



# **CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

## **INTERNATIONAL COMPETITIVE BIDDING (ICB)**

### **DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF INTERNAL FLOATING ROOFS FOR TANK NO. 4 AND 5 AT LBD MAGALLE**

*TENDER REF NO: KPR/43/2021*

The Chairman  
Department Procurement Committee  
C/o Manager Procurement  
Ceylon Petroleum Storage Terminals Limited  
Procurement Function  
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## INVITATION FOR BID (IFB)

### CEYLON PETROLEUM STORAGE TERMINALS LIMITED

### BID FOR THE DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF INTERNAL FLOATING ROOFS FOR TANK NO. 4 AND 5 AT LBD MAGALLE, SRI LANKA

### TENDER REF NO: KPR/43/2021

The Chairman, Department Procurement Committee on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from the internationally reputed Manufacturers or their authorized export agents abroad or authorized agents (Manufacturer's or Export agent's) in Sri Lanka, for the Design, Manufacture, Supply, Installation, Testing and Commissioning of Internal Floating Roofs for Tank No. 4 and 5 at LBD Magalle, Sri Lanka.

Bidding will be conducted through International Competitive Bidding procedure.

Interested parties may refer the bidding document (*only for viewing purpose*) and obtain necessary information through the websites [www.cpstl.lk](http://www.cpstl.lk) or [www.dgmarket.com](http://www.dgmarket.com) and the original bidding documents in English language (full set) could be obtained on submission of a written *request (the request letter shall be on the company letter head and signed by an authorized person)* via an email to [procure@cpstl.lk](mailto:procure@cpstl.lk) during working days between **0900 hrs. and 1400 hrs. Sri Lanka local time (GMT+5:30) up to Monday, 01<sup>st</sup> November 2021**. Considering bidder's request, Manager Procurement, CPSTL may issue the consent via email for depositing the non-refundable bidding document fee of **Sri Lankan Rupees Four thousand (LKR 4,000.00)**, if appropriate. Bidders are requested to inspect the bidding document, which is available on the above-mentioned websites, prior to purchase and once it is purchased, bidding document fee is not refundable for any reason whatsoever.

On receipt of non- refundable bidding document fee to CPSTL account, bidding documents (full set) will be issued by Procurement Function via email.

Bids shall be submitted on the bidding document issued by the Procurement Function-CPSTL and the original of the duly filled bids may be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee, C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01<sup>st</sup> Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 02<sup>nd</sup> November 2021**. Late bids will be rejected.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bids in **PDF format** via email to [tenders@cpstl.lk](mailto:tenders@cpstl.lk) **to reach** on or before **1400 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 02<sup>nd</sup> November 2021**, at their own discretion. The original bid document shall be securely kept to be submitted to the Manager Procurement when requested, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

**Bids will be closed at 1400 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 02<sup>nd</sup> November 2021** and will be opened immediately thereafter at the office of Manager (Procurement). Due to the prevailing COVID-19 pandemic situation in the country, the authorized representatives of the bidders may allow to participate/witness the tender opening procedure via video conferencing method.

**Bids shall be valid up to 18<sup>th</sup> January 2022**, from the date of opening of the bid.

Bids shall be accompanied by a **bid security of Sri Lankan Rupees One hundred twenty thousand (LKR 120,000.00) or United States Dollars Six hundred (USD 600.00), which shall be valid until 15<sup>th</sup> February 2022**, from the date of opening of the bid.

Bidders shall register themselves at the Department of Registrar of Companies [www.drc.gov.lk](http://www.drc.gov.lk) (e-ROC) in accordance with the Public Contracts Act. No 3 of 1987, only if the total contract value exceeds Sri Lankan Rupees Five million (LKR 5,000,000.00).

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

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

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# 1. INSTRUCTIONS TO BIDDERS (ITB)

## 1.1 Introduction

The Chairman, Department Procurement Committee (DPC), on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Sri Lanka, hereby invites sealed bids from internationally reputed manufacturers of Internal Floating Roofs or their authorized agents, for the Design, Manufacture, Supply, Installation, Testing, Commissioning and Inspection carried out by an internationally reputed third party independent inspection company acceptable to CPSTL, witnessed by two CPSTL engineers and Supply in seaworthy packing, installation and commissioning of Internal Floating Roofs For Tank No.4 and 5 at LBD Magalle complying with terms and conditions given in this Bidding Document.

## 1.2 Basis of Bid

- 1.2.1 Bids are to be forwarded on the basis of FOB indicating estimated sea freight and insurance separately for the Design, Manufacture and Supply, Installation, Testing and Commissioning of Internal Floating Roofs and accessories for Tank No.4 and 5 with the cost for third party inspection witnessed by two CPSTL Engineers. The tanks will be released one at a time considering the operational requirement of CPSTL and time taken for necessary Tank modifications to install Internal Floating Roofs.
- 1.2.2 Additional services provided by the Bidder not covered in this Invitation to Bid shall be stated separately. If no exceptions are stated, CPSTL would assume that Bidder conforms to most stringent conditions of the Bidding Document.
- 1.2.3 Bids are to be forwarded for the Design, Manufacture and Supply, Installation, Testing and Commissioning of Internal Floating Roof for Tank No.4 and 5 at LBD Magalle, Sri Lanka as per the Conditions stipulated in the Bidding Document.
- 1.2.4 If a Bidder wishes to submit alternative Bids from different principles such alternative Bids should be submitted with separate Bid Security/eis.

## 1.3 Issue of Bidding Documents

Due to the prevailing COVID-19 pandemic situation in the country, the bidders could obtain the original bidding documents (full set) on submission of a written request (***the request letter shall be on the company letter head and signed by an authorized person***) via an email to [procure@cpstl.lk](mailto:procure@cpstl.lk) during working days between **0900 hrs. and 1400 hrs. Sri Lanka local time (GMT+5:30) up to Monday, 01<sup>st</sup> November 2021**. Considering bidder's request, Manager Procurement, CPSTL may issue the consent via email for depositing the non-refundable bidding document fee of **Sri Lankan Rupees Four thousand (LKR 4,000.00)**, if appropriate.

Payment of the non-refundable bidding document fee is a compulsory requirement and all bids shall be forwarded only on the bidding documents purchased from CPSTL.

Bidders are requested to inspect the bidding document, which is available on [www.cpstl.lk](http://www.cpstl.lk) or [www.dgmarket.com](http://www.dgmarket.com) (***only for viewing purpose***), prior to purchase and once it is purchased, bidding document fee is not refundable for any reason whatsoever.

On receipt of non- refundable bidding document fee to CPSTL account, bidding documents (full set) will be issued by Procurement Function via email

- 1.3.1 Bidding Document consist the following:
  - 1. Invitation for Bids (IFB)
  - 2. Instructions to Bidders (ITB)
  - 3. Conditions of Contract (COC)
  - 4. Scope of Supply
  - 5. Scope of Work and Specification
  - 6. Schedule of Prices
  - 7. Form of Bid
  - 8. Format for Bid Security Guarantee
  - 9. Form of Agreement

- 10. Format for Performance Guarantee
- 11. Format for Manufacturer's Authorization
- 12. Compliance / Deviation Sheet
- 13. Physical Measurement Report
- 14. Drawings

- 1.3.2 The bidders are not permitted to do any alterations in the bid document in any form whatsoever after submission of the Bid. Any such alterations in the bid document by the bidder, may be liable for disqualification

#### **1.4 Business Registration and Public Contract Registration**

- 1.4.1 Authorized Agent (Manufacturer's or Export agent's) in Sri Lanka, shall register with the Registrar of Companies and shall produce a copy of the valid Certificate (legally attested copy) of Registration issued by the Registrar of Companies of Sri Lanka together with the offer.
- 1.4.2 Any person who act as an agent or sub-agent, representative or nominee for or on behalf of any bidder/principal supplier, shall register himself/herself and such public contract as per Public Contracts Act, No 3 of 1987 & the Certificate of Registration (FORM PCA 03) issued by the Registrar of Public Contracts of Sri Lanka shall be submitted along with the bid.
- 1.4.3 Where any person is an agent, sub-agent, representative or nominee for or on behalf of a bidder/principal supplier, he/she shall first produce a certificate of his appointment as agent, sub-agent, representative or nominee to the Registrar before he registers himself under the public contract. [Contact details of the Registrar: Department of Registrar of Companies, "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 / Tel.: +94-11-2689208 / +94-11-2689209 / E-mail: registrar@drc.gov.lk. (Contact details may vary from actual & CPSTL does not take any responsibility in this regard)]

#### **1.5 Documents to accompany the Bid**

All Bids shall contain adequate technical and other information in respect of the items/ equipment offered. Failure to furnish the following documents and details, before the closing of Bid, may result in the Bid being rejected. All documents shall be furnished in English language.

##### **Section-1**

- 1.5.1 Name of Manufacturer, Country of manufacture and Country of Origin.
- 1.5.2 Certificate from manufacturer that the floating roofs including all accessories, offered are currently in manufacture.
- 1.5.3 Confirmation from Bidder that, all spare parts for the internal floating roofs offered, will be available for import for a minimum period of 10 years from the date of submission of the bid.
- 1.5.4 Schedule of Prices (Schedule - A), duly completed and signed.
- 1.5.5 Form of Bid (Annex – A) duly completed and signed.
- 1.5.6 Bid Security Guarantee (as per Annex - B).  
**Important: Failure to submit the Bid Security with the required amount and validity period at the time of opening and in the format provided will result in the bid being rejected.**
- 1.5.7 Time Schedule for Design, Manufacture, Supply, Installation, Testing and Commissioning from the date of contract award.
- 1.5.8 Name and Address of the Agent along with Letter of Authorization issued by the Manufacturer and valid copy of Certificate of Registration issued by the Registrar of Companies.
- 1.5.9 Compliance with the Payment Terms.
- 1.5.10 Manufacturer's Warranty for all equipment supplied. Every Bidder should specify the conditions of warranty offered on time basis as per Clause 2.4.
- 1.5.11 Duly completed compliance/deviation sheet as per Annex - F.
- 1.5.12 Valid certificate "FORM PCA 03" issued by Registrar of Public Contract in terms of the Public Contract Act No. 3 of 1987, in case the bidder is the agent, sub agent, representative or nominee of the manufacturer, as per ITB clause 1.4.

## Section-2

- 1.5.13 Detail Technical Specification, Data Sheets, Dimensional Drawings, Catalogues of the Internal Floating Roofs.
- 1.5.14 Variations and deviations from Technical Specification if any shall be indicated separately.
- 1.5.15 Drawings showing the general arrangement of the Internal Floating Roofs.
- 1.5.16 Proposed Third Party Inspection Company and the location of inspection shall be stated for the consideration and consent of CPSTL.
- 1.5.17 Method Statement for fabrication and erection of Internal Floating Roofs.
- 1.5.18 List of recommended spare parts with itemized prices for five years operation.
- 1.5.19 Every bidder shall be required to meet the specification/condition hereof. Where this cannot be met all such deviations and reasons thereof shall be listed and explained Internal Floating Roofs compliance with API STANDARD 650 & API STANDARD 653 with authorization of the Manufacturer.

## Section-3

- 1.5.20 Past Performance – Bidders shall forward past supply records of the brand and models of Internal Floating Roofs offered (customer reference list) along with those supplied within Sri Lanka (if any), for the last 10 years together with supply details.
- 1.5.21 Company profile of the Manufacturer.

## 1.6 Sealing and marking of Bids

Bids shall be submitted in duplicates as per the conditions specified in this Bidding document. The original and the duplicate of the Bid should be placed in separate envelopes marked “**ORIGINAL**” and “**DUPLICATE**”. Both envelopes shall be closed in one securely sealed cover, which shall be marked “**BID FOR THE DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF INTERNAL FLOATING ROOFS FOR TANK NO. 4 AND 5 AT LBD MAGALLE– KPR/43/2021 – CLOSING DATE: 02<sup>ND</sup> NOVEMBER 2021**” on the top left-hand corner and the statement, “DO NOT OPEN BEFORE 1400 hrs. On 02.11.2021” (to be completed with the time and date specified in the Bidding Document) and shall be addressed to;

The Chairman,  
Department Procurement Committee,  
C/o Manager Procurement  
Ceylon Petroleum Storage Terminals Limited,  
Procurement Function,  
1<sup>st</sup> Floor, New Building,  
Oil Installation. Kolonnawa  
Sri Lanka  
Tel. +94-11-2572155/+94-11-5750764 Fax: +94-11-2572155

If the outer envelope is not sealed and marked as required above, the CPSTL will assume no responsibility for the Bid being misplaced or premature opening. If the outer envelope discloses the Bidder’s identity, the CPSTL will not guarantee an anonymity of the bid submission but this disclosure will not constitute grounds for Bid rejection.

## 1.7 Period of Validity of Bids

All offers shall be valid up to **18.01.2022**. Bidders shall, however, clearly indicate the maximum period that their offer would be valid.

In exceptional circumstances, CPSTL may request that the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of the bid and bid security for the period of the extension, and in compliance with ITB Clause 1.15 in all respects. If a bidder does not agree for an unconditional extension of the validity of his bid, his bid shall be rejected without forfeiting the bid security or executing the bid-securing declaration as appropriate.

All the prices indicated in the schedule of prices; Schedule “A” shall be firm & shall not be subject to any price variation within the period of validity stated above.

On acceptance of the bid, prior to expiry of the period of validity of the bid, the validity period shall be extended for purposes of opening letter of credit and/or other required documentation if necessary.



## 1.8 Format and Signing of Bids

The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern. The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the Bidder to the Contract. **All pages of the Bid except for un-amended printed literature shall be initialed by the persons(s) signing the Bid.** Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the person(s) signing the Bid.

## 1.9 Clarification of Bidding Document

A prospective Bidder requiring any clarification of the Bidding Document shall notify CPSTL in writing by hand or post or Fax at the CPSTL's mailing address indicated in ITB Clause 1.6 Similarly, **if a Bidder feels that any important provision is unacceptable; such objection shall be raised at this stage.** CPSTL will respond in writing to any request for clarification or modification of the Bidding document that is received not later than ten (10) days prior to the deadline of submission of Bids prescribed by the CPSTL. Copies of the CPSTL's response will be sent to prospective Bidders within seven (07) days prior to the closing of the Bid who have collected Bidding Documents.

## 1.10 Deadline for Submission of Bids

The Chairman, Department Procurement Committee, CPSTL must receive Bids at the address specified under ITB Clause 1.6 not later than the time and date stipulated. The Chairman, Department Procurement Committee, CPSTL may at his discretion, extend this deadline for submission of Bids, by amending the Bidding Documents, in which case all right and obligations of CPSTL and the Bidders shall thereafter be subjected to the deadline as extended.

## 1.11 Late Bids

Any Bid received by the Chairman, Department Procurement Committee CPSTL, after the deadline for submission of Bids, will be rejected and returned unopened to the Bidder.

## 1.12 Modification, Substitution & Withdrawal of Bids

The Bidder may modify or withdraw Bid after submission, provided that written notice of the modification or withdrawal is received by the CPSTL, prior to the deadline prescribed for Bid submission. The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows; The Bidders shall provide an Original and a Duplicate as specified in the ITB clause 1.6 of any modifications to his Bid, clearly identified as such in two envelopes, duly marked **"BID FOR THE DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF INTERNAL FLOATING ROOFS FOR TANK NO. 4 AND 5 AT LBD MAGALLE- KPR/43/2021 – CLOSING DATE: 02<sup>ND</sup> NOVEMBER 2021"**. The envelopes shall be sealed in an outer envelope, duly marked **"BID MODIFICATIONS"**. A Bidder wishing to withdraw his Bid shall notify the CPSTL in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice may also be sent by Fax, but must be followed by the original, by post or by hand not later than the deadline for submission of Bids bearing the bid name and the words **"BID WITHDRAWAL NOTICE"**. Bid withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will deem to be valid. The notice of modification and withdrawal shall be addressed to

The Chairman,  
Department Procurement Committee,  
C/o Manager Procurement  
Ceylon Petroleum Storage Terminals Limited  
Procurement Function,  
1<sup>st</sup> Floor, New Building,  
Oil Installation, Kolonnawa  
Sri Lanka

### 1.13 Closing of Bids

Bids, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach

The Chairman,  
Department Procurement Committee,  
C/o Manager Procurement  
Ceylon Petroleum Storage Terminals Limited,  
Procurement Function,  
1<sup>st</sup> Floor, New Building,  
Oil Installation, Kolonnawa  
Sri Lanka.

Not later than 1400 hrs. Sri Lanka local time (GMT + 05:30) on 02<sup>nd</sup> November 2021, or could deposit in the tender box kept at the at the main entrance of CPSTL.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bidding documents in **PDF format** via email to [tenders@cpstl.lk](mailto:tenders@cpstl.lk) to reach on or before **1400 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 02<sup>nd</sup> November 2021**, subject to following conditions.

1. Submission of the bid via email is at own discretion of the bidder.
2. The title and the closing date of the tender shall be indicated as the subject of the email.
3. Size of an email (with attachment) shall be limited to the maximum of 20 MB. In case the size of an attachment exceeds 20 MB, the bidder is requested to split the attachments and send as separate emails (i.e., 01 of 03, 02 of 03 etc.,).
4. **Do not CC/BCC to any other official/personal email IDs of CPSTL staff.** Bids sent to any other email IDs are strictly not entertained.
5. E-mails shall be sent well in advance enabling CPSTL to get such bids printed & sent to the opening table in time.
6. The original bid document shall be securely kept to be submitted to the Manager Procurement when requested, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

Bids will be closed at **1400 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 02<sup>nd</sup> November 2021.**

### 1.14 Opening of Bids by CPSTL

Bids will be opened immediately after the closing date and time fixed for receipt of Bidders, at the office of Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 1<sup>st</sup> Floor, New Building, Oil Installation, Kolonnawa, Sri Lanka or such other place as arranged if the Manager Procurement's Office is not available.

The Chairman, Department Procurement Committee, CPSTL or his nominated representative will open the Bids. Due to the prevailing COVID-19 pandemic situation in the country, the authorized representatives of the bidders may be allowed to participate/witness the bid opening procedure via video conferencing method (i.e., Zoom). Video meeting Link will be sent to the prospective bidders who have collected the bidding documents. The Bid Prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security Guarantee and other such details, which the CPSTL at its discretion, may consider to be appropriate, will be announced, at the opening. Late Bids will not be entertained and will be returned unopened to the Bidder. Bids (and modifications sent pursuant to ITB Sub Clause 1.12) that are not opened will not be considered for evaluation, regardless of the circumstances.

## **1.15 Bid Security Guarantee**

Each Bid shall be accompanied by a Bid Security, undertaking that the offer will be held for the specified period, and that the offer will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued / confirmed by an approved commercial Bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka) and payable to the CPSTL on demand in a sum of LKR 120,000 (Sri Lankan Rupees One Hundred and Twenty thousand only) or USD 600 (US Dollars 600 hundred Only).

The Bid Security shall be valid till **15.02.2022**. A format of Bid Security Guarantee is attached in Annex – B. Failure to submit the Bid Security Guarantee at the time, or before the closing of Bid, and in accordance with above said requirements, and in the format provided, will result in the Bid being rejected. Bid Security Guarantee from unsuccessful Bidders will be returned to them after the award is made to the successful Bidder. The Bid Security of the successful Bidder will be returned only after receipt of the Performance Guarantee.

## **1.16 Letter of Authorization**

- 1.16.1. Offers from agents signing the bids on behalf of Principals abroad, will not be considered unless they hold the Letter of Authorization from the Principals empowering the agents to offer on their behalf, to enter into a valid agreement on behalf of the principals to fulfil all the terms and conditions of the contract, in the event of the tender being awarded.
- 1.16.2. The agent signing the Bid Document on behalf of the principal shall state the Principal's name, address, telephone and fax numbers & e-mail if any.
- 1.16.3. Nomination of Agents after the Bid has been submitted will not be valid.
- 1.16.4. In the event that the principal is not the Manufacturer, the Principal shall furnish documentary proof of his arrangements with the Manufacturer as per the format Annex - E.
- 1.16.5. Principal means the Manufacture with whom CPSTL enters into an agreement as per the Bid. In case of an order, L/C is opened & purchase order is placed with the principal.

## **1.17 Schedule of Prices**

Rates quoted should be computed on the basis of CIF Colombo, showing Free on Board (FOB) value and freight charges separately. Bidders are also required to duly sign and return the Schedule of Prices marked "SCHEDULE - A" (indicating their offers in detail).

Prospective Bidders are requested to submit their offers in single currency (USD, Sterling pound or Euro). All Agent's Commissions, (if any), shall be disclosed in Sri Lanka Rupees in the appropriate column of the Schedule of Prices. Prices not submitted on the prescribed form and in the manner required are liable for rejection of the Bid.

## **1.18 Preliminary Examination of Bids**

The CPSTL Department Procurement Committee will examine the Bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the Bids are generally in order. The CPSTL may, at its discretion call clarifications from Bidders.

The request for clarification and the response shall be in writing within two weeks from the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

## **1.19 Corrections of Errors**

Bids determined to be substantially responsive will be checked for any arithmetical error and errors will be corrected in the following manner.

- 1.19.1 Where the discrepancy is between the amount in figure and the amount in words, the amount in words will prevail.
- 1.19.2 Where the discrepancy is between unit rate and the line total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Chairman, Department Procurement Committee, CPSTL there is an obvious gross misplacement of the decimal point in the rate, in which case the line-item total as quoted will govern, and the unit rate will be corrected.
- 1.19.3 The amount stated in the Form of Bid will be adjusted in accordance with the above procedure with the concurrence of the Bidder shall be considered as binding upon the Bidder.
- 1.19.4 Where the adjusted price is lower than the bid price the adjusted figure will be taken as the bid price. If the adjusted price is higher than the bid price, the bid figure will be the bid price. The rates will be adjusted with the concurrence of the bidder to reach at the final bid price. If the bidder does not agree for such adjustment, his bid shall be rejected without affecting the Bid Security Guarantee.

## **1.20 Conversion to Single Currency**

To facilitate evaluation and comparison of Bids, all prices quoted in foreign currency will be converted to Sri Lankan Rupees using middle exchange rate published by Central Bank of Sri Lanka, on date 28 Days prior to date of closing of Bids.

## **1.21 Evaluation of Bids**

- 1.21.1 The CPSTL will carry out a detailed evaluation of the Bids, to determine the lowest evaluated substantially responsive bid, out of the bids received.
- 1.21.2 The evaluation process will comprise:
  - (i) Bid Examination  
To determine the eligibility of bidders, legal validity of Bid and substantial responsiveness of Bids received.
  - (ii) Detailed Bid Evaluation  
To determine the lowest evaluated Bid, from among the substantially responsive Bids received.
    - **Technical Requirements**  
Specifications of this Bidding document including the information/details requested under Clause 1.5 of ITB will be checked with the Bid.
    - **Financial Evaluation of Bids**  
For comparison of Bids, Total Delivered Cost will be considered based on FOB, Freight, insurance, local agency commission (if any), third party inspection cost etc given by the bidder.

Bidders shall Fax/Email and confirm in writing any query raised by CPSTL, on the proposals at the stage of evaluation of bids.

## **1.22 Department Procurement Committee's right to accept or reject any or all Bids**

- 1.22.1 The Department Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- 1.22.2 The Department Procurement Committee reserves the right to reject any or all Bids or any part thereof, without assigning any reasons. The Department Procurement Committee may accept any or all items of an offer and reserves the right to increase or decrease the number of units, at prices indicated in the Schedule of Prices.
- 1.22.3 The notice of acceptance of Bid will be sent by Fax or e mail, followed by post to the successful Bidder, to the address given by him in the Bid Document, soon after the decision of the Department Procurement Committee.

### **1.23 Award Criteria**

The DPC reserves the right to award the contract and place the order on either of FOB basis and to arrange freight through Ceylon Shipping Corporation Limited (CSCL) or their nominated freight forwarder and to arrange marine insurance through any local insurance company or CFR basis and to arrange marine insurance through any local insurance company or CIF basis.

The notice of acceptance of Bid will be sent by Fax, followed by post to the successful Bidder, to the address given in the accepted offer, soon after the decision of the Department Procurement Committee is made. Subject to ITB Clause 1.21 the Department Procurement Committee will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive and lowest evaluated Bid provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

The successful Bidder's will be informed by the Procurement Manager of CPSTL to supply Internal Floating Roof conforming to Technical Specifications, and strictly on the agreed delivery dates which shall be within **120 (hundred and twenty) days from date of LC** as per Clause 2.5 of COC. The successful Bidder will be called upon to enter into an Agreement with CPSTL. As specimen Form of Agreement is attached as Annex - C.

### **1.24 Notice of Acceptance**

Acceptance of bid will be communicated by fax / E-mail and confirmed in writing by registered post to the successful bidder to the address given by him, soon after the receipt of Department Procurement Committee decision. Any change of address of the bidder shall be promptly notified to the Procurement Manager, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 1<sup>st</sup> Floor, New Building, Oil Installation, Kolonnawa, Sri Lanka.

## **2. CONDITIONS OF CONTRACT (COC)**

### **2.1 Performance Security**

- 2.1.1 The successful Bidder, on being notified by CPSTL of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within fourteen (14) days of such notification through/confirmed by an approved commercial Bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka), in a sum equivalent to 10% of the Total value of the accepted Bid. The Performance Guarantee shall be in accordance and in the format given in Annex – D.
- 2.1.2 If the successful bidder fails to furnish the Performance Guarantee as aforesaid, his name shall be placed in the list of defaulting Contractors. CPSTL shall therefore, be in its absolute discretion to make suitable arrangements required for the performance of such bid, as the case may be, at the risk and expense of the successful Bidder. The successful Bidder, in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, costs, expenses and damages, which the CPSTL may sustain in consequence of such failure and the Bid Security shall be forfeited.
- 2.1.3 The Letter of Credit will be opened only after the receipt of the Performance Guarantee. The Performance Guarantee shall be in favour of the CPSTL, and shall be valid for a period not less than Ninety-One (91) days from the date of anticipated handing over date of whole work after successful supply, installation, Testing and commissioning. To expedite opening of Letter of Credit, the Supplier/ Principal shall on his own account instruct his Bank to Fax CPSTL, the date, the amount and validity period of the Performance Guarantee.

### **2.2 Mode of Payment**

- 2.2.1 Payments shall be made by an irrevocable Letter of Credit, 90% of LC value at sight and balance 10% after the delivery, installation, testing, commissioning, handover and acceptance by CPSTL

L/C opening charges shall be borne by the applicant and all other charges outside the applicant's country shall be borne by the beneficiary. Any bank charges incurred in amending L/C terms at the request of the supplier shall be borne by the beneficiary.

Payment for installation, testing and commissioning shall be made after successful commissioning of each Internal Floating Roof.

- 2.2.2 Agents' Commission

In the "Schedule of Prices" the Bidder shall indicate the local Agent's Commission (if any), in Sri Lankan Rupees. Agency Commission shall be paid on receipt of a Certificate from the CPSTL that the items have been received as per the terms and conditions of the contract.

### **2.3 Inspection & Testing**

The successful bidder shall carry out material/component and workmanship inspection by a third-party inspection company approved by CPSTL, witnessed by two CPSTL engineers at the fabrication shop of the manufacturer. Inspection certificates shall be issued by the third party Inspection Company before shipment/dispatch. Third party inspection reports shall be provided in accordance with EN 10204 3.2. The supplier shall allow two CPSTL Engineers to witness the test and perform inspection. The Supplier shall provide sufficient notice for the CPSTL officials to arrange for the witness of the Inspection. CPSTL shall have full authority to reject any material or workmanship of any equipment or component which does not in the opinion of the CPSTL Engineers or Certifying Authority comply with the relevant standards and other specifications.

## **2.4 Warranty**

- 2.4.1 Supplier shall give a manufacturers' warranty for all the items supplied by him for a period of 12 months or above from the date of commissioning.
- 2.4.2 Any defect found during this warranty period should be attended by the supplier at his own cost (labour & spare parts) and any defective parts should be replaced with new parts free of charge.

## **2.5 Shipment**

- 2.5.1 After the consignment is shipped, the supplier shall send 02 copies of each of the following shipping documents to the Procurement Manager, CPSTL.
  - (i) Clean On-Board Freight prepaid/Collect Bill of Lading showing destination as Colombo and indicating actual amount of freight paid. If freight is not indicated on the Bill of Lading, freight receipt issued by the Shipping Company, indicating the freight shall be annexed.
  - (ii) Commercial Invoices showing cost and freight separately.
  - (iii) The Certificate of Manufacturer, stating that the items shipped were manufactured by them and indicating Country of Origin.
  - (iv) Packing list.
  - (v) Final approval document for shipment issued by CPSTL.
- 2.5.2 The suppliers shall submit a certificate to CPSTL from 3<sup>rd</sup> party independent inspector/ Inspection Company approved by CPSTL for inspection, testing, quality, quantity confirming that the items supplied conform with specifications and supplier has submitted the packing requirements to CPSTL. Third party inspection reports shall be provided in accordance with EN 10204 3.2. This certificate shall be scrutinized by CPSTL and "final approval document for shipment" will be issued.
- 2.5.3 All test reports, Manufacturer's data sheets/books, detail drawings in three sets (original & two duplicates), maintenance manual & illustrated spare parts manuals shall be sent along with the shipment. The Internal Floating Roof shall be delivered to CPSTL within One Hundred and twenty (120) days from the date of establishment of Letter of Credit.

## **2.6 Delays in Delivery**

Where the Supplier does not supply of the Internal Floating Roof in due time to arrive in Colombo, in accordance with the stipulated and agreed dates of delivery, as given in the bidding document, the supplier shall when required by the Ceylon Petroleum Storage Terminals Limited be bound to supply such quantities of internal floating roofs as may be necessary immediately by the Ceylon Petroleum Storage Terminals Limited by making suitable arrangements, in order that the said internal floating roofs will reach Colombo in due time.

If the Supplier fails to arrange for the Supply and Installation of Internal Floating Roofs for Tank No. 4 and 5 at LBD Magalle the manner aforesaid, the Ceylon Petroleum Storage Terminals Limited will have the right to make suitable alternate arrangements for the required supplies and to claim from the supplier, the additional expenses thereby incurred by the Ceylon Petroleum Storage Terminals Limited.

## **2.7 Defaults by Successful Bidder**

If the successful Bidder, defaults in the supply or otherwise commits a breach of any of the provisions in the Contract with CPSTL for the Design, Manufacture, Supply, Installation, Testing and Commissioning of Internal Floating Roof for Tank No. 4 and 5 at LBD Magalle according to the Technical Specifications, he shall be liable to pay to CPSTL, all loses, damages and expenses incurred by CPSTL, in consequence of such default or breach. Bidders shall declare that they had read the Bid Conditions, and that they make the offer in compliance with, and subject to all the conditions thereof, and agree to perform the services in accordance with the said conditions in the manner therein set out, and in terms of this Bid. A form of Bid, as Annex- 'A' is attached.

## **2.8 Liquidated Damages**

Should the supplier fail to supply Internal Floating Roofs, within the period specified or should he fail to replace any rejected Internal Floating Roof or part thereof with a like quantity of approved quality within the period allowed, the Supplier shall be liable to pay as a pre-estimate of liquidated damages, the sum of 1/100<sup>th</sup> of the FOB value of the Internal Floating Roofs per day for delay in executing the order, until the order is completed subject to a maximum of 10% of total FOB value of the order. The Supplier in these circumstances shall also render himself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in the Ceylon Petroleum Storage Terminals Limited Bids.

## **2.9 Patent Infringement**

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

## **2.10 Credit or Aid Lines**

If the, Internal Floating Roofs supplied under any Credit or Aid Line available to Sri Lanka, such arrangement shall be indicated in the Bid.

## **2.11 Force Majeure**

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

## **2.12 Dispute**

Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be settled in accordance with the provisions of law governing like disputes and triable by court of law of The Democratic Socialist Republic of Sri Lanka.

## **2.13 Completion of Work and Completion Certificate**

As soon as the work is completed in all respects, the contractor shall give written notice of such completion to the CPSTL Engineer and within thirty (30) days of receipt of such written notice the CPSTL Engineer shall inspect the work and shall furnish the contractor with a certificate of completion indicating:

- a) Defects, if any, to be rectified by the contractor
- b) Items, if any, for which payment shall be made in reduced rates
- c) The date of completion

## **2.14 Use of Materials and Return of Surplus Materials**

All surplus (serviceable) or unserviceable materials that may be left over after the completion of the contract or at its termination for any reason whatsoever, the Contractor shall deliver the said product to the CPSTL without any demur. The price to be paid to the Contractor, if not already paid either in full or in part, however, shall not exceed the amount mentioned in the Schedule of Rates.

It is made clear that the CPSTL shall not be liable to take surplus stock and keep possession and pay for the surplus and unserviceable stocks. CPSTL may direct the Contractor to take back such material brought by the Contractor and becoming surplus and which the CPSTL may decide to keep and not to pay for the same.



## **2.15 Damage to Property**

- 2.15.1 Contractor shall be responsible for making good to the satisfaction of the CPSTL any loss of and any damage to all structures and properties belonging to the CPSTL or being executed or procured by the CPSTL or of other agencies within the premises of the work of the CPSTL, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives or sub-contractors.
- 2.15.2 The Contractors shall indemnify and keep the CPSTL harmless of all claims for damage to CPSTL's property arising under or by reason of this contract.
- 2.15.3 Damage cause to the tank coating during installation of IFR shall be rectified by the contractor as per the standard method of recommended by paint manufacture and relevant API standards.

## **2.16 First Aid and Industrial Injuries**

Contractor shall maintain first aid facility for his employees and those of his sub-contractors.

## **2.17 Special Safety Conditions**

- 2.17.1 The work/workers should conform to the Fire & Safety rules and regulations of CPSTL and they shall wear safety belts when working at high elevations.
- 2.17.2 The Bid price shall include for construction of a storeroom and maintain as required for the duration of contract and allow for clearing away on completion of the work.
- 2.17.3 The Bidder shall bear in mind that this contract would have to be executed in a Petroleum Installation.
- 2.17.4 The Bidder is advised to familiarize himself of the security procedures in force within the installation Before work of any nature is commenced in any area it is necessary to obtain permits relevant to type of work and safety certificate for equipment. All precautions stipulated in these documents must be obeyed by the contractor and his employees. If the work cannot be completed in the period for which these documents are valid the work shall be discontinued until the documents have been renewed.
- 2.17.5 The Kolonnawa Installation and LBD Magalle premises are considered as high security zones and all contractor's personnel shall abide by the security regulations prevailing and those which might be enforced as and when necessary due to changes circumstances.
- 2.17.6 All contractor's personnel and their vehicles will be required to obtain gate passes before entering in to the Kolonnawa Installation and LBD Magalle.

### 3. SCOPE OF SUPPLY

#### 3.1 Scope of Supply by CPSTL

- 3.1.1 Physical measurement reports and available plumbness measurements will be supplied on the request of the Contractor. Accuracy of such details must be assured by on his own at the site.
- 3.1.2 Construction Utilities
- 3.1.2.1 Design, Electricity and drinking water that would be supplied to the contractor to undertake this work would be charged from the contractor as per meter/estimate. The prospective contractor is required to indicate his requirements of power from the CPSTL in his offer for evaluation purposes.
- 3.1.2.2 The electrical power supply available to the contractor is 1000 Watts, 400V AC, 4 wire (TPN), 50Hz and shall be subjected to following 06 conditions.
- 3.1.2.3 The Electrical Section of CPSTL will terminate feeding cable to a suitable circuit isolating and interrupting devices such as a circuit breaker or a switch fuse at convenient location, within 100 ft. from the tank shell. This switch gears shall remain the property of CPSTL and contractor shall have no access to it.
- 3.1.2.4 It is the responsibility of the contractor to properly connect his main power distribution board to the downstream side of the CPSTL switch gear, in consultation / supervision of Electrical Engineer of CPSTL.
- 3.1.2.5 Contractor's power distribution board should consist of adequate over current and earth leakage protective device for safety of men and machinery.
- 3.1.2.6 It is the responsibility of the contractor to maintain his switch gear and cable network in good condition, so as to provide, complete safety to men and machinery.
- 3.1.2.7 Power supply will be energized after inspection by the Electrical Engineer of CPSTL, provided all requirements in clause (2) and (3) are satisfied.
- 3.1.2.8 The whole electrical installation of the contractor shall conform to IEE wiring regulations (16th Edition) published by the Institution of Electrical Engineers (I.E.E), London.

#### 3.2 Scope of Supply by Contractor

- 3.2.1 Design, Manufacture, Supply, Installation, Testing and Commissioning of Internal Floating Roofs complete with all accessories as per the specification and API standard for Tank No. 4 and 5 at Oil Installation, Kolonnawa.

Tank No	Diameter (m)	Capacity (m <sup>3</sup> )	Product	Density (kg/m <sup>3</sup> ) at 15°C	Filling Rate/ (m <sup>3</sup> /h)	Emptying Rate (m <sup>3</sup> /h)
4	8.92	422.80	Petrol	725~785	1250	1000
5	7.257	320.00	Petrol	725~785	1250	1000

- 3.2.2 Supply of commissioning spare parts.
- 3.2.2.1 Minimum one-year warranty from the date of commissioning for the equipment supplied and installed.
- 3.2.2.2 Third party inspection of material test certificates, shop fabrication and testing of each internal floating roof by a reputed third-party inspection company approved by CPSTL, witnessed by two CPSTL engineers at the manufacturer's shops and submission of third party inspection report to CPSTL.

- 3.2.2.3 Supply of tools, equipment and any other required materials for the inspection and testing.
- 3.2.2.4 Supply of as built detailed drawings, all test certificates, and duly furnished manufacturing data sheets along with the internal floating roofs.
- 3.2.2.5 Supply of installation, operation, workshop and spare parts manuals in English Language.
- 3.2.2.6 Internal Floating Roofs components suitably protected for transportation and suitable for abnormal weather conditions .
- 3.2.2.7 Supply of Internal Floating Roof erection procedure.
- 3.2.2.8 Supply of procedure for observing any seal damage during operations.
- 3.2.2.9 Supply of food, accommodation, internal transportation, any other local expenses for two CPSTL Engineers witnessing the testing and inspection at the manufacture's testing facility. Chargers for return air tickets and visa for CPSTL Engineers will be borne by CPSTL.
- 3.2.2.10 Training of CPSTL maintenance crew for preventive maintenance, trouble shooting and repairing at the workshop of CPSTL, Sri Lanka.
- 3.2.2.11 Calibration

After successful completion of tanks calibration is to be attended. The calibration and tabulations shall conform to API 2550, ASTM 1220. The tank calibration is to be carried out using one of the following methods by a third-party company acceptable to CPSTL.

- i. MPMS Ch. 2.2B – Calibration of Upright Cylindrical Tanks using the Optical Reference Line Method (ORLM)
- ii. MPMS Ch. 2.2C – Calibration of Upright Cylindrical Tanks using the Optical Triangulation Method (OTM)
- iii. MPMS Ch. 2.2D - Calibration of Upright Cylindrical Tanks using the Internal Electro Optical Distance Ranging Method (EODRM)
- iv. MPMS (Manual of Petroleum Measurement Standards)

The name and address of the 3rd party company should be given in the bid for evaluation purposes. Calibration of the tanks and submission of calibration charts and soft copies in the form of spread sheets.

The Contractor shall submit three sets of certified calibration tables to the Engineer on or before successful completion of the work.

## 4. SCOPE OF WORK AND SPECIFICATIONS

### 4.1 Scope of Work by CPSTL

- 4.1.1 Necessary modification for the tanks to install internal floating roof in fixed roof tanks which shall be attended by other party.
- 4.1.2 Only one modified Tanks will be released for the installation of IFR at an instance.
- 4.1.3 Next tank will be released for IFR installation approximately within 3 months from the completion, testing and commissioning of the previous tank.

### 4.2 Contractors' Scope of Work and Specifications

Scope of Work and Specifications for Design, Manufacture, Supply, Installation, Testing and Commissioning of Aluminium internal floating roofs (Metallic Roofs on floats) are as follows.

#### 4.2.1 Scope of Work

- 4.2.1.1 Design, Manufacture, Supply, Installation, Testing and Commissioning of Aluminium internal floating roofs on floats having their deck above the liquid, supported by closed pontoon compartments for buoyancy as per API STANDARD 650 Twelfth Edition, March 2013. Appendix H Section H.2.2 e inside the Fixed Roof Tank (Refer Table No. 01 for details) to minimize breathing losses and thereby reduce the overall Hydrocarbon loss from the tank.
- 4.2.1.2 The Bidder shall also carry out the jobs that are not specifically mentioned in this specification here but required for successful completion of the job in all respects as per the standards, drawings and codes. Loading, handling and transportation of all materials from supply point/store at work site/Contractor's store as per the requirement of the job.
- 4.2.1.3 It is desired that the provision of Aluminium Internal Floating Roof shall have minimum impact on safe filling capacity of the Tank.
- 4.2.1.4 Contractor shall study the drawings attached. A certificate for suitability of proposed Internal Floating Roofs shall be submitted to CPSTL.

#### 4.2.2 Codes and standards

- API Standard 650, Welded tanks for oil storage, 12<sup>th</sup> Edition, March 2013.
- API Standard 653, Tank Inspection, Repair, Alteration and Reconstruction, 5<sup>th</sup> Edition, November 2014

The applicable fabrication, erection, welding, inspection and testing requirements of Annex H of API standard 650 shall be met.

#### 4.2.3 Specification

##### 4.2.3.1 Material

The Manufacturer shall submit a complete material specification in his proposal. The choice of materials shall be governed by compatibility with the specified liquid. Material produced to

specifications other than those listed in API STANDARD 650 Annex. H (alternative materials) may be used. Material shall be certified to meet all the requirements of a material specification listed in API STANDARD 650 Annex H and approved by the CPSTL or shall comply with requirements as specified by the CPSTL.

The material of floating roof is Aluminium. Aluminium shall conform to the requirements of Section 2 of ASME B96.1. Aluminium skin shall be 0.51 mm (0.020 in.) minimum nominal thickness. Aluminium floats shall be 1.3 mm (0.050 in.) minimum nominal thickness.

Peripheral rim section shall be 3.0 mm minimum thickness.

#### 4.2.3.2 General Requirements

- a. An internal floating roof and its accessories shall be designed and constructed to allow the roof to operate throughout its normal travel without manual attention and without damage to any part of the fixed roof, the internal floating roof, internal floating roof seals (except for normal wear), the tank, or their appurtenances
- b. The internal floating roof shall be designed and built to float and rest in a uniform horizontal plane (no drainage slope required).
- c. All seams in the internal floating roof that are exposed to product vapor or liquid shall be vapor-tight in accordance with API STANDARD 650 H.4.3.1.
- d. A vapor-tight rim (or skirt), extending at least 150 mm (6 in.) above the liquid at the design flotation level, shall be provided around both the internal floating roof periphery and around all internal floating roof penetrations (columns, ladders, stilling wells, man ways, open deck drains and other roof openings) except for drains designed to avoid product backflow onto the roof.
- e. A vapor-tight rim (or skirt), extending at least 100 mm (4 in.) into the liquid at the design flotation level, around both the internal floating roof periphery and around all internal floating roof penetrations (columns, ladders, stilling wells, manways, open deck drains and other roof openings), with the exception of penetrations for pressure-vacuum (bleeder) vents (per H.5.2.1).
- f. All conductive parts of the internal floating roof shall be electrically interconnected and bonded to the outer tank structure. This shall be accomplished by electric bonding shunts in the seal area (a minimum of four, uniformly distributed) or flexible multi-strand cables from the external tank roof to the internal floating roof (a minimum of two, uniformly distributed). All movable cover accessories (hatches, manholes, pressure relief devices, and other openings) on the internal floating roof shall be electrically bonded to the internal floating roof to prevent static electricity sparking when they are opened.
- g. Each closed flotation compartment shall be capable of being field inspected for the presence of combustible gas. Inspection openings shall be located above the liquid level and closed compartments shall be capable of being resealed in the field after periodic inspection (to prevent liquid or vapor entry).
- h. All closed flotation compartments shall be seal welded to prevent liquid or vapor entry.
- i. Deck Drains shall be provided to return any spillage or condensate to the product. Such drains shall close automatically or extended at least 100 mm into the product to minimize the vapor loss.

#### 4.2.3.3 Buoyancy Requirements

- a. All internal floating roof design calculations shall be based on the lower of the product specific gravity or 0.7 (to allow for operation in a range of hydrocarbon service),
- b. All internal floating roofs shall include buoyancy required to support at least twice its dead weight (including the weight of the flotation compartments, seal and all other floating roof and attached components), plus additional buoyancy to offset the calculated friction exerted by peripheral and penetration seals during filling.
- c. The internal floating roof shall be designed to meet the requirements of API STANDARD 650 H.4.2.1.3 and to safely support at least two men walking anywhere on the roof while it is floating or resting on its supports without damaging the floating roof and without allowing product on the roof. One applied load of 2.2 kN (500 lbf) over 0.1 m<sup>2</sup> (1 ft<sup>2</sup>) applied anywhere on the roof addresses two men walking.

#### 4.2.3.4 Internal Floating Roof Support Design Loads

Internal floating roof supports and deck structural attachments (such as reinforcing pads and pontoon end gussets) shall be designed to support the load combinations listed in API STANDARD 650 H.4.2.2.2 without exceeding allowable stresses. Consideration shall also be made for non-uniform support settlement or other non-uniform load distribution.

#### 4.2.3.5 Other Design Requirements

Aluminum load carrying members, assemblies and connections shall comply with the design requirements of the latest edition of the *Aluminum Design Manual*.

#### 4.2.3.6 Joint Design

- a. All seams in the floating roof exposed directly to product vapour or liquid shall be welded, bolted, screwed, riveted, clamped, or sealed and checked for vapour-tightness per API Standard 650 H.6.2.
- b. Welded joints between aluminium members shall conform to API Standard 650, AL.5.1
- c. Single-welded butt joints without backing are acceptable for flotation units where one side is inaccessible.
- d. The thickness of fillet welds on material less than 4.8 mm (3/16 in.) thick shall not be less than that of the thinner member of the joint.
- e. Only austenitic type stainless steel hardware shall be used to join aluminium components to each other or to carbon steel.
- f. Manufacturer shall specify if aluminum hardware may be used to join aluminum components. Aluminum shall be isolated from carbon steel by an austenitic stainless-steel spacer, an elastomeric pad, or equivalent protection. The use of plated fasteners shall be permitted only when connecting steel components.
- g. Use of any joint sealing compound, insulating material, polymer, elastomer, or adhesive shall be preapproved by the CPSTL. The joining procedure along with test results demonstrating the properties required by this paragraph shall be described completely.

- h. Any joint sealing compound, insulating material, elastomeric or adhesive shall be compatible with the product stored; specified service conditions; and with materials joined.
- i. Resulting joints shall be equivalent in serviceability (with the basic floating roof components), of a size and strength that will accept the roof design loads without failure or leakage, and shall have an expected life equal to the service life of the roof. Any non-metallic component shall be selected and fabricated to preclude absorption (under design conditions specified and permitted by this standard) of hydrocarbons, hydro-test water and specified product to be stored.

#### 4.2.3.7 Peripheral Seals

- a. In addition to the required floating roof primary peripheral seal, secondary peripheral seals shall be provided.
- b. A peripheral seal (rim seal) that spans the annular space between the internal floating roof deck and the shell shall be provided. Peripheral seals shall be one mounted above the other, the lower is the primary peripheral seal and the upper is the secondary peripheral seal.
- c. Primary and Secondary seal material shall be able to use with gasoline (Fluoropolymers or Nitril)
- d. All peripheral seals and their attachment to the floating roof shall be designed to accommodate  $\pm 100$  mm ( $\pm 4$  in.) of local deviation between the floating roof and the shell.

##### Type of peripheral seal

- a. Peripheral seals (Primary and Secondary) shall be Vapor-mounted rim seal in a form of flexible-wiper seals.  
Vapor-mounted rim seal means Peripheral seal positioned such that it does not normally contact the surface of the stored liquid. Flexible-wiper seal means a rim seal utilizing a blade or tip of a flexible material (such as extruded rubber or synthetic rubber) with or without a reinforcing cloth or mesh.
- b. The specific requirements for all floating roof peripheral seals are listed below.
  - 1) All fasteners and washers for installation of seal joints, including fabric seal joints, shall be austenitic stainless steel. (See restrictions on contact between galvanizing and stainless steel in API STANDARD 650S.2.1.3.)
  - 2) The seals shall be designed for a temperature range extending from design metal temperature less 8 °C (15 °F) to the maximum operating temperature.
  - 3) Lengths of seal sections shall be as long as practical. No holes or openings shall be permitted in the completed seal. The seal material may be fabricated in sections resulting in seams, but any such seam shall be joined or otherwise held tightly together along the entire seam. For peripheral seals that use a fabric material to affect the seal, the requirement in the preceding sentence applies only to the fabric and not to any support devices. An adequate but minimum number of expansion joints shall be provided.
  - 4) Provisions shall be made to prevent damage to the seal due to any overflow openings in the shell.
  - 5) Rough spots on the shell that could damage the seal assembly shall be ground smooth. See API STANDARD 650H.6.1.
  - 6) All metallic components shall be electrically bonded. See API STANDARD 650H.4.1.6 or C.3.1.6 for electrical bonding requirements.

#### 4.2.3.8 Roof Penetrations

Columns, ladders, and other rigid vertical appurtenances that penetrate the deck shall be provided with a seal that will permit a local deviation of  $\pm 125$  mm ( $\pm 5$  in.). Appurtenances shall be plumb within a tolerance of  $\pm 75$  mm ( $\pm 3$  in.).

#### 4.2.3.9 Roof Supports

- a. The floating roof shall be provided with adjustable supports.
- b. The height of the floating roof shall be adjustable to two positions with the tank in service to establish the low (operating) and high (maintenance) levels of the roof supports. The design of the supports shall prevent damage to the fixed roof and floating roof when the tank is in an overflow condition.
- c. The low roof position shall be the lowest permitted by the internal components of the tank including shell nozzles with internal projections.
- d. The high roof position shall provide a 2-m (78-in.) minimum clearance throughout the bottom, between the roof and the tank bottom (Must be sufficient to work under the roof without bending).
- e. Supports shall be fabricated from pipe, supports fabricated from pipe shall be notched or otherwise constructed at the bottom to provide complete liquid drainage.
- f. Aluminum supports shall be isolated from carbon steel by an austenitic stainless steel spacer, an elastomeric bearing pad, or equivalent protection.

#### 4.2.3.10 Openings and Appurtenances

##### 4.2.3.10.1 Ladder

A ladder shall be provided to access from tank bottom to Internal floating roof deck when Internal floating roof is resting on its supports. The ladder shall be attached to Internal floating roof and it shall not be attached to tank bottom.

##### 4.2.3.10.2 Vents

###### Internal Floating Roof Pressure-Relieving Vents

- a. Vents suitable to prevent overstressing of the roof deck or seal membrane shall be provided on the floating roof. These vents shall be adequate to evacuate air and gases from underneath the roof such that the internal floating roof is not lifted from resting on its supports during filling operations, until floating on the stored liquid. The vents shall also be adequate to release any vacuum generated underneath the roof after it settles on its supports during emptying operations.
- b. Internal floating roofs shall be equipped with pressure-vacuum-activated vents. Pressure vacuum activated vents shall be designed to open and achieve required flow rates within the design capacities of the floating roof and floating roof support system as described in API STANDARD 650H.5.2.1.1.

###### Tank Circulation Vents

Tank circulation vents will be fabricated and installed by other party conforming to API Standard 650. Relevant drawings and details of the modification are attached in the Bidding Document for reference.



#### 4.2.3.11 Liquid-Level Indication, Overfill Protection and Overflow Slots

The internal floating roof Manufacturer shall provide information defining the internal floating roof and seal dimensional profile for the CPSTLs' determination of the maximum normal operating and overfill protection liquid levels (considering tank fixed-roof support, overflow slots or any other top of shell obstructions). The floating roof Manufacturer shall provide the design flotation level (liquid surface elevation) of the internal floating roof at which the pressure/vacuum relief vents will begin to open (to facilitate the CPSTLs' determination of minimum operating levels).

#### 4.2.3.12 Anti-Rotation and Centering Devices

The internal floating roof shall be centred and restrained from rotating. A guide pole with rollers, two or more seal centring cables or other suitable device(s) shall be provided as required for this purpose. The internal floating roof shall not depend solely on the peripheral seals or vertical penetration wells to maintain the centred position or to resist rotation. Any device used for either purpose shall not interfere with the ability of the internal floating roof to travel within the full operating elevations in accordance with API STANDARD 650H.4.1.1.

#### 4.2.3.13 Manholes, Access Ladder and Inspection Hatches

##### 4.2.3.13.1 Access Ladder

Ladder with access manhole from the roof will be fabricated and installed by other party conforming to API STANDARD 650. Relevant drawings and details of the modification are attached in the Bidding Document for reference.

##### 4.2.3.13.2 Internal floating roof deck manholes

Two internal floating roof deck manholes shall be provided for easy access to and ventilation of the tank when the floating roof is on its supports and the tank is empty. The manholes shall have nominal opening of 600 mm and shall be provided with a bolted or secured and gasketed manhole cover. The manhole neck dimensions shall meet the requirements of API STANDARD 650H.4.1.4 and H.4.1.5.

#### 4.2.3.14 Inlet Diffuser

Tank Inlet Diffusers will be fabricated and installed by CPSTL conforming to API STANDARD 650. Relevant drawings and details of the modification are attached in the Bidding Document for reference.

#### 4.2.3.15 Gauging and Sampling Devices

Internal floating roof shall have provision to accommodate Stilling well for radar gauge extending up to the fixed roof and Provision in the internal floating roof for taking manual product level measurements using Dip Tape and Plumb. All such devices on the floating roof shall be installed within the plumbness tolerance of H.4.5 of API Standard 650.

Stilling well will be fabricated and installed by other party conforming to API standard 650. CPSTL will provide relevant drawings and details of the modification for reference

#### 4.2.3.16 Foam Dams

Internal floating roof shall have installed Integral Foam Dam to concentrate firefighting foam in the tank seal area in the case of a fire. Integral foam dam shall have bolted directly to the rim angle and the base of a secondary tank seal of the floating roof. Foam Dam shall require less foam, corrosion resistant, will last the life of tank and should comply with API STANDARD 650 Appendix-H, H.5.9.

#### 4.2.3.17 Fabrication, Erection, Welding, Inspection, and Testing

- a. The applicable fabrication, erection, welding, inspection, and testing requirements of API STANDARD 650 Standard shall be met. A Tank physical measurement report and tank mechanical drawings will be provided to the bidder along with this document.
- b. Upon the start of internal floating roof installation, or concurrent with assembly within a tank under construction, the tank (interior shell and vertical components) shall be inspected by the floating roof erector. The purpose of this inspection shall be to confirm plumbness of all interior components, along with roundness and the condition of the shell (for the presence of damage, projections, or obstructions) to verify that the floating roof and seals will operate properly.
- c. Any defects, projections, obstructions or tank tolerance limits (exceeding those defined in 7.5 of Appendix H of API 650), which would inhibit proper internal floating roof and seal operation, that are identified by the internal floating roof erector shall be reported to the CPSTL
- d. Deck seams and other joints that are required to be or vapor-tight per API STANDARD 650 H.4.1.3 shall be tested for leaks by the shop or field joint assembler. Joint testing shall be performed by means of penetrating oil or another method consistent with those described in this standard for testing cone-roof and/or tank-bottom seams, or by any other method mutually agreed upon by the Purchaser and the roof Manufacturer.
- e. The floating roof Manufacturer shall supply all floating roof closures required for testing per API STANDARD 650 H.4.1.3, H.4.1.7, H.4.3.1, and H.6.2. Rivets, self-tapping screws, and removable sections are not acceptable for test plugs.
- f. Any flotation compartment that is completely shop-fabricated or assembled in such a manner as to permit leak testing at the fabricating shop shall be leak tested at the shop as well as retested in the field by the floating roof erector for all accessible seams. In the field assembly yard or in the erected position, the erector shall spot leak test 10 % of the flotation compartments, whether shop- or field-fabricated.
- g. CPSTL representatives may select the specific compartments to test and the test location, based on his visual inspections for indications of damage or potential. Any leaking compartments shall be repaired and re-tested by the roof Manufacturer. If the testing finds any leaks in compartments tested, except for those damaged by shipping, then 100 % of the roof compartments shall be leak tested. Unless prohibited by safety concerns, leak testing shall be at an internal pressure of 20 kPa to 55 kPa (3 lbf/in.2 to 8 lbf/in.2) gauge using a soap solution or commercial leak detection solution.
- h. Upon assembly and prior to a flotation test, the erector shall inspect to verify that the peripheral seal produces an acceptable fit against the tank shell.

#### 4.2.3.18 Initial Flotation

A flotation test and initial fill inspection shall be conducted by the CPSTL which shall be witnessed by the supplier. CPSTL shall make water connections and supply all tank closures required for testing and remove all water connections and temporary closures (including gaskets, fasteners, test blanks, etc.) after completion of the test.

Flotation test may be done using water or product at the option of the CPSTL. During this test, the internal floating roof and all accessible compartments shall be jointly checked by supplier and CPSTL to confirm that they are free from leaks. The appearance of a damp spot on the upper side of the part in contact with the liquid shall be considered evidence of leakage.

During initial fill the internal floating roof shall be checked to confirm that it travels freely to its full height. The peripheral seal shall be checked for proper operation throughout the entire travel of the internal floating roof.

#### 4.2.3.19 Commissioning of Internal Floating Roof

After initial floatation test the evaporation losses of the tank shall be monitored jointly for 14 days to confirm the satisfactory operation of Internal Floating Roof.

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# SCHEDULE OF PRICES

SCHEDULE – A

## DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF INTERNAL FLOATING ROOFS FOR TANK NO. 4 AND 5 AT LBD Magalle.

(Currency to be specified)

(Currency)

1. **Tank No. 4**

- 1.1 Unit Price (F.O.B) : .....
- 1.2 Freight Charges : .....
- 1.3 Total CFR Price : .....
- 1.4 Insurance : .....
- 1.5 CIF Price : .....
- 1.6 Installation and Commissioning Price : .....
- 1.7 Calibration of the Tank : .....

2. **Tank No. 5**

- 2.1 Unit Price (F.O.B) : .....
- 2.2 Freight Charges : .....
- 2.3 Total CFR Price : .....
- 2.4 Insurance : .....
- 2.5 CIF Price : .....
- 2.6 Installation and Commissioning Price : .....
- 2.7 Calibration of the Tank : .....

3. Third Party Inspection fee for 2 nos. of Internal Floating Roofs : .....

4. Accommodation and local expenses for two CPSTL Engineers : .....

5. Grand Total : .....  
Grand Total in Words : .....

Local Agency commission (Rs.) : .....

Offer Validity : .....

Payment Terms : .....

Name of Third Party Inspection Company : .....

Warranty : .....

- Delivery Period (EXW): ..... • Delivery Period (FOB): .....
- Delivery Period (CIF) *Colombo Sea Port*: .....
- Country of Origin/Manufacture: ..... • Country & Port of shipment: .....
- HS Code/s: .....
- Estimated Weight & Dimensions of the Export packed shipment: .....

**Details of the Manufacturer**

Name of the Manufacturer :.....

Country of the Manufacturer :.....

Address :.....  
:.....

Telephone: ..... Facsimile: ..... E-mail: .....

**Details of the Principal Supplier/Beneficiary (If differs from the Manufacturer)**

Name of the Principal/Beneficiary :.....

Country of the Principal/Beneficiary :.....

Address :.....  
:.....  
:.....

Telephone: ..... Facsimile: ..... E-mail: .....

**Details of the Authorized Local Agent (If applicable)**

Name of the Authorized Local Agent :.....

Address :.....  
:.....  
:.....

Telephone: ..... Facsimile: ..... E-mail: .....

**Name of the declared principal supplier/beneficiary/authorized local agent will NOT be changed at any time.**

**Details of the Bidder**

Name of the Bidder :.....

Address :.....  
:.....  
:.....

Telephone: ..... Facsimile: ..... E-mail: .....

**Signature of the Bidder: ..... Date:.....**

**(Company Seal)**

**ANNEX – A**

**FORM OF BID**

**To:** The Chairman  
Department Procurement Committee,  
Ceylon Petroleum Storage Terminals Limited,  
Procurement Function  
1<sup>st</sup> Floor, New Building,  
Oil Installation,  
Kolonnawa,  
Sri Lanka

**From** : .....

Sir,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of contract for Design, Manufacture, Supply, Installation, Testing and commissioning of Internal Floating Roofs, we offer to complete the whole of said services in conformity with the said document.
- A-2 Unless and until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.
- A-3 We understand you are not bound to accept the lowest or any Bid you may receive.
- A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Bidding document.
- A-5 We agree to abide by this Bid **minimum until 18<sup>th</sup> January 2022**. Conditions and prices quoted shall remain binding upon us and maybe accepted at any time before the expiration of the period.
- A-6 We agree to be bound by the Bid, Bid Conditions and Performance Guarantee.
- A-7 We affirm that the said items will be delivered, installed, tested and commissioned within .....(.....) months after we receive notice acceptance of our Bid from the CPSTL.
- A-8 We offer the lump sum fixed price of (specify currency)...../amount in figures/  
...../amount in words/  
for Supply, of....., as detailed out in this Bidding Document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Department Procurement Committee to reject this offer or to accept.

Dated this ..... day of .....2021.

Signature .....in the capacity of  
..... duly

authorized to sign tenders for and on behalf of :

Name .....

Address .....

.....

Company Stamp

Witnesses :

1. Signature : .....

Name : .....

Address : .....

.....

2. Signature : .....

Name : .....

Address : .....

.....

**ANNEX –B**

**FORMAT FOR BID SECURITY**

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

...../insert issuing agency's name and address of issuing branch or office/

**Beneficiary** : Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa.

**Date** : ..... /insert (by issuing agency) date/

**BID SECURITY NO.:** ...../insert (by issuing agency)number/

We have been informed that ...../insert (by issuing agency)name of the Bidder; if a joint venture, list complete legal names of partners/ (hereinafter called "the Bidder") has submitted to you its bid dated ...../insert (by issuing agency)date/ (hereinafter called "the Bid") for execution/ supply /select appropriately) of ...../insert name of Contract/ under Invitation for Bids No. KPR/43/2021 ("the IFB")

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

At the request of the Bidder, we ...../insert name of issuing agency/ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of...../insert amount in figures/

...../insert amount in words/ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

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

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Guarantee issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ...../insert date/ **(minimum till 10<sup>th</sup> March 2022)**

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

.....  
/signature(s) of authorized representative(s)

.....  
/Common Seal of the Bank /

**ANNEX –C**

**FORM OF AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20.., by and between Ceylon Petroleum Storage Terminals Limited (CPSTL) having its registered Office at Oil Installation, Kolonnawa, in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the "CPSTL" which terms of expression as herein used shall where this context so requires and admits mean & include the CPSTL & its Successors& assigns)of the one part and \_\_\_\_\_ of \_\_\_\_\_ a Company duly incorporated & having its registered Office at \_\_\_\_\_(hereinafter called the "Contractor" which terms of expression as herein used shall where this context so requires and admits mean & include the \_\_\_\_\_ & its successors & assigns)of the other part .

Whereas the CPSTL is desirous that the goods known as the Internal Floating Roofs should be supplied by the Contractor and has accepted a Bid by the Contractor for the supply of such Goods, install, test, commission and the remedying of any defects therein.

The CPSTL and the Contractor agree, as follows: -

1. In the agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Contractor's scope of work hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement.
  - **Letter of Acceptance dated \_\_\_\_\_.**
  - **The Bid dated \_\_\_\_\_.**
  - **The Conditions of Contract**
  - **Technical Specifications**
  - **The Completed Schedules and**
  - **The Supplier's Proposal**
3. In consideration of the payments to be made by the CPSTL to the Contractor as hereinafter mentioned, the Agent hereby covenants with the CPSTL to supply and remedy any defects therein, fit for purpose in conformity in all respect according to the provisions of the Agreement.
4. The CPSTL hereby covenants to pay the Contractor in consideration of the Supply and the remedying of defects therein, the agreed 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 Agreement.

In Witness whereof the parties have hereunto caused this Agreement to be executed the day, month & year afore written.

**For and on behalf of the Purchaser**

**For and on behalf of the Supplier**

.....  
Authorized Signature of the Purchaser

.....  
Authorized Signature of the Supplier

.....  
In the capacity of  
[ insert title or other appropriate designation]

.....  
In the capacity of  
[ insert title or other appropriate designation]

**(Common Company Seal)**

**(Common Company Seal)**

In the presences of witness:

In the presences of witness:

Name :.....  
NIC No :.....

Name :.....  
NIC No :.....

Signature :.....

Signature :.....

Address :.....  
.....  
.....

Address :.....  
.....  
.....



**ANNEX –D**

**FORMAT OF PERFORMANCE GUARANTEE**

..... /issuing Agency’s  
Name and Address /of issuing branch or office/

Beneficiary:.....  
/Name and Address of Employer/.....  
.....

Bid Reference No. : .....

Date : .....

**PERFORMANCE GUARANTEE NO : .....**

We have been informed that ..... /name of Contractor/  
Supplier/ (hereinafter called ‘the Contractor’) has entered into Contract No. .... /reference  
number of the contract/ dated ..... with you, for the .....  
..... /insert ‘construction’/ ‘Supply’/ of  
..... /name of contract and brief  
description of Works/ (hereinafter called ‘the Contract’)

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

At the request of the Contractor, we ..... /name of Agency/ hereby  
irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (specify currency)  
..... /amount in figures/ .....  
..... [amount in words],  
such sum being payable in the types and proportions of currencies in which the Contract Price is payable,  
upon receipt by us of your first demand in writing accompanied by a written statement stating that the  
Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds  
for your demand or the sum specified therein.

This guarantee shall expire, no later than the ..... day of ..... 20 ..... /insert date, 90 days  
beyond the scheduled contract completion date/ and any demand for payment under it must be received by  
us at this office on or before that date.

.....  
/Signature(s)/

**ANNEX –E**

**FORMAT OF MANUFACTURER’S AUTHORIZATION**

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

Date : .....  
Bid No. : KPR/43/2021

To: Chairman – Department Procurement Committee  
Ceylon Petroleum Storage Terminals Limited.  
Procurement Function, 1<sup>st</sup> floor, New Building,  
Oil Installation, Kolonnawa, Sri Lanka

**WHEREAS**

We ...../insert complete name of  
Manufacturer/,who are official manufacturers of.....  
..... /insert type of goods manufactured/, having factories at  
.....  
..... /insert full address of Manufacturer’s  
factories/, do hereby authorize .....  
..... /insert complete name of Bidder /to  
submit a bid the purpose of which is to provide the following Goods, manufactured by us  
..... /Insert name  
and or brief description of the Goods/, and to subsequently negotiate and sign the Contract.

We hereby confirm goods offered are in good condition & conforming to the specifications as mentioned in **Clause 4.**

.....  
Signature of authorized representative of the Manufacturer

Company Address:  
.....  
.....

.....  
Company Stamp

Title: .....  
Duly authorized to sign this Authorization on behalf of: /insert complete name of Bidder /

Date : .....

**ANNEX – F****COMPLIANCE / DEVIATIONS SHEET**

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

	<b>Specification /Condition</b>	<b>Complied</b>	<b>Deviations if any</b>
1.	Bid-Security per Annex - B		
2.	Offer Validity – 119 days		
3.	Schedule of Prices (Schedule - A) Duly Filled Stamped, Signed & Forwarded		
4.	Agreed with Payment Terms & Other Requirements		
6.	Agreed with Shipment & Delivery conditions per Clause No. 2.6& 2.5		
7.	Letter of Authorization per Clause No. 1.16		
8.	Form of Manufacturer 's Authorization per Annex - E		
9.	Specifications & Other Conditions as Clause Nos 4		
10.	Agreed with Delivery Period per Clause No 2.5 (c)		
11.	Agreed with Penalty on Delayed Delivery per Clause No. 2.6		
12.	Agreed with Freight arrangement through Ceylon Shipping Corporation or any other freight forwarder		
13.	Literature /Catalogues & Other Technical Data Given		
14.	Name of the Manufacturer given		
15.	Country of Origin, Port of Shipment & the HS Code Given		
16.	Agreed with the Requirement for Pre-Shipment inspection as per clause No. 2.3 including Approval of CPSTL for 3 <sup>rd</sup> Party Inspection Certificate according to EN 10204 type 3.2 & include this requirement in L/C as a condition		
17.	Selected 3 <sup>rd</sup> Party Inspection Company Given		
18.	Name & Address of Local Agent (if any) & Agency Commission Given		
19.	If Relevant, VAT Registration No. Given		
20.	Deviations from Specifications, terms & conditions, if any, indicated		
21.	Documentary proof for recent supplies made to customers in similar magnitude Given		
22.	Compliance with Performance Guarantee per Clause No. 2.1		
23.	Signature Authorization letter		
24.	Other Deviation, if any		
25.	FOB, ,3 <sup>rd</sup> Party Inspection Charges, Freight, Taxes (separately)Given		

.....  
Company Stamp

.....  
Signature of the Bidder

# DRAWINGS

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