



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

REQUEST FOR PROPOSAL

PROCUREMENT OF SERVICES

FOR

**MAPPING FUEL SUPPLY LINES AND UNDERGROUND UTILITY LINES
IN PIPELINE CORRIDOR FROM KOLONNAWA INSTALLATION TO
SOUTH JETTY - COLOMBO HARBOUR**

KPR/11/2023

THE CHAIRMAN
DEPARTMENT PROCUREMENT COMMITTEE (MINOR)
C/O MANAGER PROCUREMENT
PROCUREMENT FUNCTION
01st FLOOR, NEW BUILDING
CEYLON PETROLEUM STORAGE TERMINALS LIMITED
OIL INSTALLATION
KOLONNAWA
WELLAMPITIYA
SRI LANKA

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February 2023

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**CEYLON PETROLEUM STORAGE TERMINALS LIMITED****INVITATION FOR PROPOSALS****MAPPING FUEL SUPPLY LINES AND UNDERGROUND UTILITY LINES IN
PIPELINE CORRIDOR FROM KOLONNAWA INSTALLATION TO SOUTH JETTY -
COLOMBO HARBOUR****BID NO: KPR/11/2022**

1. The Chairman, Department Procurement Committee on behalf of the Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka now invites sealed bids from eligible and qualified bidders for “*Mapping Fuel Supply Lines and Underground Utility Lines in Pipeline Corridor from Kolonnawa Installation to South Jetty - Colombo Harbour*” as described below
2. The work consists carrying out a route survey for the pipelines along the pipeline corridor from main pumphouse of Kolonnawa terminal to South Jetty at Colombo harbour, submit detailed drawings, reports and etc.,
3. The Intended Service Period is 60 days.
4. Bidding will be conducted through **National Competitive Bidding (NCB)** Procedure.
5. To be eligible for contract award, the successful bidder shall not have been blacklisted.
6. Qualification requirements to qualify for contract award include

The experience of the Bidder in “Mapping underground service /utility lines” during last five years shall be as follows.

Bidder should possess experience in Mapping underground service /utility lines of a nature and complexity similar to the Works (1500m or longer segments), minimum one project, during last five years.

7. Interested bidders may obtain necessary information through the Tender information page at CPSTL website: www.cpstl.lk and the original bidding documents could be obtained from the undersigned on submission of a written request, during working days between **0900 hrs. and 1400 hrs. up to 22.03.2023**, upon payment of a non-refundable bidding document fee of Five Thousand Sri Lanka Rupees (LKR 5,000.00) per document. Bidders are requested to inspect the bidding document prior to purchase and once it is purchased, bidding document fee is not refundable for any reason whatsoever. Bids shall be submitted using Hard Copy of the Bidding Document purchased from CPSTL.
8. A Bids shall be submitted on the bidding document obtainable from Procurement Function and duly filled bidding documents may be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee (Major) C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **23.03.2023**.

In case the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bidding documents in PDF format via email to tenders@cpstl.lk to reach on or before **1400 hrs. on 23.03.2023**, 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 is strictly not entertained.
 5. However, the original bid shall be sent to CPSTL prior to finalize the technical evaluation.
9. Bids shall be valid up to **08.06. 2023**.
10. All bids shall be accompanied by a Bid Security of LKR 100,000.00 (Sri Lanka Rupees One Hundred Thousand only). Bid Security shall be valid up to **06.07.2023**.
11. A pre - bid meeting will be held at 1000 hrs. on **16.03.2023** at the office of Engineering Manager, Engineering Function, Oil Installation, Kolonnawa. A site visit will be arranged after the pre - bid meeting and following day (if required). Maximum of two representatives of each bidder are allowed to participate the site visit.
12. Any of the party who wishes to submit a bid, shall register himself at the Department of Registrar of Companies www.drc.gov.lk (e-ROC) as per the Public Contracts Act, No. 03 of 1987 for every public contract value exceeding Sri Lankan Rupees **Five million** (LKR 5,000,000.00).
13. Any clarification shall be sought from the Manager (Procurement) on Telephone No. 011-2572156/5663121

The address referred to above is

**The Chairman, Department Procurement Committee,
C/o Manager Procurement,
Ceylon Petroleum Storage Terminals Limited,
Procurement Function, New Building,
Oil Installation, Kolonnawa,
Wellampitiya,**

Telephone : +94 11 2572156, +94 11 5750764 Facimile :+94112572155
E-mail : procure@cpstl.lk

Section 1

Instructions to Bidders

INSTRUCTIONS TO BIDDERS

Instructions to Bidders shall be read in conjunction with the Bidding Data provided under Section-2 of the Bidding Document. Instructions to Bidders will not be a part of the contract and will cease to have effect once the Contract is signed.

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Section 1 - Instructions to Bidders

1. General

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| 1. Scope of Bid | <p>1.1. The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the “Section 6 - Employer’s Requirements and Drawings”. The name and identification number of the Contract is provided in the Bidding Data.</p> <p>1.2. The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.</p> |
| 2. Qualification and Experience of the Bidder | <p>2.1. All bidders shall provide, Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.</p> <p>2.2. If stated in the Bidding Data, all bidders shall include the following information and documents with their bids:</p> <ul style="list-style-type: none">(a) List of Services performed for each of the last five years;(b) Experience in Services of a similar nature for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;(c) Work plan and methodology(d) list of major items of equipment proposed to carry out the Contract;(e) qualifications and experience of key staff proposed for the Contract;(f) any other if listed in the Bidding Data. |
| 3. Cost of Bidding | <p>3.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.</p> |
| 4. Site Visit | <p>4.1. The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder’s own expense.</p> <p>4.2. The Employer will arrange a Site Visit parallel with the Pre-Bid Meeting. The Bidder is advised to visit himself on his own responsibility and risk and examine the site of works/ pipeline routes and its surroundings and obtain for all information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at Bidder's own expenses. Claims and objections due to ignorance of existing conditions will not be considered after submission of the bid and during implementation.</p> <p>4.3. The Bidder and any of his personnel or Agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the</p> |

Bidder, his personnel or agents will release and indemnify the Employer /and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result hereof. Employer shall provide necessary guidance, if required, in the form of guide only, to the Bidder(s) for the purpose of site visit.

2. Bidding Documents

5. Content of Bidding Documents 5.1. The set of bidding documents comprises the documents listed below:

Volume I

Section 1	Instructions to Bidders
Section 3	Conditions of Contract
Section 5	Standard Forms

Volume II

Invitation for Bid	
Section 2	Bidding Data
Section 4	Contract Data
Section 6	Employer's Requirements
Section 7	Form of Bid
Section 8	Bills of Quantities
Section 9	Schedules

6. Clarification of Bidding Documents 6.1. A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bid.

3. Preparation of Bids

7. Language of Bid 7.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.
8. Documents Comprising the Bid 8.1. The Bid submitted by the bidder shall comprise the following:
- (A) Enclosed in the envelope marked as "ORIGINAL";
 - (a) Dully filled and signed Form of Bid (in the format indicated in section 7)
 - (b) Bid security
 - (c) Power of Attorney for the signatory to the Bid
 - (d) Section 2 - Bidding Data
 - (e) Section 4 - Contract Data
 - (f) Section 6 - Employer's Requirements
 - (g) Section 8 - Priced Bills of Quantities
 - (h) Section 9 – Dully filled Schedules

- (i) Drawing
- (j) Any other information required to be completed and submitted by bidders, as specified in the Bidding Data

and

(B) Enclosed in the envelope marked as "COPY"

- (a) Dully filled and signed Form of Bid (in the format indicated in section 7)
- (b) Section 8 - Priced Bills of Quantities
- (c) Section 9 – Dully filled Schedules
- (d) Any other information required to be complete and submitted by bidders, as specified in the Bidding data.

9. Bid Prices

- 9.1. The Contract shall be for the Services, as described in the Employer's Requirements, Section 6, based on the priced Bills of Quantities submitted by the Bidder.
- 9.2. The Bidder shall fill in rates and prices for all items of the Services described in the Employer's Requirements, Section 6 and listed in the Bills of Quantities, Section 8. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bills of Quantities.
- 9.3. All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However, VAT shall be included separately.

10. Currency of Bid and Payment

- 10.1. The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees.

11. Bid Validity

- 11.1. Bids shall remain valid for the period specified in the Bidding Data.
- 11.2. In exceptional circumstances, the Employer may request that the bidders 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 without forfeiting the Bid Security (if submitted). 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 Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.

12. Bid Security

- 12.1. If indicated in the Bidding Data, The Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.
- 12.2. If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.
- 12.3. The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1.

12.4. The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).

12.5. The Bid Security may be forfeited:

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the Contract; or
 - (ii) furnish the required Performance Security (if required).

13. Format and Signing of Bid

13.1. The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders clearly marked "ORIGINAL". In addition, the bidder shall submit a copy of the Bid, clearly marked "COPY". In the event of discrepancy between them, the original shall prevail.

13.2. The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, all pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

13.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

4. Submission of Bids

14. Sealing and Marking of Bids

14.1. The bidder shall seal the original and the copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

14.2. The inner and outer envelope shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

14.3. In addition to the identification required in Sub-Clause 14.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

14.4. If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

15. Deadline For Submission of Bids

15.1. Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.

15.2. Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties

previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

16.1. Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

5. Bid Opening and Evaluation

17. Bid Opening

17.1. The Employer will open the Bids, in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.

17.2. The Bidders' names, the bid prices, the presence (or absence) of Bid security and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

18. Clarification of Bids

18.1. To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Bills of Quantities, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.

19. Examination of Bids and Determination of Responsiveness

19.1. Prior to the detailed evaluation of bids, using the information provided in Envelope 1, the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (b) is substantially responsive to the requirements of the bidding documents.

19.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

19.3. If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20. Evaluation of Qualification and Experience

20.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.

20.2. The Employer evaluates the Qualification and Experience Information on the basis of their responsiveness to the Employer's Requirements.

20.3. During the evaluation of Qualification and Experience Information for qualification and experience, the Employer will determine whether the Bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Bidding

Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors outlined in the Bidding Data.:

21. Evaluation and Comparison of Bids

21.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.

21.2. In evaluating the bids, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows:

- (a) Excluding provisional sums and the provision, if any, for contingencies in the Bills of n Quantities, but including Day works, where priced competitively;
- (b) Making any correction for errors pursuant to clause 22;
 - i. If discounts are offered to limited items it should be applicable to such items;
 - ii. If the discount offered is to the total bid price as a percentage it should be applicable to all the items at the percentage discount offered, excluding for contingencies and provisional sum items before the contract award all rates and prices shall be adjusted to suit the discount;
 - iii. If the discount offered is to the total bid price as a lump sum, such lump sum amount should be considered for evaluation and before the award of contract such lump sum amount shall be uniformly distributed to all the items, excluding for contingencies and provisional sums.
- (c) making an appropriate adjustment for any other acceptable variations, deviations.
- (d) converting to a common currency if appropriate.

21.3. The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in bid evaluation.

21.4. The estimated effect of any price adjustment conditions of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in bid evaluation.

21.5. If the Employer determines that the bid is unbalanced and hence the bidder may fail in the performance of his obligations in some items within the quoted rates, a higher performance security as determined by the Employer may be requested to mitigate such risks.

22. Correction of Errors

22.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

22.2. The amount stated in the Bid will be adjusted by the Employer in

accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 12.5.

6. Award of Contract

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| 23. Award Criteria | 23.1. Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price. |
| 24. Employer's Right to Accept any Bid and to Reject any or all Bids | 24.1. Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action. |
| 25. Notification of Award and Signing of Agreement | <p>25.1. The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").</p> <p>25.2. The notification of award will constitute the formation of the Contract.</p> <p>25.3. The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder.</p> |
| 26. Performance Security | 26.1. If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract. |
| 27. Advance Payment and Security | 27.1. The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting a guarantee acceptable to the Employer. |

7. Particular Application

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| 28. Conflicts | 28.1. In the event of any conflicts between this Scope of Work and incorporated specifications, Service Provider shall highlight to the Employer and seek for clarification. |
| 29. Acknowledgement & Confirmation | <p>29.1. Within one Week of receipt of Bidding Document, Bidder shall acknowledge the receipt and confirm his intention to bid for the tendered work as per pro forma given in Bidding Document.</p> <p>29.2. Bidder shall confirm its address, facsimile, telephone number(s), e mail address and name of the representative to whom all communications</p> |

between the company and bidder shall address.

30. Bidding
Document,
Clarifications and
Addendum

- 30.1. The Bidding Document should be read in conjunction with any addendum issued in accordance with Clause 8.0. The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect would result in the rejection of the Bid.
- 30.2. Bidding documents once issued are non-transferable in other name and shall at all times remain the exclusive property of the Employer with a license to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.

Section 2

Bidding Data

BIDDING DATA

This section shall be read in conjunction with Section 1 – Instructions to Bidders, and is intended to provide specific information in relation to corresponding clauses in Section 1. Whenever there is a discrepancy, the provisions in Section 2 – Bidding Data shall supersede those provided in the Section 1 - Instructions to Bidders.

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Section 2 - Bidding Data

**Instructions
to Bidders
Clause
Reference**

(1.1) Employer's Name and Address:

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

Name of the Contract

Mapping Fuel Supply Lines and Underground Utility Lines in Pipeline Corridor
from Kolonnawa Installation to South Jetty - Colombo Harbour

Identification number of the Contract

KPR/11/2023

(1.2) Time for Completion

The Time for Completion for the whole of works shall be **60 Calendar Days**.

(2.2) The information required from bidders in Sub-Clause 2.2 is:

- (i) list from 'a', 'b', 'c', 'd', 'e', and 'f' as relevant
- (ii) list any additions to the list in Sub-Clause 2.2; otherwise, list "none".

(8.2) iv Time Schedule

The Bidder is required to submit a Project Time Schedule in Bar Chart Form, which shall also indicate payment terms as milestones, as direct indication of fully understanding the scope of work and payment terms specified in the Bidding Document. The Schedule shall cover all activities including mobilization etc. as per the completion time stipulated in the Bidding Document. The Employer interface activities shall be clearly identified with their latest required dates.

(8.4) The address for submission of Bids is:

The Chairman, Department Procurement Committee,
C/o Manager Procurement,
Ceylon Petroleum Storage Terminals Limited,
Procurement Function, New Building,
Oil Installation, Kolonnawa,
Wellampitiya.

(11.1) Period of Bid validity:

The Bid shall be valid up to **08.06.2023**

(12.1) The amount of Bid Security

The Amount of Bid Security LKR 100,000.00 (Sri Lanka Rupees One Hundred Thousand only).

Validity of Bid Security

The Bid Security shall be valid up to **06.07.2023** and beyond any extension subsequently requested, 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 Central Bank of Sri Lanka,
- a bank based in another country but the guarantee confirmed by a bank in Sri Lanka approved by Central Bank of Sri Lanka.

(14.2) The Employer's address for the purpose of Bid submission is:

The Chairman, Department Procurement Committee,
C/o Manager Procurement,
Ceylon Petroleum Storage Terminals Limited,
Procurement Function, New Building,
Oil Installation, Kolonnawa,
Wellampitiya.

For identification of the bid the envelopes should indicate:

Name of the Contract: Mapping Fuel Supply Lines and Underground Utility Lines in Pipeline Corridor from Kolonnawa Installation to South Jetty - Colombo Harbour

Identification number of the Contract: KPR/11/2023

(15.1) Deadline for submission of Bids

Deadline for submission of Bids: **1400 hrs. 23.03.2023**

(17.1) Bid opening

Venue: Office of Manager Procurement,
Ceylon Petroleum Storage Terminals Limited,
Procurement Function, New Building,
Oil Installation, Kolonnawa,
Wellampitiya.

Time: 1400 hrs.

Date: 23.03.2023

(20.3) Criteria for Evaluation of Qualification and Experience**a. Experience in similar assignments**

The determination will take into account the Bidder's involvement in the similar assignments in the recent past.

The experience of the Bidder in "Mapping underground service /utility lines" during last five years shall be as follows.

Bidder should possess experience in Mapping underground service /utility lines of a nature and complexity similar to the Works (1500m or longer segments), minimum one project, during last five years.

b. Proposed Work plan and Methodology

The determination will take into account the bidder's proposed approach including the allocation of necessary resources in providing the services to an extent acceptable to the Employer.

- i. Mobilization and demobilization plan including machineries and equipment, personnel, temporary facilities, temporary connections etc.
- ii. Detail work programme
- iii. Comprehensive work plan including Work Breakdown Structure, detail activity schedule with preparation works, supply of utilities etc.
- iv. Quality Assurance and Quality Control plan complying to ISO Standards other relevant standards including quality of process, environmental protection etc. and additional information

c. Proposed key compulsory professional staff qualifications and competence

Only the Key staff proposed by the bidder will be evaluated.

- i. Contract Manager, A Chartered Engineer with B.Sc. (Eng.) or equivalent with more than 10 years' experience in similar nature works.
- ii. Site Engineer, An Engineer with B.Sc. (Eng.) or equivalent with more than 3 years' experience in similar nature works, and he should be available at site full time basis during the project.
- iii. Registered Licensed surveyor in LSCSL, with more than 8 years' experience in similar nature works, and he should be available at site full time basis during the project.

One person can cover more than one of above positions.

d. Proposed Equipment for the assignment

Use of best available equipment and adequacy of the equipment & tools to

the methodology proposed by the bidder will be evaluated.

(26.0) Amount of Performance Security

Performance Security acceptable to the Employer given in the Form for Performance Security given in the bidding document shall be a Guarantee obtained from;

- a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka,
- a bank based in another country but the guarantee confirmed by a bank in Sri Lanka approved by Central Bank of Sri Lanka.

The amount of Performance Security is **5%** of the Initial Contract Price, in the currencies and proportions in which the Contract Price is payable.

The Performance Security shall be valid until 28 days beyond the expected completion date of Defects Liability Period.

Section 3

Conditions of Contract

CONDITIONS OF CONTRACT

Conditions of Contract shall be read in conjunction with the Section 4 – Contract Data, which shall take precedence over the Conditions of Contract.

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Section 3 - Conditions of Contract

1. General Provisions

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Bills of Quantities” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (b) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (c) “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Employer” means the party who employs the Service Provider
- (f) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (i) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (j) “Employer’s Requirements” means the Employer’s Requirements of the service included in the bidding document submitted by the Service Provider to the Employer
- (k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer’s Requirements and Schedule of Activities included in the Service Provider’s Bid.

1.2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Socialist Democratic Republic of Sri Lanka.

1.3. Language

This Contract has been executed in English Language

1.4. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.

1.5. Location

The Services shall be performed at such locations as are specified in Appendix A, in the Employer’s Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

2. Commencement, Completion, Modification, and Termination of Contract**2.1. Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.

2.2. Starting Date

The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.

2.3. Intended Completion Date

Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.5. Force Majeure**2.5.1. Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination**2.6.1. By the Employer**

The Employer may terminate this Contract, by not less than thirty (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this

Clause 2.6.1 and sixty (28) days' in the case of the event referred to in (f):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;
- (f) if the Employer, in its sole discretion, decides to terminate this Contract.

2.6.2. By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty-six (56) days.

2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

3.1. General

The Service Providers shall perform the Services in accordance with the Employer's Requirements and the Bills of Quantities, and carry out their obligations with all due diligence, efficiency, and economy, in accordance

with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests

in any dealings with Subcontractors or third parties.

- 3.3. Confidentiality** The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 3.4. Service Providers' Actions Requiring Employer's Prior Approval** The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Schedules ("Key Personnel and Subcontractors"),
 - (c) changing the Program of activities; and
 - (d) any other action that may be specified in the Contract Data.
- 3.5. Reporting Obligations** The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.6. Documents Prepared by the Service Providers to be the Property of the Employer** All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.
- 3.7. Liquidated Damages**
- 3.7.1. Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.7.2. Correction for Over- payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5
- 3.8. Performance Security** The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

3.9. Demurrage, Wharfage etc.

- 3.9.1. All demurrage, wharfage and other expenses incurred due to delayed clearance of the materials or any other reason shall be to the account of the Service Provider. The Service Provider shall make arrangements for getting the necessary documentary import clearance formalities completed at the port of disembarkation, through his local representatives or he shall make adequate timely arrangements for all such clearances.
- 3.9.2. The Service Provider shall, however, notify the Employer of the date of each shipment from the port of embarkation as well as expected date of arrival of all materials, at the designated port of arrival, for Contract activity tracking purposes
- 3.9.3. Complete shipping information concerning the weight, size, content, etc., of each shipment shall be forwarded to the Employer by the Service Provider, so that the Employer can ascertain that requisite number of Inspection Tools and accessories as required as per Contract terms and conditions are being brought in by the Service Provider

3.10. Registration of the Contract with Statutory Authorities

Within 14 days of execution of the Contract Agreement, the Service Provider shall register themselves and the Contract at their own cost with the Reserve Bank of Sri Lanka, Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in Sri Lanka. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registrations shall be submitted to the Employer for record. The Employer shall not be responsible for any default / consequences due to lack of information on the part of the Service Provider in this regard.

3.11. Statutory Approvals

- 3.11.1. The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Service Provider's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Employer for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Service Provider well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Service Provider and necessary coordination and liaison work in this respect shall be the responsibility of the Service Provider. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actuals by the Employer to the Service Provider on production of documentary evidence.
- 3.11.2. Any defective work, resulting from poor workmanship and/or material supplied by the Service Provider, as pointed out by any statutory authority shall be rectified by the Service Provider at no extra cost to the Employer. The inspection and acceptance of the work by statutory authorities/ Employer shall, however, not absolve the Service Provider from any of his responsibilities under this Contract.

4. Service Provider's Personnel**4.1. Description of**

The titles, agreed job descriptions, minimum qualifications, and estimated

- Personnel** periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2. Removal and/or Re placement of Personnel**
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
 - (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1. Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.
- 5.2. Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.
- 5.3. Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1. Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3.
- 6.2. Contract Price** The Contract Price is set forth in the Contract Data.
- The Contract Price shall be deemed to be firm and valid for the entire duration of the Contract till the Completion of Work, and shall not be subject to any adjustment due to increase in prices of materials, utilities, or any other input for

performance of Work under the Contract.

6.3. Payment for Additional Services, and Performance Incentive Compensation

6.3.1. For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Bills of Quantities.

6.4. Terms and Conditions of Payment

Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5. Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (28) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data.

6.6. Deductions from Contract Price

All costs, damages or expenses which the Employer may have paid, for which the Service Provider is liable under the Contract shall be claimed by the Employer. All such claims shall be billed by the Employer to the Service Provider, regularly as and when they fall due. All such claims shall be supported by appropriate and certified vouchers or explanations, to enable the Service Provider to properly identify such claims. Such claims shall be paid by the Service Provider within fifteen (14 days) of the receipt of corresponding bills and if not paid by the Service Provider within the said period, the Employer shall deduct the amount, from any amount due or becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to pay the Employer of such claims.

7. Quality Control

7.1. Identifying Defects

The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.

7.2. Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8.

8. Settlement of Disputes

8.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2. Dispute Settlement

8.2.1. Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was not settled amicably in as with sub clause 8.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.

8.2.2. The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.1.

8.2.3. The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.

9. Insurance/ Indemnities

9.1. Damage to Property

9.1.1. Service Provider shall be responsible for making good to the satisfaction of the Employer any loss of and any damage to all structures and properties belonging to the Employer or being executed or procured by the Employer or of other agencies within the premises of the work of the Employer, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Service Provider, his employees, agents, representatives or sub-contractors.

9.1.2. The Service Provider shall indemnify and keep the Employer harmless of all claims for damage to Employer's property arising under or by reason of this contract.

9.2. Insurance for Works and Service Provider's Equipment

Without limiting his obligations and responsibilities under the Contract, the Service Provider within 14 Days from the Letter of Acceptance, shall insure up to the amounts given below, in the joint names of the Employer and the Service Provider against all loss or damage from whatever cause arising, other than employer's risks, for which he is responsible under the terms of the Contract and in such manner that the Employer and Service Provider are covered for the period stipulated in Sub-Clause 17.2 and are also covered during the period of Defects Notification for loss or damage arising from a cause, occurring prior to the commencement of the Defects Notification Period, and for any loss or damage occasioned by the Service Provider in the course of any operations carried out by him for the purpose of complying with his obligations:

- a) Works for an amount not less than 115% of Initial Contract Price; and
- b) The Service Provider's Equipment for the replacement value.

9.3. Third Party Insurance

The Service Provider within 14 Days from the Letter of Acceptance, shall insure against each Party's liability for any loss, damage, death or bodily injury which

(including Employer's Property)

may occur to any physical property {except things insured under Sub-Clause 6.2 (*Insurance for Works and Service Provider's Equipment*)} or to any person, which may arise out of the Contract and occurring before the issue of the Performance Certificate.

The insurance shall be for a limit per occurrence of not less than the amount stated in Contract Data, with no limit on the number of occurrences.

The insurance specified in this Sub-Clause:

- a) Shall be in the joint names of the Parties; and
- b) Shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 6.2 arising out of the Service Provider's performance of the Contract);

9.4. Insurance for Contractor's Personnel

The Service Provider within 14 days from the Letter of Acceptance, shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Service Provider or any other of the Service Provider's Personnel.

The Employer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, whether the insurance has been effected by the Subcontractor or not, the Service Provider shall be responsible for compliance with this Clause.

9.5. Remedy on Contractor's Failure to Insure

If the Service Provider shall fail to effect and keep in force the insurances referred to in Clause 6.1, 6.2, 6.3 and 6.4 hereof, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount together with the service charge of 5% of the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Service Provider, or recover the same as a debt due from the Service Provider.

10. Force Majeure**10.1. Force Majeure**

10.1.1. Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Service Provider shall keep records of the circumstances referred to above and bring these to the notice of the Employer's Representative in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. One decision of the Employer arrived at after consultation with the

Service Provider, shall be final and binding. Such a determined period of time be extended by the Employer to enable the Service Provider to complete the job within such extended period of time.

- 10.1.2. If the Service Provider is prevented or delayed from the performing any of its obligations under this Agreement by Force Majeure, then the Service Provider shall notify the Employer the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the events.

DRAFT

Section 4

Contract Data

CONTRACT DATA

This section shall be read in conjunction with Section 3 – Condition of Contract, and is intended to provide specific information in relation to corresponding clauses in Section 3. Whenever there is a discrepancy, the provisions in Section 4 – Contract Data shall supersede these provided in the Section 3 - Condition of Contract.

DRAFT

Section 4 - Contract Data

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	The Contract name is “ Mapping Fuel Supply Lines and Underground Utility Lines in Pipeline Corridor from Kolonnawa Installation to South Jetty - Colombo Harbour ” Identification number of the Contract is “ KPR/11/2023 ”
1.1(h)	The Employer is Ceylon Petroleum Storage Terminals Limited
1.1(m)	The Member in Charge is <i>[name of Member Leader of the Joint Venture]</i> .
1.1(p)	The Service Provider is <i>[insert name]</i>
1.4	<p>The addresses are:</p> <p>Employer: Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.</p> <p>Attention: Manager Procurement Telephone: +94 112572156, +94 115750764 Fax: +94 112572155 E mail: procure@cpstl.lk</p> <p>Service Provider:</p> <p>Attention: Telephone: Fax: E mail:</p>

1.6 The Authorized Representatives are:

For the Employer:

Name: Engineering Manager

Address: Ceylon Petroleum Storage Terminals Limited,
Engineering Function,
Oil Installation, Kolonnawa, Wellampitiya,
Sri Lanka.

Telephone: +94 112572214

Fax: +94 112531328

E mail: eng@cpstl.lk

For the Service Provider:

.....
.....
.....
.....
.....

2.1 The date on which this Contract shall come into effect is the issue date of Letter of Acceptance.

2.2.1 The Starting Date for the commencement of Services is

2.3 The Intended Completion Date is

3.4(d) The other actions are;

- Any modification works for pipelines.
- Any work affected to general operations of the pipelines.
- Mobilization and demobilization of materials, equipment, tools, labour etc. to the sites.

3.7 The liquidated damages rate is 0.5% per day

The maximum amount of liquidated damages for the whole contract is 10% percent of the final Contract Price.

The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty/(ies) is 25%.

The Defects Liability Period is 90 days.

5.1 The Employer will assist Service Provider for obtaining necessary services/approvals from Government authorities/institutions as required.

6.4 Payments shall be made according to the following schedule:

- **Total Advance Payment:** 20 % of the Initial Contract Price excluding Provisional Sums & Contingencies.

The advance payment securities issued by the following agencies are acceptable;

- a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka,
- a bank based in another country but the guarantee confirmed by a bank in Sri Lanka approved by Central Bank of Sri Lanka.
- Total payment for completed works will be paid on submission of final reports, drawings, maps, data sheets etc. subject to payment certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators.

The advance payment shall be repaid by deducting in Payment Certificate of Total Payment.

6.5 Payment shall be made within 28 days from receipt of the invoice and the relevant documents specified in Clause 6.4, and within 56 days in the case of the final payment.

The interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest of 1% over the lending rate of the Central Bank of Sri Lanka to commercial banks.

9.2(a) For an amount not less than 115% of Initial Contract Price.

9.2(b) Service Provider's responsibility

9.3 Insurance cover to the amount of LKR 10 Million for the entire period of service. The Service Provider shall take special measures to safeguard the allied facilities at the sites.

9.4 A copy of insurance policy for the workmen of the contractor as per the Workmen Compensation Act shall be forwarded to the Employer prior to commencement of the work.

Section 5

Standard Forms

SECTION 5 - STANDARD FORMS

- **FORM OF LETTER OF ACCEPTANCE**
- **FORM OF CONTRACT**
- **FORM OF BID SECURITY (BANK GUARANTEE)**
- **FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**
- **FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT**

Bidders should not complete the Form of Contract at the time of preparing of bids. The successful Bidder will be required to sign the Form of Contract, after the award of contract. Any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the bidding documents should be incorporated into the Contract.

The Form of Performance Bank Guarantee and Form of Bank Guarantee for Advance Payment should not be completed by the Bidders at the time of preparation of bids. The successful Bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.

FORM OF LETTER OF ACCEPTANCE

[Letter heading paper of the procuring entity]

..... *[date]*

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated [date] for providing services is **Mapping Fuel Supply Lines and Underground Utility Lines in Pipeline Corridor from Kolonnawa Installation to South Jetty - Colombo Harbour** [name of the Contract and identification number] for the Contract Price of [amount in numbers and words], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

The Commencement date shall be: *(fill the date as per Clause 8.1 of Conditions of Contract).*

The amount of Performance Security is: *(fill the amount as per Clause 4.2 of Conditions of Contract).*

The Performance Security shall be submitted on or before *(fill the date as per Clause 4.2 of Conditions of Contract).*

Authorized Signature:

Name and title of Signatory:

FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, **Ceylon Petroleum Storage Terminals Limited** (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Conditions of Contract;
 - (b) The Contract Data;
 - (c) The Form of Bid
 - (d) The Bills of Quantities (BOQ)
 - (e) The Employer’s Requirements
 - (f) Schedules
 - (g) Drawings
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

.....
Authorized signature of Service Provider
 COMMON SEAL

.....
Authorized signature of Employer
 COMMON SEAL

In the presence of;

Witnesses:

Name and NIC No.
 Signature
 Address

Name and NIC No.
 Signature
 Address

FORM OF BID SECURITY (BANK GUARANTEE)

Whereas, *[name of Bidder]* (hereinafter called “the Bidder”) has submitted his Bid dated *[date]* for providing Services for *[name of Contract]* (hereinafter called “the Bid”).

Know all people by these presents that We *[name of Agency]* having our registered office at *[address]* (hereinafter called “the Bank”) are bound unto name of Employer] (hereinafter called “the Employer”) in the sum of *[The Bidder should insert the amount of the Guarantee in words and figures]* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*. The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 22,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *[Usually 28 days after the end of the validity period of the Bid.]* days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[signature, name, and address]

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: *[name and address of Employer]*

Whereas *[name and address of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

To: *[name and address of Employer] [name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 ("Advance Payment") of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called "the Service Provider") shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee] [amount in words]*

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between *[name of Employer]* and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Section 6

Employer's Requirements

SECTION 6 - EMPLOYER'S REQUIREMENTS

6.1. INTRODUCTION

Objective of the route survey is to identify

- i. exact route (with GPS coordinates) of the pipe lines from main pump house of Kolonnawa Installation to South Jetty of Colombo Harbour,
- ii. utility lines which have been laid across/within the pipeline corridor and
- iii. possible route (with GPS coordinates) for the proposed 2 nos. 18" Dia. pipeline at the pipeline corridor.

6.1.2. All underground fuel pipelines along the pipeline corridor are required to be mapped with the GPS coordinate and with the geo-referenced data but not limited to following pipe lines. (please refer the attached drawing of pipeline map)

- (a) 10" dia. White oil pipeline (from main pump house to South Jetty)
- (b) 10" dia. Gas Oil pipeline (from main pump house to South Jetty)
- (c) 10" dia. abandoned red line (from main pump house to South Jetty)
- (d) 12" dia. Naphtha oil pipeline (from main pump house to South Jetty)
- (e) 14" dia. Black oil pipeline (from main pump house to South Jetty)
- (f) 24" dia. Refinery line (from Orugodawaththa to South Jetty)

6.1.3. All underground utility lines such as water, storm water drainage, sewerage, electricity/power cables, street lighting, telecommunication cables, etc. beneath the entire pipeline corridor are required to be mapped with the GPS coordinate and with the geo-referenced data. Following road sections/ special areas shall be specially considered during the route survey.

- (a) Kolonnawa – Dematagoda Road (In front of the Kolonnawa Installation about 30m from Heen Ela towards Kolonnawa)
- (b) Boundary of the Stanly Power Station
- (c) Orugodawaththa Railway crossing and under the fly over bridge
- (d) Kelani Bridge Area
- (e) Kelanithissa Power Plant boundary line
- (f) All small road crossings including Meethotamulla road, road near J.B Textiles, Sedhawaththa road, Sirimawo Bandaranayaka Mawatha, Mahawaththa road, Bloomandal road etc.
- (g) Inside Colombo Harbour premises from harbour boundary to South Jetty.

6.1.4. Coordinate with all relevant government agencies and utility supply companies (including but not limited to the followings), and collect necessary information/drawings pertaining to existing utility

lines laid along the aforementioned road sections and other areas along the corridor. CPSTL will provide necessary assistance in this regard.

- (a) Road Development Authority (RDA)
- (b) Provincial Road Development Authority (PRDA) – Western Province
- (c) Sri Lanka Port Authority
- (d) Sri Lanka Navy
- (e) Sri Lanka Police Department
- (f) Sri Lanka Railways
- (g) Kolonnawa Urban Council
- (h) Colombo Municipal Council
- (i) National Water Supply and Drainage Board (NWSDB)
- (j) Survey Department of Sri Lanka
- (k) Ceylon Electricity Board (CEB)
- (l) Sri Lanka Telecom (SLT)
- (m) Mobitel (Pvt) Ltd
- (n) Bharti Airtel Lanka (Pvt) Ltd
- (o) Hutchison Telecommunications Lanka (Pvt) Ltd
- (p) Dialog Axiata PLC
- (q) Lanka Bell Ltd

6.1.5. Job should be carried out under the supervision of an engineer/ engineers.

6.2. SCOPE OF SERVICE

The Scope of Service under this procurement include carrying out a route survey for the pipe lines along the pipe line corridor from main pump house of Kolonnawa Installation to South Jetty at Colombo Harbour, submit detailed drawings, reports and etc., as mentioned in the section 6.1.

6.3. DETAILED SCOPE OF SERVICE TO BE PROVIDED

6.3.1. Mobilization

Mobilization of all relevant equipment, tools, spares, consumables, communication, transportation, and personnel to the work site for completion of entire works within the contract price and scheduled time period shall be done by the Service Provider.

The Service Provider shall not remove the personal mentioned in the list of key staff submitted in bidding document without prior approval of the Employer.

The Service Provider shall arrange for residential accommodation for his staff and workers at his own cost and the contracted rates shall be deemed to include the same.

All facilities /services and manpower including divers, operator's etc., which the Service Provider feels necessary to fulfil the Work shall have to be arranged by him at no extra cost and time to the Employer.

6.3.2. Equipment/Materials to be supplied by Service Provider

All material/equipment and spares whatsoever shall be supplied by the Service Provider and All materials equipment and required for execution of the services shall be covered under Service Provider's Scope of Supply. No material/equipment and spares etc. whatsoever shall be supplied by the Employer.

- 6.3.2.1.** Instrument should be calibrated and certified by an authorized body. Copy of valid calibration certificate within 3 months from the date of closing the bid, should be submitted for the approval of The Employer prior to commencement of the work.

6.3.3. Procedure Document

The Service Provider shall submit a procedure document for execution of the field activities covered under scope of work before commencing the job for the Employer's approval.

6.3.4. Time schedule for Route Survey

Time schedule for surveying of each and every pipe line corridor segment shall be proposed by the Service Provider before commence the work. The Service Provider shall coordinate and liaise with all the relevant parties listed but not limited to 6.1.4 and prepare the time schedule.

6.3.5. Electricity and Water Supply

Electricity and water supply required for the service and related works shall be arranged by the Service Provider at his own cost. However, electricity and water supply will be provided by the Employer for works carry out within CPSTL premises where possible. The cost for such arrangements shall be deducted from the Final Payment.

6.3.6. Approval From Other Authorities

Port entry and other relevant permits and clearances from Sri Lanka Ports Authority (SLPA) and other relevant organizations (Customs, Navy etc.) shall be arranged by the Service Provider. However, CPSTL will provide necessary assistance to coordinate with above authorities and organizations.

- 6.3.6.1.** Service Provider shall assume all responsibility in traffic controlling and safety of personnel during the field survey.

6.3.7. Final Route Survey Report

The final route survey report shall include following details.

- 6.3.7.1.** Propose suitable routes to lay 2 nos.18" pipeline from Kolonnawa Installation to South Jetty with sufficient data and the detailed 3D drawings considering following two options.

(a) By replacing abandoned 10" dia "red" pipeline

(b) New route within the pipeline corridor

- 6.3.7.2.** Carryout accurate underground utilities / pipeline mapping along the pipeline corridor. All

turning/bending points, connections and sudden change in direction/depth shall be accurately (minimum 2mm) surveyed and mapped. A suitable non-destructive underground utility mapping technique (such as electromagnetic, acoustic, magnetic, resistivity and gyro-based, etc.) shall be utilized.

- 6.3.7.3.** Verify survey information with the relevant government agencies / utility supply companies and develop underground 2D and 3D utility / pipeline mapping drawings within the defined boundaries of aforementioned road sections and along the pipeline corridor. Dimensional accuracy of survey data shall be less than ± 15 cm vertically and horizontally. The contractor shall integrate complete information of underground utilities and its features such as water supply network, storm water drainage system, sewerage system, electricity/power pipelines, cables, street lighting, telecommunication cables, etc. along with allied components (i.e. manholes, chambers, road gullies, valves, etc.) in individual layers with base map. Each utility/ pipeline should, at minimum, have following attribute data attached with it:

- (a) Type of utility
- (b) Size
- (c) Length
- (d) Depth

Position and level of each and every utility line shall be related to a specific grid and datum.

- 6.3.7.4.** Submit soft copies (in AutoCAD) and hard copies (A0 size in 1:2000 scales) of all finalized 2D ,3D and GPS utility mapping drawings to CPSTL within three (03) months from the letter of award. Hard copies shall be certified by a Chartered Civil Engineer.

- 6.3.7.5.** Submit “shapefiles (*.shp) of the pipelines prepared with both the coordination systems “Kandawala Sri Lanka Grid” (WKID:5234) & “SLD99_Sri_Lanka_Grid_1999” (WKID:5235) in order to directly import to ArcGIS.

- 6.3.7.6.** Submit *.kml file of the pipeline routes separately.

- 6.3.7.7.** Provide relevant Licensed Software/s and laptop computer compatible to run the software. Laptop computer shall have minimum 3 years warranty period.

6.3.8. Transportation

The Service Provider shall arrange transportation of his tools, tackles, equipment, personnel to work site and back.

Section 7
Form Of Bid

SECTION 7 - FORM OF BID

[date]

Name of Contract: **Mapping Fuel Supply Lines and Underground Utility Lines in Pipeline Corridor from Kolonnawa Installation to South Getty - Colombo Harbour.**

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

Gentlemen:

Having examined the bidding documents, we offer to provide the Services ***Mapping Fuel Supply Lines and Underground Utility Lines in Pipeline Corridor from Kolonnawa Installation to South Getty - Colombo Harbour - BID NO: KPR../2022*** in accordance with the Conditions of Contract, Employer's Requirements, drawings and Bills of Quantities accompanying this Bid for the Contract Price of [amount in numbers],
.....
..... [amount in words] or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Witness (Signature):
Name:
Designation:
Address:

Section 8

Bills of Quantities

SECTION 8 - BILL OF QUANTITIES

Preamble to Bill of Quantities

1. The Schedule of Price shall be read with all other sections of this Bidding Document.
2. The Service provider is deemed to have studied the drawings, specifications and details of services to be done within the Time Schedule and should have acquainted himself of the conditions prevailing at site.
3. No claim shall be entertained during currency of this Contract towards any items due to the above including where the Service provider has quoted low/ high rates.
4. The Employer reserves the right to interpolate or extrapolate the rates for any new item of work not covered in Schedule of Price from the similar items already available in schedule of rates. All the works shall be measured upon completion and paid for at the rate quoted and accepted in the "Schedule of Price". In case any activity though specifically not covered in schedule of rates descriptions but the same is covered under scope of work/ scope of supply/ specification/ drawings etc. no extra claim on this account shall be entertained, since Schedule of Price is to be read in conjunction with all other documents forming part of the Contract.
5. All items of services mentioned in the Schedule of Price shall be carried out as per the specifications, drawings and instructions of the Employer and the rates are deemed to be inclusive of tools, material, consumable, labour, supervision, tools & tackles wherever required as called for in the detail specification and conditions of the Contract.
6. The Employer reserves the right to cancel/ delete/ curtail any item or group of work if necessary. Such a step shall not be construed as reason for changing the rates.
7. The applicability of stand by charges shall be notified in writing to the Engineer in conformity of Conditions of Contract of the Contract Document and its acceptance to be obtained from Engineer in writing.
8. The bidder shall fill in rates for all the items mentioned in price bid and no blanks are allowed against any item. Items for which no rate is entered by bidder, he will not be paid by The Employer for that item when executed and shall be deemed covered by the other rates in the price bid.
9. Bidders to note that Price evaluation shall be done on the basis of total quoted price (not on the Individual item Price) and for entire scope of this Bid. Purchase order shall be placed on Single successful bidder.

BILL OF QUANTITIES**MAPPING FUEL SUPPLY LINES AND UNDERGROUND UTILITY LINES IN PIPELINE CORRIDOR FROM KOLONNAWA INSTALLATION TO SOUTH GETTY - COLOMBO HARBOUR****BOQ NO: E/.... /.....**

Item	Description	Unit	Qty	Rate	Amount
1.0	Mapping fuel supply lines and underground utility lines in pipeline corridor from Kolonnawa Installation to South Getty - Colombo harbour as per the Employers requirements.	Item	Allow		
	Sub Total I				
	Less discount if any				
	Sub Total II - Total sum carried to form of bid				
	VAT (15%)				
	TOTAL AMOUNT WITH VAT				

Total amount in words (Sub Total II - LKR):-

.....

.....

VAT Amount: -

.....

VAT registration no: -

.....

Name of Bidder: -

.....

Address: -

.....

.....

Date

.....

Signature & Common Seal
of the Bidder

Witness :

Name :

Address :

N.I.C. No:

Witness :

Name :

Address :

N.I.C. No:

Section 9

Schedules

SECTION 9 - SCHEDULES

Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of bid evaluation as described in the Instructions to Bidders. Attach additional pages as necessary.

Schedule A –Experience in Similar Assignments last five years (enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information)								
Postal address of Employer & name of officer in charge	Description of services	Amount	Contractor's responsibility (%)	Period	Starting date	Scheduled completion date	Actual completion date	Reasons for delay, if any

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

Schedule B – Work Plan and Methodology*(enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information)**Sheet 1 of*

Should response to all the
requirements given in the
Employer’s Requirements

SIGNATURE OF BIDDER: _____**NAME OF BIDDER:** _____

Schedule C – Key Staff <i>(enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information”)</i>		
Name	Position	Task

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

Schedule D –Equipment Proposed <i>(enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information”)</i>		
Type	Capacity	Number

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

Schedule E – Client’s Reference*(enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information”)*

ATTACH THE CERTIFICATES GIVEN BY THE CLIENT’S, MAKING REFERENCES ON THE SERVICES
EXECUTED BY BIDDER

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

Schedule F – Annual Turn-over Information (Last five years)*(enclosed in envelope marked, “Envelope 1 – Preliminary Information”)*

Year	Currency	Turn-over	Remarks (Attach audited reports)
1			
2			
3			
4			
5			

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

Schedule G – Details of proposed equipment, tools & tackles (enclosed in envelope marked, “Envelope 1 – Preliminary Information)									
S. No.	Equipment Description	Nos	Capacity & make & Technical Specifications	If Owned by Bidder		If likely to be purchase d by Bidder, expected date of purchase	If to be Hired		Remarks
				Present Location	Expected Date of availability		Source of Hiring	Reference of consent letter	

Note –

In case of equipment are to be hired, Bidder shall indicate the source of Hiring and enclose the consent letter from such sources.

Bidder shall clearly indicate the expected date of availability of Owned/ Hired equipment.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

Section 10

Drawings

SECTION 10 – DRAWINGS

#	DRAWING TITLE	DRAWING NO.
1	LAYOUT PLAN OF EXISTING PIPE LINE ROUTE	1855-1
2	PROPOSED ROAD CROSSING DETAILS	1855-2
3	EXISTING PIPELINE DIAGRAM	1855-3
4	PROPOSED 18" PIPE BY CPSTL - OPTION 1	1855-4
5	PROPOSED 18" PIPES BY CPSTL - OPTION 2	1855-5