Employer's Requirement stated in the Procurement Document. The details including sizes, capacities, lengths, loads, routs proposed installations, equipment, systems etc. specified in the Procurement Document are minimum requirements. However, the Contractor may increase the above parameters as necessary to meet the design and site requirements to match with the Employer's Requirement.
- v. Routing of piping shall be based on process requirements, safety and ease of maintenance and operation. Sufficient piping flexibility shall be maintained to meet the equipment allowable loads and not to overstress the flanges.

- vi. Permanent access shall be provided to instruments, valves, isolation valves, and other items requiring frequent operation or maintenance. Valves for normal and emergency operations shall be operable from floor level or from fixed platforms.
- vii. Consideration shall be given to space requirements for future equipment installations and possible expansion of the facilities, in accordance with the Employer's Requirement.
- viii. The layout shall take into account the requirement for quick and safe escape routes in case of emergency. Consideration shall be given to providing at least two (02) means of access and escape. The layout shall allow sufficient access for fire-fighting equipment and personnel.
- ix. The Contractor shall design all required facilities, systems, equipment, buildings, and operational interfaces, including but not limited to the items listed below from 6.4.2.6, for the total development of the Zone-7 filling facility. The design shall ensure a state-of-the-art, fully functional, safe, reliable, and efficient operation for the specified products.

6.4.2.2. Design Basis

- i. The design shall include all necessary piping, pumps, valves, flow meters, control, and safety systems, and shall be fully integrated and synchronized with the road and rail tanker filling operations at Zone-7. The system shall comply with all applicable international standards, codes, statutory requirements, and recognized industry best practices. The Contractor shall take into account the existing facilities at the Kolonnawa Installation in the design.
- ii. The design shall be carried out considering personnel and equipment safety during operation and maintenance, reliability in service, maintenance convenience, etc.
- iii. All modifications, construction, and installation works shall be carried out while operations are ongoing at the Kolonnawa Installation. Therefore, such works shall be scheduled and executed in a manner that minimizes any impact on the terminal's ongoing operations.

6.4.2.3. Design Parameters

a) Product Data

Product	Operating Temperature	Viscosity, cSt	Specific Gravity, @ 15°C
Gasoline, 92 Octane	+5 °C to +45 °C	0.4 – 0.8 @ 40 °C	0.720-0.785
Gasoline, 95 Octane	+5 °C to +45 °C	0.4 – 0.8 @ 40 °C	0.720-0.775
Gas Oil, 500ppm	+5 °C to +45 °C	2.0 – 4.5 @ 40 °C	0.820-0.860
Gas Oil, 10ppm	+5 °C to +45 °C	2.0 – 4.5 @ 40 °C	0.820-0.845
Kerosene	+5 °C to +45 °C	1.0 – 2.0 @ 40 °C	0.775-0.840

Product	Operating Temperature	Viscosity, cSt	Specific Gravity, @ 15°C
Special Boiling Point (SBP)	+5 °C to +45 °C	0.4 – 0.7 @ 40 °C	Max. 0.725

b) Road Tanker Data

Maximum height of the manhole from ground level	3.26 m
Minimum height of the manhole from ground level	2.2 m
Maximum number of manholes per truck	10
Compartment depth Maximum	1.6 m
Compartment depth Minimum	1.4 m
Distance between two corner manholes at either side of the maximum capacity tank truck	10.2 m

c) Rail Tanker Data

Average height of the manhole from Railway track	3.5 m
Average height of the bottom loading valve from Railway track	0.9 m
Average width of the wagon frame	2.5m
Average length of the wagon frame	13.2m
Compartment depth	2.2 m

6.4.2.4. Environmental Data

i. Ambient Conditions

Ambient Temperature,

Maximum : 40°C

Minimum : 20°C

Relative Humidity

Maximum : 95%

Minimum : 76%

ii. Soil Data

Soil investigation at the nearby location has been conducted by M/s. Central Engineering

Consultancy Bureau and copies of borehole logs are annexed in Annex 9 for reference.

6.4.2.5. Design Codes and Standards

Government and Local Authority Requirements, International Codes, Latest revisions of the following codes shall be governed.

Document Title	Document Number
BS Structural use of concrete	BS 8110 : Part 1 : 1985
BS Structural use of Steel work	BS 5950 – 1 : 2000
Code of Practice for Foundation	BS 8004
Design loads for buildings	BS 6399 : Part I
Code of Practice for Earth retaining structures	BS 8002
Design of buildings for high winds in Sri Lanka – July 1980	CP3 Chapter V- Part2:1972[2]
Inspection Documents for Metallic Products	EN 10204
Standard for Welding Pipelines and Related Facilities	API 1104
Process Piping (Pressure piping)	ASME B 31.3
Pipeline Transportation Systems for Liquid Hydrocarbon and Other Liquids	ASME B31.4
Specification for Line Pipe	API 5L
Specifications for Pipeline Valves	API 6D
Valve inspection & Testing	API 598
ANSI – Pipe Flanges and Flanged Fittings	ANSI B 16.5
Large Diameter Steel Flanges	ASME B16.47
Welded Steel Tanks For Oil Storage	API STD 650
Centrifugal Pumps For Petroleum, Petrochemical and Natural Gas Industries	API STD 610

Document Title	Document Number
Tank Inspection, Repair, Alteration and Reconstruction Welded Steel Tanks For Oil Storage	API 653
Boiler and Pressure Vessel Code (Pressure Vessels)	ASME Sec VIII Div 1
Boiler and Pressure Vessel Code (Welding and Brazing Qualification)	ASME Sec IX
Electrical Equipment For Explosive Gas Atmosphere (International Electrotechnical Commission) Part 10	IEC 60079
Tests On Electrical Cables Under Fire Conditions Part 3	IEC 60332
Recommended Practice Classification Of Locations For Electrical Installations At Petroleum Facilities Classified As Class 1, Division 1 And Division 2	API RP 500
Overfill protection for storage tanks in petroleum facilities Aboveground storage tanks	API 2350 4th edition
Design, Construction, Operation, Maintenance and Inspection of Terminal and Tank Facilities	API Standard 2610, Third Edition, September 2018
Manual of Petroleum Measurement Standards	API-MPMS
Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents	API RP 2003
Automatic level gauges for measuring the level of liquid in stationary storage tanks	OIML R 85-1 & 2
Dynamic measuring systems for liquids other than water	OIML R117
Applicable codes and Standards published by National Fire Protection Association (NFPA)	NFPA 11, NFPA 15, NFPA 20, NFPA 30, NFPA 77, etc.
Specification for bored and cast in-situ reinforced concrete piles, 1st Edition-March 2016.	CIDA/SP/101
Specifications for Building Works (Vol. I) – [3rd Edition (Revised) – July 2004]	SCA/4/I

Document Title	Document Number
Specifications for Building Works (Vol. II) – [2nd Edition (Revised) – October 2001]	SCA/4/II
Standard Specifications for Construction and Maintenance of Roads and Bridges [2nd Edition – June 2009]	SCA/5
Specifications for Irrigation & Land Drainage – [1st Edition – January 2017]	CIDA/SP/102
Specifications for Water Supply Sewerage & Storm Water Drainage - [2nd Edition (Revised)– April 2002]	SCA/3/2
Specifications for Electrical & Mechanical Works - [2nd Edition (Revised) – August 2000]	SCA/8
Specifications for Fire Detection, Protection & Suppression Systems	SCA/9

In case of any conflict between the codes and standards, the following order of precedence shall govern: -

1. Local laws (Sri Lankan Authorities)
2. CPSTL Specifications and Guidelines
3. International Codes and Standards

6.4.2.6. Design of proposed filling facilities:

i. Gasoline Filling Facility for Road Tankers

The proposed road tanker filling facility shall be designed with top-loading arms for the handling and loading of Gasoline (92 Octane), Gasoline (95 Octane), and Special Boiling Point (SBP) into road tankers, providing the capacity and operational flexibility to meet the projected future fuel delivery requirements at the Kolonnawa Installation as decided by the Employer.

The minimum number of road tanker filling bays shall be as specified in the layout provided by the Employer in Section-10 Drawing No. 2060-2. The Contractor shall not reduce the minimum number of bays. The price proposal shall be sufficient to cover the design, construction, and commissioning of the facility, subject to review and approval of the design by the Employer.

The Contractor shall review the provided information, prepare a Preliminary Design, and submit it to the Employer for approval prior to developing the Detailed Engineering Design. The Preliminary and Detailed Designs shall demonstrate compliance with applicable

standards, operational efficiency, safety, integration with existing terminal infrastructure and as per the Clause 6.2.3.

Additional design data to consider

During road tanker loading operations, each loading pump shall be supplied from a single product storage tank at any given time. The tank allocation and the associated piping routes are detailed in Section-10, Drawing No. 2060-7/2060-9. The design shall ensure proper isolation, interlocking, and control to prevent cross-contamination between products and to maintain operational safety and efficiency.

Issue Gasoline Tank allocation for pump suction as follows;

Product type	Tank allocation	Tank outlet Nozzle Size
Gasoline-92 Octane	TK-B, TK-C	16-inch Dia.
Gasoline-95 Octane	TK-19, TK-42	12-inch Dia.
SBP	TK-62	6-inch Dia.

ii. Gasoline Filling Facility for Rail Tankers:

The proposed rail tanker filling facility shall be designed with bottom-loading hose connections including Positive Displacement (PD) meters for the handling and loading of Gasoline (92 Octane) into rail tankers, providing the capacity and operational flexibility to meet the current demand and projected future fuel delivery requirements at the Kolonnawa Installation as decided by the Employer.

The minimum number of rail tanker filling bays shall be as specified in the layout provided by the Employer in Section-10, Drawing No. 2060-2. The Contractor shall not reduce the minimum number of bays. The price proposal shall be sufficient to cover the design, construction, and commissioning of the facility, subject to review and approval of the design by the Employer.

The Contractor shall review the provided information, prepare a Preliminary Design, and submit it to the Employer for approval prior to developing the Detailed Engineering Design. The Preliminary and Detailed Designs shall demonstrate compliance with applicable standards, operational efficiency, safety, integration with existing terminal infrastructure, and as per Clause 6.2.3.

Additional design data to consider:

During rail tanker loading operations, each loading pump shall be supplied from a single product storage tank at any given time. The tank allocation and the associated piping routes are detailed in Section-10 Drawing No. 2060-7/2060-9. The design shall ensure proper isolation, interlocking, and control to prevent cross-contamination between products and to maintain operational safety and efficiency.

Issue Gasoline Tank allocation for pump suction as follows;

Product type	Tank allocation	Tank outlet Nozzle Size
Gasoline-92 Octane	TK-B, TK-C	16-inch Dia.

iii. Gas Oil and Kerosene Filling Facility for Road Tankers:

The proposed road tanker filling facility shall be designed with top-loading arms for the handling and loading of Gas Oil (500 ppm), Gas Oil (10 ppm), and Kerosene into road tankers, providing the capacity and operational flexibility to meet the current and projected future fuel delivery requirements at the Kolonnawa Installation as decided by the Employer.

The minimum number of road tanker filling bays shall be as specified in the layout provided by the Employer in Section-10, Drawing No. 2060-2. The Contractor shall not reduce the minimum number of bays. The price proposal shall be sufficient to cover the design, construction, and commissioning of the facility, subject to review and approval of the design by the Employer.

The Contractor shall review the provided information, prepare a Preliminary Design, and submit it to the Employer for approval prior to developing the Detailed Engineering Design. The Preliminary and Detailed Designs shall demonstrate compliance with applicable standards, operational efficiency, safety, integration with existing terminal infrastructure, and as per Clause 6.2.3.

Additional design data to consider:

During road tanker loading operations, each loading pump shall be supplied from a single product storage tank at any given time. The tank allocation and the associated piping routes are detailed in Section-10 Drawing No. 2060-8/2060-9. The design shall ensure proper isolation, interlocking, and control to prevent product cross-contamination and to maintain operational safety and reliability.

Issue Gas Oil and Kerosene tank allocation for pump suction as follows;

Product type	Tank allocation	Tank outlet Nozzle Size
Gas Oil – 500ppm	TK-J, TK-30	16-inch Dia.
Gas Oil – 10ppm	TK-26, TK-25	12-inch Dia.
Kerosene	TK-27	12-inch Dia.

6.4.2.7. Design of proposed Filling Gantry Structures:

i. Gasoline Filling Gantry for Road Tankers

Road Tanker Filling Gantry Structures for Gasoline to accommodate twelve (12) loading bays.

Proposed Loading Arm configuration

Loading Bay No.	Loading Arm No.	Loading Arm Product		Loading Bay No.	Loading Arm No.	Loading Arm Product
1	1	Gasoline 92		7	7	Gasoline 92
2	2	Gasoline 92		8	8	Gasoline 92
3	3	Gasoline 92		9	9 & 13	Gasoline 92 & 95
4	4	Gasoline 92		10	10 & 14	Gasoline 92 & 95
5	5	Gasoline 92		11	11 & 15	Gasoline 92 & 95
6	6	Gasoline 92		12	12 & 16	Gasoline 92 & SBP

The minimum number of road tanker filling bays and approximate floor area shall be as specified in the layout provided by the Employer in Section-10, Drawing No. 2060-4. The Contractor shall not reduce the minimum number of bays and approximate floor area. The price proposal shall be sufficient to cover the design, construction, and commissioning of the facility, subject to review and approval of the design by the Employer.

The Gantry Structure shall include in minimum but not limited to;

- Foundation (Piling works if required), earthworks, ground improvement works, and gantry floor.
- Steel superstructure with fire-resistant Zn/Al sandwich panel roofing sheets, facias, cladding, roof plumbing, etc.
- Hot-dip galvanized elevated steel platforms for top loading arms, steel stairways, handrails, grab rails, and self-leveling folding ladders for each loading bay, together with interconnected overhead platforms.
- Pipelines with accessories and equipment with overhead pipe raisers, racks, supports etc.
- RCC trenches for electrical cables, signal cables, piping systems, storm water systems, and oily water recovery systems, including hot-dip galvanized steel covers or gratings.
- Electrical system and signal cabling required for lighting, gantry automation, communication, and access control systems etc.
- Loading arms, digital control valves, digital flow meters, temperature and pressure transmitters, isolation and control valves, overpressure protection systems, batch controllers, card readers with access control systems, communication systems, air eliminators, strainers,

and all associated instrumentation and equipment required to ensure accurate, reliable, and safe operation.

- h) Waste oil recovery system with funnels for draining
 - i) Lighting system comprising flameproof (FLP) luminaires, switches, and steel conduits in accordance with applicable standards to ensure adequate and uniform illumination.
 - j) Fire detection and firefighting system, including heat detectors and a galvanized steel sprinkler system, in accordance with applicable standards and statutory requirements.
- ii. Gasoline Filling Gantry for Rail Tankers

The facility features two parallel rail tracks, each accommodating up to five wagons of mixed capacities, and is equipped with eight loading points spaced for the simultaneous loading of 45,400 L and 26,370 L wagons. Each point includes a flow meter, a digital control valve (DCV), and two dry-coupling hose connections (16 total), all managed by four batch controllers one for every two points to ensure the system is sized for maximum concurrent loading demand across mixed wagon configurations.

As per the layout in Section-10, Drawing No. 2060-2, the Contractor must adhere to the specified minimum number of loading points and approximate floor area without reduction, ensuring the price proposal remains sufficient to cover the full design, construction, and commissioning of the facility, subject to the Employer's review and approval. The Gantry Structure shall include in minimum but not limited to;

- a) Foundation (Piling works if required), earthworks, ground improvement works, and gantry floor.
- b) Steel superstructure with fire-resistant Zn/Al sandwich panel roofing sheets, facias, cladding, roof plumbing, etc.
- c) Hot-dip galvanized elevated steel platforms for top loading arms, steel stairways, handrails, grab rails, and self-leveling folding ladders for each loading bay, together with interconnected overhead platforms.
- d) Pipelines with accessories and equipment with overhead pipe raisers, racks, supports etc.
- e) RCC trenches for electrical cables, signal cables, piping systems, storm water systems, and oily water recovery systems, including hot-dip galvanized steel covers or gratings.
- f) Electrical system and signal cabling required for lighting, gantry automation, communication, and access control systems etc.
- g) Loading arms, digital control valves, digital flow meters, temperature and pressure transmitters, isolation and control valves, overpressure protection systems, batch controllers, card readers with access control systems, communication systems, air eliminators, strainers, and all associated instrumentation and equipment required to ensure accurate, reliable, and safe operation.
- h) Waste oil recovery system with funnels for draining
- i) Lighting system comprising flameproof (FLP) luminaires, switches, and steel conduits

in accordance with applicable standards to ensure adequate and uniform illumination.

- j) Fire detection and firefighting system, including heat detectors and a galvanized steel sprinkler system, in accordance with applicable standards and statutory requirements.

iii. Gas Oil and Kerosene Filling Gantry for Road Tankers:

Road Tanker Filling Gantry Structures for Gas Oil and Kerosene to accommodate twelve (12) loading bays.

Proposed Loading Arm configuration

Loading Bay No.	Loading Arm No.	Loading Arm Product	Loading Bay No.	Loading Arm No.	Loading Arm Product
1	1	Gas oil (500ppm)	7	7	Gas oil (500ppm)
2	2	Gas oil (500ppm)	8	8	Gas oil (500ppm)
3	3	Gas oil (500ppm)	9	9 &13	Gas oil (500ppm) and (10ppm)
4	4	Gas oil (500ppm)	10	10 &14	Gas oil (500ppm) and (10ppm)
5	5	Gas oil (500ppm)	11	11 &15	Gas oil (500ppm) and Kerosene
6	6	Gas oil (500ppm)	12	12 &16	Gas oil (500ppm) and Kerosene

The minimum number of road tanker filling bays and approximate floor area shall be as specified in the layout provided by the Employer in Section-10, Drawing No. 2060-4. The Contractor shall not reduce the minimum number of bays and approximate floor area. The price proposal shall be sufficient to cover the design, construction, and commissioning of the facility, subject to review and approval of the design by the Employer.

The Gantry Structure shall include in minimum but not limited to;

- Foundation (Piling works if required), earthworks, ground improvement works, and gantry floor.
- Steel superstructure with fire-resistant Zn/Al sandwich panel roofing sheets, facias, cladding, roof plumbing, etc.
- Hot-dip galvanized elevated steel platforms for top loading arms, steel stairways, handrails, grab rails, and self-leveling folding ladders for each loading bay, together with interconnected overhead platforms.

- d) Pipelines with accessories and equipment with overhead pipe raisers, racks, supports etc.
- e) RCC trenches for electrical cables, signal cables, piping systems, storm water systems, and oily water recovery systems, including hot-dip galvanized steel covers or gratings.
- f) Electrical system and signal cabling required for lighting, gantry automation, communication, and access control systems etc.
- g) Loading arms, digital control valves, digital flow meters, temperature and pressure transmitters, isolation and control valves, overpressure protection systems, batch controllers, card readers with access control systems, communication systems, air eliminators, strainers, and all associated instrumentation and equipment required to ensure accurate, reliable, and safe operation.
- h) Waste oil recovery system with funnels for draining
- i) Lighting system comprising flameproof (FLP) luminaires, switches, and steel conduits in accordance with applicable standards to ensure adequate and uniform illumination.
- j) Fire detection and firefighting system, including heat detectors and a galvanized steel sprinkler system, in accordance with applicable standards and statutory requirements.

6.4.2.8. Design of Improvement to the existing Gasoline Pump House

The design shall include, but not limited to the following:

- i. New product loading and transfer pumps (complying with the latest edition of API 610) with piping system, strainers, valves and all associated instrumentation, electrical cabling and equipment required to ensure accurate, reliable, and safe operation to achieve the required capacity and operational performance of the proposed Gasoline filling facility, taking into consideration the capacity and condition of the existing pumps (Refer details in Section-10 Drawing No. 2060-6).
- ii. Fire detection and firefighting system, including heat detectors and galvanized steel sprinkler system, in accordance with applicable standards and statutory requirements.

6.4.2.9. Design of Proposed Gas Oil and Kerosene Pump House

Proposed Pump House for Gas Oil and Kerosene to accommodate new product loading and transfer pumps (complying with the latest edition of API 610).

The design shall include, but not limited to the following:

- a) Foundation (Piling works if required), earthworks, ground improvement works, and floor with RCC pump beds, ramps, loading bay etc.
- b) Steel superstructure with fire-resistant Zn/Al sandwich panel roofing sheets, roof plumbing, facias, cladding, Hot-dip galvanized mesh, mono-rail overhead lifting system, etc.
- c) RCC trenches for electrical cables, signal cables, piping systems, storm water systems,

and oily water recovery systems, including hot-dip galvanized steel covers or gratings.

- d) Electrical system and signal cabling required for lighting, automation, and communication etc.
- e) Waste oil recovery system.
- f) Lighting system comprising flameproof (FLP) luminaires, switches, and steel conduits in accordance with applicable standards to ensure adequate and uniform illumination.
- g) New product pumps (complying with the latest edition of API 610) with communication systems, air eliminators, strainers, and all associated instrumentation and equipment required to ensure accurate, reliable, and safe operation to achieve the required capacity and operational performance of the proposed Gas Oil and Kerosene filling facility (Refer details in Section-10, Drawing No. 2060-6).
- h) Fire detection and firefighting system, including heat detectors and galvanized steel sprinkler system, in accordance with applicable standards and statutory requirements.

6.4.2.10. Design of Piping System with Pipe trench and Pipe rack

The design shall include, but not limited to the following:

- a) Required modification for piping system from the existing Gasoline Pump House to the proposed Gasoline filling facility, including all associated pipe trenches, over passes, supports, and accessories with review of the existing pump suction header as per the details of Clause 6.4.2.7 (i) & (ii).
- b) Required piping system from the proposed Gas Oil and Kerosene Pump House to the Gas Oil and Kerosene filling facility, including all associated pipe trenches, over passes, supports, and accessories with review of the pump suction header as per the details of Clause 6.4.2.7 (iii).

6.4.2.11. Design of Civil Works

- i. Yard, drains, trenches and fencing, gates

The design shall include, but not limited to the following:

- a) Reinforced cement concrete (RCC) yard in the area under development of Zone-7 filling facility, to withstand bowser loads and to ensure smooth bowser movement.
- b) Reinforced cement concrete (RCC) trenches for electrical power cables, instrumentation and signal cables, process piping, storm water drainage, and the oily water recovery system, including hot-dip galvanized steel trench covers or gratings. All such systems shall be properly connected and integrated with the existing facilities.
- c) Entrance and exit gate facilities, including all associated civil works, electrical installations, access control systems, chain-link fencing works, and related infrastructure, to meet the security and operational requirements of the facility.

- ii. Gantry control room and Invoice office

The design shall include, but not limited to the following:

- a) A building for Gantry control room and Invoice office for monitoring and control of gantry operations for the Gasoline and Gas Oil filling facility as per the standards and regulations.

The minimum floor area and number of floors of the building shall be as specified in the layout provided by the Employer in Section-10, Drawing No. 2060-10. The Contractor shall not reduce the minimum floor area and number of floors of the building.

- a) All electrical and instrumentation cables, including those associated with control and monitoring panels, shall be routed, installed, terminated, and integrated within the control room, with proper connection to their respective field devices and systems.
- b) All necessary facilities for the user including sanitary, air conditioning, dining, changing, etc. shall be provided as per the standards and regulations.

iii. Pump control room

The design shall include, but not limited to the following:

- a) A building for Pump control room for monitoring and control of Pump House operations for the Gasoline and Gas Oil pump houses as per the standards and regulations.

The minimum floor area and number of floors of the building shall be as specified in the layout provided by the Employer in Section-10, Drawing No. 2060-10. The Contractor shall not reduce the minimum floor area and number of floors of the building.

- a) All electrical and instrumentation cables, including those associated with control and monitoring panels, shall be routed, installed, terminated, and integrated within the control room, with proper connection to their respective field devices and systems.
- b) All necessary facilities for the user including air conditioning etc. shall be provided as per the standards and regulations.

iv. Existing Mortar Control Center (MCC) Building (for Gasoline 92,95 and SBP pumps)

The Contractor shall review and verify the adequacy, capacity, and compatibility of the existing MCC Building and all associated systems for integration with the proposed Gasoline Facility Pump House development, and shall confirm their suitability to support the intended operations. The design shall be carried out taking full consideration of these requirements, ensuring proper integration, adequacy, and compatibility with the proposed Gasoline Facility Pump House development.

v. Mortar Control Center (MCC) Building (for Gas oil 500ppm,10ppm and Kerosine pumps)

The design shall include, but not limited to the following:

- a) A building for Mortar Control Center (MCC) for monitoring and control of gantry operations for the Gas Oil filling facility as per the standards and regulations.

The minimum floor area and number of floors of the building shall be as specified in the layout provided by the Employer in Section-10, Drawing No. 2060-10. The Contractor shall not reduce the minimum floor area and number of floors of the building.

- a) All electrical and instrumentation cables, including those associated with control and monitoring panels, shall be routed, installed, terminated, and integrated within the control room, with proper connection to their respective field devices and systems.
- b) All necessary facilities for the user shall be provided as per the standards and regulations.
- vi. Generator Room and Transformer room
The design shall include, but not limited to the following:
Buildings for placing Generator, Transformer and Electrical Power Substation etc. for controls of Zone-7 as per the standards, regulations and manufacturer's requirements.
- vii. Other required buildings
The Contractor shall design any other required buildings for smooth operations of the total filling facility of Zone-7, security requirements, regulatory requirements etc. with all necessary facilities for the users.
- viii. Internal road development
The Contractor shall design all required internal roads including access, connections for existing road network, ramps, crossings, culverts, drains, markings, safety requirements etc. related to the proposed development at Zone-7.

6.4.2.12. Design of Electrical system

The Contractor shall design the complete electrical system for Zone-07 in compliance with applicable codes, standards, statutory regulations, and recognized industry practices, taking into consideration the existing electrical infrastructure at the Kolonnawa Installation, including available capacities, distribution networks, cabling systems, panel boards, standby generators, transformers, earthing, and surge & lightning protection systems.

The Zone-07 electrical system shall be fully integrated with the existing electrical network and shall operate as a single, coordinated system. The design shall ensure adequate capacity, load balancing, fault level coordination, protection selectivity, reliability, redundancy where required, and compatibility with the existing installation.

i. Power Supply

The Contractor shall design the complete power supply system for the total development of Zone-07, including sizing and selection of all required generators, transformers, electrical substations, switchgear, motor control centers (MCCs), distribution boards, protection systems, cabling networks, earthing, and associated accessories, in compliance with applicable codes, standards, statutory regulations, and recognized industry practices. The single-line diagram of existing electrical system is attached in Section-10, Drawing No. 2060-11/2060-12.

The Contractor shall design and provide the HT feeding cables from the existing HT main power panel located near the existing Electrical Fire Pump House, including all necessary modifications, upgrades, protection coordination, and interfacing works to the existing panels to ensure safe, reliable, and continuous power supply to Zone-07.

The Contractor shall design cable RCC trenches, ladders, trays etc. for power cabling in compliance with applicable codes, standards, statutory regulations, and recognized industry practices.

The Contractor shall design the replacement of the existing soft starters in the Pump Control Rooms of the Gasoline Filling Facility with Variable Frequency Drives (VFDs), ensuring compatibility with the revised pump configurations, operational sequences, and control philosophy. The Contractor shall also design new control panels equipped with Variable Frequency Drives (VFDs) for the Gas Oil Filling Facility. The VFD systems shall be fully integrated with the terminal automation system, protection schemes, interlocks, and existing electrical infrastructure to ensure controlled acceleration/deceleration, energy efficiency, operational flexibility, and protection of pumps and associated equipment.

ii. Yard lighting

The Contractor shall design the complete yard lighting system for Zone-07, including high mast light towers, flameproof (FLP) luminaires suitable for classified hazardous areas, distribution panels, switching arrangements, cabling, steel conduits, earthing, and lightning protection systems.

The lighting design shall ensure adequate and uniform illumination levels for operational, safety, and emergency conditions, considering hazardous area classification, glare control, maintenance access, and energy efficiency. The system shall comply with applicable codes, standards, statutory regulations, and recognized industry practices.

6.4.2.13. Design of Instrumentation system

The Contractor shall design complete Instrumentation System for the total development of Zone-07 in compliance with applicable codes, standards, regulations, and recognized industry practices. The design shall, as a minimum, incorporate the following requirements, without limitation to additional measures necessary to achieve safe, reliable, and fully integrated operation of the facility.

- i. Road Tanker Filling Gantries - Flow Meters, Preset/Batch Controllers (BCU), Digital Control Valves (DCV), Static Grounding Devices, ESBs and all other associated instrumentation and control equipment shall be provided on a one-to-one basis for each loading arm. Each loading arm shall be equipped with a dedicated Flow Meter, Preset/Batch Controller (BCU), Digital Control Valve (DCV), Static Grounding Device, and related accessories, with no sharing of these components between loading arms.
- ii. Rail Tanker Filling Gantries - Flow Meters, Preset/Batch Controllers (BCU), Digital Control Valves (DCV), Static Grounding Devices, ESBs and all other associated instrumentation and control equipment shall be provided. Each connection shall be equipped with a dedicated Flow Meter, Preset/Batch Controller (BCU), Digital Control Valve (DCV), Dry Disconnect coupling, Static Grounding Device, and related accessories.
- iii. Establish communication between the relevant Batch Control Units (BCUs), pump control panels, and the PLC system located in the pump control room. Provision shall be made for the future introduction and integration of the gantry automation system under Phase 3, tank automation system, and the Supervisory Control and Data Acquisition (SCADA) system to support future filling facility requirements.

- iv. Provisions for Site/Field calibration of Instrument, if required.
- v. Motor Operated Valves (MOVs) and Pressure and temperature Transmitters for delivery pipeline.
- vi. Pressure Relief/ Regulation systems.
- vii. Remote control panels at Pump Control Room to operate the MOVs remotely.
- viii. Local operating panel for each pump.
- ix. Integration of Pumps to the proposed PLC system and provide provisions to integrate with the SCADA System in future requirements.
- x. Integration of MOVs and Pressure Transmitters to the proposed PLC system and provide provisions to integrate with the SCADA System in future requirements.
- xi. Emergency Shutdown Buttons (ESBs).
- xii. Integration of ESBs to the proposed PLC system and provide provisions to integrate with the SCADA System in future requirements.
- xiii. Explosion Proof Emergency Telephones at new Gantries, pump houses, control rooms and etc. including Private Automatic Branch Exchange (PABX) system.
- xiv. Introduction of proper protection methodologies to protect instruments/equipment and accessories against lightning, switching surges, surge currents etc.
- xv. Uninterruptible Power Supply (UPS) system in the pump control room to provide reliable backup power for all instrumentation, control, and communication systems. The UPS shall be sized with appropriate redundancy and minimum backup autonomy as specified in the approved design.
- xvi. Any other related works if required, to improve quality and effectiveness of the instrumentation systems.

6.4.2.14. Design of PLC system

The Contractor shall design a fully integrated PLC-based control system for the complete filling facility at Zone-7. The design shall comply with applicable local and international codes, standards, regulations, and recognized industry best practices, ensuring safety, reliability, and future expandability

- i. System Architecture
 - a) The PLC system shall be of a reputed manufacturer with proven performance in oil and gas terminal applications.
 - b) PLC architecture shall be fully redundant with hot-standby CPUs, including redundancy for CPU, memory, power supply, and communication interfaces.
 - c) Automatic, bump less transfer to the standby processor shall occur without operational interruption.
 - d) Outputs shall revert to a predefined fail-safe condition in case of total processor failure.
 - e) Interlocks, permissive logic, sequencing, and operational safeguards.

- ii. System Integration
 - a) Integration of all field instruments, Batch Control Units (BCUs), flow computers, motor control systems, and control panels into the PLC system.
 - b) Provision for future integration of tank automation systems and other terminal expansions.
- iii. Spare Capacity and Future Expansion
 - a) Minimum 20% spare capacity in I/O modules and processing power.
 - b) Adequate spare communication ports, network bandwidth, and software licenses to accommodate at least 20% additional signals and devices without major architectural changes.
- iv. Engineering Deliverables
 - a) Detailed system architecture diagrams, I/O lists, network diagrams, control narratives, and logic descriptions.
 - b) PLC application software developed in accordance with the approved control and operational philosophy.
 - c) Provision for program backups, configuration files, and licensed software to support commissioning and future operation.

6.4.2.15. Design of Terminal Automation System+

The Contractor shall design a fully integrated Terminal Automation System (TAS) incorporating SCADA and PLC-based control for the complete filling facility at Zone-7. The design shall comply with applicable local and international codes, standards, regulations, and recognized industry best practices, ensuring safety, reliability, and future expandability.

- v. System Architecture
 - a) The design shall include TAS/SCADA servers, operator and engineering workstations, data historian, HMI panels, and associated industrial networking equipment.
 - b) Functional Design Requirements
 - c) Centralized real-time monitoring and supervisory control of all loading operations and utilities.
 - d) Interlocks, permissive logic, sequencing, and operational safeguards.
 - e) Alarm management, event logging, diagnostics, and performance monitoring.
 - f) Transaction recording and operational data reporting.
 - g) Interface and data exchange with existing SAP and other terminal systems.
- vi. System Integration

- c) Integration of all field instruments, Batch Control Units (BCUs), flow computers, motor control systems, PLC system and control panels into the TAS/SCADA system.
 - d) Provision for future integration of tank automation systems and other terminal expansions.
- vii. Spare Capacity and Future Expansion

Adequate spare communication ports, network bandwidth, server capacity, and software licenses to accommodate at least 20% additional signals and devices without major architectural changes.
- viii. Engineering Deliverables
 - d) Detailed system architecture diagrams, network diagrams, control narratives, and logic descriptions.
 - e) TAS and SCADA application software developed in accordance with the approved control and operational philosophy.
 - f) Provision for program backups, configuration files, and licensed software to support commissioning and future operation.

6.4.2.16. Design of Access Control System

The Contractor shall design a fully integrated Access Control System (ACS) for the total development of the Zone-7 filling facility, covering bowser parking areas, terminal entrance gates, and the Zone-7 entrance gate.

- i. System Architecture and Components
 - a) Design shall include card readers, biometric devices, face detection cameras, advanced RFID devices, display panels, electric barrier gates, turnstiles, electronic locks, gate controllers etc.
 - b) Centralized management and monitoring software shall be designed for real-time access control, reporting, and integration with TAS/SCADA.
 - c) Redundancy and fail-safe provisions shall be included for all critical access points.
- ii. Functional Design Requirements
 - a) The design shall allow controlled access based on predefined roles and authorization levels.
 - b) Real-time monitoring and logging of all entries and exits shall be included in the system design.
 - c) Provision for generating alerts for unauthorized access attempts shall be incorporated.
 - d) Audit trails and reporting functionality shall be integrated into the design.
- iii. Integration and Future Expansion

- a) The ACS shall be designed for full integration with TAS/SCADA and terminal IT infrastructure.
- b) Design shall include provisions for future expansion, additional gates, access points, and integration with advanced RFID and facial recognition technologies.
- c) Minimum 20% spare capacity shall be included for additional access points and users to support future growth.

iv. Engineering Documentation

- a) The design shall include system architecture diagrams, equipment lists, wiring schematics, network diagrams, and configuration requirements.
- b) Specifications shall define hardware, software, and network requirements necessary for system implementation.

6.4.2.17. Design of Fire Fighting System

i. Fire water system

The Contractor shall design the fire water system for the total development of Zone-07 including firewater piping, hydrants, monitors, and all associated valves in compliance with applicable codes, standards, and regulations, taking into consideration the capacity, hydraulic performance, and operational configuration of the existing fire water system at the Kolonnawa Installation. The Zone-07 fire water network shall be hydraulically integrated with the existing fire water system and shall operate as a single, unified system.

ii. Fire Detection System

The Contractor shall design the Fire Detection System for the total development of Zone-07 in compliance with applicable codes, standards, and regulations including followings.

- a) Linear heat detection cables, Manual Call points, Gas Detectors, Smoke Detectors at the new loading gantries and pump houses.
- b) Fire alarm system shall be connected to Fire Alarm Control Panel located at Zone-6 Pump Control Room.

iii. Foam Feeding System

The Contractor shall design the Foam Feeding System for the total development of Zone-07 in compliance with applicable codes, standards, and regulations including followings.

- a) An automated foam delivery system for the filling gantries, pump houses, and gasoline storage tanks, taking into account the total foam demand and including all necessary equipment such as fire water pumps, foam pumps, Motor-Operated Valves (MOVs), proportioning (dilution) valves, piping, instrumentation, and controls etc. A typical drawing, including gasoline storage tank details, is attached in Section-10, Drawing No. 2060-14.
- b) Foam concentrate storage tank and the water storage tank required for the foam system,

including associated level indicators, vents, overflow arrangements, drains, manways, foundations, and all necessary piping and accessories.

- c) Integration of the foam system with the Control Room, including signal interfacing etc.

6.4.2.18. Design of Oily water recovery systems, Slop Oil system

The Contractor shall design Oily water recovery system and Slop Oil system for the total development of Zone-7 including drain piping, collection arrangements, lifting pumps with required facilities and all associated valves in compliance with applicable codes, standards, and regulations taking into consideration the capacity and operational configuration of the existing system at the Kolonnawa Installation. The Zone-7 Oily water recovery system and Slop Oil system shall be integrated with the existing system and shall operate as a single, unified system.

6.4.2.19. Industrial water and drinking water systems

The Contractor shall design Industrial water and drinking water systems for the total development of Zone-7 including piping, storage facilities, pumping facilities and other required facilities in compliance with applicable codes, standards, and regulations taking into consideration the capacity and operational configuration of the existing system at the Kolonnawa Installation. The Zone-7 Industrial water and drinking water systems shall be integrated with the existing system.

6.4.3. Procurement

- 6.4.3.1. The Contractor shall procure all materials, equipment, machinery, tools, consumables, utilities, any other resources and etc., necessary for the completion of the above Works. The Contractor shall also be responsible for the loading, handling, and transportation of all materials from the supply point or store to the Work Site or the Contractor's store, as required for the execution of the Works.
- 6.4.3.2. The make and model of all offered equipment/ systems shall be from reputed brands commonly used in the oil and gas industry. List of recommended manufactures as follows,

No.	Item	Country of Origin & Country of manufacture
1.	Plates, Structural steel, Pipes, fittings, valves, couplings, flanges, nut & bolts, gaskets	European, UK, Japan, South Africa or USA
2.	Loading arm, Folding ladders, Water sprinkle nozzles, Fire detection system, Foam system accessories, Hydrocarbon detection system	European, UK, Japan, South Africa or USA

3.	Pumps, Generators, Switch gears, Panel boards, Arresters, Cables (Control/Power)	European, UK, Japan or USA
4.	PD Meters, Batch Controllers, DCVs, Actuators, PLCs and other relevant Instruments	European, UK, Japan or USA

6.4.3.3. Material, Procure, Supply and Transportation

- i. All materials, equipment and components fabricated, manufactured and supplied under this contract shall be brand new and of best quality, of proven design (minimum of 5 years operating experience) and in accordance with sound engineering, fabrication and construction practices. Prototypes, new designs, or extensive modification of standard designs shall be unacceptable without the written consent of the Employer. Pipelines, Valves, Loading arms and accessories are to be supplied from a manufacture accepted by the Employer which conforms to the latest relevant codes & standards in the petroleum industry.
- ii. The Contractor shall obtain the Employer's written approval prior to the shipment of all required materials and any related components intended for delivery to the Site. No such items shall be shipped, dispatched, or delivered until the Employer has completed its inspection, review and issued a formal letter of approval confirming that the items comply with the Contract requirements, technical specifications, and all applicable standards.
- iii. The Contractor shall procure, supply and deliver all materials to the work site and the balance material from work site back to the Employer's storage yard.
- iv. The Contractor shall take delivery and transport at no extra cost of all materials from the storage yard to the work site and the balance material from work site back to the storage yard.
- v. Damage to walls, buildings, culverts, drains, retaining walls, road & rail lines, existing pipelines and pipelines under Construction itself etc. which occurred during the execution of work shall be repaired / reconstructed to the original condition at the expense of the Contractor.
- vi. The Contractor shall procure and supply all necessary maintenance and operational spares and consumables, including sufficient quantities to support two years of operation for Loading Arms, pumps, PD meters, and DCVs.

6.4.4. Construction and Installation

6.4.4.1. General

- i. The Contractor shall construct the proposed facilities in Phase-1 of section 6.4.1.1 and designed as per section 6.4.2, with the approval of the Employer, to ensure compatibility with the existing facilities to the acceptance of Employer's Representative.
- ii. The Contractor shall comply to the reference standards and codes applied for the construction. The Contractor shall take in to consideration the existing systems and the detailed engineering drawings, including system architecture, control philosophy, installed equipment, and their interfaces and connections.
- iii. Permanent access shall be provided to instruments, valves, isolation valves, and other items requiring frequent operation or maintenance. Valves for normal and emergency operations

shall be operable from floor level or from fixed platforms.

- iv. The Contractor shall construct all required facilities, systems, equipment, buildings, and operational interfaces, including but not limited to the items listed below, for the Phase-1 development of the Zone-7 filling facility. The construction shall ensure a state-of-the-art, fully functional, safe, reliable, and efficient operation for the specified products.
- v. The Contractor shall be responsible for the demolition and removal of existing buildings, structures, fencing, yard concrete, and any other facilities located within the construction area of Zone-07. However, the Contractor shall ensure that any existing facilities directly interfacing with or affecting ongoing operations are retained and protected, as directed by the Employer, until the newly constructed facilities are fully commissioned. All works shall be planned and executed in a manner that ensures uninterrupted operations throughout the Contract period.
- vi. Demolition Works, Waste Disposal, and Dumping Areas
The Contractor shall carry out all demolition works in a safe and controlled manner, ensuring protection of adjacent structures and ongoing operations. All debris, scrap materials, hazardous waste, and unsuitable materials including demolished Reinforced Concrete shall be removed from site and disposed of in authorized outside dumping areas in accordance with applicable environmental regulations and statutory requirements. The Contractor shall obtain all necessary approvals and maintain proper records of disposal.
- vii. Fire Protection Measures During Construction
The Contractor shall provide and maintain adequate temporary fire protection measures throughout the construction period, including fire barriers, fire blankets, portable fire extinguishers, fire watch arrangements, and emergency response equipment. All hot work activities shall be carried out under an approved permit-to-work system and in compliance with applicable fire safety standards and terminal safety procedures.
- viii. Temporary Facilities and Diversions
The Contractor shall design, install, operate, maintain, and remove all temporary facilities required for execution of the works. This shall include temporary piping diversions, utility diversions, electrical connections, temporary workshops, storage areas, temporary buildings, temporary access roads, and required tie-ins to existing systems. All temporary arrangements shall ensure uninterrupted terminal operations and shall be removed upon completion, with reinstatement of affected areas. Temporary demolished items shall make again to an appropriate status as directed by the Employer.
- ix. Construction Utilities
The Contractor shall provide all necessary utilities required for construction activities, including temporary power supply, water supply, compressed air, lighting, drainage, communication systems, and sanitation facilities. Temporary electrical installations shall comply with applicable safety standards and shall not interfere with existing operational systems.
- x. Compliance with Standards and Statutory Requirements
All construction and installation works shall comply with applicable local and international codes, standards, statutory regulations, environmental requirements, and safety regulations. The Contractor shall obtain all required permits, inspections, approvals, and certifications from relevant authorities and ensure full regulatory compliance throughout the Contract period.

xi. Inspection, Testing, and Commissioning Support

The Contractor shall carry out all required inspections and testing of civil, mechanical, electrical, instrumentation, and control systems in accordance with approved procedures and applicable standards. This shall include material testing, non-destructive testing (NDT), pressure testing, loop checking, functional testing, and pre-commissioning activities. All test reports and quality documentation shall be submitted for approval prior to commissioning.

6.4.4.2. Construction of proposed filling facilities:

The Contractor shall comply with the requirements of Clause 6.4.1 & 6.4.2 during construction.

i. Gasoline Filling Facility for Road Tankers

The Contractor shall construct Gasoline Filling Facility for Road Tankers designed under section 6.4.2.

ii. Gasoline Filling Facility for Rail Tankers:

The Contractor shall construct Gasoline Filling Facility for Road Tankers designed under section 6.4.2.

iii. Gasoline Filling Gantry for Road Tankers

The Contractor shall construct Road Tanker Filling Gantry Structures for Gasoline to accommodate twelve (12) loading bays designed under section 6.4.2.

iv. Gasoline Filling Gantry for Rail Tankers

The Contractor shall construct Rail Tanker Filling Gantry Structures for Gasoline to accommodate eight (08) rail tankers designed under section 6.4.2.

v. Upgrading of Rail Tracks for Gasoline Filling Gantry for Rail Tankers

The Contractor shall upgrade the rail tracks for the gasoline filling gantry, including dismantling and relaying of existing tracks as necessary. The re-laid tracks shall be aligned to ensure the rail level, height, and spacing between tracks match the requirements of the proposed rail gantry structure and allow safe and proper positioning of rail tankers for loading operations. All construction activities shall be properly coordinated with the Sri Lanka Railway Department and carried out in accordance with their requirements and approvals.

vi. Improvement to the existing Gasoline Pump House.

The Contractor shall undertake the construction and upgrading of all related facilities required for the improvement of the existing Gasoline Pump House, including the installation of new pumps and associated piping, mechanical, electrical, and instrumentation systems, as designed under Clause 6.4.2.

vii. Piping System with Pipe trench and Pipe rack

The Contractor shall undertake the construction of Piping System with Pipe trench and Pipe rack with all related facilities required for the proposed facility as designed under Clause 6.4.2.

viii. Civil Works

a) Templary access roads, Fire barriers, sign boards, scaffolding

The Contractor shall provide and maintain temporary access roads, fire barriers, signboards, scaffolding, and all other facilities required for the execution of the Works. The Contractor shall obtain all necessary permits and approvals from the relevant authorities prior to implementation. All such arrangements shall be carried out in a manner that does not interrupt or interfere with ongoing operations and shall be subject to the prior approval of the Employer.

b) Yard, drains, trenches, fencing and gates

The Contractor shall execute all works related to the construction of the yard, drainage systems, trenches, fencing, gates, and all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2 area pertaining to Phase 1 construction only as per the Drawing No.2060-3.

c) Gantry control room and Invoice office

The Contractor shall execute all works related to the construction of the Gantry Control Room and Invoice Office, including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2.

During the construction of the above buildings under Phase-1, the existing Invoice Office shall remain fully operational, and all invoicing procedures shall continue uninterrupted until completion of the Phase-2 works, which are not included within the scope of this Contract. Issuance of load slips and related operational activities may be commenced from the proposed Gantry Control Room as and when it is ready for use.

d) Pump control room

The Contractor shall execute all works related to the construction of the Pump control room including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2.

The Pump Control Room Building shall be constructed to meet the requirements of the overall master plan and ultimate facility design. Under the scope of this phase of the Works, only the operation systems and equipment related to the gasoline loading and transfer facility shall be supplied, installed, tested, and commissioned.

ix. Existing Mortar Control Center (MCC) Building (for Gasoline 92,95 and SBP pumps)

The Contractor shall execute all required works related to the development of the existing Mortar Control Center (MCC) Building including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2.

Under the scope of this phase of the Works, only the operation systems and equipment related to the gasoline loading and transfer facility shall be supplied, installed, tested, and commissioned.

x. Generator Room and Transformer room

The Contractor shall execute all works related to the construction of the Generator Room and Transformer room including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2.

The Generator Room and Transformer room shall be constructed to meet the requirements of the overall master plan and ultimate facility design.

xi. Other required buildings

The Contractor shall execute all works related to the construction of any other buildings in accordance with the design and requirements specified under Clause 6.4.2.

xii. Internal road development

The Contractor shall execute all works related to the construction of all internal roads including access, connections for existing road network, ramps, crossings, culverts, drains, markings, safety requirements etc. in accordance with the design and requirements specified under Clause 6.4.2.

6.4.4.3. Electrical system

The Contractor shall execute all works related to supply, construction/installation of the electrical system related to Phase 1 construction including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2.

i. Power Supply

The Contractor shall execute all works related to supply, construction/installation of the power supply system related to Phase 1 construction including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2.

ii. Yard lighting

The Contractor shall execute all works related to supply, construction/installation of the yard lighting system related to Phase 1 construction including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2.

6.4.4.4. Instrumentation system

The Contractor shall execute all works related to supply, construction/installation of the Instrumentation system related to Phase 1 construction including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2. & 6.4.2.14.

6.4.4.5. Fire Fighting System

i. Fire water system

The Contractor shall execute all works related to supply, construction/installation of the Fire water system related to Phase 1 construction including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2.

ii. Fire Detection System

The Contractor shall execute all works related to supply, construction/installation of the Fire detection system related to Phase 1 construction including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2.

iii. Foam Feeding System

The Contractor shall execute all works related to supply, construction/installation of the total foam feeding system excluding Gas oil filling facility including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2.

6.4.4.6. Oily water recovery systems, Slop Oil system

The Contractor shall execute all works related to supply, construction/installation of the total Oily water recovery systems, Slop Oil system excluding Gas oil filling facility including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2.

6.4.4.7. Industrial water and drinking water systems

The Contractor shall execute all works related to supply, construction/installation of the total Industrial water and drinking water systems, excluding Gas oil filling facility including all associated and ancillary works, complete in accordance with the design and requirements specified under Clause 6.4.2.

6.4.5. Testing and Commissioning

Upon successful completion of Phase 1, as defined in this Procurement Document, gasoline filling operations shall be transferred in a controlled and uninterrupted manner to the newly constructed filling facility. Following this transition, the existing gantry structure, remaining buildings, existing yard concrete, and other redundant or obsolete structures shall be demolished and removed, and the yard and relevant buildings shall be reconstructed as necessary to ensure safe, efficient, and compliant operations as per approved design and transition procedure.

6.4.6. Documents to be updated and submitted

All operation procedure documents, Engineering Documents, Vendor Documents, drawings and other relevant documents shall be prepared in English language and submitted in both Hard and soft copies (dwg, doc, pdf and relevant formats) as per the approved design.

6.4.7. Specifications

6.4.7.1. Specifications for Reinforcement steel

All reinforcement steel to be used in the Works shall be subject to prior approval by the Engineer, supported by submission of Certificates of Origin and Test Certificates issued by the Industrial Technology Institute (ITI), the National Building Research Organization (NBRO) Laboratory, or any other registered and approved laboratory.

6.4.7.2. Specifications for Structural steel section and plates

All primary structural steel sections shall conform to ASTM A572 Grade 50, while secondary structural members and plates shall conform to ASTM A36. The Contractor shall submit Certificates of Origin and Material Test Certificates (MTCs) for all structural steel materials for verification and approval.

6.4.7.3. Specifications for Roofing system

The roofing system shall comprise factory-manufactured Rockwool insulated sandwich panels with non-combustible mineral wool cores and corrosion-protected steel facings, suitable for tropical climatic conditions and use in petroleum handling areas and other buildings. The panels shall comply with EN 14509 and EN 13501-1, provide adequate fire resistance, thermal insulation, and moisture protection, and be suitable for heavy rainfall conditions. All fixings and accessories shall be corrosion resistant, and installation shall be carried out in accordance with the manufacturer's recommendations and applicable standards, with certification for fire safety and durability provided.

6.4.7.4. Specifications for petroleum product piping system

i. Carbon Steel Line Pipes

- a) Single Random Length (SRL)/ Double Random Length (DRL) , seamless and Bevel Ends (BE)
- b) Material shall conform to API Standard 5L-Gr B or ASTM A 106 Gr B
- c) Dimensions shall conform to ASME B 36.10 SCH 40/ SCH 80 (as applicable)
- d) Identification: - Heat/Batch number, SCH number, API or ASTM number, seamless and material description shall be marked on the pipes.
- e) Both ends of pipe should have protective sleeves.
- f) Mill Certificate should be supplied with Heat/Batch numbers or any other reference number marked on pipes as well as in the certificates to check once the items are delivered to CPSTL Kolonnawa with reference to the items against the Mill Certificate.

ii. Carbon Steel fittings (Elbows, Reducers, Other fittings)

- a) Bevel ends (BE)
- b) Material shall conform to ASTM A 234 Gr. WPB.
- c) Dimensions shall conform to ASME B 16.9, SCH40

- d) Identification: -SCH number, ASTM number and material description shall be marked on the elbows and reducers.
 - e) Mill Certificate should be supplied with Identification number or any other reference number marked on elbow as well as in the certificates to check once the items are delivered to Ceylon Petroleum Storage Terminals Limited Kolonnawa with reference to the items against the Mill Certificate.
- iii. Carbon Steel Slip-On / Blind Flanges (Raised Face)
- a) Class 150, Slip on, Raised Face (RF)
 - b) Material shall conform to ASTM A 105 Normalised.
 - c) Dimensions shall conform to ASME B 16.5.
 - d) Identification: -ASTM number, ASME Number, Class and material description shall be marked on the flange.
 - e) Flange should be marked with the ASTM specification grade identification symbol and ASTM specification number.
 - f) Mill Certificate should be supplied with identification numbers or any other reference number marked on flanges as well as in the Certificate to check once the items are delivered to CPSTL Kolonnawa with reference to the items against the Mill Certificate.
- iv. Nuts and Stud Bolts
- a) Material of Stud bolts be conformed to ASTM A 193 Gr.B 07 and materials of nuts shall conformed to ASTM A 194 Gr. 2H.
 - b) Threads should be in accordance with ASME B 1.1.
 - c) Identification marks shall be available on items to conform above standards.
- v. Gasket Materials
- a) Spiral Wound Gasket, Class 150, ASME B 16.2, Raised Face (RF), 304SS windings with flexible graphite filler, 3mm thick carbon steel outer ring.
 - b) To use as packing for flanges of pipe lines for petroleum refined products such as Gasoline, Gas Oil, Fuel Oil and Aviation Turbine.
- vi. Cast Steel Gate Valves (Class 150)
- a) Operational Conditions
 - Maximum Working Pressure - 150 psi
 - Nominal Working Temperature - 45 °C
 - b) Use for petroleum refined products such as Gas Oil, Gasoline, Kerosene, Fuel Oil and Aviation Turbine.
 - c) The valves should be of outside screw and york type with rising stem non rising hand wheel, bolted bonnet and with solid or flexible wedge type plain gate and should

conform to followings.

- Designed as per API 6D & API 600.
- End flanges shall be raised face type and flange dimensions should conform to ANSI B 16.5.
- Face to face dimensions should conform to ANSI B 16.10.
- Valve inspection and testing as per API 598.

d) Materials of component of the valve should conform to API 600.

- Body and bonnet - ASTM A 216 Gr. WCB
- Seat and Wedge facing - 13% Chromium Steel
- Stud - ASTM A 193 Gr. B7
- Stud Nut - ASTM A 194 Gr. 2H
- Trim material should be specified and should conform to API 600 normal trim material (supplier should forward manufacturer's certificate conforming the same).
- The materials of all parts of the valve to be specified according to ASTM standard.

e) Other Conditions

- Method of packing should be indicated in the quotation or Pro-forma Invoice.
- Valves should be shipped with gate closed and flange closed with suitable material or end caps.
- Exterior surface (un machined) should be painted with suitable paint to prevent corrosion and machined or threaded surface should be coated with easy removable rust preventive coating.
- The method of testing should conform to API 598 and valid test certificate should be provided.
- The supplier should forward the copy of certificate of Authority to use official monogram of API and the originals of internationally published catalogues/literature relevant to the valve.
- The supplier should forward all details mentioned above for review purposes.

vii. Pipeline Welding

a) General Welding Requirements

Welding and weld inspection shall meet the requirements of API Standard 1104 Editions, "Standard for Welding Pipelines and Related Facilities".

Each welder or welding operator shall be qualified for the established production welding procedure before performing any production welding on any line pipe or piping components installed in accordance with this Specification. Welding Qualification Tests are to be carried out with the same or equivalent equipment as that to be used during installation. These tests shall be performed in a place designated by the Contractor and agreed by CPSTL and shall be conducted under representative installation conditions. The approved welding procedure specification, together with certified welding procedure and welder qualification tests results, shall be on file at the work site at all times. Any work not welded by qualified

welders and in accordance with approved welding procedures shall be rejected. Welding personnel to perform arc-air gouging are to be trained and experienced with the actual equipment.

b) Welding Equipment

Arc welding machines, ammeters, voltmeters, cable, electrode holders, wire brushes, and other accessories shall be of a type, quality, and condition satisfactory to CPSTL.

All welding equipment used shall be the same or equivalent equipment as that qualified in the welding procedure. Welders and welder's helpers shall wear adequate safety equipment during performance of welding.

c) Welding Consumables

Welding consumable shall conform to AWS Specification requirements, shall be suitable for the intended application and shall produce a weld with required properties, soundness and corrosion resistance in the finally installed condition. Weld metal mechanical properties are to meet base material requirements. Excessively overmatching yield and tensile strengths shall, however, be avoided. Impairment of tensile and toughness properties due to intended heat treatments shall be considered.

d) Welding Consumable Storage and Handling

Welding consumable are to be treated with care to avoid contamination, deterioration, moisture pick-up and rusting, and are to be stored under dry conditions prior to use. All coated manual welding electrodes shall be kept in hermetically sealed containers, stored in accordance with the Supplier's recommendation, and handled to ensure no mechanical or physical damage is caused to the coating. Damaged packages and any consumables showing any signs of damage, deterioration, corrosion or any other contamination shall not be used.

e) Welder Qualification

Before production welding is performed, all welders shall be qualified in accordance with approved welding procedures, for the process, position, and welding direction to be used. Welders shall make a test weld and satisfy applicable requirements of API 1104. However, welders can be qualified by Radiography/Non-Destructive Examinations, without mechanical tests required for the welding procedure qualification, when approved by CPSTL. During qualification welding, welders shall demonstrate that they are proficient in welding operations. The qualification test shall be carried out with the same or equivalent equipment used during production welding, and normally at the premises where production welding is to take place.

Welders shall be qualified based on test results from their respective weld sections, and at Contractors' expense. Production welding shall be performed only by qualified welders and equipment using CPSTL approved procedures.

f) Weld Joint Design

Piping shall be welded by qualified welders using qualified procedures. The surface to be welded shall be smooth, uniform and free from laminations, tears, scale, grease, paint and

other deleterious material that might adversely affect the welding. The joint design and spacing between abutting ends shall be in accordance with the procedure specified in API 1104.

g) Environmental Factors on Performing Welding

No welding shall be performed when surfaces are wet, when rain is falling on surfaces to be welded or during high winds, unless the welders and the Work are properly protected. High winds are defined as greater than eight kilometers per hour in the welding area. Unacceptable weather conditions shall be determined at CPSTL's sole discretion otherwise in accordance with the procedure specified in API 1104.

h) Visual Inspection of Welds

All completed production welds shall be thoroughly cleaned by mechanical brushes, buffers or other suitable equipment, prior to visual weld examination by CPSTL as required, and shall meet the requirements of API Standard 1104.

i) Radiography/Non-Destructive Examination of Completed Welds

Radiography and other forms of Non-Destructive Examination (N.D.E.) shall be carried out on CPSTL request on completed pipeline welds which shall be in compliance with Specification API Standard 1104.

6.4.7.5. Specifications for Top Loading Arms

- Maximum Working Pressure: As per design
- Flanged Connection to Pipeline: 4" dia., ANSI B16.5, Class 150, Raised Face
- Master Balance Unit: Torsion spring type
- Loading Valve: Flange-ended, angle type with vacuum breaker, stay-open type
- Intermediate and Drop Pipe Swivels: Flange-ended
- Remote Control Handle and Rod: Included
- Drain Bucket: To be supplied
- Standards: OIML, API and other relevant standards
- Loading Arm Unit shall consist of a double base swivel joint, an intermediate swivel joint, a drop pipe swivel joint, a loading valve and a vacuum breaker.
- Inspection during production
- All Loading Arms shall be tested as per Applicable API Standard by the manufacturer and witnessed by the reputed Independent Third-Party Inspection Company approved by CPSTL. All test certificates shall be provided during pre-shipment inspection.
- Pre-shipment Inspection

Third party inspection of material test certificates of Loading Arms and testing as per Applicable API Standards shall be carried out by the by reputed third party inspection.

The Contractor shall arrange pre-shipment inspection of Loading Arms at Manufactures site for an engineer, a foreman and a technician of CPSTL on contractor's own cost.

6.4.7.6. Specification for Product Loading and Transfer Pumps

- Pump Capacity: As per design
- Type of Pump: Centrifugal pump

- Applicable Code: API 610 (Latest Edition)
- Operating Pressure: As per design
- Operating Temperature: 15-50 °C
- Design Pressure: As per design
- Design Temperature: 50 °C
- Driver: Electric motor
 - Motors shall be 3-phase squirrel cage induction type, with all six terminals brought to the terminal box.
 - Motors shall be suitable for the driven equipment characteristics and duty conditions.
 - Motors shall be VFD-duty (inverter duty) rated where driven by VFDs, suitable for variable speed operation.
 - Enclosure shall be IP65, TEFC type, suitable for outdoor installation and applicable area classification.
 - Insulation shall be minimum Class F, suitable for VFD operation (dv/dt withstand).
 - Motors shall be designed to prevent overheating at low speeds and bearing damage due to shaft currents (where applicable).
 - Design and manufacture shall comply with IEC 60034 standards.
- Inspection during production
All Pumps shall be tested as per API 610 latest edition by the manufacturer and witnessed by the reputed Independent Third-Party Inspection Company approved by CPSTL. All test certificates shall be provided during pre-shipment inspection.
- Pre-shipment Inspection
Third party inspection of material test certificates of Pumps and testing as per API 610 latest edition shall be carried out by the by reputed third party inspection.
- The Contractor shall arrange pre-shipment inspection of Loading and Transfer Pumps at Manufactures site for two CPSTL engineers on contractor's own cost.

6.4.7.7. Specifications for Fire Water System

Fire Water System shall comply with NFPA 30, NFPA 11, NFPA 15, NFPA 20, and NFPA 24. Equipment and components, including monitors, hydrants, valves, and associated accessories, shall be UL listed and/or FM approved, where applicable.

6.4.7.8. Specifications for Fire Detection System

Fire Detection System shall comply with NFPA 72 and other applicable standards. Equipment and components, including heat detection cables, detectors, control panels, alarm devices, and accessories, shall be UL listed and/or FM approved, where applicable.

6.4.7.9. Specifications for Foam Feeding System

Foam Feeding System shall comply with NFPA 11 and NFPA 30. Equipment and components, including foam proportioning systems, tanks, pumps, monitors, chambers, valves, and accessories, shall be UL listed and/or FM approved, where applicable.

6.4.7.10. Specifications for Electrical System

i. Codes and Standards

Except where otherwise indicated in this specification the electrical power distribution/supply facilities, yard lighting etc. shall conform to the minimum applicable requirements of the latest edition of the following standards and codes.

IEC	International Electro-Technical Commission
BS	British Standards
IP CODE	Electrical Safety Code of the Institute of Petroleum
ISO	International Organization of Standardization
ANSI	American National Standards Institute
NEC	National Electrical Code (USA)
NFPA	National Fire Protection Association
API-RP-500	American Petroleum Institute

ii. Classification of Hazardous Area

Classification of the hazardous areas for the project shall comply with IEC 60079-10. The extent of the hazardous area will be in accordance with API-RP-500.

iii. Selection of Electrical Equipment in Hazardous Area

Electrical equipment in the hazardous area shall be in accordance with IEC standards. The details are as follows:

Equipment	Hazardous areas (IEC)	
Induction Motors	Zone 1	Ex-d
	Zone 2	Ex-d
Arcing and sparking equipment	Zone 1	Ex-d
	Zone 2	Ex-d
Non-sparking and wiring materials	Zone 1	Ex-d or Ex-e
	Zone 2	Ex-d or Ex-e
Lighting fixtures	Zone 1	Ex-d or Ex-e
	Zone 2	Ex-d or Ex-e

Electrical equipment and materials for installation in hazardous areas shall be labeled, listed, certified, accepted or otherwise determined to be safe by an internationally recognized testing authority such as one of the following:

BASEEFA	A British Approval Service for Electrical Equipment in Flammable Atmosphere (UK)
PTB	Physikalisch Technische Bundesanstalt (Germany)
UL	Underwriter's Laboratory (USA)
FM	Factory Mutual Research Corporation (USA)
Or any other testing or facility accredited to issue ATEX or IECEx certificate.	

iv. Allowable voltage drops

The maximum allowable voltage drops, as a percentage of system nominal line to line voltage, will be as follows:

Normal starting of motor, the voltage drop on the 415V bus	: 10%
Normal starting of large motor, the voltage drop on the 415V bus	: 10%
Main feeders	: 1%
All motor feeders at normal operation	: 3%
Lighting feeders	: 2%
Lighting branch circuit from lighting panel to the furthest fittings	: 3%

v. Earthing System

The earthing protection system shall be to protect against indirect contacts (due to failure of insulation), electrostatic discharges and lightning. The systems shall be realized with a common loop.

Earthing systems shall consist of loops installed around all buildings, structures, distribution centres etc. The network shall consist of earthing conductors, earthing electrodes, equipment conductors etc.

vi. Distribution and Utilization

- a) The existing installed electrical capacity shall be assessed, and additional power supply shall be provided to meet the power requirements of the total facility.
- b) Cable trenches for power cabling in accordance with the approved design.
- c) Sizes of cables shall be to cater the total actual load and 20 % extra capacity for the future expansions.
- d) Cables shall be made out of stranded Copper conductors, XLPE insulated, Steel Wire Armoured and PVC sheathed according to BS 5467. The voltage rating shall be 600 / 1000 V.
- e) A minimum clearance of 1 meter shall be provided behind all switchboards for access and maintenance. A minimum clearance of 2.5 meters shall be provided in the front of switchboards.
- f) Minimum clearance of 2 meters shall be provided between the highest point of the switchgear and the ceiling.
- g) Cable tray/ladder racks shall be provided in structural concrete trenches for incoming and outgoing cable and inter-panel connections, as appropriate for the method of cable routing for the building.
- h) Cables of different voltages shall be laid in different cable ladders.

vii. Power Control Centre (PCC)

- a) Outgoing feeder for MCC shall start from switchgear of 3 pole, 415V, required capacity and shall be metal enclosed for indoor use.
 - b) Closing mechanisms shall be of trip-free type, hand operated and shall be provided with electrical and mechanical tripping devices and ON/OFF indication.
 - c) Red and green lamps to indicate the closed and open positions respectively shall be provided on circuit breaker panel.
 - d) The 415V switchgear shall be supplied with all necessary voltmeters, ammeters, fuse links, small wiring, auxiliary switches and/or relays, space heaters, mechanical indicators, earthing and locking facilities, termination for power and control cables, etc.
- viii. Motor Control Centre (MCC)
- a) MCC shall be metal-clad, free-standing, fully enclosed type with minimum IP55 protection.
 - b) Modular construction with separate cubicle for each motor feeder, fully wired with labeled terminals.
 - c) Motor feeders shall be VFD type as per application (VFD for variable speed/energy-efficient drives).
 - d) Each feeder shall include protection: short circuit, overcurrent, overload, single phasing, phase unbalance, and earth fault etc.
 - e) VFD feeders shall have built-in protections, speed control, and communication capability for PLC/SCADA integration.
 - f) Indication lamps on each module: Red – Run, Green – Stop/Healthy, Amber – Trip/Fault.
 - g) MCC shall be compatible with PLC/SCADA for remote monitoring and control.
 - h) Minimum 20% spare capacity for future expansion.
 - i) Design and manufacture shall comply with IEC 61439 / IEC 60204 standards.
- ix. Lighting System
- a) Lighting system shall provide minimum 300 lux at 0.75 m working plane for all areas.
 - b) Loading Gantry: Design illumination not less than 500 lux with uniform and adequate vertical lighting for safe operation.
 - c) Pump House / MCC / Control Rooms: Minimum 300 lux (preferably higher for maintenance areas).
 - d) System shall ensure uniform illumination, minimal shadowing, and reliable operation for night and emergency conditions.
 - e) Yard lighting shall provide 200 – 300 lux to support safe movement and visibility.

x. Lighting Fixtures

- a) Lighting fixtures shall be LED type, suitable for outdoor use and site environmental conditions.
- b) Fixtures installed in hazardous areas shall comply with IEC 60079 series and relevant area classification.
- c) Zone 1 areas: Lighting fixtures shall be Ex-proof (Ex d or Ex e as applicable), suitable for Zone 1 hazardous locations.
- d) Zone 2 areas: Lighting fixtures shall be Ex e / Ex n (or equivalent), certified for Zone 2 use.
- e) Fixtures shall have minimum IP65 protection for outdoor installation.
- f) All fixtures shall be from reputed manufacturers, suitable for oil & gas applications, and approved by the Employer.

6.4.7.11. Minimum Technical Specifications for Instrumentation

i. Batch Controller

Item no.	Item Description	Minimum Specifications / Features
1	Type	Batch Loading Controller
2	Protection	Ex-proof to Zone 1, T6 gas group IIA / IIB Weather proof to IP 66.
3	Mounting	Field Mounted
4	Operating temperature	-10 °C to +50 °C
5	Display	Graphical with Alpha Numeric backlit LCD/LED display. Display parameters shall have pre-set quantity, loaded and remaining volume of the current batch, product name, gross and net volume/ mass, date & time, flow rate, Engineering units, Meter factors, alarms etc.
6	Input	- Input from main product flow meter. 4-20 mA inputs and RTD input. Safety permissive interlock input from grounding unit including loading arm position sensor, overspill detector & ESD push button.

Item no.	Item Description	Minimum Specifications / Features
7	Output	- Control signals to digital control valve. - Pump Demand output for pump sequencing. - Unit Pulse Output. - Configurable alarm outputs.
8	Interlock failure	- Flow rate out of limits - Temperature failure - Unable to close valve meter - Common failures. - Unauthorized flow - Low flow rate - Overfill protection
9	Diagnostics	Status LEDs in front panel for indicating alarm, operation mode & permissive power.
10	Features	- Communication facility with the existing Terminal Automation system. - Should be configurable to operate the DCV to start and stop in low flow rates to prevent static built-up of the product. Different flow rates are required with maximum flow rate as per the design. - Each unit shall be provided with keypad and alpha numeric display facility. - Configuration locking facility to avoid unauthorized access. - Configurable parameters and sealing provision for weights and measures. - Flow cut off through DCV in event of power failure. - Emergency stop for signals from emergency shutdown switches. - Configuration shall be stored in either volatile or nonvolatile memory with battery backup. - Batch Controller should have minimum two levels of security systems along with different password. - Shall have self-diagnostic features. - Density, Pressure and temperature compensation. - Shall be operated in manual mode. - Built In surge protection. - The batch controller shall provide automatic temperature compensation to 15°C as per API MPMS Chapter 11, using RTD (Pt100) input, and shall display gross and net volumes for accurate

Item no.	Item Description	Minimum Specifications / Features
		custody transfer during gantry loading.
11	Communication	Modbus protocol with dual RS-485/RS-422 serial communication to Terminal Server.
12	Certification	ATEX Directive 2014/34/EU – Category II 2G. MID Directive 2014/32/EU. EMC Directive 2014/30/EU

ii. Positive Displacement Flow Meter

Item no.	Item Description	Minimum Specifications / Features
1	Function	Measuring of Volume Flow rate and sending measurement to the BCU
2	Type	Positive Displacement (PD), rotary vane type flow meter suitable for custody transfer measurement of petroleum products
3	Nominal Size	3" for rail tanker and 4" for road tanker, Flanged
4	End Connections	ANSI 150 RF Flanged
5	Max. Flow Rate	3" $\geq 1,400$ L/min, 4" $\geq 2,600$ L/min
6	Accuracy	± 0.1 %
7	Repeatability	± 0.01 %
8	Max. Working Pressure	As per the design
9	Operating temperature	-10 °C to $+50$ °C
10	Construction	Carbon steel body and covers, aluminum rotor, non-sparking vanes, stainless steel shaft and bearings, nitrile gaskets.
11	Output & Instrumentation	Pulse signal suitable for batch controller
12	Certification & Compliance:	- OIML R117. - ATEX Directive 2014/34/EU – Category II 2G - PED Directive 2014/68/EU - MID Directive 2014/32/EU (where applicable)
13	Power supply	230V, 50Hz
14	Protection	Ex-proof to Zone 1, T6 gas group IIA / IIB Weather proof to IP 66 or better.

iii. Digital Control Valve (DCV)

Item no.	Item Description	Minimum Specifications / Features
1	Type	Digital Control Valve (DCV) for petroleum batch loading (top/bottom loading systems)
2	Function	Flow control based on BCU/preset signals, multi-stage (minimum 2/3 stage) flow control, high accuracy shut-off, integral non-return function, and pressure regulating capability
3	Nominal Size	3" for rail tanker and 4" for road tanker
4	End Connections	ANSI B16.5, Class 150 RF flanged
5	Max. Flow Rate	3" $\geq$ 1,400 L/min, 4" $\geq$ 2,600 L/min
6	Max. Working Pressure	As per the design
7	Operating temperature	-10 °C to +50 °C
8	Construction	- Carbon steel body (ASTM A216 WCB or equivalent) - Nitrile (NBR) diaphragm/ Piston Type - Viton (FKM) seals - Stainless steel (SS316) pilot tubing and internals
9	Actuation	Solenoid operated, 230V AC, 50 Hz, suitable for hazardous area
10	Protection	- Ex-proof suitable for Zone 1, minimum Ex d IIB T6 (or better) - Ingress protection: IP66 minimum
11	Fail-safe Action	Fail-close (valve shall close on power/air failure)
12	Control & Integration	Compatible with Batch Control Unit (BCU) and preset systems, provision for open/close status feedback signals
13	Accuracy	Capable of high accuracy batch control ($\pm 0.1\%$ or better, system dependent)
14	Response Time	Fast closing / anti-surge design to prevent hydraulic shock
15	Certification	ATEX 2014/34/EU (Category II 2G) PED 2014/68/EU
16	Standards	Designed/manufactured as per API / ISO / OIML R117 (where applicable for custody transfer systems)

17	Make	From reputed manufacturers commonly used in oil & gas terminals
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iv. Grounding Device

Item no.	Item Description	Minimum Specifications / Features
1	Function	To detect proper grounding of the tank truck
2	Signal Input	Through Earth point at loading Area Probe from body of an earthed tank truck
3	Enclosure	Ex-proof to Zone 1, T6 gas group IIA / IIB Weather proof to IP 66.
4	Control output	1 nos. of Potential Free contacts (SPDT) rated for 230VAC,1A
5	Accessories	Each Grounding Device shall consist of 01 No. Flexible coiled cable of 16 feet with Crocodile Clamp.

v. Temperature Sensors

Item no.	Item Description	Minimum Specifications / Features
1	Function	Measures product temperature and provides input for temperature compensation and accurate volume calculation during loading operations.
2	Type	RTD Pt100, 3-wire
3	Output	4–20 mA via head-mounted transmitter (HART optional)
4	Accuracy	Class A (IEC 60751)
5	Range	–10°C to +100°C (typical for petroleum products)
6	Wetted Parts	SS316 / SS316L, flanged/threaded
7	Response Time	Suitable for real-time batch measurement
8	Protection	IP65 / IP66
9	Hazardous Area	Ex-proof (Ex d / Ex ia) suitable for Zone 1 / Zone 2
10	Installation	At flow line / meter outlet for temperature compensation

Item no.	Item Description	Minimum Specifications / Features
11	Standards	IEC 60751, IEC 60079

vi. Pressure Transmitter

Item no.	Item Description	Minimum Specifications / Features
1	Function	Measures line and pump (suction/discharge) pressure and provides continuous signal for process monitoring, pump protection (dry run/cavitation), and control/interlocks.
2	Type	Smart pressure transmitter (gauge / absolute as applicable)
3	Output	4–20 mA with HART / Modbus
4	Accuracy	±0.1% of span or better
5	Range	As per service (typ. 0–10 / 0–16 bar for gantry lines as applicable)
6	Wetted Parts	SS316 / SS316L
7	Process Connection	As per the design
8	Protection	IP66 / IP67
9	Hazardous Area	Ex-proof (Ex d / Ex ia), suitable for Zone 1 / Zone 2
10	Features	Zero/span adjustment, local display (optional), surge protection
11	Standards	IEC 60079, IEC 61508 (where applicable)

vii. Pressure Regulating Valve

Item no.	Item Description	Minimum Specifications / Features
1	Function	Maintain the required header pressure, protect downstream system from overpressure, and ensure stable flow during pump operation.
2	Type	Pilot operated pressure regulating / pressure sustaining valve suitable for petroleum product service.
3	Size	As per the design and header line size.

Item no.	Item Description	Minimum Specifications / Features
4	End Connection	Flanged, ANSI B16.5 Class 150 RF minimum, or as per piping class.
5	Body Material	Carbon steel, ASTM A216 WCB or equivalent.
6	Trim / Internals	Stainless steel SS316 minimum.
7	Seat / Seal Material	NBR / Viton or equivalent, suitable for petroleum products.
8	Pressure Rating	As per system design pressure, but not less than the piping design pressure.
9	Set Pressure Range	Adjustable, as required by pump header operating conditions.
10	Operation	Self-actuated / pilot operated with stable control under varying flow conditions.
11	Standards	Design and manufacture shall comply with relevant API / ASME / IEC / ISO standards and approved oil & gas industry practice.

viii. Motor Operated Valve

Item no.	Item Description	Minimum Specifications / Features
1	Type	Electrical Actuator with butterfly valve
2	Max. Working Pressure	As per the design
3	Local Operation	Push Button for Open and Close
4	Hand Wheel	For Manual Operation
5	Mechanical Limit Switch	Position OPEN/CLOSE
6	Tripping Torque	Opening and Closing
7	Local Indicators	Position Indicator Open, close, fault bulb indicators
8	Remote Operation and Indication	Open, Close, Local, Fault, Emergency Stop
9	Protection	Ex-proof to Zone 1, T6 gas group IIA / IIB

		Weather proof to IP 66.
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ix. Emergency Shutdown Button (ESB)

Item no.	Item Description	Minimum Specifications / Features
1	Type	Key-release type - the operator is pushed in and locks into position to stop; released only with a key.
2	Color coding	Red
3	Construction	Temper Proof
4	Protection	Ex-proof to Zone 1, T6 gas group IIA / IIB Weather proof to IP66.

x. Emergency Telephone

Item no.	Item Description	Minimum Specifications / Features
1	Functions	Basic telephone functions
2	Type	Analog Telephone
3	Ringing Tone	Shrill warble tones 80 dBA @ 1 meter
4	Dialing	LD (pulse) or MF (tone); User selectable
5	Power Supply	Drawn from telephone line
6	Mounting	Wall or Post
7	Protection	Ex-proof to Zone 1, T6 gas group IIA / IIB Weather proof to IP66.

xi. Control Cables

Item no.	Item Description	Minimum Specifications / Features
1	Reference Standard	BS EN 50288-7 or latest
2	Conductor type	Annealed copper conductors as per BS 6360
3	Size	As per the design

6.4.7.12. Specification for Generator

Item no.	Item Description	Minimum Specifications / Features
1	Type	Diesel engine driven generator set
2	Capacity	1000 kVA (800 kW), 50 Hz, 400/415 V, 3-phase, 4-wire, 0.8 power factor, 1500 rpm, radiator cooled and tropicalized, suitable for industrial standby duty. (Capacity to be reviewed by the bidder/ the Contractor as per the total design)
3	Diesel Engine	4-stroke, turbocharged and aftercooled heavy-duty diesel engine with electronic governor, 24 V DC electric start, heavy-duty air filter, industrial exhaust silencer.
4	Alternator	Brushless synchronous alternator, Class H insulation, Class F temperature rise, IP23 protection, voltage regulation $\pm 1\%$, THD $\leq 5\%$, digital AVR.
5	Control & Protection	Microprocessor-based controller with full engine and generator metering, automatic shutdowns and alarms, Manual/Auto/Remote operation, Modbus RTU/TCP communication capability.
6	Base Frame & Day Fuel Tank	Heavy-duty steel base frame with anti-vibration mounts. Integral diesel day tank sized for minimum 8 hours operation at 75% load, with level gauge, low/high level switches, drain and vent.
7	Cooling System	Radiator sized for minimum 50 °C ambient temperature with protective guards
8	Acoustic Enclosure	Factory-built outdoor acoustic enclosure, weatherproof and corrosion resistant, noise level ≤ 75 dB(A) at 1 m, lockable doors, fire-retardant acoustic insulation, external emergency stop, minimum protection IP23.
9	Bulk Fuel Storage Tank	Type: Above-ground horizontal cylindrical diesel. fuel storage tank Nominal capacity: 6,600 litres. Material: Carbon steel, welded construction. Internal coating: Diesel compatible corrosion protection. External coating: Epoxy / polyurethane paint suitable

Item no.	Item Description	Minimum Specifications / Features
		for outdoor tropical environment. Minimum one bolted manhole for inspection and cleaning. Spill Containment shall be constructed.
10	Standards & Compliance	ISO 8528 – Generator sets ISO 3046 – Engine performance IEC 60034 – Alternators EMC Directive 2014/30/EU Low Voltage Directive 2014/35/EU

6.4.7.13. Specification for Transformer

Item no.	Item Description	Minimum Specifications / Features
1	Type	Distribution Transformer (purchases from CEB)
2	Capacity	1000 kVA, Oil-immersed distribution transformer, 50 Hz, 400/415 V, 3-phase, 4-wire, 50 Hz, 400/415 V, Vector group: Dyn11, (Capacity to be reviewed by the bidder/ the Contractor as per the total design)
3	Voltage Ratings	High Voltage (HV): 11 kV Low Voltage (LV): 400 / 231 V, 3-phase, 4-wire Voltage variation: $\pm 10\%$ Neutral: Fully brought out and suitable for earthing
4	Impedance and Losses	Percentage impedance: 6–8% No-load and load losses shall comply with CEB / Lanka utility loss limits. Guaranteed losses shall be declared by the manufacturer and shall form part of bid evaluation
5	Insulation and Temperature Rise	Insulation class: Class A Maximum temperature rise above ambient: Oil: $\leq 60^{\circ}\text{C}$ Windings: $\leq 65^{\circ}$
6	Applicable standards	IEC60076

6.4.7.14. Specification for Painting and Corrosion Protection

This specification covers the requirements for surface preparation and the application of protective painting and corrosion protection coatings to all structural, mechanical, and ancillary components forming part of the Works.

i. Surface Preparation

All the surfaces which are to be painted to be blast cleaned to Swedish Standard SA 2 ½ by Grit/ Sand blasting and to a visual standard in accordance with ISO 8501-1

ii. Painting of Piping System, Steel structures and Water Tank

The Coating system shall be fully resistant to refined petrochemicals including Gasoil, Gasoline, Kerosene, Fuel Oil, Jet Fuel and all the additives such as MTBE, Ethanol, GTBE and other derivatives and seawater. Method of Application shall be Air Less Spray.

a) Exterior Coating System for Piping System, Steel structures and Water Tank

All external surfaces of pipelines, steel structures, tanks (including roofs), stairways, handrails, stanchions, draw-off sumps, and associated attachments within the filling facility shall be protected by a coating system complying with ISO 12944:2018, Corrosivity Category C4, with a minimum durability of High (15–25 years).

Coating System	Generic Name	Minimum DFT
Primer Coating	Epoxy primer	60 µm.
Intermediate Coating	polyamide-cured epoxy	75 µm
Finish Coating	Aliphatic Polyurethane	75 µm
Minimum Total Dry Film Thickness		210 µm

1m band of bottom most shell course of Water Tank exterior shall be painted with additional 100 microns intermediate coat before finish coat to accomplish.

The intermediate coating system shall be applied on Primer coating and it shall be fully compatible with the Primer. Coating system shall be fully resistant to abrasion, UV and adverse weather conditions. There should be contrasting colour shades between each coat. Recoating interval of top coating shall be unlimited.

b) Bottom Underside Coating System for Water Tank

The undersides of the bottom plates are to be painted after grit blast cleaning.

Coating System	Generic Name	Minimum DFT
Primer Coating	Epoxy primer	60 μm .
Intermediate/ Finish Coating (2 nos. coating)	Thin Film Chemically Resistant Epoxy Polyamine Adduct-Cured, Anticorrosive, Water-Resistant Coal Tar Tank Coating	300 μm (150 μm x2)
Minimum Total Dry Film Thickness		360 μm

The intermediate/ finish coating system shall be applied on Primer coating and it shall be fully compatible with the Primer.

c) Water Tank Interior Coating System

Interior Coating system shall comply with ISO 12944-2018, C5 category (or ISO 16961:2015: Petroleum, Petrochemical and Natural Gas Industries - Internal Coating and Lining of Steel Storage Tanks) with minimum of High durability class (15-25 years of durability).

Coating System	Generic Name	Minimum DFT
Primer Coating	Epoxy primer	60 μm .
Intermediate/ Finish Coating (2 nos. coating)	Thin Film Chemically Resistant Epoxy Phenolic Tank Coating	300 μm (150 μm x2)
Minimum Total Dry Film Thickness		360 μm

The intermediate/ finish coating system shall be applied on Primer coating and it shall be fully compatible with the Primer. Each coat shall be Light Grey or Light Green colour and there should be contrasting colour shades between each coat.

d) Solvents

Compatible and manufacture approved solvents in quantities as specified in the manufactures datasheets shall be supplied for mixing each product in the coating systems.

e) Painting Colours

The painting colours to be used will be as specified in the following table. Prior approval from the Employer shall be obtained for the top Coat. However, the Employer could advice his preferable colour.

Item	Description	Colour
1	Product Pipes / Valve Body	White
2	Fire Water pipe lines	Red
3	Foam Pipelines	Yellow
4	Pumps	Light Gray
5	Motors	Light Gray
6	Valve Handle	Product Colour
7	Steel Structures / Platforms	Light Gray
8	Hand Rails	Yellow
9	Water Tanks	Interior: Light Green Exterior: White
10	Water Tank Bottom	Black

f) Other Requirements

- The paint shall not contain metallic zinc, Aluminium, lead, cadmium, copper or copper alloys for coating systems.
- It is the manufacturer's responsibility to ensure that the paint shall not contain ingredients which may be harmful during application or subsequent removal when operations are carried out in accordance with the manufacturers' instructions.
- Stripe coating 3 times on welding joins & sharp edges before each paint code and other required are to be stripped coated as required.
- Application of paint depending on the preparation of paint and the weather.

g) Documents

- Comprehensive paint system detail report including all technical information, shall be submit along with the bid.
- Conformation of the paint system from paint manufacture.
- Product Data Sheets (PDS) and Safety Data Sheets (SDS) shall be supplied for each and every product in the coating systems.
- Painting carried out under doubtful weather condition is the responsibility of contractor. If any painting is found to be unacceptable the particular surfaces shall be made paint free and repainted at contractor's expense.

iii. Hot dip Galvanizing

- a) All hot-dip galvanizing works shall conform to ASTM A123 or BS EN ISO 1461:2009. The average minimum coating thickness shall be 85 microns for the foam feed and sprinkler systems, including all associated pipes, fittings, flanges, supports, pipe rack and trench supports, and all gratings.

- b) Touch up painting with Zn rich paint shall be attended on the galvanized surfaces wherever required after installation.
- c) Certificate from the galvanizing company stating that all the specifications of the bidding document were met shall be submitted to the Employer after completion of galvanizing work.

DUPLICATE

**PART III - CONDITIONS OF CONTRACT
AND CONTRACT FORMS**

Section 7 - General Conditions of Contract (GCC)

General Conditions of Contract (GCC)

The Conditions of Contract applicable to this Contract shall be the FIDIC Conditions of Contract for EPC / Turnkey Projects, First Edition 2017 Published by the Federation Internationale Des Ingenieurs Conseils (FIDIC) comprising General Conditions of Contract (GCC) as published by FIDIC and Particular Conditions of Contract (PCC) as given in this document.

Silver Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for EPC/Turnkey Projects (“Silver book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC), together with the Particular Conditions, which include the Employer’s Conditions of Particular Application (COPA) and all amendments, additions, and modifications to the General Conditions as specified in this Contract.

An original copy of the above FIDIC publication i.e. “Conditions of Contract for EPC/Turnkey Projects” must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

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FIDIC Code: ISBN13: 978-2-88432-083-2

Section 8 - Special Conditions of Contract (SCC)

Special Conditions of Contract (SCC)

The following Particular Conditions shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Part A - Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.17	Not Applicable
Defects Notification Period (DNP)	1.1.24	365 Calendar days
The Employer's Representative	1.1.30	Deputy General Manager (Engineering and Support Services)
Site	1.1.67	Country - Sri Lanka Province - Western District - Colombo Zone 07 at CPSTL Oil Installation Kolonnawa
Time for Completion	1.1.76	540 Calendar days
Milestones	1.1.85	If Milestones are to be used in accordance with Sub-Clause 4.26, refer to Table: Summary of Milestones below
Electronic transmission system	1.3 (a)(ii)	Not Applicable
Address of Employer for communications	1.3 (d)	Name: Chairman Address: Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

Conditions	Sub-Clause	Data
Address of Employer's Representative for communications	1.3 (d)	Name: Deputy General Manager (Engineering and Support Services) Address: Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.
Address of Contractor for communications	1.3 (d)	..... ..... ..... .....
Governing Law	1.4	The Law that applies to the Contract is the Law of The Democratic Socialist Republic of Sri Lanka
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of letter of acceptance
Number of additional paper copies of Contractor's Documents	1.8	Two
Total liability of the Contractor to the Employer under or in connection with the Contract	1.14	The total liability of the Contractor to the Employer under or in connection with the Contract shall not exceed 110% of the Accepted Contract Amount, except for the exclusions stated in Sub-Clause 1.14 of the Conditions of Contract.
Time for access to the Site	2.1	No later than the Commencement Date
Performance Security	4.2	The performance security will be in the form of a Performance Security in the amount(s) of 5% in the currencies and proportions in which the Accepted Contract Amount is payable. Performance Security acceptable to the Employer given in the Form for Performance Security given

Conditions	Sub-Clause	Data
		in the procurement document shall be a Guarantee obtained from; - a commercial bank operating in Sri Lanka with a valid licence issued by the monetary board of Sri Lanka, - a bank based in another country but the guarantee “backed and confirmed” by a bank in Sri Lanka with a valid licence issued by the monetary board of Sri Lanka. (Local bank and the bank based in another country shall jointly bear the responsibility in case of encashment of the security) The Performance Security shall be valid until 28 days beyond the expected completion date of Defects Notification Period (DNP).
Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price)	4.4(a)	30%
Parts of the Works for which subcontracting is not permitted	4.4(b)	Except as stated below, subcontracting of parts of the Works shall be permitted in accordance with Sub-Clause 4.4 of the Conditions of Contract. Without limiting the Contractor’s obligations under Sub-Clause 4.4 [Subcontractors] of the Conditions of Contract, the Contractor shall not subcontract the following parts of the Works: a. Overall engineering and design responsibility for the product loading facilities development at Zone 07, including total system integration and interface management across all phases; b. Overall project management, construction management, and Health, Safety, Security and Environmental (HSSE) management of the Works; c. Construction, installation, testing, and commissioning of the road tanker and rail tanker loading gantries and all associated civil, structural, mechanical, piping, electrical, and fire protection works under Phase 1; and d. Overall pre-commissioning, commissioning, performance testing, certification, and final

Conditions	Sub-Clause	Data
		handover of the gasoline handling facilities. Subcontracting shall be permitted only for the Terminal Automation System, subject to the prior consent of the Employer and full compliance with the Conditions of Contract. Notwithstanding any approval granted, the Contractor shall remain fully responsible for the acts, defaults, and omissions of any Subcontractor.
Subcontractors for which the Contractor shall give Notice before: (i) intended appointment (ii) intended commencement of work and (iii) intended commencement of work on Site	4.4	The Contractor shall give Notice to the Employer in advance for the following subcontractors and activities: (i) Intended appointment of any subcontractor for specialised or safety-critical parts of the Works, including but not limited to Terminal Automation System. (ii) Intended commencement of work by such subcontractor (iii) Intended commencement of work on Site by such subcontractor Minimum Notice Period: The Notice shall be given not less than twenty-one (21) days prior to each intended event. Supporting Information: Each Notice shall be accompanied by details of the proposed subcontractor's: • scope of work, • relevant experience, • key personnel, • quality assurance and HSSE arrangements. Employer's Approval: Commencement of subcontracted works shall be subject to prior written approval of the Employer. Responsibility: Approval or failure to object by the Employer shall not relieve the Contractor of any obligation, duty, or liability under the Contract, and the Contractor

Conditions	Sub-Clause	Data
		shall remain fully responsible for the acts, omissions, and performance of all subcontractors.
Period of payment for temporary utilities	4.19	Not Applicable CPSTL shall not provide any temporary or permanent utilities including electricity, water, gas, compressed air, fuel, or telecommunications for execution of the Works. The Contractor shall be solely responsible for the provision, operation, maintenance, and cost of all utilities required for the performance of the Contract for the entire duration of the Works, including testing, pre-commissioning, commissioning, and Defects Notification Period, where applicable.
Number of additional paper copies of progress reports	4.20	Two (02) copies Electronic submission: In addition to the above paper copies, the Contractor shall submit one (01) electronic copy of each progress report in searchable PDF format, via email or other electronic means as directed by the Employer's Representative.
Normal working hours	6.5	Normal working hours shall be as follows: i. Normal working hours within the CPSTL premises shall be from 0730 hours to 1630 hours on weekdays, unless otherwise stated in the Contract. ii. The existing road tanker and rail tanker loading gantries at Zone 07 shall remain in operation throughout the Contract Period. The Contractor shall plan, sequence, and execute the Works in full coordination with the operating schedules of the existing facilities, which are operated on weekdays from 0730 hours to 1630 hours and on weekends from 0730 hours to 1630 hours, and shall ensure that no disruption is caused to ongoing petroleum product loading operations. iii. Subject to the Contractor's approved Work Programme, construction activities may be carried out outside the operating hours of the existing gantries, including extended hours on weekdays, weekends, and Statutory Holidays,

Conditions	Sub-Clause	Data
		provided that prior written approval is obtained from the Employer's Representative and that such works do not interfere with terminal operations. iv. Works proposed to be carried out outside normal working hours or on non-working days shall be limited to activities that do not affect ongoing operations and shall be executed in accordance with approved method statements, HSSE plans, and permit-to-work requirements. v. For works carried out outside CPSTL premises, including public roads or areas under the jurisdiction of external authorities, working hours shall be in accordance with permits and approvals issued by the relevant authorities, subject to compliance with approved HSSE and traffic management plans. vi. The Contractor shall obtain all necessary permits and approvals for extended or restricted working hours and shall ensure compliance with applicable labour laws, safety regulations, and CPSTL operational requirements. vii. Any restrictions on access, working hours, sequencing of activities, or suspension of specific works arising from ongoing terminal operations, safety requirements, or permit-to-work conditions shall be deemed to have been allowed for in the Contract Price and the Time for Completion, and shall not entitle the Contractor to any extension of time or additional payment, unless otherwise expressly instructed in writing by the Employer.
Programme	8.3	Additional Requirement The Contractor's Programme shall clearly identify all tie-in works, interfaces with existing facilities, shutdown windows, permit-dependent activities, and works proposed to be carried out outside normal operating hours, and shall be subject to review and approval by the Employer's Representative.
Number of additional paper copies of programme	8.3	Two (02) copies Electronic submission requirement:

Conditions	Sub-Clause	Data
		In addition to the above, the Contractor shall submit one (01) electronic copy of the Programme in Primavera P6 native format (.xer or .xml) and one (01) electronic copy in PDF format. The Programme shall be a fully logic-linked, resource- and cost-loaded programme and shall include, as a minimum: a) detailed activity breakdown covering engineering, procurement, construction, testing, pre-commissioning, and commissioning; b) clearly identified Critical Path and associated critical activities; c) labour histograms by trade and discipline; d) cash flow forecasts and cost curves aligned with the Contract Price and payment milestones; e) interface milestones with statutory authorities, existing operating facilities, and third parties; f) key submissions, approvals, and procurement lead times; g) clearly identified tie-in works, shutdown windows, and permit-dependent activities, including activities restricted to non-operating hours in accordance with Clause 6.5; and h) consistency with approved method statements, HSSE plans, and operational constraints of the existing facilities. The Programme submitted and approved by the Employer's Representative shall constitute the Baseline Programme. Any revisions shall be clearly identified, justified, and resubmitted in the same formats. The Programme shall be updated and resubmitted in the same formats at intervals specified in Sub-Clause 4.20 (Progress Reports) or as otherwise directed by the Employer's Representative.
Early Notification of Potential Delay	8.4A	If the Contractor becomes aware of any matter which may adversely affect the Time for Completion, achievement of Milestones, or the Critical Path, the Contractor shall notify the Employer within seven (7) days of becoming aware of such matter, together with details of the potential impact and proposed mitigation measures.

Conditions	Sub-Clause	Data
		Such notification shall be for information and mitigation purposes only and shall not of itself constitute a Notice of Claim, nor shall it relieve the Contractor of its obligations under Sub-Clause 20 (Contractor's Claims).
Delay Damages payable for each day of delay	8.8	0.01% of the Accepted Contract Amount per day, less provisional sum (if any). This amount shall also be applied for the purposes of Sub-Clause 8.8 and, where applicable, for determination by the Dispute Avoidance / Adjudication Board (DAAB).
Maximum amount of Delay Damages	8.8	10% of the Accepted Contract Amount, less provisional sum. This amount shall also be applied for the purposes of Sub-Clause 8.8 and, where applicable, for determination by the Dispute Avoidance / Adjudication Board (DAAB).
Provisional Sums	13.4	Not allowed The Contractor shall include all costs necessary to complete the Works in the Lump Sum Contract Price. No Provisional Sums shall be included, and no additional payment will be made for any Provisional Sum.
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4(b)(ii)	Not applicable, as Provisional Sums are not included in this Contract.
Total Advance Payment	14.2	20% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable. The Advance Payment Guarantee shall be unconditional, irrevocable, payable on first demand, and issued in the form attached to the Procurement Documents. The advance payment securities issued by the following agencies are acceptable; • a commercial bank operating in Sri Lanka with a valid licence issued by the monetary board of Sri Lanka, • a bank based in another country but the

Conditions	Sub-Clause	Data
		guarantee “backed and confirmed” by a bank in Sri Lanka with a valid licence issued by the monetary board of Sri Lanka. (Local bank and the bank based in another country shall jointly bear the responsibility in case of encashment of the security) Number and timing of instalment for Advance Payment: <u>Stage I:</u> The first ten percent (10%) of the Initial Contract Price shall be paid within fourteen (14) days from the date of receipt by the Employer of: - the Performance Security in accordance with Sub-Clause 4.2; - the Advance Payment Guarantee in accordance with Sub-Clause 14.2; and - valid insurance policies effected in accordance with Clause 19 (Insurances), in form and substance acceptable to the Employer. <u>Stage II-</u> The balance ten percent (10%) of the Initial Contract Price shall be paid upon successful mobilization at Site, as verified by the Employer’s Representative, and upon receipt of the Mobilization Advance Payment Guarantee, confirmation of continuation of all required insurances under Clause 19, and compliance with the approved Programme.
Period of payment of Advance Payment to the Contractor	14.2.2	28 days
Repayment of Advance Payment	14.2.3	- exceeds 10% of the portion of the Accepted Contract Amount payable in that currency less Provisional Sums - deductions shall be made at the amortisation rate of 25%
Period of payment	14.3	Milestone Payments Payments shall be made within 35 days of receipt of a properly completed Application for Payment.

Conditions	Sub-Clause	Data
		▪ Applications for Payment shall include: • Progress reports in the format required by the Employer • Relevant milestone completion certificates • Detailed cost breakdown of work performed (as per Bid submissions: unpriced for Technical Bid, priced for Price Bid) ▪ Milestone Payment Schedule: • The Contractor shall submit, as part of its Bid, a detailed milestone payment schedule showing proposed stages of work completion for interim payment purposes. • Milestones shall reflect the Contractor's planned work sequence and methodology. • The Employer reserves the right to review and approve the proposed Milestone Payment Schedule prior to contract award. • Milestone payments are interim payments only; the Lump Sum price remains fixed and is not adjusted according to milestone payments. • The value of any single milestone shall not exceed ten percent (10%) of the Accepted Contract Amount. • The Contractor shall be entitled to submit only one (01) Application for Payment in any calendar month. • Each milestone shall be indivisible and shall be claimed in full only upon achievement of the complete milestone. Partial, split, staged, or proportionate certification of a milestone shall not be permitted. • Any milestone having a value exceeding ten percent (10%) of the Accepted Contract Amount shall be deemed non-compliant and shall not be eligible for payment until the milestone structure is revised and approved by the Employer. • No aggregation, restructuring, or sequencing of milestones shall be used to circumvent the above limitations. ▪ Typical examples of milestones (for reference only, bidder to propose actual schedule): • X% upon completion of overall engineering. • Y% upon completion of major civil works.

Conditions	Sub-Clause	Data
		• Z% upon completion of Procurement of critical material • etc. • Remaining % upon Taking-Over of all Works, including testing, pre-commissioning, and commissioning. ▪ Retention / Deductions: As per Clause 14.3 and other relevant Contract Data. ▪ The Employer shall approve submitted milestone schedule before issuance of first interim payment. ▪ Lump Sum price remains fixed; milestone payments are for progress payment purposes only. ▪ Notwithstanding the above milestone payment provisions, the Employer's share of fees and expenses of the Dispute Avoidance/Adjudication Board (DAAB), payable in accordance with Clause 21, shall be reimbursed separately, shall not be linked to milestone achievement, and shall be payable upon submission of DAAB invoices together with satisfactory evidence of payment by the Contractor, as part of an Application for Payment.
Number of additional paper copies of Statements	14.3(b)	Two (02) copies Electronic submission requirement: In addition to the above, the Contractor shall submit one (01) electronic copy of each Monthly Statement / Application for Payment in editable Excel format, containing all relevant breakdowns, calculations, and summaries required for verification by the Employer. Precedence: The hard copies shall prevail in case of any discrepancy between paper and electronic versions.
Percentage of retention	14.3(iii)	10%
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5%

Conditions	Sub-Clause	Data
Plant and Materials	14.5(b)(i)	Deleted: Sub-Clause 14.5(b) is not applicable to this contract.
	14.5(c)(i)	Deleted: Sub-Clause 14.5(c) is not applicable to this contract.
Minimum amount of interim payment	14.6.2	Payments shall be made according to the approved Milestone Payment Schedule submitted by the Contractor and agreed by the Employer.
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	14.7(b)(i)	35 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment]	14.7(b)(ii)	56 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days
Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	For payments in Sri Lankan Rupees (LKR): The financing charge for any delayed payment shall be 1% per annum over the lending rate (AWPLR) of the Central Bank of Sri Lanka to commercial banks, calculated on the amount overdue for the period from the due date until the date of actual payment. For payments in foreign currencies (USD): The financing charge for any delayed payment shall be 1% per annum over the Secured Overnight Financing Rate (SOFR) for deposits in the relevant currency for the period from the due date until the date of actual payment. Calculation and application:

Conditions	Sub-Clause	Data						
		The financing charge shall accrue daily on the overdue amount and shall be payable together with the delayed payment.						
Number of additional paper copies of draft Final Statement	14.11.1(b)	Two (02) copies						
Currencies of Payment	14.15	Payments for Foreign Contractors: Payments shall be made in proportions, with USD component paid in USD and LKR component paid in LKR. Payments for Domestic Contractors: In accordance with Chapter 422, Section 4(1) of the Monetary Law Act, local contractors are not allowed to receive payments in foreign currencies. Therefore: • The USD component shall be converted into LKR and paid in LKR. Hence, the payments will be made by converting the USD component into LKR using the “Indicative Exchange Rate” published by Central Bank of Sri Lanka at the date of invoice and LKR component in LKR. In case Indicative Exchange Rate is not published, same of immediate previously available date will be applicable. • The LKR component shall be paid in LKR.						
Proportions or amounts of Local and Foreign Currencies	14.15(a)(i)	The Accepted Contract Amount and all payments under the Contract shall be made in the following currencies and proportions: <table><tr><th>Currency</th><th>Proportion of Accepted Contract Amount</th></tr><tr><td>Sri Lankan Rupees (LKR)</td><td>40%</td></tr><tr><td>United States Dollar (USD)</td><td>60%</td></tr></table>	Currency	Proportion of Accepted Contract Amount	Sri Lankan Rupees (LKR)	40%	United States Dollar (USD)	60%
Currency	Proportion of Accepted Contract Amount							
Sri Lankan Rupees (LKR)	40%							
United States Dollar (USD)	60%							

Conditions	Sub-Clause	Data
Currencies and proportions for payment of Delay Damages	14.15(c)	Proportions stated in Sub-Clause 14.15(a)(i)
Rates of exchange	14.15(g)	Foreign Currency shall be converted into LKR using the Indicative Exchange Rate published by the Central Bank of Sri Lanka on the date of the invoice. If the Indicative Exchange Rate is not available, the rate from the immediately preceding date shall apply.
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	i. The following Forces of Nature shall be deemed the Contractor's risk for all portions of the Works at Zone 07: - Floods, landslides, earthquakes, cyclones, and other natural events directly affecting execution of the Works; - Adverse weather conditions exceeding historical local data for the past 50 years at the project site; - Ice, floating debris, or other hazards that may impact transport of materials, equipment, or modules by sea to the project site (if applicable). ii. The Contractor shall assume full responsibility, cost, and risk for these events, including any delays, damages, or additional measures necessary to safely execute the Works. The Contractor shall plan, design, and execute all Works with adequate contingencies for the above conditions. iii. The Contractor shall not be entitled to extensions of time or additional payment for consequences arising from the above Forces of Nature, except where such events qualify as Exceptional Events under Clause 18 of the Conditions of Contract. iv. The Contractor shall comply with all applicable design codes, HSE standards, and environmental regulations to mitigate risks associated with Forces of Nature. v. Harbour, Port, and Marine Transport Restrictions

Conditions	Sub-Clause	Data
		All restrictions, limitations, working windows, navigational constraints, vessel movement controls, security requirements, and operational conditions imposed by port authorities or transport agencies for delivery of materials or equipment shall be deemed included in the Accepted Contract Amount. No additional payment or Extension of Time shall be granted due to such restrictions, except where expressly stated otherwise in the Contract.
Permitted deductible limits	19.1	The Contractor shall ensure that no insurance deductible shall be recoverable from the Employer under any circumstances. <u>insurance required for the Works:</u> Permitted deductible: Not exceeding 1% of the Accepted Contract Amount per occurrence. Coverage: All risks insurance for the full replacement value of the Works, from Commencement Date until issuance of the Taking-Over Certificate. <u>insurance required for Goods:</u> Permitted deductible: Not exceeding 1% of the insured value of the Goods per occurrence. Coverage: Loss or damage to Plant, Materials, and Goods during manufacture, transportation, storage, marine transit, and delivery to Site, including marine transportation. <u>insurance required for liability for breach of professional duty:</u> Permitted deductible: Not exceeding USD 100,000 (or equivalent) per claim. Coverage: Professional indemnity insurance covering design, engineering, and technical services carried out

Conditions	Sub-Clause	Data
		under the Contract, maintained until expiry of the Defects Notification Period. <u>insurance required against liability for fitness for purpose (if any is required):</u> Permitted deductible: Not exceeding USD 100,000 (or equivalent) per claim. Coverage: Liability arising from failure of the Works to achieve the Contractual fitness-for-purpose requirements. <u>insurance required for injury to persons and damage to property:</u> Permitted deductible: Not exceeding LKR 1,000,000 per occurrence. Coverage: Third-party liability insurance for personal injury, death, and damage to property arising out of or in connection with the execution of the Works, including damage to CPSTL facilities, structures, utilities, and public property. <u>insurance required for injury to employees:</u> Permitted deductible: As permitted under applicable Sri Lankan labour laws. Coverage: Employer's liability and workmen's compensation insurance in accordance with the laws of Sri Lanka. <u>other insurances required by Laws and by local practice:</u> Environmental Liability Insurance covering pollution, oil spills, and environmental damage arising from project activities. Any additional insurance required under the laws and regulations of Sri Lanka, and other

Conditions	Sub-Clause	Data
		applicable authorities.
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2(1)(b)	Twenty percent (20%) of the replacement value of the Works.
List of Exceptional Risks which shall not be excluded from the insurance cover for the Works	19.2(1)(iv)	The following Exceptional Risks shall be included in all insurances for the Works and shall not be excluded: a) Storms, cyclones, floods, landslides, and other extreme weather events; b) Earthquakes, subsidence, and soil instability affecting foundations or structures; c) Fire, explosion, lightning, and accidental damage to the Works or Contractor's equipment; d) Collision, impact, or damage involving vehicles, construction equipment, or transport vehicles delivering materials or modules to the site; e) Loss or damage arising from construction, erection, testing, and commissioning activities at the project site, including handling and installation of mechanical, electrical, and automation equipment.
Extent of insurance required for Goods	19.2.2	Extent: Insurance shall cover the Goods from the place of manufacture, through transportation (including marine transit), unloading at port, storage, inland transportation, handling, and until incorporation into the Works. Amount: Not less than one hundred and ten percent (110%) of the CIF value of the Goods, per shipment and in aggregate, including all duties, taxes, freight, handling, and incidental costs.
Amount of insurance required for Goods		
Amount of insurance required for liability for breach of professional duty	19.2.3(a)	Not less than twenty percent (20%) of the Accepted Contract Amount, per claim and in the aggregate, covering all design, engineering, and professional services performed under the Contract.
Insurance required against liability for fitness for purpose	19.2.3(b)	Yes

Conditions	Sub-Clause	Data
Period of insurance required for liability for breach of professional duty	19.2.3	From the Commencement Date until the expiry of the Defects Notification Period.
Amount of insurance required for injury to persons and damage to property	19.2.4	Not less than LKR 500 Million per occurrence, with an unlimited number of occurrences, for bodily injury (including death) to third parties and damage to property (excluding the Works).
Other insurances required by Laws and by local practice (give details)	19.2.6	Other insurances required by Laws and by local practice: a) Workmen's Compensation Insurance / Employer's Liability Insurance, in accordance with the Workmen's Compensation Ordinance (Chapter 153 of the Legislative Enactments of Sri Lanka) / Workmen Compensation Act, covering all employees of the Contractor and Subcontractors engaged in the execution of the Works. b) Motor Vehicle Third Party Insurance, as required under the Motor Traffic Act (Chapter 203), for all vehicles, plant, and equipment used in connection with the Works on public roads and public areas. c) Marine Insurance, including Hull and Machinery and Protection and Indemnity (P&I) insurance, where applicable. d) Environmental Liability / Pollution Insurance, covering accidental pollution, contamination, and clean-up costs arising from petroleum products, fuels, oils, or hazardous substances in connection with the Works, where such insurance is available in the insurance market. e) Any other insurance required by applicable Laws, regulations, or statutory authorities in Sri Lanka, relevant to the performance of the Works. All such insurances shall be maintained for the periods required under the applicable Laws and shall be in amounts sufficient to fully cover the Contractor's liabilities arising thereunder.

Conditions	Sub-Clause	Data
Time for appointment of DAAB member(s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	The DAAB shall be comprised of three (03) members. The DAAB shall be a standing DAAB and shall be appointed within twenty-eight (28) days after the Commencement Date. DAAB meetings and hearings shall, to the maximum extent practicable, be conducted virtually, unless a physical meeting is jointly agreed by the Parties.
List of proposed members of DAAB - proposed by Employer - proposed by Contractor	21.1	CIDA-based approach (local authority) List of proposed members of DAAB - The DAAB shall be comprised of three (03) members: - One (01) member proposed by the Employer. - One (01) member proposed by the Contractor. - One (01) member to be agreed by both Parties. - If either Party fails to nominate a member or the Parties fail to agree on the third member or on any replacement member, then upon the request of either Party, the Construction Industry Development Authority (CIDA) shall appoint the relevant member(s). - All appointed members shall be qualified, independent, and acceptable to both Parties.
Appointment (if not agreed) to be made by	21.2	If either Party fails to nominate a member to the DAAB, or the Parties fail to agree upon the third member, or the Parties fail to agree on the appointment of a replacement person to the DAAB, then, upon the request of either or both Parties, the Construction Industry Development Authority (CIDA) shall appoint the relevant member to the DAAB.

Conditions	Sub-Clause	Data
		The appointed authority shall have the discretion to select a qualified and independent engineer acceptable to both Parties.
Rules of arbitration:	21.6 (a)	Sub-Clause 21.6(a) of PART B – Special Provisions shall apply. • Arbitration shall be conducted in accordance with the Arbitration Act No. 11 of 1995 of Sri Lanka. • All proceedings and hearings by the Arbitrator/Arbitrators shall be held in Colombo, Sri Lanka. • The language to be used in all arbitration proceedings shall be English.
	21.6 (b)	Sub-Clause 21.6(b) of PART B – Special Provisions shall not apply .
Place of arbitration	21.6 (a)	The place of arbitration shall be Colombo, Sri Lanka. All proceedings shall be conducted in English. The venue shall remain the same even if hearings are held virtually or at other locations for convenience, unless mutually agreed by both parties. Arbitration meetings and hearings shall, to the maximum extent practicable, be conducted virtually, unless a physical meeting is jointly agreed by the Parties.

Special Conditions of Contract (SCC)**Part B - Special Provisions**

Sub-Clause 1.1.42 Key Personnel	On the third line, “Specification” is replaced with “Employer’s Requirements”.
Sub-Clause 1.1.43 Laws	“ Laws ” means all laws of Sri Lanka, including Acts of Parliament, statutes, ordinances, rules, regulations, by-laws, Gazette Notifications, directives, and requirements of any legally constituted public or statutory authority, including Provincial Councils and Local Authorities, which are applicable to the execution of the Works.
Sub-Clause 1.1.67 Site	“ Site ” means the places where the Permanent Works are to be executed, including any storage and working areas, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.
Sub-Clause 1.1.69 Statement	On the second line after “Payment under”, the following is added: “Sub-Clause 14.2.1 [Advance Payment Guarantee] (if applicable),”.
Sub-Clause 1.1.74 Tests after Completion	On the second line, “Specification” is replaced with “Employer’s Requirements”.
Sub-Clause 1.1.78 Variation	On the first line, “any change to the Works” is replaced with “any change to the Employer’s Requirements or the Works”.
Sub-Clauses 1.1.81 and 1.1.82 are added after Sub-Clause 1.1.80	
Sub-Clause 1.1.81 Milestone	“1.1.81 ‘Milestone’ means a clearly identifiable and measurable part of the Works, if any, stated in the Contract Data and described in detail in the Employer’s Requirements, which the Contractor is required to complete by the corresponding Milestone Completion Date specified in Sub-Clause 14.3 – [Period of payment - Milestone Payments]”
Sub-Clause 1.1.82 Milestone Certificate	“1.1.82 ‘Milestone Certificate’ means the certificate issued by the Employer’s Representative certifying completion of a Milestone for the purpose of payment under Sub-Clause 14.3 [Period of Payment – Milestone Payments].”
Sub-Clause 1.2 Interpretation	Sub-Clause 1.2(a) is replaced with the following: “(a) Words indicating one gender include all genders.

	The expressions ‘he/she’, ‘him/her’, ‘his’, ‘his/her’, and ‘himself/herself’ wherever appearing in the Contract shall be read and construed as ‘it’, ‘its’, and ‘itself’, as applicable. Further, the word ‘and’ is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).” The following sub-paragraph (k) is added: “(k) The word ‘tender’ is synonymous with ‘procurement’, ‘bid’ or ‘proposal’; the word ‘tenderer’ is synonymous with ‘bidder’ or ‘proposer’; and the words ‘tender documents’ are synonymous with ‘procurement document’, ‘bidding documents’, ‘request for bids documents’, or ‘request for proposal documents’, as applicable.”
Sub-clause 1.6 Contract Agreement	The first sentence of the first paragraph of Sub-Clause 1.6 is replaced with the following: “The Parties shall sign a Contract Agreement within twenty-eight (28) days after the Contractor receives the Letter of Acceptance. The Contract Agreement shall be based on the form annexed to the Particular Conditions.” The second paragraph of Sub-Clause 1.6 is replaced with the following: “If the Contractor comprises a Joint Venture, the authorized representative of the Joint Venture shall sign the Contract Agreement in accordance with Sub-Clause 1.13 [Joint and Several Liability].”
Sub-Clause 1.11 Confidentiality	The following sentence is added at the end of the second paragraph of Sub-Clause 1.11: “The Contractor shall be permitted to disclose information required solely for the purpose of establishing its qualifications to compete for other projects, provided that such disclosure does not include confidential technical, commercial, security-sensitive, or proprietary information relating to the Works or the Employer.” In sub-paragraph (b), the word “or” at the end of the sub-paragraph is deleted. In sub-paragraph (c), the word “or” is added at the end of the sub-paragraph.
Sub-Clause 3.1 The Employer’s Representative	In the last paragraph, “shall” is replaced with “should”.

Sub-Clause 4.1 Contractor's General Obligations	The following paragraphs are added at the end of Sub-Clause 4.1: “The Contractor shall not commence any Works, including mobilization or pre-construction activities, unless the Employer is satisfied that: • the Project Execution Plan (PEP), including method statements, schedules, resources, interfaces, and risk management measures, has been submitted and approved; and • appropriate environmental, social, health and safety (ESHS) measures are in place to address the risks and impacts associated with the Works, in accordance with applicable Laws of Sri Lanka and the Employer's Requirements. The Contractor shall prepare, implement, and maintain a comprehensive Environmental and Social Management Plan (C-ESMP), commensurate with the nature and risks of the Works, covering, inter alia, environmental protection, occupational health and safety, labour conditions, public safety, traffic management, prevention of sexual exploitation, abuse and sexual harassment (SEA/SH), and protection of third parties and public infrastructure. The Contractor shall periodically review the C-ESMP and the Project Execution Plan (PEP) and update them as necessary to reflect changes in the Works, identified risks, or lessons learned. Any material updates shall be submitted to the Employer for review and approval. The C-ESMP, PEP, and their updates shall form part of the Contractor's Documents and shall be subject to review in accordance with Sub-Clause 5.2.2 [Review by Employer]. The Contractor shall be fully responsible for coordination with all relevant authorities, utility agencies, and affected stakeholders in connection with the execution of the Works. The Contractor shall provide all contract-related information, submissions, drawings, method statements, schedules, and notices required for such coordination, and shall arrange, attend, and participate in all coordination meetings, inspections, and site visits as necessary to ensure uninterrupted progress of the Works. All costs, delays, and consequences arising from or in connection with such coordination, including compliance with requirements of authorities and third parties, shall be deemed to be included in the Accepted Contract Amount, and no
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	additional payment or extension of time shall be granted, except to the extent expressly provided for in the Contract.” “Additional Requirement: Tie-in Works and Integration with Existing Facilities” “All tie-in works and integration activities with existing facilities, including connections to the existing pump house, pipelines, electrical systems, fire protection systems, yard and drainage infrastructure, and implementation and interfacing of the new automation and control systems, shall be carried out while the existing terminal facilities remain operational. The Contractor shall plan, schedule, and execute such works in full coordination with CPSTL operations and in accordance with approved method statements, risk assessments, and permit-to-work requirements. Any shutdowns, isolations, flow diversions, testing, or temporary modifications required for tie-in works shall be subject to prior written approval of the Employer’s Representative and shall be limited to the minimum duration necessary. The Contractor shall allow for all temporary works, protection measures, safety precautions, testing, and reinstatement necessary to complete the tie-in works without disruption to ongoing operations and without compromising safety, system integrity, or regulatory compliance.”
Sub-Clause 4.2 Performance Security and ES Performance Security	Replaces the first paragraph of Sub-Clause 4.2 of the General Conditions The Contractor shall obtain, at its own cost, a Performance Security for the proper performance of the Contract and, where stated in the Contract Data, an Environmental and Social (ES) Performance Security to secure compliance with the Contractor’s Environmental and Social obligations under the Contract. The Performance Security and, if applicable, the ES Performance Security shall be in the amounts stated in the Contract Data, denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If an Environmental and Social (ES) Performance Security is not stated in the Contract Data, no such ES Performance Security shall be required. Unless expressly stated otherwise, references in the Contract to the “Performance Security” shall be deemed to include the ES

	Performance Security only to the extent relevant to the Contractor's Environmental and Social obligations. In the following Sub-Clauses of the General Conditions, the term "Performance Security" is replaced with: "Performance Security and, if applicable, an Environmental and Social (ES) Performance Security": 2.1 - Right of Access to the Site 14.2 - Advance Payment 14.6 - Interim Payments 14.12 - Discharge 14.13 - Final Payment 14.14 - Cessation of Employer's Liability 15.2 - Termination for Contractor's Default 15.5 - Termination for Employer's Convenience Replaces the first paragraph of Sub-Clause 4.2.1 of the General Conditions - Contractor's Obligations The Contractor shall deliver the Performance Security and, if applicable, the ES Performance Security to the Employer within twenty-eight (28) days after receiving the Letter of Acceptance. The Performance Security and, if applicable, the Environmental and Social (ES) Performance Security shall be acceptable to the Employer and shall be in the form of an unconditional and irrevocable bank guarantee, substantially in the form annexed to the Procurement Documents. The Security shall be issued by: (a) a commercial bank operating in Sri Lanka and holding a valid licence issued by the Monetary Board of the Central Bank of Sri Lanka; or (b) a bank incorporated outside Sri Lanka, provided that the guarantee is backed and confirmed by a commercial bank operating in Sri Lanka holding a valid licence issued by the Monetary Board of the Central Bank of Sri Lanka. In case of a guarantee issued under sub-paragraph (b), both the issuing foreign bank and the confirming local bank shall be jointly and severally liable to the Employer for all obligations arising from the Security, including encashment.
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	The confirming local bank shall be liable to honour the Security on first written demand, without proof or conditions, notwithstanding any dispute between the Employer and the Contractor. Replaces the first paragraph of Sub-Clause 4.2.2 of the General Conditions - Employer's Claims The Employer shall not make a claim under the Performance Security or, if applicable, the ES Performance Security, except for amounts to which the Employer is entitled under the Contract. Replaces the first paragraph of Sub-Clause 4.2.3 of the General Conditions - Return of Securities (a) The Performance Security shall be returned to the Contractor within twenty-eight (28) days after the Employer has issued the Performance Certificate under Sub-Clause 11.9. (b) The Environmental and Social (ES) Performance Security, if applicable, shall be returned within twenty-eight (28) days after the Employer has confirmed that all Environmental and Social obligations under the Contract have been fully complied with, including those applicable during the Defects Notification Period, unless otherwise stated in the Contract.
Sub-Clause 4.3 Contractor's Representative	The following sentence is added at the end of Sub-Clause 4.3: "If any of the Contractor's Representative's delegates are not fluent in the language stated in the Contract Data, the Contractor shall, at its own cost, provide competent and experienced interpreters during all working hours and at all meetings, in a number deemed sufficient by the Employer or the Employer's Representative. Interpreters shall be familiar with technical, safety, and environmental terminology relevant to the Works."
Sub-Clause 4.4 Subcontractors	Addition at the beginning of the second paragraph "The Contractor shall ensure that all Subcontractors execute the Works in full compliance with the Contract, including the Employer's Requirements, applicable Laws, and all Environmental and Social (ES) requirements, and shall comply with the obligations set out in Sub-Clause 4.25 [Environmental and Social Requirements]." Addition at the end of the last paragraph of Sub-Clause 4.4 "All subcontracts relating to the Works shall include provisions entitling the Employer, upon termination of the Contract under Sub-Clause 15.2 [Termination for Contractor's Default], to require that any such subcontract be assigned to the Employer,

	at the Employer's discretion, on the same terms and conditions as existing at the time of termination." "Where practicable and subject to meeting the qualification, technical, safety, environmental, and commercial requirements of the Contract, the Contractor shall provide fair and reasonable opportunity for contractors from Sri Lanka to be appointed as Subcontractors."
Sub-Clause 4.5.1 Objection to nomination	Amendment to sub-paragraph (a) In sub-paragraph (a), on the first line, the word "nominated" shall be inserted before the word "Subcontractor". Amendment to sub-paragraph (c) In sub-paragraph (c): the word "and" at the end of sub-paragraph (i) is deleted; the full stop "." at the end of sub-paragraph (ii) is replaced with ", and"; and the following new sub-paragraph (iii) is added: "(iii) be paid only if and when the Contractor has received from the Employer payment for the corresponding sums due under the Subcontract, in accordance with Sub-Clause 4.5.2 [Payment to Nominated Subcontractors]."
Sub-Clause 4.5.2 Payment to Nominated Subcontractors	Replace Sub-Clause 4.5.2 in its entirety with the following: The Contractor shall be entitled to include in Applications for Payment, in accordance with Clause 14 [Contract Price and Payment], amounts certified as due to nominated Subcontractors for work executed and materials supplied under the Subcontract, provided that such work and materials have been executed in accordance with the Contract. The Employer shall not be obliged to make any payment, whether directly or indirectly, to any nominated Subcontractor except through the Contractor. The Employer shall have no liability whatsoever to any nominated Subcontractor in respect of payments due or alleged to be due under the Subcontract. Payment by the Employer to the Contractor for sums due in respect of work executed by a nominated Subcontractor shall discharge the Employer from any further liability in respect of such payment. The Contractor shall pay the nominated Subcontractor only after receiving payment from the Employer for the

	corresponding work, and in accordance with the terms of the Subcontract. Any failure by the Contractor to make payment to a nominated Subcontractor shall not relieve the Contractor of its obligations under the Contract, nor shall it entitle the nominated Subcontractor to any claim against the Employer.”
Sub-Clause 4.6 Co-operation	In the first paragraph, on the second-last line, before the words “Contractor’s”, insert the words “of the”. The following paragraph is added after the first paragraph: “The Contractor shall also, as stated in the Employer’s Requirements or as instructed by the Employer or the Employer’s Representative, cooperate with and allow appropriate opportunities for the Employer’s Personnel to conduct any environmental and social assessments related to the Works, including access to the Site, records, and relevant Contractor’s Documents, at all reasonable times.”
Sub-Clause 4.8 Health and Safety Obligations	After deleting “and” at the end of sub-paragraph (f) and replacing the “.” at the end of sub-paragraph (g) with “; and”, the following sub-paragraphs (h) to (o) are added: “(h) where a health service provider for the Contract is stated in the Employer’s Requirements, provide all reasonable assistance (including room, accommodation, water and access) to enable the service provider to perform its functions; (i) provide appropriate health and safety training to the Contractor’s Personnel and maintain proper training records; (j) actively engage the Contractor’s Personnel in promoting understanding and implementation of health and safety requirements, including provision of information, occupational safety and health training, and personal protective equipment, all at no cost to the Contractor’s Personnel; (k) establish workplace processes enabling the Contractor’s Personnel to report work situations which they reasonably believe are unsafe or unhealthy, and to remove themselves from work situations which they have reasonable justification to believe present an imminent and serious danger to life or health; (l) ensure that Contractor’s Personnel who remove themselves from such work situations shall not be required to return until necessary remedial action has been taken, and shall not be retaliated against or subject to reprisal or adverse action for such reporting or removal;

	(m) subject to Sub-Clause 4.6 [Co-operation], where the Employer's Personnel, other contractors engaged by the Employer, and/or personnel of legally constituted public authorities or private utility companies carry out works on or near the Site not included in the Contract, collaborate in applying health and safety requirements, without prejudice to each entity's responsibility for the health and safety of its own personnel; and (n) establish and implement a system for regular review of health and safety performance and working conditions at intervals not exceeding six (6) months." "(o) All Contractor's Personnel, including personnel of Subcontractors, sub-subcontractors, vendors, suppliers, service providers and any other persons engaged by or through the Contractor in connection with the Works, shall, prior to commencement of work at the Site or any CPSTL-controlled facility, successfully attend fire and safety training conducted or approved by the Employer (CPSTL) and shall obtain written safety clearance from the Employer or the Employer's Representative. No person shall be permitted to enter the Site or carry out any work unless such training has been completed and clearance has been granted. The Contractor shall be responsible for coordinating such training, ensuring compliance by all such personnel, and for all associated costs. Attendance at such training and issuance of safety clearance shall not relieve the Contractor of any obligations, responsibilities or liabilities under the Contract." The second and third paragraphs of Sub-Clause 4.8 are deleted and replaced with the following: "Subject to Sub-Clause 4.1 [Contractor's General Obligations], the Contractor shall submit to the Employer for Review a health and safety manual specifically prepared for the Works, the Site, and any other places where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and any updates shall be in accordance with Sub-Clause 5.2 [Contractor's Documents]. The health and safety manual shall set out all health and safety requirements under the Contract and shall include, as a minimum: (i) procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the Contractor's
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	control, including control measures for chemical, physical and biological hazards; (ii) details of health and safety training to be provided and records to be maintained; (iii) procedures for prevention, preparedness and response to emergency events, including fires, explosions, leaks, spills, natural hazards, and other unanticipated incidents; (iv) measures to avoid or minimize community exposure to water-borne, water-based, water-related, and vector-borne diseases; (v) measures to avoid or minimize the spread of communicable diseases (including sexually transmitted diseases or infections such as HIV) and non-communicable diseases associated with the execution of the Works, with due consideration to vulnerable groups and labour influx; (vi) policies and procedures for management and quality of accommodation and welfare facilities, where such facilities are provided in accordance with Sub-Clause 6.6 [Facilities for Personnel]; and (vii) any additional health and safety requirements stated in the Employer's Requirements." The paragraph beginning with "In addition to the reporting requirement of ..." is deleted. Health and safety reporting obligations shall instead apply under Sub-Clause 4.20 [Progress Reports], as amended in the Special Provisions.
Sub-Clause 4.15 Access Route	The following is added at the end of Sub-Clause 4.15: "The Contractor shall take all necessary measures to prevent incidents, accidents, damage, or injuries to the Employer's personnel, users of the facilities, third parties, and the public arising from the movement or operation of the Contractor's personnel, equipment, materials, or vehicles on public roads, access roads, rail corridors, or within the CPSTL Kolonnawa Installation. The Contractor acknowledges that existing road tanker and rail tanker loading, unloading, and internal product transfer operations at the Kolonnawa Installation shall remain fully operational throughout the Contract period. Accordingly, the Contractor shall plan, programme, and execute the Works so as not to obstruct, disrupt, or compromise ongoing operational

	movements, including road tanker traffic, rail tanker movements, shunting operations, and emergency access routes. The Contractor shall prepare and implement approved Traffic Management Plans, method statements, and work sequencing arrangements, coordinated with the Employer's Representative, to ensure safe coexistence of construction activities and terminal operations. The Contractor shall continuously monitor safety performance, traffic incidents, and near-miss events related to its activities and shall promptly implement corrective and preventive measures. All such measures shall comply with applicable Laws, statutory requirements, and the Employer's HSSE and operational requirements."
Sub-Clause 4.18 Protection of the Environment	The Sub-Clause is replaced with: "The Contractor shall take all necessary measures to: (a) protect the environment on and off the Site; and (b) limit damage and nuisance to people and property resulting from pollution, noise, or other effects of the Contractor's operations. Emissions, discharges, effluent, and other pollutants from the Contractor's activities shall not exceed the values indicated in the Employer's Requirements or those prescribed by applicable Laws. In the event of environmental damage or nuisance, the Contractor shall agree with the Employer on appropriate remedial actions and implement them at its own cost."
Sub-Clause 4.20 Progress Reports	The following is added at the end of Sub-Clause 4.20: Health and Safety (H&S) reporting obligations: The Contractor shall immediately report to the Employer any incident or accident affecting the health and safety of Contractor's personnel, Subcontractors, or any other personnel on or near the Site. Reports shall include sufficient detail regarding the nature, cause, and consequences of the incident, as well as any immediate corrective or preventive measures taken. The Contractor shall also ensure that its Subcontractors and suppliers immediately notify the Contractor of any H&S incidents or accidents related to the Works."
Sub-Clause 4.21	Sub-Clause 4.21 is replaced with:

Security of the Site	“The CPSTL Kolonnawa Installation is a security-restricted operational facility. Site security, access control, and movement within the premises shall be governed by the Employer’s security regulations and applicable Laws. The Contractor shall be responsible for the protection, safeguarding, and care of the Works, materials, Plant, equipment, and temporary works during approved working hours and shall take all reasonable measures to prevent loss, theft, damage, or unauthorized interference arising from its activities. The Contractor shall: (a) keep unauthorized persons off the Site and ensure that access is limited to the Contractor’s Personnel, the Employer’s Personnel, and any other personnel expressly authorized by the Employer; (b) ensure that Contractor’s Personnel are present within the CPSTL Kolonnawa Installation only during approved working hours, unless otherwise permitted in writing by the Employer; (c) obtain all necessary gate passes, vehicle permits, and access approvals for its personnel and vehicles prior to entry into the CPSTL Kolonnawa Installation, and ensure that all required safety clearances are obtained before entering any gantry, pump house, tank farm, rail corridor, or other restricted area; (d) ensure that all Contractor’s Personnel are supported by valid police clearance certificates as a mandatory requirement for issuance and retention of gate passes, and that such clearances remain valid throughout their period of engagement on the Works; and (e) ensure full compliance by its personnel with all prevailing security regulations, access controls, and operational restrictions applicable at the CPSTL Kolonnawa Installation, including any amendments enforced due to changed circumstances. Subject to Sub-Clause 4.1, the Contractor shall submit for the Employer’s No-Objection a Security Management Plan, detailing personnel access arrangements, police clearance compliance, coordination with the Employer’s security systems, safeguarding of the Works, and emergency response procedures during approved working hours.
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	The Contractor shall not permit the use of force by any personnel in connection with the Works, except where preventive or defensive measures are strictly necessary and proportionate to the nature and extent of the threat, and only in accordance with applicable Laws and the Employer's security requirements. Except as otherwise provided in the Contract, the Contractor shall indemnify the Employer against all losses, claims, damages, or liabilities arising out of or in connection with the execution of the Works, except to the extent that such loss or damage arises from: (a) the permanent use or occupation of land by the Works or any part thereof; (b) the Employer's right to execute the Works on, over, under, in, or through any land; or (c) any act or omission of the Employer, its agents, servants, or other contractors not employed by the Contractor, except to the extent the Contractor has contributed to such loss or damage. In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Employer's Requirements."
Sub-Clause 4.22 Contractor's Operations on Site	On the third line of the second paragraph, the word "Sub-Clause" is added before "4.17".
Sub-Clause 4.23 Archaeological and Geological Findings	The first paragraph is replaced with: "All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall: (a) take all reasonable precautions, including fencing-off or marking the area of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings; (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and (c) implement any other action consistent with the Employer's Requirements and applicable Laws."
Sub-Clause 4.24	Sub-Clause 4.24 – Suppliers (other than Subcontractors)

Suppliers (other than Subcontractors)	4.24.1 Forced Labour The Contractor shall require its suppliers (other than Subcontractors) not to employ or engage forced labour, including trafficked persons, as described in Sub-Clause 6.21. If forced labour or trafficking cases are identified, the Contractor shall require the supplier to take appropriate remedial measures. Where the supplier does not remedy the situation, the Contractor shall substitute the supplier within a reasonable period with a supplier capable of managing such risks. 4.24.2 Child Labour The Contractor shall require its suppliers (other than Subcontractors) not to employ or engage child labour, as described in Sub-Clause 6.22. If child labour cases are identified, the Contractor shall require the supplier to take appropriate remedial measures. Where the supplier does not remedy the situation, the Contractor shall substitute the supplier within a reasonable period with a supplier capable of managing such risks. 4.24.3 Serious Safety Issues The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including those in Sub-Clauses 4.4, 4.8, and 6.7. The Contractor shall require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall require the supplier to take appropriate remedial steps. Where the supplier does not remedy the situation, the Contractor shall substitute the supplier within a reasonable period with a supplier capable of managing such risks. 4.24.4 Obtaining Natural Resource Materials The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with applicable verification and/or certification requirements, that obtaining such materials does not contribute to the significant conversion or degradation of natural or critical habitats (e.g., unsustainably harvested wood products, gravel or sand extraction from river beds). If a supplier cannot continue to demonstrate compliance, the Contractor shall substitute the
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	supplier within a reasonable period with a supplier able to demonstrate that they are not significantly adversely impacting such habitats.
Sub-Clause 4.25 Code of Conduct	“The Contractor shall take all necessary measures to ensure that each Contractor’s Personnel is made aware of the Code of Conduct, including specific behaviours that are prohibited, and understands the consequences of engaging in such behaviours. These measures include providing instructions and documentation in languages understandable to Contractor’s Personnel, and obtaining acknowledgment of receipt through signature, as appropriate. The Contractor shall ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, in any other areas where the Works will be carried out, and in areas accessible to the local community and project-affected persons. The posted Code of Conduct shall be provided in languages comprehensible to Contractor’s Personnel, Employer’s Personnel, and the local community. The Contractor’s Management Strategy and Implementation Plans shall include appropriate processes to verify compliance with these obligations.”
Sub-Clause 4.26 Milestones	The following Sub-Clause is added: If no Milestones are specified in the Contract Data, this Sub-Clause shall not apply. The Contractor shall complete the works of each Milestone (including the all work which is stated in the Employer’s Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date. The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [Programme], the time for completion of each Milestone. Sub-paragraph (d) of Sub-Clause 8.4 [Advance Warning] and Sub-Clause 8.5 [Extension of the Time for Completion] shall apply to each Milestone, such that “Time for Completion” under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause. The Contractor may apply, by Notice to the Employer’s Representative, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Contractor’s

	opinion, be complete. The Employer's Representative shall, within 28 days after receiving the Contactor's Notice: (a) issue the Milestone Certificate to the Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or (b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued. The Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause. If the Employer's Representative fails either to issue the Milestone Certificate or to reject the Contractor's application within the above period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor's Notice of application. If delay damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause): (i) the Contractor shall, subject to Sub-Clause 20.1 [Claims], pay delay damages to the Employer for this default; (ii) such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate; (iii) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor's liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor).
Sub-Clause 5.4 Technical Standards and Regulations	"If so stated in the Employer's Requirements, the Contractor shall, in relation to any new buildings or structural elements constructed as part of the Works:

	(a) take into account climate change considerations in the design; and (b) apply the concept of universal access in the design and construction. The concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances. This Sub-Clause applies only to buildings or structural elements and does not apply to filling gantries, buildings, or associated mechanical/electrical installations.”
Sub-Clause 6.1 Engagement of Staff and Labour	On the first line, “Specification” is replaced with “Employer’s Requirements.” Addition at the end of the Sub-Clause: “The Contractor shall provide Contractor’s Personnel with clear and understandable information and documentation regarding their terms and conditions of employment. This shall include their rights under relevant labour Laws applicable to the Contractor’s Personnel (including any applicable collective agreements), covering hours of work, wages, overtime, compensation, benefits, and any requirements in the Employer’s Requirements. Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.”
Sub-Clause 6.2 Rates of Wages and Conditions of Labour	Addition at the end of the Sub-Clause: “The Contractor shall ensure that all Contractor’s Personnel are informed of: (a) any deductions from their payment and the conditions of such deductions, in accordance with applicable Laws or as stated in the Employer’s Requirements; and (b) their liability to pay personal income taxes in Sri Lanka in respect of salaries, wages, allowances, and any benefits subject to taxation under applicable Laws. The Contractor shall comply with all duties imposed by applicable Laws regarding such deductions. Where required by applicable Laws or the Employer’s Requirements, the Contractor shall provide Contractor’s Personnel with written notice of termination and details of severance payments in a timely manner.

	The Contractor shall ensure that all due wages, entitlements, social security benefits, and pension contributions are paid to Contractor's Personnel (directly or for their benefit) on or before the end of their engagement or employment. These obligations apply only to the Contractor's Personnel engaged in the Works, and do not extend to Employer's Personnel."
Sub-Clause 6.5 Working Hours	The following is inserted at the end of the Sub-Clause: "The Contractor shall provide Contractor's Personnel with annual holiday, sick leave, maternity leave, and family leave, as required by applicable Laws or as stated in the Employer's Requirements. Normal working hours shall be as specified in the Contract Data Sheet. The Contractor shall obtain all necessary permits and approvals for extended or restricted working hours and ensure compliance with applicable labour laws, safety regulations, and approved HSSE and traffic management plans."
Sub-Clause 6.6 Facilities for Staff and Labour	The following is added as the last paragraph: "If stated in the Employer's Requirements, the Contractor shall give access to, or provide, facilities or services that accommodate the physical, social, and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for Employer's Personnel where stated in the Employer's Requirements."
Sub-Clause 6.7 Health and Safety of Personnel	In the second paragraph, replace "The Contractor" with: "Except as otherwise stated in the Employer's Requirements, the Contractor..." Additions to Sub-Clause 6.7: "Except as otherwise stated in the Employer's Requirements, the Contractor shall be responsible for the health, safety, security, and welfare of all Contractor's Personnel, Subcontractors, and suppliers' personnel engaged in the execution of the Works within the CPSTL Kolonnawa Installation and any other approved work areas. The Contractor shall establish, implement, and maintain a comprehensive Health, Safety, Security, and Environmental (HSSE) Management System, appropriate to a live petroleum terminal environment, which shall include, as a minimum:

	(a) safe execution of construction, installation, testing, pre-commissioning, commissioning, and integration works within operational road tanker and rail tanker loading facilities; (b) traffic management, interface control, and public and operational safety measures for road tanker movements, rail tanker operations, internal traffic circulation, and emergency access routes within CPSTL premises; (c) effective coordination and interface management with ongoing terminal operations, including pump house operations, pipeline tie-ins, automation systems, electrical systems, and yard improvements; (d) compliance of all Subcontractors and suppliers with the Contractor's HSSE procedures and the Employer's safety requirements; (e) control of environmental and occupational health risks, including exposure to petroleum products, vapours, fuels, chemicals, noise, vibration, and confined spaces; (f) mandatory safety induction, toolbox talks, and regular refresher training for all personnel prior to and during engagement in the Works; (g) immediate reporting, investigation, and implementation of corrective and preventive actions for fatalities, serious injuries, near-miss incidents, fires, spills, environmental incidents, or operational disruptions; and (h) compliance with CPSTL HSSE guidelines, applicable Sri Lankan labour and safety laws, statutory authority requirements, and relevant international standards applicable to petroleum storage and loading facilities. The Contractor shall provide all necessary resources, competent supervision, procedures, and protective measures to ensure full compliance with the above obligations. Any non-compliance by Contractor's Personnel, Subcontractors, or suppliers shall be immediately rectified, including suspension or removal of personnel where required, at the Contractor's cost."
Sub-Clause 6.9 Contractor's Personnel	The Sub-Clause is replaced with: "The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced, and competent in their respective trades or occupations.

	The Employer may require the Contractor to remove (or cause to be removed) any person employed on the Site or other locations where the Works are being carried out, including the Contractor's Representative and Key Personnel (if any), who: (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct prejudicial to safety, health, or environmental protection; (e) based on reasonable evidence, is determined to have engaged in Fraud or Corruption during execution of the Works; (f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; or (g) engages in behaviour breaching the Code of Conduct for Contractor's Personnel (ES). The Contractor shall promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. Replacement of the Contractor's Representative shall comply with Sub-Clause 4.3 [Contractor's Representative], and replacement of Key Personnel shall comply with Sub-Clause 6.12 [Key Personnel]. Subject to Sub-Clauses 4.3 and 6.12, and notwithstanding any requirement from the Employer to remove any person, the Contractor shall take immediate action in response to any violation of (a) through (g) above, including removing (or causing to be removed) from the Site or other locations where the Works are being carried out, any Contractor's Personnel engaged in such violations."
Sub-Clause 6.12 Key Personnel	The following is inserted at the end of the last paragraph: "If any of the Key Personnel are not fluent in the language of communication required by the Employer, the Contractor shall make competent interpreters available during all working hours, in a number deemed sufficient by the Employer."
The following Sub-Clauses 6.13 to 6.27 are added after Sub-clause 6.12	
Sub-Clause 6.13 Foreign Personnel	"The Contractor may bring into Sri Lanka any foreign personnel necessary for the execution of the Works, in accordance with applicable Laws. The Contractor shall ensure that such personnel are provided with all required residence visas, work permits, and approvals from relevant authorities. The Employer shall, if requested by the Contractor, use its best

	endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or governmental permissions required for bringing in foreign personnel. The Contractor shall be responsible for the return of foreign personnel to their place of recruitment or domicile at the conclusion of their engagement. In the event of the death of any foreign personnel or members of their families while in Sri Lanka, the Contractor shall make the necessary arrangements for their return or burial, as appropriate, in accordance with applicable Laws and regulations.”
Sub-Clause 6.14 Supply of Food stuffs	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer’s Requirements at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.
Sub-Clause 6.15 Supply of Water	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.
Sub-Clause 6.16 Measures against Insect and Pest Nuisance	The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
Sub-Clause 6.17 Alcoholic Liquor or Drugs	“The CPSTL Kolonnawa Installation is a strictly controlled and non-smoking petroleum terminal. The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter, possess, consume, or otherwise dispose of any alcoholic liquor, narcotic drugs, psychotropic substances, or intoxicants, nor permit or allow the importation, possession, consumption, sale, gift, barter, or disposal thereof by the Contractor’s Personnel, Subcontractors, or suppliers’ personnel within the Site or any other CPSTL premises. Smoking, vaping, or the use of any tobacco products or electronic smoking devices is strictly prohibited within the CPSTL Kolonnawa Installation, including all gantries, tank farms, pump houses, control rooms, rail corridors, yards, buildings, and restricted areas. The Contractor shall ensure full compliance with this Sub-Clause at all times and shall immediately remove from the Site any personnel found to be in violation of these requirements,

	without prejudice to any other rights or remedies available to the Employer under the Contract or applicable Laws.”
Sub-Clause 6.18 Arms and Ammunition	“The Contractor shall not import, bring onto the Site, possess, carry, use, give, sell, barter, or otherwise dispose of any arms, ammunition, explosives, or weapons of any kind, nor permit or allow any such acts by the Contractor’s Personnel, Subcontractors, or suppliers’ personnel within the CPSTL Kolonnawa Installation or any other CPSTL premises, except where expressly permitted by applicable Laws and with the prior written approval of the Employer. Any violation of this Sub-Clause shall constitute a serious breach of the Contract and shall entitle the Employer to require the immediate removal of the offending personnel from the Site, without prejudice to any other rights or remedies available to the Employer under the Contract or applicable Laws.”
Sub-Clause 6.19 Festivals and Religious Customs	The Contractor shall respect the Country’s recognized festivals, days of rest and religious or other customs.
Sub-Clause 6.20 Funeral Arrangements	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
Sub-Clause 6.21 Forced Labour	The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements. No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
Sub-Clause 6.22 Child Labour	The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

	The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor, including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Employer's consent. The Contractor shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
Sub-Clause 6.23 Employment Records of Workers	The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Employer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].
Sub-Clause 6.24 Workers' Organizations	"In accordance with the labour laws of Sri Lanka, the Contractor shall respect the rights of Contractor's Personnel to form or join legally recognized workers' organizations, unions, or employee representative bodies and to engage in lawful collective bargaining. The Contractor shall not interfere with, control, or discriminate against Contractor's Personnel for participating in such

	organizations or for exercising their rights under applicable Sri Lankan labour law. Where legal restrictions exist on collective bargaining or union activities, the Contractor shall provide alternative means for Contractor's Personnel to raise grievances, seek redress, and communicate concerns regarding working conditions, terms of employment, or occupational safety, without interference or retaliation. The Contractor shall ensure that all such mechanisms are transparent, accessible, and fairly administered, and shall provide necessary information to enable meaningful discussion or resolution of workplace matters in a timely manner. All actions taken by the Contractor shall comply with Sri Lankan labour laws, CPSTL policies, and the Employer's Requirements, while maintaining operational safety and security within the CPSTL Kolonnawa Installation."
Sub-Clause 6.25 Non-Discrimination and Equal Opportunity	The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).
Sub-Clause 6.26 Contractor's Personnel Grievance Mechanism	The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand,

	without any retribution, and shall operate in an independent and objective manner. The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel. The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements. The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements."
Sub-Clause 6.27 Training of Contractor's Personnel	"The Contractor shall provide appropriate training to all relevant Contractor's Personnel on Environmental, Social, Health, and Safety (ESHS) aspects of the Contract, including: (a) Health, safety, and operational procedures applicable to live petroleum terminal operations, road and rail tanker movements, gantry works, pipelines, pump house, and yard activities; (b) Environmental and social responsibilities, including waste management, spill prevention, pollution control, and community considerations; (c) Prevention of Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) in accordance with applicable laws and Employer's Requirements; and (d) Emergency response, evacuation, and reporting procedures within CPSTL Kolonnawa Installation. The Contractor shall allow opportunities for relevant personnel to receive additional training on ESHS aspects by the Employer's personnel, as instructed by the Employer's Representative. Training on SEA and SH, including its prevention, shall be provided to all personnel who have supervisory or managerial responsibilities over other Contractor's Personnel. The Contractor shall ensure that training is documented, regularly refreshed, and enforced, and that all personnel

	comply with the Employer's ESHS requirements throughout the execution of the Works."
Sub-Clause 7.3 Inspection	In the first paragraph, after "Employer's Personnel," the following is added: "(including stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations, where applicable)." The following is added as (b)(iv): "(iv) carry out environmental and social audits in accordance with the Employer's Requirements and applicable Laws."
Sub-Clause 7.4 Testing by the Contractor	The second paragraph is modified to start as: "Except as otherwise specified in the Contract, the Contractor shall carry out all tests, inspections, and trials required to demonstrate that the Works comply with the Employer's Requirements, applicable Laws, and good industry practice. The Contractor shall bear full responsibility and cost for all such tests and inspections, and the Employer shall not be liable for any failure, deficiency, or non-compliance revealed by such testing. The Contractor shall provide the Employer with full access to witness and verify all such tests and inspections."
Sub-Clause 7.7 Ownership of Plant and Materials	The first paragraph is modified to start as: "Except as otherwise specified in the Contract, each item of Plant, Materials, and equipment brought to the Site by the Contractor for the execution of the Works shall remain the property of the Contractor until incorporated into the Works or otherwise disposed of in accordance with the Contract. The Contractor shall be responsible for the care, custody, and protection of such Plant and Materials, until ownership is transferred in accordance with the Contract."
Sub-Clause 8.1 Commencement of Works	The sub-clause is replaced with the following: "The Employer's Representative shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date. The Notice shall be issued promptly after the Employer's Representative determines the fulfilment of the following conditions: - signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities; - submission and approval of the Project Execution Plan (PEP) in accordance with Sub-Clause 4.1 [Management Strategies and Implementation Plans];

	- except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.12 [Compliance with Laws] as required for the commencement of the Works; - receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment], provided that the corresponding bank guarantee has been delivered by the Contractor; - constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2, as applicable. Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans, the C-ESMP, and Sub-Clause 4.8 on the health and safety manual, the Contractor shall commence the execution of the Works as soon as reasonably practicable after the Commencement Date, and shall proceed with the Works with due expedition and without delay.”
Sub-Clause 11.7 Right of access after Taking Over	Replace Paragraph 2: “Until 28 days after the issue of the Performance Certificate, whenever the Contractor intends to access any part of the Works or associated records, the Contractor shall: (a) Provide reasonable prior notice to the Employer’s Representative; (b) Comply with all CPSTL Kolonnawa Terminal safety, security, and operational requirements, including those relating to road and rail tanker movements, gantry operations, and ongoing terminal activities; (c) Coordinate all access with the Employer to ensure no disruption to live operations, including tank loading/unloading, pipeline transfers, yard circulation, and third-party activities; (d) Be fully responsible for any damages, incidents, or operational interruptions arising from such access; and (e) Acknowledge that no additional payment or extension of time shall be granted for any impacts on operations, except where expressly provided in the Contract.”
Sub-Clause 13.3 Variation procedure	Sub-Clause 13.3.1 (a) is replaced with the following: “(a) a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor and sufficient environmental, social, health and safety (ESHS) information to enable an evaluation of ES risks and impacts;”

Sub-Clause 13.4 Provisional Sums	Sub-Clause 13.4 [Provisional Sums] is amended as follows: Provisional Sums shall not apply to this Contract. No Provisional Sums are included in the Contract, and the Contractor shall have no entitlement to claim payment under this Sub-Clause. Any references in the Contract to Provisional Sums, including for valuation, adjustment, instruction, or payment purposes, shall be deemed not applicable. For the avoidance of doubt, all costs, obligations, and risks necessary for the proper execution and completion of the Works, other than those expressly stated as separate payment items in the Contract Data and Price Schedule, are deemed to be included in the Accepted Contract Amount. Payment for the Employer’s share of the fees and expenses of the Dispute Avoidance/Adjudication Board (DAAB), if applicable, shall be governed exclusively by Sub-Clause 14.3 [Application for Interim Payment] and Clause 21 [Disputes and Arbitration], and shall not be treated as a Provisional Sum.
Sub-Clause 13.6 Adjustments for Changes in Laws	Sub-Clause 13.6 of the General Conditions is amended as follows: Fourth Paragraph – Clarification of Supporting Particulars In the fourth paragraph: At the end of sub-paragraph (ii), the words “(with detailed supporting particulars)” are deleted. At the end of the fourth paragraph, the words “(with detailed supporting particulars)” are added. Addition of New Sub-paragraphs The following sub-paragraphs are added at the end of Sub-Clause 13.6: a) Any claim by the Contractor under this Sub-Clause shall be subject to the Contractor demonstrating that the Change in Laws has directly affected the performance of the Works and resulted in additional Cost and/or delay, supported by reasonable and verifiable evidence. b) Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time to the extent that the relevant delay has already been taken into account in the determination of a previous extension of time, and such Cost shall not be separately paid to the extent that it has

	already been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.7.1 [Adjustments for Changes in Cost].
Sub-Clause 13.7 Adjustments for Changes in Cost	Not Applicable
Sub-Clause 14.2 Advance Payment	“The amount, number and timing of advance payment instalments, and the applicable currencies and proportions, shall be as stated in the Contract Data.”
Sub-Clause 14.3 Application for Interim Payment	The following is inserted at the end of (vi) after: [Agreement or Determination]: “any reimbursement due to the Contractor under the Dispute Avoidance/Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/Adjudication Agreement).” Add the following as a separate paragraph at the end of Sub-Clause 14.3): “Notwithstanding any other provision of the Contract, the Contract Price includes a separate, pre-determined amount for the Employer’s share of the fees and expenses of the Dispute Avoidance/Adjudication Board (DAAB), as stated in the Contract Data and the Price Schedule. This amount is not subject to bidding, adjustment, variation, or mark-up and shall be used solely for reimbursement of the Employer’s share of DAAB fees and expenses in accordance with Clause 21 [Disputes and Arbitration]. Payment under this item shall be made only upon submission of original DAAB invoices together with satisfactory evidence that one hundred percent (100%) of such invoices have been paid by the Contractor. No payment in excess of the amount stated in the Contract Data shall be made unless expressly approved in writing by the Employer.”
Sub-Clause 14.6.2 Withholding (amounts in) an Interim Payment	“and/or” from subparagraph (b) is deleted. The following is added as subparagraph (c) and subparagraph (c) of the Sub-Clause is renumbered as (d): (c) ES Non-Performance Withholding

	If the Contractor was, or is, failing to perform any Environmental, Social, Health and Safety (ESHS) obligations or work under the Contract, the value of this work or obligation, as determined by the Employer, may be withheld until the work or obligation has been performed, and the cost of rectification or replacement, as determined by the Employer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to, the following: - failure to comply with any ES obligations or work described in the Employer's Requirements, which may include: working outside site boundaries, excessive dust, failure to keep CPSTL/ public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land (e.g., from oils, human waste), damage to archaeology or cultural heritage features, and air pollution due to unauthorized and/or inefficient combustion; - failure to regularly review the C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; - failure to implement the C-ESMP, e.g., failure to provide required training or sensitization; - failing to have appropriate consents/permits prior to undertaking Works or related activities; - failure to implement remediation as instructed by the Employer within the specified timeframe (e.g., remediation addressing non-compliance).
Sub-Clause 14.9 Release of Retention Money	The following is added at the end of Sub-Clause 14.9: Unless otherwise stated in the Contract, the first half of the Retention Money shall be released following issuance of the Taking-Over Certificate for the Works. The second half of the Retention Money shall only be released after the expiry of the Defects Notification Periods, in accordance with the Performance Security and, if applicable, the ES Performance Security under Sub-Clause 4.2. If the amount guaranteed under the Performance Security and, if applicable, the ES Performance Security, at the time of Taking-Over, exceeds half of the Retention Money, no additional Retention Money guarantee is required. If it is less than half, the difference shall remain secured by the Performance Security and ES Performance Security until the expiry of the Defects Notification Periods.

Sub-Clause 14.12 Discharge	On the seventh line of the first paragraph, replace “Sub-Clause 21.6 [Arbitration]” with “Clause 21 [Disputes and Arbitration]”.
Sub-Clause 15.1 Notice to Correct	“and” is deleted from (b) and “.” is replaced by: “; and” in (c). The following is then added as (d) “(d) specify the time within which the Contractor shall respond to the Notice to Correct.” In the third para, “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”
Sub-Clause 15.2 Termination for Contractor’s Default	In Sub-Clause 15.2.1, sub-paragraph (h) is replaced with the following: “(h) is found, based on reasonable evidence, to have engaged in Fraud and Corruption as defined in paragraph 2.2 of Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”
Sub-Clause 15.8 Fraud and Corruption	The following new Sub-Clause 15.8 is added: 15.8.1 The Contractor shall comply with all applicable laws of Sri Lanka and the Employer’s Requirements relating to fraud, bribery, corruption, and unethical practices. 15.8.2 The Contractor shall disclose to the Employer any commissions, gratuities, fees, or other payments made or to be made to agents or any other party in connection with the bidding process or execution of the Contract. Such disclosure shall include, at a minimum, the name and address of the agent or party, the amount and currency, and the purpose of the payment.
Sub-Clause 16.2 Termination by Contractor	Sub-paragraph (i) is deleted in its entirety. At the end of sub-paragraph (h): “; or” is replaced with: “.” Sub-paragraph (e) is replaced with: “The Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [<i>Commencement of Works</i>] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”

Sub-Clause 17.1 Responsibility for Care of the Works	Except as otherwise stated in the Contract, the Contractor shall be responsible for the care of the Works from the Commencement Date until the issue of the Taking-Over Certificate for the Works. During this period, the Contractor shall take all reasonable precautions to protect the Works from loss, damage, or deterioration, including loss or damage caused by weather, flooding, theft, or any other risk arising from the execution of the Works. The Contractor shall be responsible for any damage to the Works or loss of materials resulting from its activities, its personnel, or its Subcontractors, and shall make good any such loss or damage at its own cost. The Contractor shall ensure that the Works are maintained in a safe and secure condition, and access to the Site shall be controlled to prevent unauthorized entry.
Sub-Clause 17.3 Intellectual and Industrial Property Rights	On the first line of the second paragraph, “notice” is replaced with “a Notice”.
Sub-Clause 17.4 Indemnities by Contractor	On the third line of the last paragraph, “or Part” is deleted.
Sub-Clause 17.7 Use of Employer’s Accommodation/Facilities	The following Sub-Clause is added as 17.7: “The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Employer’s Requirements, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works) If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Employer.”
Sub-Clause 18.1 Exceptional Events	Sub-paragraph (c) is substituted with: “(c) riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”
Sub-Clause 18.4	The following added at the end of Sub-Clause 18.4(b) after deleting the “.”:

Consequences of an Exceptional Event	“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be Provided by the Contractor].”
Sub-Clause 18.5 Optional Termination	In sub-paragraph (c), “and necessarily” is inserted after “reasonably”.
Sub-Clause 19.2 Insurance to be provided by the Contractor	1. Eligible Insurers The Contractor shall be entitled to place all insurances relating to the Contract, including but not limited to those referred to in Clause 19, with insurers from any eligible source country, provided that: (a) all policies comply with the applicable Laws of Sri Lanka; (b) foreign reinsurers may be used; and (c) claims can be handled locally in Sri Lanka to the satisfaction of the Employer. 2. Deductibles and Coverage The Contractor shall ensure that no deductible is recoverable from the Employer under any circumstances. The scope, coverage, and permitted deductibles for each type of insurance shall be in accordance with the Contract Data. 3. Local Claims Handling and Employer Indemnity All policies shall allow for claims to be submitted and settled locally in Sri Lanka. The Employer shall be indemnified under all policies against claims, damages, losses, and expenses arising from the Contractor’s execution of the Works, except where such claims result from the Employer’s own acts or omissions. 4. Compliance and Documentation The Contractor shall submit all insurance policies, certificates, and related documentation to the Employer for review and approval prior to commencement of the Works. All policies shall remain valid and enforceable for the periods required under the Contract and applicable Laws of Sri Lanka.

Sub-Clause 20.1 Claims	In a): “any additional payment” is replaced with “payment”.
Sub-Clause 20.2 Claims for Payment and/or EOT	The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”
Sub-Clause 21.1 Constitution of the DAAB	Second paragraph: At the end of the first sentence, after deleting the full stop (.), the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix – General Conditions of Dispute Avoidance/Adjudication Agreement.”
Sub-Clause 21.2 Failure to Appoint DAAB Member(s)	For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [<i>Constitution of the DAAB</i>]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”
Sub-Clause 21.6 Arbitration	In the first paragraph, delete from “international arbitration” up to the end of (c), and replace with: “arbitration. Arbitration shall be conducted in accordance with the Arbitration Act No. 11 of 1995 of Sri Lanka. All proceedings and hearings by the Arbitrator/Arbitrators shall be held in Colombo, Sri Lanka, and the language to be used in all arbitration proceedings shall be English. The venue shall remain the same even if hearings are held virtually or at other locations for convenience, unless mutually agreed by both Parties.”

Section 9 - Contract Forms (COF)

List of Contract Forms

Letter of Acceptance

Contract Agreement

Performance Security

Advance Payment Security

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Successful Bidder]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Lumpsum EPCC Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, 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 : _____.

The amount of Performance Security is : _____.

The deadline for submission of Performance Security is
_____.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as _____ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works on EPCC basis and the 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 documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Technical Bid submitted by the Contractor
 - (c) the Letter of Price Bid submitted by the Contractor
 - (d) the addenda Nos _____ (if any)
 - (e) the Particular Conditions
 - (f) the General Conditions
 - (g) the Employer’s Requirements
 - (h) the completed Schedules
 - (i) the Bid of the Bidder, and
 - (j) any other documents forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Appendix 1: Schedule of Payments

Appendix 1 – Schedule of Payments

The Milestone Payment Schedule is attached hereto as Appendix 1 to this Agreement.

Payments under this Contract shall be made on a Milestone Payment basis.

The Milestone Payment Schedule submitted by the Contractor with the Bid, and evaluated, accepted, and agreed by the Employer at the Bid Evaluation stage, shall form an integral part of this Contract.

The milestone payments shall be certified and paid in accordance with Sub-Clause 14.4 [Schedule of Payments] and other relevant provisions of the General Conditions and Particular Conditions of Contract.

The amounts indicated against each milestone shall be treated as estimated contract values, subject to adjustment in accordance with the extent of actual progress achieved, as determined by the Employer's Representative.

Performance Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Chairman
Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa,
Wellampitiya,
Sri Lanka.

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[Insert name and address of the Contractor]*
(hereinafter called "the Applicant") has entered into Contract No. _____ dated
_____ with _____ *[Insert name and address of the Employer]*
(hereinafter called "the Beneficiary"), for the execution of _____ *[Insert Contract name]* (hereinafter called "the Contract").

Furthermore, we _____ *[Insert name and address of the Guarantor]* understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract without the Beneficiary 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 _____, 2_____, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee shall be governed by the laws of Sri Lanka, and shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Chairman
Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa,
Wellampitiya,
Sri Lanka.

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[Insert name and address of the Contractor]* (hereinafter called “the Applicant”) has entered into Contract No. _____ dated _____ with _____ *[Insert name and address of the Employer]* (hereinafter called “the Beneficiary”), for the execution of _____ *[Insert Contract name]* (hereinafter called “the Contract”).

Furthermore, we _____ *[Insert name and address of the Guarantor]* understand that, according to the conditions of the Contract, an advance payment in the sum _____ (_____) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent

of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ Day of _____, 2____, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee shall be governed by the laws of Sri Lanka, and shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

Section 10 - Drawings

List of Drawings

No.	Drawing Title	DWG. No.
1	Filling Facility - General Layout	2060-1
2	Operation Philosophy & Gantry Arrangement	2060-2
3	Proposed Filling Facility Layout	2060-3
4	Proposed Loading Arm Arrangement for Gasoline & Gas Oil Loading Gantries	2060-4
5	Typical Sectional Details of road Tanker & Rail Tanker Loading Gantries	2060-5
6	Typical Pump House Details - Existing Gasoline Pump House & Proposed Gas Oil Pump House	2060-6
7	Proposed Gasoline Pump Suction Pipe Line Typical Isometric Drawing	2060-7
8	Proposed Gas Oil Pump Suction Pipe Line Typical Isometric Drawing	2060-8
9	Gasoline & Gas Oil Product Delivery Pipe Line Typical Isometric Drawing	2060-9
10	Proposed Buildings	2060-10
11	Existing Power Distribution Network	2060-11
12	Existing MCC Room For Gasoline Pumps Power Distribution Board	2060-12
13	Existing MCC Room For Gasoline Pumps Single Line Diagram	2060-13
14	Proposed Independent Foam Feeding System	2060-14
15	Proposed Fire Water Pipe System For Product Loading Area	2060-15
16	Proposed Conceptual Diagram For Automation System (Gasoline 92)	2060-16