

## **DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

## **MINISTRY OF POWER AND ENERGY**

## **CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

**BIDDING DOCUMENT** INTERNATIONAL COMPETITIVE BIDDING (ICB)

## SUPPLY OF MARINE HOSES & ACCESSORIES FOR SPM MUTHURAJAWELA, SRI LANKA

TENDER REF NO: KPR/15/2022

## INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT & TECHNICAL SPECIFICATIONS

The Chairman Cabinet Appointed 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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## **INVITATION FOR BIDS (IFB)**

## **DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

#### **MINISTRY OF POWER AND ENERGY**

#### **CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

#### SUPPLY OF MARINE HOSES & ACCESSORIES FOR SPM MUTHURAJAWELA, SRI LANKA

#### TENDER REF NO: KPR/15/2022

The Chairman, Cabinet Appointed 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 Accredited Export Agents abroad or Accredited Local Agents in Sri Lanka for the **Supply of Marine Hoses & Accessories for SPM Muthurajawela, Sri Lanka**.

To be eligible for contract award, the successful bidder shall not have been blacklisted and shall have complied with the eligibility and qualification criteria stated in the bidding document.

Bidding will be conducted through **International Competitive Bidding procedure following Two Envelop system.** 

Interested parties may refer the bidding document (only for viewing purpose) and obtain necessary information through the websites <u>www.cpstl.lk</u> or <u>www.dgmarket.com</u> and the original bidding documents in English language (full set) could be obtained from the undersigned or via email on submission of a written request (the request letter shall be on the company letter head and signed by an authorized person) during working days between 0900 hrs. and 1400 hrs. Sri Lanka local time (GMT+5.30) up to Thursday, 27<sup>th</sup> April 2023, upon payment of a non-refundable bidding document fee of Sri Lankan Rupees Seventy thousand (LKR 70,000.00) or United States Dollars Two hundred (USD 200.00), per document. In case of USD transfer, proof of remittance of the money transfer shall be submitted to the CPSTL on or before Thursday, 27<sup>th</sup> April 2023.

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.

A **Pre bid meeting** will be held with the prospective parties or their authorized representative/s to clarify any matters relating to the document at **1000 hrs. Sri Lanka local time (GMT+5.30) on Monday, 03<sup>rd</sup> April 2023** via video conferencing method. Interested parties shall send their request to participate the Pre-bid meeting to email procure@cpstl.lk at or before **1400 hrs. Sri Lanka local time (GMT+5.30) on Friday, 31<sup>st</sup> March 2023**, in order to send the link to the meeting.

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, Cabinet Appointed 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 Friday, 28<sup>th</sup> April 2023.** Late bids will be rejected.

**Bids will be closed at 1400 hrs. Sri Lanka local time (GMT+5:30) on Friday, 28th April 2023** and the **technical bid** will be opened immediately thereafter at the office of Manager (Procurement) in the presence of the authorized representatives of the bidders who chose to attend. Only one authorized member of respective bidder is allowed to participate /witness the tender opening procedure.

Bids shall be valid up to 25<sup>th</sup> August 2023, from the date of opening of the bid.

Bids shall be accompanied by a **bid security of Sri Lankan Rupees Six million five hundred thousand (LKR 6,500,000.00) or United States Dollars Eighteen thousand (USD 18,000.00), which shall be valid until 22<sup>nd</sup> September 2023,** from the date of opening of the bid.

Bidders shall register themselves at the Department of Registrar of Companies www.drc.gov.lk (e-ROC) in accordance with the Public Contracts Act. No 3 of 1987.

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

The Chairman Cabinet Appointed 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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## **01. INSTRUCTIONS TO BIDDERS (ITB)**

## **1** INSTRUCTIONS TO BIDDERS (ITB)

## **1.1 INTRODUCTION**

The Chairman, Cabinet Appointed Procurement Committee **(CAPC)**, on behalf of the Ceylon Petroleum Storage Terminals Limited **(CPSTL)**, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka will receive sealed bids from Manufacturers or their Accredited Export Agents abroad or Accredited Local Agents in Sri Lanka for the **Supply of Marine Hoses & Accessories for SPM Muthurajawela, Sri Lanka**, conforming to the Terms & Technical Specifications indicated in Section 03 and the Terms & Conditions given under this bidding document.

Bidding will be conducted through **International Competitive Bidding (ICB) procedure following two envelop system.** 

All materials shall be manufactured & testing shall be done as per OCIMF guide to Manufacturing and purchasing hoses for offshore Mooring (GMPHOM) 2009, 5<sup>th</sup> edition.

CPSTL shall make the payment by Letter of Credit as per the terms of mode of payment, COC clause 2.9 of the Conditions of Contract of this bidding document.

CPSTL shall undertake the clearance of the items and bear the cost of clearance including all statutory charges. Hence the cost of clearance shall not be included to the bid price.

Additional services provided by the bidder not covered in this bidding document, shall be stated clearly. If no exceptions are stated, the CAPC would assume that bidder conforms to most stringent conditions of the bidding document.

The bidder shall bear all costs associated with the preparation and submission of its bid, and the CAPC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bids that do not conform to "Invitation to Bid" will be rejected.

#### **ELIGIBLE BIDDERS:**

- a) All bidders shall possess legal rights to supply the goods under this contract.
- b) A bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the purchaser to provide consulting services for the preparation of the design,

specifications, and other documents to be used for the procurement of the goods to be purchased under these bidding documents.

- c) A bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA) / National Procurement Commission (NPC), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA/NPC, www.npa.gov.lk/www.nprocom.gov.lk & www.treasury.gov.lk.
- d) All bidders shall have the API Q1 certification for their Marine hose manufacturing plant.

## **1.2 CONTENTS OF BIDDING DOCUMENT**

Bidding document consists of the following

**01.** Invitation for Bids **02.** Instructions to Bidders (ITB) **03.** Conditions of Contract (COC) **Technical Specifications** 04. **05.** Schedule of Prices - Schedule "A" **06.** Form of Bid - Annexure "A" - Annexure "B" **07.** Format of Bid Security Guarantee **08.** Format of Performance Security Guarantee - Annexure "C" **09.** Format of Contract Agreement - Annexure "D" **10.** Format of Manufacturer's Authorization - Annexure "E" **11.** Format of Signature Authorization Letter - Annexure "F" **12.** Past Supply Records to CPSTL - Annexure "G" **13.** Compliance/Deviations sheet - Annexure "H"

The bidder is not permitted to do any alterations in the bidding document in any form whatsoever. Any such alterations in the bidding document by the bidder may be liable for disqualification.

## **1.3 ISSUING OF BIDDING DOCUMENTS**

Interested parties may refer the bidding document *(only for viewing purpose)* and obtain necessary information through the websites <u>www.cpstl.lk</u> or <u>www.dgmarket.com</u> and the original bidding documents in English language (full set) could be obtained from the undersigned or via email on submission of a written request *(the request letter shall be on the company letter head and signed by an authorized person)* during working days between 0900 hrs. and 1400 hrs. Sri Lanka local time (GMT+5.30) up to Thursday, 27<sup>th</sup> April 2023, upon payment of a non-refundable bidding document fee of Sri Lankan Rupees Seventy thousand (LKR 70,000.00) or United States Dollars Two hundred (USD 200.00), per document. In case of USD transfer, bidders could remit **United States Dollars Two hundred (USD 200.00)**, as the nonrefundable bidding document fee, directly to the CPSTL bank account given below. Proof of remittance of the money transfer shall be submitted (via email: procure@cpstl.lk) to the CPSTL on or before **1400 hrs. Sri Lanka local time (GMT+5:30) Thursday, 27<sup>th</sup> April 2023** and the payment shall be remitted to CPSTL account at or before **1400 hrs. Sri Lanka local time (GMT+5:30) on Thursday, 27<sup>th</sup> April 2023**. {All applicable bank charges (local & overseas) shall be borne by the applicant/remitter and exactly USD 200.00 shall be remitted to CPSTL account after all bank charges}.

Original bidding document will be handed over to the authorized local agent *(if any)* or will be emailed to the bidder upon receipt of the said non-refundable bidding document fee to the CPSTL bank account.

A/C Holder	: Ceylon Petroleum Storage Terminals Limited
A/C No	: 074733828 US\$
SWIFT	: BCEYLKLX
Branch Code	: 7010
Bank & Branch	: Bank of Ceylon
	Corporate Branch
	Head Office, Head Office Building
	No. 04, Bank of Ceylon Mawatha
	Colombo 01
	Sri Lanka.

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 or 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.

## **1.4 PRE-BID MEETING**

A pre-bid meeting will be held with the prospective parties or their authorized representative/s to clarify any matters relating to the bidding document at **1000 hrs. Sri Lanka local time (GMT+5.30) on Monday, 03<sup>rd</sup> April 2023** via video conferencing method. Interested parties shall send their request to participate the pre bid meeting to email <u>procure@cpstl.lk</u> at or before **1400 hrs. on Friday, 31<sup>st</sup> March 2023**, in order to send the link to the meeting.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage by the bidders.

The bidder is requested to submit any queries/clarification/information pertaining to bidding documents by e-mail to <u>procure@cpstl.lk</u>, so as to reach CPSTL on or before **Friday**, **31**<sup>st</sup> **March 2023**. Queries/ Clarifications/ Information sought in any other manner shall not be responded to.

CPSTL responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible to all bidders as indicated in ITB Clause 1.10.

All costs incurred in attending to this pre-bid meeting will have to be borne by the bidder.

## 1.5 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION

Local bidders and local agents in Sri Lanka submitting the bid on behalf of the Manufacturer/Manufacturer accredited export agent abroad, shall register themselves with the Registrar of Companies and shall produce a valid copy of the Certificate of Incorporation issued by the Registrar of Companies of Sri Lanka together with the bid. A copy of the respective company registration of the foreign principal also shall be forwarded along with the bid.

Any of the following party who wishes to submit a bid, shall register himself at the Department of Registrar of Companies <u>www.eroc.drc.gov.lk</u> (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).

- **1.** An agent, sub-agent, representative or nominee must be registered **prior to the closing of the Bid/Tender**.
- 2. If the tender applicant and the tenderer is the same party he must be registered prior to the **award of the tender**.

However, this registration will be verified by CPSTL at the preliminary evaluation of Bids. In case of failure to meet this legal requirement, the bid shall be rejected.

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 / Email: <u>registrar@drc.gov.lk</u> (Contact details may vary from actuals & CPSTL does not take any responsibility in this regard)

## **1.6 DOCUMENTS AND DETAILS TO ACCOMPANY BID**

All bids shall contain adequate particulars in respect of the items offered. Bidders' must furnish all the required documents/details given below for evaluation purposes and failure

to furnish any documents/details requested under **Technical Proposal-Section I** and **Financial Proposal-Section I** along with the bid will result in the bid being rejected.

#### <u> Technical Proposal - Section I</u>

- **1. Proof of Public Contract Registration** as per ITB clause 1.5 (*CPSTL will verify the registration in the e-ROC system, whether or not submitted the PCA-03 certificate*).
- **2. Signature Authorization Letter -** Specimen format as per Annexure "F" as per ITB clause 1.8
- Bid Security for a minimum sum of Sri Lankan Rupees Six million five hundred thousand (LKR 6,500,000.00) or United States Dollars Eighteen thousand (USD 18,000.00), which shall be valid minimum until 22<sup>nd</sup> September 2023 - as per ITB clause 1.17.
- **4.** Duly completed, signed, stamped & dated **Manufacturer's Authorization Letter** (on Manufacturer's letter head) Specimen format as per Annexure "E" as per ITB clause 1.18.
- **5.** Original of the duly completed, signed, stamped & dated **Form of Bid** Annexure "A" as per ITB clause 1.20.

#### Financial Proposal - Section I

**1.** Original of the duly completed, signed, stamped & dated **Schedule of Prices** - Schedule "A" - as per ITB clause 1.19.

#### <u>Section II</u>

- **1.** Detailed profile of the manufacturer and Country of Origin and Country of Manufacture of the product.
- **2.** Detailed profile of the company of the bidder *(if the manufacturer is not the bidder)*.
- **3.** Detailed profile of the manufacturer accredited export agent abroad *(if applicable)*.
- **4.** Detailed profile of the accredited local agent *(if applicable)*.
- **5.** A copy of Certificate of Incorporation/company registration as per ITB clause 1.5.
- **6.** The Warranty offered & warranty conditions as per COC clause 2.4 (To be specified by a covering letter in the letterhead of the Manufacturer and the Bidder).
- **7.** Name of the proposed Third-Party Inspection Company and the location of inspection.
- **8.** Certificate from the manufacturer that the goods offered are currently in manufacture and not prototypes or obsolete models.
- **9.** Availability of mil test certificate (including chemical composition & physical properties) according to EN10204 (type to be indicated).
- **10.** The valid certificate of ISO9001:2015 for Quality Management System requirement shall be submitted.

- **11.** A copy of API Q1 certification for the hose manufacturing plant.
- **12.** Internationally published original technical literatures/ product catalogues pertaining to the items offered.
- **13.** Past Performance-Bidders shall forward past supply records (customer reference list with contact details) for the supply of marine hoses for SPMs, for the last ten (10) years period. Proof documents certified by such customers shall be provided.
- **14.** Past supply records to CPSTL as per Annexure "G".
- **15.** A separate list of customers out of above list who has their SPMs under similar or worst sea conditions with proof documents (sea conditions to be provided) and contact details of such customers.
- **16.** Consent to accept the Delivery Schedule as per COC clause 2.7 or the period within which the items could be dispatched from the date of establishment of the Letter of Credit.
- **17.** Completed Technical Specifications as per Section 03 Technical Specifications.
- **18.** Completed Compliance/Deviations sheet Annexure "H".
- **19.** All other details and documentary requirements as requested under this bid.

All documentation/correspondence/catalogues/literatures shall be furnished in English language.

## **1.7 SEALING, MARKING & SUBMISSION OF BID**

Bids shall be submitted in **two separately sealed envelopes with duplicates** as follows.

- a) The first envelope shall be clearly marked "ENVELOPE 1 TECHNICAL PROPOSAL-ORIGINAL" an
- **b)** The second envelope shall be clearly marked **"ENVELOPE 2 FINANCIAL PROPOSAL-ORIGINAL"** and the warning message **"DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS"**.

The ENVELOPE 1, marked as **"TECHNICAL PROPOSAL-ORIGINAL"** shall include the originals of the documents requested under the **Technical Proposal-Section I of the ITB Clause 1.6** and the documents requested under the **Section II of the ITB Clause 1.6**.

The ENVELOPE 2, marked as **"FINANCIAL PROPOSAL-ORIGINAL"** shall include the originals of the documents requested under the **Financial Proposal-Section I of the ITB Clause 1.6 and any other information, bidder may wish to include.** 

Bidder shall prepare a **DUPLICATE** copy for both "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" and put in two separate envelopes, clearly marked as **"ENVELOPE 1 – TECHNICAL PROPOSAL-DUPLICATE"** and **"ENVELOPE 2 - FINANCIAL PROPOSAL-DUPLICATE"**.

In the event of any discrepancy between the original and duplicate, the original shall govern. All 04 envelopes shall be enclosed in **ONE securely sealed cover**, which shall be marked **"BID FOR THE SUPPLY OF MARINE HOSES & ACCESSORIES FOR SPM MUTHURAJAWELA, SRI LANKA - KPR/15/2022 – CLOSING DATE: 28<sup>TH</sup> APRIL 2023"** on the top left-hand corner & the Bidder's name & address on the bottom left-hand corner, and addressed to,

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

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 bid is being submitted directly by the manufacturer or his accredited export agent abroad, they shall indicate the name of their authorized agent in Sri Lanka.

A local firm acting as accredited agent for more than one manufacturer or accredited export agent abroad, shall get each of his principal's authority to represents on their behalf and bid on separate sets of bidding documents purchased from CPSTL for such purpose with separate bid securities.

If the bidder wishes to submit alternative/multiple offer/s, such offer/s shall be submitted as separate bid/s. Alternative/multiple offers & higher value offers will be rejected respectively unless such offers have not been submitted as separate bid/s.

In addition to above requirement, the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.

Clarifications can be made through email address procure@cpstl.lk

## **1.8 SIGNATURE AUTHORIZATION**

Bidders shall incorporate a **Signature Authorization Letter** along with their bids, which is authorizing a person to represent the company in submitting the bid, and if successful, to sign the respective agreement/contract with CPSTL. The letter shall be signed by the Proprietor/Partner(s)/Director(s) of the company and the person who signs the bid on behalf of the company and shall be affixed by the common seal of the company (*This letter shall be produced on the company letter head*). Particulars proving the ownership of the

company/ Board of directors shall be submitted along with the Signature Authorization Letter.

# Failure to submit the Signature Authorization Letter at the time or before the closing of the bids, and in accordance with the above said requirements will result in the bid being rejected.

Format of Signature Authorization Letter - Annexure "F" is attached.

## **1.9 FORMAT & SIGNING OF BID**

The original and the duplicate of the bids shall be typed, or written in indelible ink, and shall be signed by the person/s duly authorized by the bidder. All pages of the bid except for unamended printed literature shall be initialled by the person signing the bid.

Any inter lineation, erasures or insertion shall be valid only if they are initialled by the person signing the bid. All corrections shall be very clear and no over-writing shall be accepted.

## **1.10 AMENDMENTS/CLARIFICATIONS OF BIDDING DOCUMENT**

The Chairman, CAPC reserves the right to issue amendments to the bidding document if and when deemed necessary up to seven (07) days prior to the deadline for submission of bids.

A prospective bidder requiring any clarification regarding the provisions or terminology of the bidding document shall notify the CPSTL in writing by hand or post to the mailing address which is indicated in ITB Clause 1.7 or by email to <a href="mailto:procure@cpstl.lk">procure@cpstl.lk</a> on or before the date of the pre-bid meeting given in ITB clause 1.4. Similarly, if a bidder feels that any important provision is unacceptable, such objection shall be raised at this stage.

The CPSTL will respond in writing by post and/or by email to any such request for clarifications, modifications, objections or complaints that are received on or before the date of the pre-bid meeting. Copies of the CPSTL's response will be sent by post and/or by email to prospective bidders who have collected bidding documents, including description of the inquiry but without identifying its source, within seven (07) days prior to the closing of the bid.

Questions and answers will not form part of the bidding document or contract; answers shall not constitute legally binding representation. If arising from a question, it becomes necessary to vary the bidding document, and then an addendum will be issued in accordance with the above procedure.

All correspondence shall be addressed to the mailing address or email address which are indicated above and shall not be personally addressed to any officer. Such correspondence shall not be entertained and shall be considered as a disqualification.

Where a bidder has not sought any clarifications/information such bidder shall be deemed to have accepted the bidding document in full.

## 1.11 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

Bidders may modify, substitute or withdraw their bids after submission, provided that written notice of the modification, substitution or withdrawal is received by the CAPC, prior to the dead line prescribed for bid submission.

Bid modifications or substitutions shall be prepared, sealed, marked and despatched as follows:

The bidder shall provide an original and a duplicate, as specified in the ITB clause 1.7, of any modification or substitution to his bid, clearly identified as such in two envelopes, duly marked "ORIGINAL" & "DUPLICATE". The envelopes shall be sealed in an outer envelope, duly marked BID MODIFICATION-TECHNICAL/FINANCIAL or BID SUBSTITUTION-TECHNICAL/FINANCIAL - "BID FOR THE SUPPLY OF MARINE HOSES & ACCESSORIES FOR SPM MUTHURAJAWELA, SRI LANKA - KPR/15/2022 – CLOSING DATE: 28<sup>TH</sup> APRIL 2023".

Bidders wishing to withdraw their bids shall notify the CPSTL in writing prior the deadline prescribed for the submission of bids. The notice of withdrawal shall bear the name of the bid and the words **"BID WITHDRAWAL NOTICE"**.

Bid modifications, substitutions and withdrawal notices shall be sent **to reach** the address which is indicated in ITB Clause 1.7, or by email to <u>tenders@cpstl.lk</u>, not later than the deadline for submission of bids

In case of submission of bid modifications, substitutions and withdrawal notices by email, the original notices shall be securely kept to be submitted to the Manager Procurement-CPSTL, when requested.

Bid modifications, substitutions or withdrawal notices received after the deadline for submission of bids will be ignored, and the submitted bid will deem to be valid.

## 1.12 CLOSING OF BIDS

Bids enclosed, sealed, marked & addressed as aforesaid shall be sent by post/courier under registered cover or sealed cover **to reach**,

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

**not later than 1400 hrs. Sri Lanka local time (GMT+5:30) on Friday, 28th April 2023** or could deposit in the tender box kept at the main entrance of CPSTL.

Bids will be closed at **1400 hrs. Sri Lanka local time (GMT+5:30) on Friday, 28<sup>th</sup> April 2023.** 

## **1.13 DEADLINE FOR SUBMISSION OF BIDS**

The Chairman, CAPC must receive bids as specified under ITB Clause 1.12 not later than the time and date stipulated. The Chairman, CAPC may at his discretion, extend this deadline for submission of bids, by amending the bidding documents, in which case all right and obligations of the CPSTL and the bidders will thereafter be subjected to the deadline as extended.

## 1.14 LATE BIDS

Any bid received after the deadline for submission of bid will be rejected and returned unopened to the Bidder.

## **1.15 OPENING OF BIDS**

#### **1.15.1 TECHNICAL PROPOSALS:**

**TECHNICAL PROPOSALs** of the bids will be opened immediately after the closing date and time fixed for receipt of bids at,

The office of Manager Procurement Ceylon Petroleum Storage Terminals Limited Procurement Function 01<sup>st</sup> Floor, New Building Oil Installation Kolonnawa, Wellampitiya Sri Lanka.

or such other place as arranged if the Manager Procurement's Office is not available.

The Bid Opening Committee (BOC) as appointed by the CAPC, will open the envelope marked, "Envelope 1-TECHNICAL PROPOSAL", in the presence of the authorized representatives of the bidders who chose to attend.

Only one authorized member of respective bidder is allowed to participate/witness the tender opening procedure. Also the authorized representatives of the bidders may be allowed to participate/witness the bid opening procedure via video conferencing method (i.e., Teams). Video meeting Link will be sent to the prospective bidders who have collected the bidding documents.

Name of the bidders, presence or absence of the requisite bid securities, presence or absence of the dully filled, signed & stamped Form of Bid, presence or absence of the TECHNICAL PROPOSAL and any other relevant information, which the BOC at its discretion, may consider to be appropriate, will be announced, at the opening.

#### **1.15.2 FINANCIAL PROPOSALS:**

**FINANCIAL PROPOSALs** of the bids that have secured the minimum qualifying marks at the technical evaluation will be opened after the technical evaluation of the bids.

Date and time set for opening FINANCIAL PROPOSALs may be sent by registered letter, fax or email.

The Bid Opening Committee (BOC) as appointed by the CAPC, will open the envelope marked, "Envelope 2-FINANCIAL PROPOSAL", in the presence of the authorized representatives of the technically qualified bidders who chose to attend.

Only one authorized member of respective bidder is allowed to participate/witness the tender opening procedure. Also the authorized representatives of the bidders may be allowed to participate/witness the bid opening procedure via video conferencing method (i.e., Teams). Video meeting Link will be sent to the bidders, accordingly.

Name of the bidders, and the bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked, "Envelope 2-FINANCIAL PROPOSAL" are opened.

## **1.16 MINIMUM VALIDITY PERIOD OF BIDS**

All bids shall necessarily be valid for acceptance **minimum until 25<sup>th</sup> August 2023**. Bidders shall however, clearly indicate the maximum period that their bids would be valid. **A bid valid for a shorter period shall be rejected by the CAPC as non-responsive**.

All 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.

In exceptional circumstance, prior to the expiration of the bid validity period, the CAPC may request bidders to extend the period of validity of their bids 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 the validity of the bid security for the period of the extension, and in compliance with ITB Clause 1.17 in all respects. If a bidder does not agree for an unconditional extension of the validity of his bid, his bid shall be rejected without forfeiting the bid security.

On acceptance of the offer within the period of validity of the bid, the validity period shall be extended by another fourteen (14) days for purposes of issuing of Purchase Order and other required documentation.

Bids that do not comply with the above requirements will be rejected as non - responsive.

## **1.17 BID SECURITY**

Each bid shall be accompanied by a bid security, undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period. Such security shall be in the form of a bank guarantee/counter guarantee issued by a recognized commercial bank operating in Sri Lanka (*The bank in Sri Lanka shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka*) and payable to CPSTL on demand, for a minimum sum of Sri Lankan Rupees Six million five hundred thousand (LKR 6,500,000.00) or United States Dollars Eighteen thousand (USD 18,000.00).

The bid security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **minimum until 22<sup>nd</sup> September 2023**.

The bank guarantee shall be furnished without a substantial departure to the format given in Annexure "B".

Failure to submit the bid security at the time, or before the closing of the bids, and in accordance with the above said requirements, and in the format provided will result in the bid being rejected.

In exceptional circumstance, prior to expiry of the period of validity of the bid, the CAPC may request from the bidders to extend the period of validity of their bid securities for a specified additional period as described in ITB clause 1.16. 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.

Bid securities of the unsuccessful bidders will be returned to them only after the award is made to the successful bidder. The bid security of the successful bidder will be returned only after receipt of the performance security.

## **1.18 LETTER OF MANUFACTURER'S AUTHORIZATION**

Bids from the accredited agents representing manufacturers, will not be considered unless they hold the Letter of Manufacturer's Authorization from the manufacturers, empowering the authorized agent to bid on their behalf, to enter into a valid contract on behalf of them and to fulfil all the terms and conditions of the contract, in the event of the bid being awarded.

Format of Manufacturer's Authorization - Annexure "E" is attached.

In the event that the bidder is the manufacturer, the Letter of Manufacturer's Authorization is not required. However, he shall issue a Letter of Authorization to the accredited agent in Sri Lanka, *(if applicable).* 

In the event that the bidder is the manufacturer accredited export agent abroad, he shall furnish the Letter of Manufacturer's Authorization as per the format Annexure "E" from the manufacturer. Also, he shall issue a Letter of Authorization to the accredited agent in Sri Lanka, *(if applicable).* 

In the event that the bidder is the accredited agent in Sri Lanka, he shall furnish the Letter of Manufacturer's Authorization as per the format Annexure "E" from the manufacturer. Also, he shall submit a Letter of Authorization from the manufacturer accredited export agent abroad, *(if applicable).* 

The agreement will be signed with the bidder/accredited agent in Sri Lanka. In such scenario purchase order will be placed and the L/C will be opened in favor of the principal supplier (Manufacturer/Manufacturer accredited export agent abroad).

Failure to submit the Manufacturer's Authorization at the time, or before the closing of the bids, and in accordance with the above said requirements will result in the bid being rejected.

Nomination of an agent after the submission of bid will not be valid and the name of the declared principal/beneficiary will not be changed at any time.

## **1.19 SCHEDULE OF PRICES**

Offered Prices shall be in the form of Schedule of Prices - marked Schedule "A" given in the bidding document and the bidder is required to duly sign and return the same together with the Proforma invoice.

Prospective Bidders are requested to submit their bids in any single internationally accepted foreign currency which is freely convertible in Sri Lanka (*i.e., USD, GBP, EUR, SGD etc.,*).

Details of other charges in Sri Lankan Rupees along with all applicable taxes, shall be disclosed in the appropriate column/s of the schedule of prices as in the Schedule "A".

CPSTL will bear the cost of clearance, cost of customs duties at the Port of Colombo and other Government levies (in Sri Lanka). Hence, such charges shall not be included in the bid price.

Bids not submitted on the prescribed form and in the manner required will be rejected.

## **1.20 DECLARATION**

Bidders shall declare that they had read the conditions and that they make the bid in compliance with, and subject to all the conditions thereof, and agree to execute the contract/perform the services in accordance with the said conditions in the manner therein set out.

Bidders shall submit dully filled & signed **Form of Bid** - **Annexure "A"**, along with the **ENVELOPE 1-TECHNICAL PROPOSAL.** 

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

#### **1.21 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

Prior to the detailed evaluation of bids, using the information/documents provided in **"ENVELOPE 1-TECHNICAL PROPOSAL"**, CAPC will determine whether each bid

- a) is accompanied by the required documents; and
- b) whether those documents have been properly filled/signed

The CAPC will carry out a detailed evaluation to determine whether the technical aspects are properly addressed and the substantial responsiveness of the bids, which are selected at the preliminary examination.

A substantially responsive bid is one which conforms to all the terms, conditions and the requirements of the bidding document, 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 items/service;
- b) which limits in any substantial way, inconsistent with the bidding document, CPSTL'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.

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

CAPC will evaluate and compare only the bids determined to be substantially responsive to the requirements of the bidding documents.

The detailed evaluation methodology will comprise Technical and Financial Evaluation as below:

#### **1.21.1 TECHNICAL EVALUATION:**

The technical evaluation will be completed prior to any financial proposal being opened. CAPC evaluates the **"ENVELOPE 1-TECHNICAL PROPOSAL"** on the basis of their responsiveness to the tender requirements, applying the evaluation criteria, and point system.

During the evaluation of **"ENVELOPE 1-TECHNICAL PROPOSAL"**, CAPC will determine whether the bidders are technically qualified and substantially responsive to the requirements set forth in the bidding document. In order to reach such a determination, CAPC will examine the specifications and supporting technical catalogues provided by the bidder in compliance with Scope of Supply & Specifications given in Section 03 of this bidding document, including the information/details requested under ITB clause 1.6, taking into account the factors and point system outlined under clause 3.7 - Criteria for Technical Evaluation - Scope of Supply & Specifications - Section 03.

Each substantial responsive bid will be given a score as described under clause 3.7 - Criteria for Technical Evaluation - Scope of Supply & Specifications - Section 03. A bid shall be rejected at this stage, if it does not respond to important aspects of the tender requirements or if it fails to achieve an overall minimum of 90 points together with the minimum given against each criterion.

The CAPC may, at its discretion call clarifications from bidders.

The request for clarification and the response shall be in writing within short period from the clarifications and no change in the substance of the bid shall be sought, offered or permitted.

Bidders shall promptly response to any query raised by the CAPC by Fax/Email on the bid made by them at the evaluation stage of bids. Failure to response for these queries will be subject to rejection of bid.

#### **1.21.2 FINANCIAL EVALUATION:**

After the technical evaluation is completed, CAPC shall notify those bidders who did not meet the minimum qualifying marks or were considered nonresponsive to the tender requirements, indicating that their envelope marked **"ENVELOPE 2-FINANCIAL PROPOSAL"** will be returned unopened after completing the selection process.

As indicated on the ITB Clause 1.15.2, CAPC shall simultaneously notify the bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked **"ENVELOPE 2-FINANCIAL PROPOSAL"**.

Before evaluating the financial proposal, CAPC will determine whether the bid is signed properly. If the bid is not signed properly, it will be rejected at this stage.

To facilitate the financial evaluation & comparison of bids, all prices quoted in foreign currency will be converted to Sri Lankan Rupees at the **Selling Exchange Rate** determined by the Central Bank of Sri Lanka prevailing on the date of opening of bids.

Evaluation will be done on total Delivered at Site price basis. Bids will be converted in to Delivered at Site price by adding Customs Duties, Taxes (i.e., CESS, PAL, SSCL, VAT, etc.,) Surcharges, Computer & other charges, Port Authority & handling charges, Wharf clearing charges & any other prevailing charges to be incurred by CPSTL for the clearance of goods from the custom/port.

Those who are eligible for import tax concessions shall indicate the same clearly in detail with relevant certifications. In such case, a bank guarantee covering the total concession amount with validity of six (06) weeks longer than delivery period shall be submitted along with the bid. The bank guarantee will be released only after clearance of cargo from Sri Lanka Customs. If not, standard prevailing tax rates will be applied in the evaluation of bids.

Also, CAPC reserves the right to evaluate bids on item wise price or lump sum basis & make split orders/single order considering the economic benefit to CPSTL provided such split orders are acceptable to the bidder/s selected by CAPC.

Bids for part supply of items will be rejected depending on the nature of the requirement. In case, the bidders are unable to quote for mandatory items no. 1 to 17, their bids will be rejected, as per the COC Clause 3.7, Criteria for Technical Evaluation.

Further, the bidders who have previously supplied the marine hoses to CPSTL, together with the detailed Simulated Model Testing (Static & Dynamic) reports for under buoy hose system, which were successfully operated during the guarantee period, will be considered without considering the quoted cost for conducting the simulation test, however based on the details given on Annexure "G".

## **1.22 CORRECTION OF ERRORS**

Financial proposals of the bids, which are determined to be substantially responsive will be checked for any arithmetical error and errors will be corrected in the following manner.

- a) Where the discrepancy is between unit price and the line-item total, resulting from multiplying the unit price by the quantity, the unit price as quoted shall prevail and the line-item total shall be corrected, unless in the opinion of the CAPC there is an obvious gross misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern, and the unit price shall be corrected.
- **b)** Where there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- **c)** Where the discrepancy is between words & figures, the amount in words shall prevail, unless the amount expressed in word is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.
- **d)** The amount stated in the bidding document adjusted in accordance with the above procedure with the concurrence of the bidder shall be considered as binding upon the bid. If the bidder does not accept the corrected amount of bid, his bid will be rejected.
- **e)** If the bidder does not accept the correction of errors, his bid shall be disqualified and his bid security may be forfeited.

## **1.23 POWER TO ACCEPT OR REJECT BIDS**

The CAPC will not be bound to make the award to the bidder submitting the lowest bid. The CAPC 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 such action.

## **1.24 AWARDING CRITERIA**

Subject to ITB clause 1.23, CPSTL will award the contract to the successful bidder, whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that the bidder is determined to be qualified to perform the contract satisfactorily.

The CAPC 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 (*In case of CFR/CIF basis award, the successful bidder shall submit a copy of the freight payment receipt received from the freight agent at the time of shipment, in order to confirm the freight charges quoted in the bid*).

## **1.25 NOTICE OF ACCEPTANCE**

Acceptance of the bid will be communicated as the **LETTER OF AWARD** by fax/e-mail and confirmed in writing by registered post to the successful bidder to the address given by him, soon after the receipt of the CAPC decision. Any change of the mailing address of the bidder shall be promptly notified to the Manager Procurement, Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

## **1.26 SOURCE OF FUNDS**

The contract is financed by funds of Ceylon Petroleum Storage Terminals Limited.

## **1.27 ETHICS, FRAUD AND CORRUPTION**

Parties associated with procurement actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process.

Officials shall refrain from receiving any personal gain from any procurement action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the Bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

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

## 2 CONDITIONS OF CONTRACT (COC)

## 2.1 PERFORMANCE SECURITY

The successful bidder is required to provide a performance security to safeguard the CPSTL against non-performance of the contract. The successful bidder, on being notified by CPSTL of the acceptance of his bid by issuing the Letter of Award, shall furnish at his own expense a performance security, in one of following forms within fourteen (14) days from the date of Letter of Award. Such performance security shall be in the form of a bank guarantee/counter guarantee issued by a recognized commercial bank operating in Sri Lanka *(The bank shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka))* and payable to CPSTL on demand, in a minimum sum equivalent to 15% of the total contract value (inclusive taxes) of the accepted bid in quoted foreign currency.

## The bank guarantee shall be furnished without a substantial departure to the format given in Annexure "C".

In an event of submitting the performance security after fourteen (14) days from the date of Letter of Award, the date of completion of the order (delivery date) will be brought forward by the number of days delayed.

If the successful bidder fails to furnish a valid performance security as aforesaid and within twenty-eight (28) days from the date of Letter of Award, CPSTL has right to cancel the award and forfeit the bid security to place the name of the successful bidder in the list of defaulting suppliers.

Further the successful bidder shall be liable for any losses, costs, expenses & damages, which CPSTL may sustain in consequence of such failure. CPSTL, shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such bid, at the risk & expense of the successful bidder.

Official Purchase Order shall be released only after the receipt of the performance security. The performance security shall be in favor of CPSTL and shall be unconditionally encashable on demand by CPSTL and **shall be valid for a period not less than thirty-six (36) months from the date of Bill of Lading (B/L) of the Submarine Hoses.** 

In exceptional circumstances, prior to expiry of the period of validity of the performance security, CPSTL may request to extend the period of validity for a specified additional period, in order to meet the delivery schedule.

## 2.2 CONTRACT AGREEMENT

The successful bidder *(hereinafter called and referred to as the Supplier)* would be called upon to enter into an agreement with CPSTL after successful award. The contract shall be signed within twenty-one (21) days from the date of Letter of Acceptance. A specimen of Contract Agreement is attached as per Annexure "D".

## 2.3 WARRANTY

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

All such defects or failure of the hoses or any part of it found within the period specified shall be rectified or replaced the defective components free of charge by the supplier.

## 2.4 THIRD PARTY PRE-SHIPMENT INSPECTION & WITNESS OF INSPECTION

Third Party Pre-Shipment Inspection shall be arranged by the supplier in such a way that each consignment be subjected to a pre-shipment inspection for quality, quantity, packaging & marking requirements at the sole discretion of CPSTL by an independent internationally recognized inspector who having full membership of IACS (International Association of Classification Society) proposed by the successful bidder & approved by CPSTL.

The cost involved for this Third-Party Pre-Shipment Inspection shall be disclosed in the appropriate columns of the schedule of prices as in the Schedule "A".

The quality and quantity determined by this independent inspector shall be binding on both parties. Inspection report signed & stamped by the third-party inspector shall be sent before the shipment to CPSTL by courier and CPSTL in return will send the **"LETTER OF ACCEPTANCE TO SHIP"** back to the supplier within seven (07) working days after receipt of the original inspection reports. Shipment shall be made only after receipt of the "LETTER OF ACCEPTANCE TO SHIP" from CPSTL. A copy of this letter shall be submitted to the bank with the original shipping documents. These terms shall be included in the Letter of Credit as a condition.

In addition to the above Third-Party Inspection, supplier shall allow two (02) mechanical engineers of CPSTL to witness the tests, procedures and perform inspection of the goods at the manufacturing site.

The cost involved for this inspection visit, except cost of the return air tickets & visa processing fee shall be disclosed in the appropriate columns of the schedule of prices as in the Schedule "A".

The supplier shall intimate well in advance the schedule of Third-Party Pre-Shipment Inspection to arrange mechanical engineers to witness the inspection at manufacturing site. The supplier shall give forty-five (45) days' notice to CPSTL before inspection with seven (07) days confirmation notice.

Cost of air tickets (including visa) for the aforesaid two (02) mechanical engineers will be arranged & born by CPSTL up to closest international airport to the manufacturing site & the supplier shall provide proper and reasonable facilities for the two (02) CPSTL engineers, covering inland travelling for examining including pick-up from airport and drop to airport, inspection, testing, necessary personal protective equipment (PPE) and gauging such items and shall also supply free of charge such apparatus, materials, tools, gauges, labour & assistance as may be required from time to time for the purpose of such examinations, inspections, testing & gauging.

However, the CAPC reserves the right take the final decision regarding the requirement of inspection witness at the time of awarding of the tender.

The CPSTL shall have full authority to reject any item, which does not in the opinion of the CPSTL representative or Certifying Authority comply with the CPSTL specifications.

## 2.5 PACKING & TRANSPORTATION

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

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

- (a) Hose assemblies shall be wrapped in water proof paper or CPSTL approved equivalent for ultraviolet protection over its length.
- (b) Flanged end shall be protected by "non-vented" wooden discs of greater diameter than that of the flange. These discs shall be bolted in four (04) diametrically opposites places.
- (c) Hoses shall be packed on steel pallets fitted with rubber padding at the hose resting points.
- (d) Lifting points shall be clearly marked on the packing to show permitted points for handling.

- (e) Nipple areas shall be secured to the pallet by bolting or strapping. Nipple coating and hose cover shall be protected against damage from bolting or strapping.
- (f) Packing shall be sufficiently robust to withstand all handling during transportation.
- (g) Reasonable precaution shall be taken to ensure that the packing material does not cause permanent deformation of the floatation material.
- (h) All other items to be packed in wooden boxes.
- (i) The manufacturer shall provide detailed direction for packing, lifting, storing and unpacking. One (01) copy of directions shall be included with the shipment.
- (j) All hose assemblies shall be transported horizontally straight and supported properly.
- (k) Stacking is permissible if layers are separated and properly supported.
- (l) No heavy objects shall be placed on top of hose assembly packages where damage to packing is possible.

## 2.6 DELIVERY SCHEDULE

Items shall be delivered to reach CPSTL **within Twenty-four (24) weeks** from the date of establishment of the Letter of Credit.

(Shorter delivery period is most welcome. However, bidders shall indicate the period within which the items could be delivered).

## 2.7 SHIPPING DOCUMENTATION

Immediately after the consignment is shipped, the supplier shall send an e-mail to <u>procure@cpstl.lk</u> stating the name of the vessel with relevant details. Also, within three (03) days from the date of the Bill of Lading, a copy set of following shipping documents shall be sent by e-mail to <u>procure@cpstl.lk</u>.

- I. Clean on board, freight prepaid/freight to collect (as per award) Bills of Lading (B/L) in favour of Sri Lankan bank nominated by CPSTL, showing destination as Colombo and notifying party as Ceylon Petroleum Storage Terminals Limited.
- **II.** Commercial Invoices, showing FOB, Marine Insurance, Sea Freight and CIF value *(according to INCOTERMS 2020)* separately *(as per award).*
- III. Packing List.
- **IV.** Certificate of Manufacturer stating that the items shipped were manufactured by them and indicating Country of Origin.
- **V.** Copy of the freight payment receipt received from the freight agent, in case the shipment has been dispatched on CFR/CIF basis.
- **VI.** Copy of "FINAL APPROVAL DOCUMENT FOR SHIPMENT" issued by CPSTL.

It is the responsibility of the supplier to submit the documents complied with LC terms to the bank & make them available at the nominated bank in Sri Lanka in time. In case of cargo demurrage/detention charges/shipping guarantee charges incurred due to delay in submitting LC complied documents to the bank, the supplier is held liable for such charges

& the supplier should reimburse such costs incurred to CPSTL within fourteen (14) days of receipt of a claim with supporting documents from CPSTL.

## 2.8 MODE OF PAYMENT

Payments shall be paid by an irrevocable, non-transferable Letter of Credit (L/C) to the principal, where 90% of the L/C value will be paid at sight and the balance 10% will be released only after the successful completion of the order as per the terms and conditions of the contract.

Any bank charge incurred in amending L/C terms at the request by the supplier, he shall be required to bear such charges. L/C opening charges shall be borne by the applicant and all other charges outside the country including confirmation charges *(if required)* shall be borne by the beneficiary.

CPSTL will provide a draft L/C for the approval of the beneficiary prior to the transmission of the L/C. Beneficiary shall inform the adjustments/confirm the same within three (03) working days from the date of receipt of the draft.

The following information are very essential for CPSTL to obtain the necessary Import License and for establishment of L/C without delay. Hence you are kindly requested to incorporate same in your Pro Forma Invoice.

- I. Pro-forma Invoice Number, Date, Supplier's Address & Contact details
- **II.** Country of Origin and Manufacture
- III. Country & Port of Shipment
- IV. The Harmonized System (HS) Number
- **V.** Bank account details of the declared principal/beneficiary
- VI. Name, address, SWIFT/IBAN/Sort code/s of the bank for negotiation of L/C
- VII. Latest date of Shipment/Delivery Period

The cost of Third-Party Pre-Shipment Inspection witness visit by CPSTL engineers shall be paid by direct wire transfer upon acceptance of the inspection report.

Other charges quoted in Sri Lankan Rupees (if any) along with all applicable taxes shall be paid to the authorized agent within a period of one (01) month after the successful completion of the order as per the terms and conditions of the contract.

No payment will be made to a local entity in foreign currency.

Name of the declared principal supplier/beneficiary will NOT be changed at any time. Any payment term requiring advance payments will not be accepted by CPSTL.

## 2.9 INSTALLATION OF SUBMARINE HOSES

Supplier shall send a service engineer from the marine hose manufacturer to the SPM site in Sri Lanka at the time of installations of under buoy hose system to confirm the "hose string configuration is as per the design" and to provide manufacturer's acceptance for operation.

The date of installation of under buoy hose system will be informed to the supplier before thirty (30) days of such installation with seven (07) days confirmation notice.

The cost involved for this visit, except visa processing fee, shall be borne by the CPSTL and the bidder shall provide the daily rates (excluding above mentioned cost) and conditioned together with the bid proposal.

However, the CAPC reserves the right take the final decision regarding the requirement of installation supervision at the time of awarding of the tender.

## 2.10 DELAYS IN DELIVERY

Where the supplier does not supply the item/s in due time, in accordance with the stipulated and agreed dates of delivery, as given in the bidding document, the supplier shall when required by CPSTL be bound to supply such quantity/ties of item/s as may be necessary immediately by CPSTL by making suitable arrangements, in order that the said item/s will reach CPSTL in due time.

Should the supplier fail to arrange for the supply item/s in the manner aforesaid, CPSTL shall have the right to make suitable alternate arrangements without any notice to the successful bidder for the required supplies and to claim from the supplier, the additional expenses thereby incurred by CPSTL.

## 2.11 LIQUIDATED DAMAGES

Should the supplier fail to supply item/s, within the period specified or should he fail to replace any rejected quantity/ties within the period allowed, the supplier shall be liable to pay as pre-estimate of Liquidated Damages (LD), the sum of 1/300<sup>th</sup> of the total item value of the order per day for delay in executing the order, until the order is completed subject to a maximum of 10% of total item value of the order.

In case of such LD being imposed by CPSTL and such LD will be recovered from the supplier.

However, CPSTL reserves the right to cancel the award of the tender, if the item is not delivered within the delivery period agreed by the supplier without any reasonable proven reason to CPSTL or at the reach the maximum LD of 10% of total item value of the order.

## 2.12 DEFAULTS BY SUCCESSFUL BIDDER

If for any reason, in the opinion of CPSTL, the successful bidder becomes incapable or unable to supply item/s offered in his bid, CPSTL shall have the right to obtain such item/s from other sources without being liable in any manner whatsoever, to the 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 supply item/s according to the specifications, he shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach.

The supplier in these circumstances shall also render himself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in CPSTL bids (*In case of failure/default the Local Agent, the Foreign Principal & the Manufacturer shall be suspended*).

## 2.13 PATENT INFRINGEMENT

Supplier shall defend any and all infringement suits in which CPSTL is made a defendant, alleging patent infringement on items purchased from him. 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.

## 2.14 CONTRACT NOT TO BE SUBLET

Supplier shall not assign or sublet without the written authority of the Chairman, CAPC; his obligations to supply the items bided and agreed for. If any part of his obligation has been assigned or sublet with written authority, he will nevertheless be held responsible for the due performance of the part assigned or sublet.

## 2.15 SUPPLIER'S STANDARD CONDITIONS OF SALE

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

## 2.16 FORCE MAJEURE

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

## 2.17 DISPUTES

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

### 2.18 FURTHER INFORMATION

Any other information or clarification required could be obtained from the Manager Procurement, Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka on any working day, between 0900 hrs. and 1600 hrs. Sri Lanka local time (GMT+5:30) before the closing date of the bid.

Telephone :+94-11-2572156/+94-11-5750764 Facsimile :+94-11-2572155 Email :<u>procure@cpstl.lk</u>

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

17<sup>th</sup> March 2023

## **03. SCOPE OF SUPPLY & SPECIFICATIONS**

## **3** SCOPE OF SUPPLY & SPECIFICATIONS

#### **3.1** SCOPE OF SUPPLY

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

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

#### **Marine Hoses & Accessories**

Item	Qty.	Unit	Description
No.	Required		Hoses & Accessories for Floating Hose System
			16"Ø x 40' Kink Resistant, Mainline Floating Hose with ANSI
01	12	No.	150# WN/FF Flanges at both ends
02	01	No.	16"Ø x 40' Half Tapered, One End Reinforced, Half Float, Kink Resistant First Off the Buoy Hose with ANSI 300# WN/FF Flange at the Reinforced End and ANSI 150# WN/FF Flange at the other End
03	03	No.	12"Ø x 40' Kink Resistant, Floating Tail Hose with ANSI 150# WN/FF Flanges at both ends
04	01	No.	16"Ø - 12"Ø x 40' Kink Resistant, Mainline Floating Hose with Integral Reducer and ANSI 150# WN/FF Flanges at both ends
05	03	No.	12"Ø x 30' Kink Resistant, Floating Tanker Rail Hose (Barbell) with ANSI 150# WN/FF Flanges at both ends
	: 		Hoses & Accessories for Under buoy Hose System
06	02	No.	16"Ø x 30' One End Reinforced, Kink Resistant, Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends (for Buoy end)
07	02	No.	16"Ø x 25' Kink Resistant, Standard Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends
08	02	No.	16"Ø x 30' One End Reinforced, Kink Resistant, Submarine Hose with Location Collars and ANSI 300# WN/FF Flanges at both ends (for PLEM end)
09	10	No.	Hinged Turnbuckle Type Body Floats
10	08	No.	Hinged Turnbuckle Type End Floats
11	72	No.	7/8" Ø-9TUNC#210MM threaded stud bolt with 02 nuts
12	240	No.	7/8" Ø-9TUNC#120MM threaded stud bolt with 02 nuts
13	260	No.	1 1/4" Ø-8TUNC#190MM threaded stud bolt with 02 nuts
14	30	No.	1" Ø-8TUNC#280MM threaded stud bolt with 02 nuts
15	448	No.	1" Ø-8TUNC#140MM threaded stud bolt with 02 nuts
16	60	No.	7/8" Ø-9TUNC#250MM threaded stud bolt with 02 nuts
17	120	No.	7/8" Ø-9TUNC#160MM threaded stud bolt with 02 nuts

18	02	No.	Butterfly Valve 12" ANSI 150 Connection
19	02	No.	Studded Cam Locking for 12" Hose
20	02	No.	12" Light weight Blind Flange
21	02	No.	12" Spool Piece
22	06	No.	Obstruction Light for 16" Dia. Hose

#### Note:

1): The floating hose system is undergone very severe weather condition during more than six (06) months in the year and therefore "the design of the first off hose (ITEM-2) should be very critical" and - frequent failures of this hose is being experienced and the hose shall be robust enough to withstand for the "weather parameter applicable" for hose design given in this document, therefore the successful bidder shall discuss with CPSTL about the operational issues before starting the manufacturing process (if any).

#### 2). Simulated Model Testing for under buoy Hose System

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

- **3).** Individual sizes of Item 06, 07 & 08 and quantity of Item 09 & 10 shall be decided by the supplier in accordance with results of static and dynamic simulation.
- **4).** Manufacturer shall send a service engineer to the SPM site in Sri Lanka at the time installations of under buoy hose system to confirm the "hose string configuration is as per the design" and to provide manufacturer's acceptance for operation as per Clouse 2.10.
- **5).** However, CAPC reserves the right to take the final decision regarding the requirement of Simulated Model Testing at the time of evaluation/awarding of the tender.

#### **3.2** SPECIFICATIONS FOR MARINE HOSES AND ACCESSORIES

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

## Please note that the following specifications are for the Standard single carcass hoses.
3.2.1	16"Ø x 40' Kink Resistant, Mainline Floating Hose	e w	ith ANSI 150# WN/FF Flanges at both
	ends (Item No. 01)		
	Nominal Bore Diameter		16" (inch)
	Length		40' (feet)
	Rated Working Pressure (RWP)		15.5 barg (225psig)
	Minimum Burst Pressure		77.5 barg (1125psig)
	Allow. Operating Pressure		-0.85 barg to RWP
	Design Temperature		-29ºC to 82ºC
	Hose Construction	:	Kink Resistant, Standard Single
			Carcass, reinforced with textile or
			fabric cord layers
	Floatation	:	Integral with 20% Reserve Buoyancy
			minimum when filled with Seawater
	Flange Material		ASTM A 105
	Flange Rating	:	ANSI/ASME B16.5 Class 150 at both
			ends
	Flange Coating	:	Hot Dip Galvanized or Zinc Rich
			Primer system
	Flange Face		Flat Face
	Cover	:	Rubber (black colour) with orange
			colour spirally wound stripe,
			resistant to aging abrasion,
			weathering, tearing, sunlight, and oil
			& Seawater penetration
	Cover Thickness		Manufacturer's standard
	Minimum Bending Radius	:	6 times of nominal bore diameter of
			the hose
	Conductivity		Electrical Continuous
	Temporary Elongation		Max. 2.5%
	Permanent Elongation		Max. 0.7%
	Flow Velocity		up to 21m/sec
	Aromatic Hydrocarbon Content		Max. 60%
	Applicable Standards	:	OCIMF "GMPHOM" 2009, 5th Edition

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

Nominal Bore Diameter Length Rated Working Pressure (RWP) Minimum Burst Pressure Allow. Operating Pressure Design Temperature	<ul> <li>16" (inch)</li> <li>40' (feet)</li> <li>15.5 barg (225psig)</li> <li>77.5 barg (1125psig)</li> <li>-0.85 barg to RWP</li> <li>-29°C to 82°</li> </ul>
Hose Construction	: Kink Resistant, Standard Single Carcass, reinforced with textile or fabric cord layers
Flange Material	: ASTM A 105
Flange Rating	: ANSI/ASME B16.5 Class 300 at the Buoy end & ANSI/ASME B16.5 Class 150 at the other end
Flange Coating	: Hot Dip Galvanized or Zinc Rich Primer system
Flange Face	: Flat Face

: Rubber (black colour) with orange colour spirally wound stripe, resistant to aging abrasion, weathering, tearing, sunlight, oil & sea water penetration
: Manufacturer's standard
: <b>3 times</b> of nominal bore diameter of the hose at the <b><u>non-floating part 6</u></b> <b>times</b> of nominal bore diameter of the hose at the <b><u>floating part</u></b>
: Electrical Continuous
: Max. 2.5%
: Max. 0.7%
: up to 21m/sec
: Max. 60%
: OCIMF "GMPHOM" 2009, 5th Edition

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

Nominal Bore Diameter Length Rated Working Pressure (RWP) Minimum Burst Pressure Allow. Operating Pressure Design Temperature Hose Construction	<ul> <li>16" (inch)</li> <li>40' (feet)</li> <li>15.5 barg (225psig)</li> <li>77.5 barg (1125psig)</li> <li>-0.85 barg to RWP</li> <li>-29°C to 82°C</li> <li>Kink Resistant, Standard Single Carcass, reinforced with textile or fabric cord layers</li> </ul>
Floatation	: Integral with 20% Reserve Buoyancy minimum when filled with Seawater
Flange Material	: ASTM A 105
Flange Rating	: ANSI/ASME B16.5 Class 150 at both ends
Flange Coating	: Hot Dip Galvanized or Zinc Rich Primer system
Flange Face	: Flat Face
Cover	: Rubber (black colour) with orange colour spirally wound stripe, resistant to aging abrasion, weathering, tearing, sunlight, and oil & Seawater penetration
Cover Thickness	: Manufacturer's standard
Minimum Bending Radius	: 6 times of nominal bore diameter of the hose
Conductivity	: Electrical Continuous
Temporary Elongation	: Max. 2.5%
Permanent Elongation	: Max. 0.7%
Flow Velocity	: up to 21m/sec
Aromatic Hydrocarbon Content	: Max. 60%
Applicable Standards	: OCIMF "GMPHOM" 2009, 5th Edition

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

Nominal Bore Diameter	: 11.85" (inch)
Length	: 40' (feet)
Rated Working Pressure (RWP)	: 15.5 barg (225psig)
Minimum Burst Pressure	: 77.5 barg (1125psig)
Allow. Operating Pressure	: -0.85 barg to RWP
Design Temperature	: -29°C to 82°C
Hose Construction	: Kink Resistant, Standard Single
	Carcass, reinforced with textile or
	fabric cord layers
Floatation	: Integral with 20% Reserve Buoyancy
	minimum when filled with Seawater
Flange Material	: ASTM A 105
Flange Rating	: ANSI/ASME B16.5 Class 150 at both
0 0	ends
Flange Coating	: Hot Dip Galvanized or Zinc Rich
	Primer system
Flange Face	: Flat Face
Cover	: Rubber (black colour) with orange
	colour spirally wound stripe,
	resistant to aging abrasion,
	weathering, tearing, sunlight, and oil
	& Seawater penetration
Cover Thickness	: Manufacturer's standard
Minimum Bending Radius	: 6 times of nominal bore diameter of
Similari Denang Radius	the hose
Conductivity	: Electrical Continuous
Temporary Elongation	: Max. 2.5%
Permanent Elongation	: Max. 0.7%
Flow Velocity	: up to $21m/sec$
Aromatic Hydrocarbon Content	: Max. 60%
Applicable Standards	: OCIMF "GMPHOM" 2009, 5th Edition
Applicable Stalluarus	. OGIMF GMFHOM 2007, JUI EUIUOII

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

Nominal Bore Diameter Length Rated Working Pressure (RWP) Minimum Burst Pressure Allow. Operating Pressure Design Temperature Hose Construction	<ul> <li>12" (inch)</li> <li>30' (feet)</li> <li>15.5 barg (225psig)</li> <li>77.5 barg (1125psig)</li> <li>-0.85 barg to RWP</li> <li>-29°C to 82°C</li> <li>Kink Resistant, Standard Single Carcass, reinforced with textile or fabric cord layers</li> </ul>
Floatation	<ul> <li>Integral with 25% Reserve Buoyancy minimum when filled with Seawater</li> </ul>
Flange Material	: ASTM A 105
Flange Rating	: ANSI/ASME B16.5 Class 150 at both ends
Flange Coating	: Hot Dip Galvanized or Zinc Rich Primer system
Flange Face	: Flat Face

Cover	: Rubber (black colour) with orange colour spirally wound stripe,
	resistant to aging abrasion, weathering, tearing, sunlight, and oil
	& Seawater penetration
Cover Thickness	: Manufacturer's standard
Minimum Bending Radius	: 4 times of nominal bore diameter of the hose
Conductivity	: Electrical Discontinuous
Temporary Elongation	: Max. 2.5%
Permanent Elongation	: Max. 0.7%
Flow Velocity	: up to 21m/sec
Aromatic Hydrocarbon Content	: Max. 60%
Applicable Standards	: OCIMF "GMPHOM" 2009, 5th Edition

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

Nominal Bore Diameter Length Rated Working Pressure (RWP) Minimum Burst Pressure Allow. Operating Pressure Design Temperature Hose Construction	<ul> <li>16" (inch)</li> <li>30' (feet)</li> <li>15.5 barg (225psig)</li> <li>77.5 barg (1125psig)</li> <li>-0.85 barg to RWP</li> <li>-29°C to 82°C</li> <li>Kink Resistant, Standard Single Carcass, reinforced with textile or</li> </ul>
	fabric cord layers
Flange Material	: ASTM A 105
Flange Rating	: ANSI/ASME B16.5 Class 300 at both ends
Flange Coating	: Hot Dip Galvanized or Zinc Rich Primer system
Flange Face	: Flat Face
Cover	: Rubber (black colour), resistant to aging abrasion, weathering, tearing, sunlight, and oil & Seawater penetration
Cover Thickness	: Manufacturer's standard
Minimum Bending Radius	: 4 times of nominal bore diameter of the hose
Conductivity	: Electrical Continuous
Temporary Elongation	: Max. 2.5%
Permanent Elongation	: Max. 0.7%
Flow Velocity	: up to 21m/sec
Aromatic Hydrocarbon Content	: Max. 60%
Applicable Standards	: OCIMF "GMPHOM" 2009, 5th Edition

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

Nominal Bore Diameter	: 16" (inch)
Length	: 25' (feet)
Rated Working Pressure (RWP)	: 15.5 barg (225psig)
Minimum Burst Pressure	: 77.5 barg (1125psig)
Allow. Operating Pressure	: -0.85 barg to RWP

Design Temperature	: -29°C to 82°C
Hose Construction	: Kink Resistant, Standard Single
	Carcass, reinforced with textile or
	fabric cord layers
Flange Material	: ASTM A 105
Flange Rating	: ANSI/ASME B16.5 Class 300 at both ends
Flange Coating	: Hot Dip Galvanized or Zinc Rich Primer system
Flange Face	: Flat Face
Cover	: Rubber (black colour), resistant to aging abrasion, weathering, tearing, sunlight, and oil & Seawater penetration
Cover Thickness	: Manufacturer's standard
Minimum Bending Radius	: 4 times of nominal bore diameter of the hose
Conductivity	: Electrical Continuous
Temporary Elongation	: Max. 2.5%
Permanent Elongation	: Max. 0.7%
Flow Velocity	: up to 21m/sec
Aromatic Hydrocarbon Content	: Max. 60%
Applicable Standards	: OCIMF "GMPHOM" 2009, 5th Edition

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

Nominal Bore Diameter Length Rated Working Pressure (RWP) Minimum Burst Pressure Allow. Operating Pressure Design Temperature Hose Construction	<ul> <li>: 16" (inch)</li> <li>: 30' (feet)</li> <li>: 15.5 barg (225psig)</li> <li>: 77.5 barg (1125psig)</li> <li>: -0.85 barg to RWP</li> <li>: -29°C to 82°C</li> <li>: Kink Resistant, Standard Single Carcass, reinforced with textile or fabric cord layers</li> </ul>
Flange Material	: ASTM A 105
Flange Rating	: ANSI/ASME B16.5 Class 300 at both ends
Flange Coating	: Hot Dip Galvanized or Zinc Rich Primer system
Flange Face	: Flat Face
Cover	: Rubber (black colour), resistant to aging abrasion, weathering, tearing, sunlight, and oil & Seawater penetration
Cover Thickness	: Manufacturer's standard
Minimum Bending Radius	: 4 times of nominal bore diameter of the hose
Conductivity	: Electrical Discontinuous
Temporary Elongation	: Max. 2.5%
Permanent Elongation	: Max. 0.7%
Flow Velocity	: up to 21m/sec
Aromatic Hydrocarbon Content	: Max. 60%
Applicable Standards	: OCIMF "GMPHOM" 2009, 5th Edition

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

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

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

**3.2.10** Stud Bolt with 02 Nuts to Connect 12" and 16" Dia. Hoses having ANSI 300# & 150# FF Flanges (Item No. 11, 12, 13, 14, 15, 16 & 17)

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

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

#### 3.2.11 Butterfly Valve 12" ANSI 150 Connection (Item No. 18)

Working Pressure	: 15 bar Disk Open
Test Pressure	: 03 bar Seated
Test Pressure	: 28 bar on Body
Temperature	: Ambient
Valve Body Material	: Cast Steel ASTM A 216 WCB
Valve Disk Material	: All Bronze BS 1400 AB2 or Cast
	Stainless Steel Conformed to JIS G
	5121 SCS – 13 (304 Type) or SCS – 14
	(316 Type)
Shaft Material	: Stainless Steel W.St1.4122 or 304 SS
Locking Bolts, Box Wrench	: Stainless Steel 304 SS
Connecting Bolts & Nuts	: Alloy Steel, ASTM A 193 Gr. B7 &
	ASTM A 194 Gr. 2H Coated Carbon
	Resin
Packing	: wooden box
Testing/Manufacturing Standard	: BSEN593 : 2004

#### Important

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

#### **3.2.13** Studded Cam Locking for 12" Hose (Item No. 19)

Flange	: ANSI Class 150, ASTM A 105 or JIS G 4051 S 25 C
"O" Ring	: NBR
Cam	: Carbon Steel, JIS G 4051 S 45 C
Handle	: Rolled Steel, JIS G 3101 SS 41
Connecting Stud & Nuts	: Alloy Steel, ASTM A 193 Gr. B7 & ASTM A 194 Gr. 2H

**3.2.14** 12" Light weight Blind Flange (Item No. 20)

Flange to be conformed to ANSI 150 Class with suitable handle fixed to the outside of the body. Flange & handle materials should be rolled steel conformed to JIS G 3101 SS 41 or ASTM A 105.

**3.2.15** 12" Spool Piece (Item No. 21)

Material: Forged Steel, SATM A 105 or JIS G 4051 S 25 C Important

- 1. Extended surfaces including flange faces shall be hot dipped galvanized in accordance with BS 729.
- 2. Please refer drawing for dimensions.
- 3. Spool pieces shall be fabricated of back-to-back flat face weld neck flanges with bore to match hose. Bolt holes shall straddle centreline.
- 4. Procedures for welding, welder qualifications and weld inspection shall be in accordance with API 1104 or ASME VIII/IX.
- 5. Spools shall be provided with two (02) lifting pad eyes located 1800 apart.
- **3.2.16** Obstruction Light (Anti Corrosive Aluminium Alloy Body) for 16" inner Dia. Floating Hose (Item No 22)

Height Weight Body	<ul> <li>Above 500 mm</li> <li>Less Than 20 Kg</li> <li>Anti-Corrosive Aluminium Alloy suitable for marine service (ASTM B 928 or eq.)</li> </ul>
Stand & Cover	: Galvanized Rolled Steel, JIS G 3101 SS 41
Stand Fixing Bolts	: Stainless Steel 316
Body Colour	: Yellow
Bulb	: Tungsten Filament
Light & Lens Colour	: Clear White
Optical Range	: More than 5 km (when atmospheric transmissivity factor = 0.85)
Flasher	: Solid State with Sun switch
Flasher Frequency	: Every 4 Sec. (0.5 Sec. On + 3.5 Sec. Off)
Bulb Life	: 06 Months (above 500 Hrs)
Power Source	: Alkaline Dry Cell or Solar Chargeable
Battery Pack Life	: At least 03 months

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

#### **3.3** SCOPE OF TESTING

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

- (a) Material & Pre-Build Check
- (b) Inline Inspection of Hose Carcass, Buoyancy Material & Outer Cover
- (c) Adhesion Tests
- (d) Weight Tolerance Test for submarine hoses
- (e) Test Torsion

Proto type test certificate are accepted

(f) Tensile Test

- (g) Float Hydro Static Test & Impact Test
- (h) Float Trial Test

In addition, the Third-Party Inspection will witness following Acceptance Tests along with Two (02) Mechanical Engineers appointed by CPSTL as per COC clause 2.5.

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

#### Important:

#### Third Party Inspection Certificate shall be issued prior to the shipment

#### **3.4** IMPORTANT

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

#### 3.5 SITE CONDITIONS & WEATHER DATA APPLICABLE AT THE TERMINAL

3.5.1	General	
	Location	: N = 203154.1 E = 93889.3
	Chart Depth (MSL)	: 18 m
	Location of the SPBM	: Approx. 3.25 km from Shore
	Highest astronomical tide	: 1 m
	Storm tide	: 1.2 m (Survival)
	Chart Depth (MSL) Location of the SPBM Highest astronomical tide	: 18 m : Approx. 3.25 km from Shore : 1 m

3.5.2	Operational Conditions (SPM with Tanker Moored)		
	Maximum Wave Height	:	6.9 m
	Significant Wave Height	:	3.7 m
	Spectrum Peak Period	:	10.0 Sec
	Associated Wave Period	:	9.8 Sec
	Wind Velocity	:	20 m/s
	Current Speed (surface)	:	0.76 m/s

3.5.3	Survival Conditions (SPM without Tanker Moored)		
	Maximum Wave Height	:	13.6 m
	Peak Wave Period	:	12.9 Sec
	Significant Wave Height	:	7.3 m
	Spectrum Peak Period	:	11.3 Sec
	Associated Wave Period	:	12.6 Sec
	Wind Velocity	:	45.0 m/s
	Current Speed (surface)	:	1.25 m/s

#### 3.6 INTENDED APPLICATION & GENERAL INFORMATION

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

3.6.1	Characteristics of Products being offloaded	
	Product	: Kerosene, Diesel, Gasoline & Fuel

	Oil
Temperature	: Minimum 15 °C to Maximum 50 °C
Maximum Flow rate	: 1800 m <sup>3</sup> /h
Tanker Discharge Pressure	: 10 kg/cm <sup>2 (</sup> 150 psig)
Flow	: From Tanker to Shore Tank

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

**3.6.2**Specifications of Vessels being moored at SPM Terminal<br/>Maximum Dead weight: 60,000 DWT<br/>: 228 m<br/>: 228 m<br/>: 34.9 m

Moulded Depth	: 18.2 m
Draft (Full Load)	: 12.7 m
Draft (Light Load)	: 4.6 m

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

Type of SPBM: Dual Path Catenary Anchor Leg Mooring (CALM)Under buoy Hose System: Chinese LanternNo of PLEMs: 02Throughput: 1800 m³/hourOverall Diameter of the Buoy: 8.5 m (approx.)Overall Height: 4 m (approx.)Dia. of Central Chamber: 3.4 mTotal Weight of the Buoy: 130 MT with productFree Floating in Sea Water: 2.2 m Draft (approx.) to the bottom of the Under-buoy PipingComponents of Watertight Hull: 07 No. of Separate Watertight CompartmentsNo of Anchor Chain Legs: 06 spaced at 60° intervalsChain Size: 3" & 31/2" Dia.Approx. Length of each chain Radius from Buoy: 285 m	3.6.3	Specifications of the SPM Terminal	
Under buoy Hose System: Chinese LanternNo of PLEMs: 02Throughput: 1800 m³/hourOverall Diameter of the Buoy: 8.5 m (approx.)Overall Height: 4 m (approx.)Dia. of Central Chamber: 3.4 mTotal Weight of the Buoy: 130 MT with productFree Floating in Sea Water: 2.2 m Draft (approx.) to the bottom of the Under-buoy PipingComponents of Watertight Hull: 07 No. of Separate Watertight CompartmentsNo of Anchor Chain Legs: 06 spaced at 60° intervalsChain Size: 3" & 31/2" Dia.Approx. Length of each chain Radius from Buoy: 285 m		-	
Throughput: 1800 m³/hourOverall Diameter of the Buoy: 8.5 m (approx.)Overall Height: 4 m (approx.)Dia. of Central Chamber: 3.4 mTotal Weight of the Buoy: 130 MT with productFree Floating in Sea Water: 2.2 m Draft (approx.) to the bottom of the Under-buoy PipingComponents of Watertight Hull: 07 No. of Separate Watertight CompartmentsNo of Anchor Chain Legs: 06 spaced at 60° intervalsChain Size: 3" & 31/2" Dia.Approx. Length of each chain Radius from Buoy: 285 m		Under buoy Hose System	
Overall Diameter of the Buoy: 8.5 m (approx.)Overall Height: 4 m (approx.)Dia. of Central Chamber: 3.4 mTotal Weight of the Buoy: 130 MT with productFree Floating in Sea Water: 2.2 m Draft (approx.) to the bottom of the Under-buoy PipingComponents of Watertight Hull: 07 No. of Separate Watertight CompartmentsNo of Anchor Chain Legs Chain Size: 06 spaced at 60° intervalsNo of Anchor Chain Legs Chain Size: 37 & 31/2" Dia.Approx. Length of each chain Radius from Buoy: 285 m		No of PLEMs	: 02
Overall Height: 4 m (approx.)Dia. of Central Chamber: 3.4 mTotal Weight of the Buoy: 130 MT with productFree Floating in Sea Water: 2.2 m Draft (approx.) to the bottom of the Under-buoy PipingComponents of Watertight Hull: 07 No. of Separate Watertight CompartmentsOutput: 01 No. of Cylindrical Central ChamberNo of Anchor Chain Legs: 06 spaced at 60° intervalsChain Size: 3" & 31/2" Dia.Approx. Length of each chain: 300 mRadius from Buoy: 285 m		Throughput	: 1800 m <sup>3</sup> /hour
Dia. of Central Chamber Total Weight of the Buoy Free Floating in Sea Water: 3.4 m130 MT with product: 130 MT with productComponents of Watertight Hull: 2.2 m Draft (approx.) to the bottom of the Under-buoy PipingComponents of Watertight Hull: 07 No. of Separate Watertight CompartmentsO1 No. of Cylindrical Central Chamber Chain Size: 06 spaced at 60° intervalsNo of Anchor Chain Legs Chain Size: 37 & 31/2" Dia.Approx. Length of each chain Radius from Buoy: 285 m		Overall Diameter of the Buoy	: 8.5 m (approx.)
Total Weight of the Buoy: 130 MT with productFree Floating in Sea Water: 2.2 m Draft (approx.) to the bottom of the Under-buoy PipingComponents of Watertight Hull: 07 No. of Separate Watertight CompartmentsComponents of Watertight Hull: 07 No. of Cylindrical Central Chamber 06 No. of Surrounding CompartmentsNo of Anchor Chain Legs Chain Size: 06 spaced at 60° intervals : 3" & 31/2" Dia.Approx. Length of each chain Radius from Buoy: 285 m		Overall Height	: 4 m (approx.)
Free Floating in Sea Water: 2.2 m Draft (approx.) to the bottom of the Under-buoy PipingComponents of Watertight Hull: 07 No. of Separate Watertight Compartments01 No. of Cylindrical Central Chamber01 No. of Cylindrical Central ChamberNo of Anchor Chain Legs: 06 spaced at 60° intervalsChain Size: 3" & 31/2" Dia.Approx. Length of each chain Radius from Buoy: 285 m		Dia. of Central Chamber	: 3.4 m
bottom of the Under-buoy PipingComponents of Watertight Hull: 07 No. of Separate Watertight CompartmentsCompartments01 No. of Cylindrical Central ChamberO6 No. of Surrounding Compartments06 No. of Surrounding CompartmentsNo of Anchor Chain Legs: 06 spaced at 60° intervalsChain Size: 3" & 31/2" Dia.Approx. Length of each chain: 300 mRadius from Buoy: 285 m		Total Weight of the Buoy	: 130 MT with product
Compartments 01 No. of Cylindrical Central Chamber 06 No. of Surrounding Compartments No of Anchor Chain Legs Chain Size Approx. Length of each chain Radius from Buoy Compartments 106 Spaced at 60° intervals 137 & 31/2" Dia. 285 m		Free Floating in Sea Water	
01No. of Cylindrical Central Chamber06No. of06No. of07Surrounding Compartments08Spaced at 60° intervalsChain Size: 06 spaced at 60° intervalsChain Size: 3" & 31/2" Dia.Approx. Length of each chain: 300 mRadius from Buoy: 285 m		Components of Watertight Hull	: 07 No. of Separate Watertight
Chamber06No.of06No.of06Surrounding Compartments06Spaced at 60° intervalsChain Size:06Spaced at 60° intervalsChain Size:3" & 31/2" Dia.Approx. Length of each chain:300 m:Radius from Buoy:285 m			Compartments
06No. ofSurrounding CompartmentsNo of Anchor Chain Legs: 06 spaced at 60° intervalsChain Size: 3" & 31/2" Dia.Approx. Length of each chain: 300 mRadius from Buoy: 285 m			01 No. of Cylindrical Central
CompartmentsNo of Anchor Chain Legs: 06 spaced at 60° intervalsChain Size: 3" & 31/2" Dia.Approx. Length of each chain: 300 mRadius from Buoy: 285 m			Chamber
No of Anchor Chain Legs: 06 spaced at 60° intervalsChain Size: 3" & 31/2" Dia.Approx. Length of each chain: 300 mRadius from Buoy: 285 m			06 No. of Surrounding
Chain Size: 3" & 31/2" Dia.Approx. Length of each chain: 300 mRadius from Buoy: 285 m			Compartments
Approx. Length of each chain: 300 mRadius from Buoy: 285 m		No of Anchor Chain Legs	: 06 spaced at 60 <sup>0</sup> intervals
Radius from Buoy : 285 m		Chain Size	: $3'' \& 3^1/2''$ Dia.
		Approx. Length of each chain	: 300 m
Weight of the Anchors : 12 & 16 MT (approx.)		•	
		Weight of the Anchors	: 12 & 16 MT (approx.)

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

**3.6.4** Existing Floating Hose System

The existing Floating Hose System consists of two floating strings.

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

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

#### Floating Hose String No. 2 (Outboard): Gas Oil / Gasoline / Jet A 1

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

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

**3.6.5** Existing Under buoy Hose System

The existing Under buoy Hose System consists of two submerged strings consisting of three hoses for each string.

#### <u>Under buoy Hose String No. 1 (Inboard):</u> For Gas Oil / Gasoline / Jet A 1

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

#### <u>Under buoy Hose String No. 2 (Outboard):</u> For Gas Oil / Gasoline / Jet A 1

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

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

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

#### **3.7** CRITERIA FOR TECHNICAL EVALUATION

#### SUMMARY OF THE MARKING SCHEME

	ITEM	WEIGHTAGE	MINIMUM CRITERIA
01.	<u>Specifications</u>		
1.1	Specification of the items (1 to 17) to be adequately acceptable to the CPSTL. It is mandatory requirement	60%	60%
1.2	Specification of the other accessories (Items 18 to 22) adequately acceptable to the CPSTL	20% (each item 4%)	16%
02.	Manufacturer Experience		
2.1	10 years of experience of supplying hoses same magnitude	10%	
2.2	Successful Supply of subsea hoses for the SPMs installed in similar or worst weather conditions in open sea area	6%	14%
2.3	Successful supply of subsea hoses for SPMs in Sri Lanka	4%	
Tot	al marks required for Technical evaluation	100%	90%

#### Note:

The information for the above will be derived from the information given by the bidders against the requested documents in the bidding document. Bids not accompanied with the documents requested will not be taken to the technical evaluation and will not be call as clarification in any circumstances.

Bids fails to achieve an overall minimum of 90 points, together with the minimum required points given against each criterion, will be rejected.

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

(Common Company Seal)





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





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



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

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









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



#### SBM Atlantia drawing No: DSM26001- "Structural Piping & General Arrangement" for the <u>New PLEM</u>





#### SBM Atlantia drawing No: DSM07022 for the Old PLEM



#### SBM Atlantia drawing No: DSM07024 for the Old PLEM





No.	. Name	
1		Material Specification
2	Body	Cast Steel ASTM A 216 WCB
-	Wafer	Cast Stainless Steel US G 5121 COS 12 (201 F
3	. Seat	Cast Stainless Steel JIS G 5121 SCS-13 (304 Type) or SCS-14 (316 Type)
4	Shaft	Filled Teflon
5	Locking Bolt	Stainless Steel 304 SS
1	Handle	Stainless Steel 304 SS
		Rolled Steel JIS G 3101 SS41
	Box Wrench	Rolled Steel JIS G3101 SS41
	Connecting Bolt and Nuts	
		Alloy Steel ASTM A 193 Gr.B7 and ASTM A 194 Gr.2H Coated with Fluoro Carbon Resin.



ITEM NO: - 19

2/2

## aterial :

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

d Ring

solid carbon steel

lose Size	Dimensions (mm)							Connecting Stud		
	0.D.	I.D.	А	D1 .	Dı	R	Weight (kgs)	Size	Length (mm)	Numbe
6"	279.4	154.1	215.9	241,3	372	330	36	3/4"-10T UNC	75	8
8''	342.9	204.7	269.7	298,5	435	330	40	3/4"-10T UNC	78	8
10"	406,4	254.4	323.9	362.0	507.4	330	64	7/8"- 9T UNC	85	12
12"`)	482.6	304.8	381.0	431.8	583,5	330	82	7/8"- 9T UNC	90	12
16	596.9	381.0	469.9	539.8	712,0	345	113	1"- 8T UNC	100	16

## nperial Units)

or fose šize	Dimensions (ins)						Weight	Connecting Stud			
	0.D.	I.D.	A	D	D1	Ŷ	(lbs)	Size	Length (ins)	Number	
6''	11.0	6.07	8.50	9,50	14.64	13.00	79	3/4"-10T UNC	2.95	8	
8"	13.5	8.06	10.62	11,75	17.13	13.00	88	3/4"-10T UNC	3.07	8	
10''	16.0	10.00	12.75	14.25	19.98	13.00	141	7/8"- 9T UNC	3.35	12	
12"	19.0	12.00	15.00	17.00	22.97	13.00	181	7/8"- 9T UNC	3.54	12	
16''	23.5	15.00	18.50	21.25	28.03	13.60	249	1"- 8T UNC	3,94	16	

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

1 they

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#### **COMPLIANCE / DEVIATIONS SHEET - TECHNICAL**

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

#### 01. Marine Hoses & Accessories

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

12	7/8" Ø-9TUNC#120MM threaded stud bolt with 02 nuts
13	1 1/4" Ø-8TUNC#190MM threaded stud bolt with 02 nuts
14	1" Ø-8TUNC#280MM threaded stud bolt with 02 nuts
15	1" Ø-8TUNC#140MM threaded stud bolt with 02 nuts
16	7/8" Ø-9TUNC#250MM threaded stud bolt with 02 nuts
17	7/8" Ø-9TUNC#160MM threaded stud bolt with 02 nuts
18	Butterfly Valve 12" ANSI 150 Connection
19	Studded Cam Locking for 12" Hose
20	12" Light weight Blind Flange
21	12" Spool Piece
22	Obstruction Light for 16" Dia. Hose

Signature of the Bidder: .....

Date:....

(Common Seal)

# **4 SCHEDULES**

## 4.1 SCHEDULE OF PRICES

Item	Item Description	Qty	Unit	Unit price in	Total amount in
nem	nem Description	QUJ	ome	(xxx)	(xxx)
	Hoses & Accessories for Floating Hose System	n			
01	16"Ø x 40' Kink Resistant, Mainline Floating Hose	12	EA		
••	with ANSI 150# WN/FF Flanges at both ends	12			
	16"Ø x 40' Half Tapered, One End Reinforced, Half				
02	Float, Kink Resistant First Off the Buoy Hose with	01			
	ANSI 300# WN/FF Flange at the Reinforced End		EA		
	and ANSI 150# WN/FF Flange at the other End				
03	12"Ø x 40' Kink Resistant, Floating Tail Hose with	03			
	ANSI 150# WN/FF Flanges at both ends		EA		
	16"Ø - 12"Ø x 40' Kink Resistant, Mainline Floating				
04	Hose with Integral Reducer and ANSI 150# WN/FF	01	EA		
	Flanges at both ends				
	12"Ø x 30' Kink Resistant, Floating Tanker Rail				
05	Hose (Barbell) with ANSI 150# WN/FF Flanges at	03	EA		
	both ends				
	Hoses & Accessories for Under buoy Hose Syste	т			
	16"Ø x 30' One End Reinforced, Kink Resistant,				
06	Submarine Hose with Location Collars and ANSI	02	EA		
	300# WN/FF Flanges at both ends (for Buoy end)				
	16"Ø x 25' Kink Resistant, Standard Submarine Hose				
07	with Location Collars and ANSI 300# WN/FF Flanges	02	EA		
	at both ends				
	16"Ø x 30' One End Reinforced, Kink Resistant,				
08	Submarine Hose with Location Collars and ANSI	02	EA		
	300# WN/FF Flanges at both ends (for PLEM end)				
09	Hinged Turnbuckle Type Body Floats	10	EA		
10	Hinged Turnbuckle Type End Floats	08	EA		
11	7/8" Ø-9TUNC#210MM threaded stud bolt with 02	72	EA		
	nuts				
12	7/8" Ø-9TUNC#120MM threaded stud bolt with 02	240	EA		
	nuts				

13	1 1/4" Ø-8TUNC#190MM threaded stud bolt with 02 nuts	260	EA	
14	1" Ø-8TUNC#280MM threaded stud bolt with 02 nuts	30	EA	
15	1" Ø-8TUNC#140MM threaded stud bolt with 02 nuts	448	EA	
16	7/8" Ø-9TUNC#250MM threaded stud bolt with 02 nuts	60	EA	
17	7/8" Ø-9TUNC#160MM threaded stud bolt with 02 nuts	120	EA	
18	Butterfly Valve 12" ANSI 150 Connection	02	EA	
19	Studded Cam Locking for 12" Hose	02	EA	
20	12" Light weight Blind Flange	02	EA	
21	12" Spool Piece	02	EA	
22	Obstruction Light for 16" Dia. Hose	06	EA	

Table 01				
	For Total Items			Amount (xxx)
а		Tot	al Item value	
	Cost of conducting a de	tailed Sim	ulated Model	
b	Testing (Static & Dynam	nic) for the	e Under-buoy	
	hose system *Please refer Clause 1.21.2 & 3.1-5).			
С	c Cost of Third-Party Pre-Shipment Inspection			
	Total FOB (a+b+c)			
	Sea Freight charges			
	Ν	Marine Insu		
	Total CIF	In figures		
*Th	*This total will be linked to the Form of Bid – Annexure "A"			

Table 02	
TPI witness visit	Amount (xxx)
Cost of Third-Party Pre-Shipment Inspection	
witness visit by 02 CPSTL engineers	
*This total will be linked to the Form of Bid – Annexure "A"	

Table 03		
Optional Iter	n	Daily Rate (Currency)
Daily rates for installation	Onshore	
supervision of under buoy	Onshore Standby	
string by manufacturer's	Offshore	
service engineer	Offshore standby	

Table 04				
Other Local Charges (if any)		Without Taxes (in LKR)	VAT - If applicable	Total with Taxes (in LKR)
Local Charges (LKR)	In figures			
*This total will be linked to the Form of Bid – Annexure "A"	In words			

"If any taxes are not mentioned separately such taxes will be considered as not relevant for the bid"

• Delivery Pe	eriod (EXW ready)	÷			
• Delivery Pe	eriod (FOB ready)	:			
• Delivery Pe	eriod (CIF) <i>Colombo Sea Port</i>	: (Minimum requirement as per COC clause 2.7)			
• Country of Origin/Manufacture:					
• HS Code:	Item No. 1 to 8	Item No. 9 & 10			
	Item No. 11 to 17	Item No. 18			
	Item No. 19	Item No. 20			
	Item No. 21	Item No. 22			

• Estimated Weight & Dimensions of the Export packed shipment: .....

Cont....

<b>Details of the Manufacturer</b> Name of the Manufacturer	:			
Country of the Manufacturer	:			
Address	:			
Telephone (Direct):	E-mail:			
Details of the Principal Supplier	/Beneficiary (If differs from the Manufacturer)			
Name of the Principal/Beneficiary	:			
Country of the Principal/Beneficia	ry :			
Address	:			
Telephone (Direct):	E-mail:			
Details of the Authorized Local A	agent (If applicable)			
Name of the Authorized Local Ager	1t :			
Address	:			
Telephone (Direct):	E-mail:			
Name of the declared principal supplier/beneficiary/authorized local agent will NOT be changed at any time.				
<b>Details of the Bidder</b> Name of the Bidder				
Address	:			
Telephone (Direct):	E-mail:			
Signature of the Bidder:	Date: (Common Seal)			
# **5** ANNEXES

### 5.1 FORM OF BID

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

Dear Sir,

# BID FOR THE SUPPLY OF MARINE HOSES & ACCESSORIES FOR SPM MUTHURAJAWELA, SRI LANKA

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the SUPPLY OF MARINE HOSES & ACCESSORIES FOR SPM MUTHURAJAWELA, SRI LANKA – Tender Ref No: KPR/15/2022 referred to therein, I/we offer to complete the whole of said contract/services in conformity with the said document.
- **A-2** Unless & until a formal agreement is engrossed & executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- **A-3** I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- **A-4** The bid I/we am/are offering is complete and fulfils the technical requirements discussed in the bidding document.
- **A-5** I/We agree to abide by this bid **minimum until 25<sup>th</sup> August 2023**. Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- **A-6** I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- **A-7** I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance bond (in case of a bank guarantee) contained in Annexure "C" and confirm our compliance with the said performance security in the event of award of bid.
- **A-8** I/We affirm that the said items will be delivered to CPSTL **within ...... weeks** period from the date establishment of the Letter of Credit.
- **A-9** If our bid is accepted, we commit to accept the COC clause 2.9; Mode of payment.
- A-10 I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Cabinet Appointed Procurement Committee, Ceylon Petroleum Storage Terminals Limited.

A-11 I/We offer the total price of as indicated on the SHEDULE OF PRICES – Schedule "A"
for the SUPPLY OF MARINE HOSES & ACCESSORIES FOR SPM MUTHURAJAWELA, SRI
LANKA to Ceylon Petroleum Storage Terminals Limited.

Dated this ...... day of ...... 2023 [insert date of signing].

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

in the capacity of ...... [insert legal capacity of the person signing the Form of Bid]

duly authorized to sign bids for and on behalf	of	 	 	
[insert complete name of the bidder]				

Address : .....

(Common Seal)

Witnesses	5:
-----------	----

1. Signature:	2. Signatu	re:
Name:	Name:	
Address:	Address:	

# 5.2 FORMAT OF BID SECURITY GUARANTEE

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

.....

[insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]

#### Beneficiary: Ceylon Petroleum Storage Terminals Limited,

Date: ...... [insert (by issuing agency) date]

**Bid Guarantee No:** *...... [insert (by issuing agency) number]* 

*Sum Guaranteed:* ...... [insert (by issuing bank) the amount of the bank guarantee in figures & in words]

We have been informed that ......*[insert (by issuing agency) the 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 the SUPPLY OF MARINE HOSES & ACCESSORIES FOR SPM MUTHURAJAWELA, SRI LANKA under Tender Reference No: KPR/15/2022 ("the Tender").

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

At the request of the Bidder, we ......*[insert(by issuing agency) the name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....*[insert(by issuing agency) the amount in figures]* .....*[insert (by issuing agency) the amount in figures]* .....*[insert (by issuing agency) the 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 Tender; or
- **(c)** having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity,
  - (i) fails or refuses to execute the Contract Form, if required, or
  - (ii) fails or refuses to furnish the Performance Security, in accordance with the Conditions of Contract (hereinafter "the COC") of the Tender.

Cont....

This Guarantee shall expire:

- (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of 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 (by issuing agency) the date (minimum till 22<sup>nd</sup> September 2023)]

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

This guarantee shall be governed by the laws of Sri Lanka.

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

Seal (where applicable)

## 5.3 FORMAT OF PERFORMANCE SECURITY GUARANTEE

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

.....

[insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]

Beneficiary: Ceylon Petroleum Storage Terminals Limited

Date: ..... [insert (by issuing agency) date]

Performance Guarantee No.: ...... [insert (by issuing agency) number]

*Sum Guaranteed:* ...... [insert (by issuing bank) the amount of the bank guarantee in figures & in words]

We have been informed that .....*[insert(by issuing agency) name of the Supplier]*(hereinafter called "the Supplier") has entered into Contract No. KPR/15/2022 dated .....*[insert date of bid]* with you, for the SUPPLY OF MARINE HOSES & ACCESSORIES FOR SPM MUTHURAJAWELA, SRI LANKA under Tender Reference No: KPR/15/2022 (hereinafter called "the Contract")

Furthermore, we understand that, according to the Conditions of the Contract, a Performance Guarantee is required.

This guarantee shall expire, no later than the ...... day of ......, 2023 [Insert (by issuing agency)date, twelve (12) months from the date of Bill of Lading (B/L) of the Submarine Hoses] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee shall be governed by the laws of Sri Lanka.

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

Seal (where applicable)

# 5.4 FORMAT OF CONTRACT AGREEMENT – KPR/15/2022

THIS CONTRACT AGREEMENT is made and entered into at Colombo on the ... **day of ..... 2023** 

#### BY AND BETWEEN

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

WHEREAS the Purchaser invited bids for the Supply of certain Goods and ancillary services, viz., "SUPPLY OF MARINE HOSES & ACCESSORIES FOR SPM MUTHURAJAWELA, SRI LANKA – Tender Ref No: KPR/15/2022" and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert price in words and figures exclusive VAT & inclusive VAT](hereinafter called and referred to as "the Contract Price")*.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

- **1.** In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- **2.** The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract.
  - This Contract Agreement
  - The Conditions of Contract
  - Scope of Supply and Technical Specifications
  - The Suppliers Bid dated [insert the date of the bid]
  - Original Price Schedules
  - Letter of Acceptance dated [insert the date of the letter of acceptance]
- **3.** This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

Cont....

- **4.** In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- **5.** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Supplier	For and on behalf of CPSTL		
Authorized Signature of the Supplier	Authorized Signature of CPSTL		
(Common Seal)	(Common Seal)		
In the process of witness	In the presences of with each		
In the presences of witness:	In the presences of witness:		
Name :	Name :		
NIC No :	NIC No :		
Signature :	Signature :		
Address :	Address :		

#### 5.5 FORMAT OF MANUFACTURER'S AUTHORIZATION

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

#### Date: ..... [insert date]

#### Name of Tender : SUPPLY OF MARINE HOSES & ACCESSORIES FOR SPM MUTHURAJAWELA, SRI LANKA

#### Tender Ref : KPR/15/2022

To: The Chairman Cabinet Appointed Procurement Committee C/o Manager Procurement Procurement Function 01<sup>st</sup> Floor, New Building Ceylon Petroleum Storage Terminals Limited Oil Installation, Kolonnawa, Wellampitiya Sri Lanka.

#### WHEREAS

We hereby confirm goods offered are in good condition & conforming to the scope of supply and technical specifications as mentioned in Section 03 of this bidding document.

Signed [insert signature of authorized representative] .....

In the Capacity of [insert title of authorized representative] .....

**Name** [insert printed or typed name of authorized representative] .....

Address [insert the address of the Manufacturer]:

.....

Company Seal (Rubber Stamp)

Date: .....

### 5.6 FORMAT OF SIGNATURE AUTHORIZATION

[The Bidder shall fill in this Form in accordance with the instructions indicated. This letter of signature authorization shall be typed on the letterhead of the bidder and shall be signed by the Proprietor/Partner(s)/Chairman/Director(s) of the company and affixed by the common seal of the company. Particulars proving the ownership of the company/Board of directors shall be submitted along with this Signature Authorization Letter]

Date: ..... [insert date]

#### Name of Tender : SUPPLY OF MARINE HOSES & ACCESSORIES FOR SPM MUTHURAJAWELA, SRI LANKA

#### Tender Ref : KPR/15/2022

To: The Chairman

Cabinet Appointed Procurement Committee C/o Manager Procurement Procurement Function 01<sup>st</sup> Floor, New Building Ceylon Petroleum Storage Terminals Limited Oil Installation, Kolonnawa, Wellampitiya Sri Lanka.

WHEREAS

**Name** [insert name of the authorized person to sign the bid/contract]: .....

Signature [insert signature of the authorized person who sign the bid/contract]: .....

**Designation** [insert designation of the authorized person who sign the bid/contract]: .....

Authorized Officer of the bidder [Name[: .....

Capacity (Proprietor/Partner/Chairman/Director): .....

Signature: .....

Company Seal (Rubber Stamp)

Date: .....

# 5.7 PAST SUPPLY RECORDS TO CPSTL

Hose Manufacturer's Name	Hose Brand	CPSTL PO No.	Whether the Detailed Simulated Model Testing (Static & Dynamic) report submitted, if yes year of the testing report	Confirm whether the testing done for the hoses having the same specifications offered for this tender	Mention the deviations from the specifications, if any

# 5.8 <u>COMPLIANCE / DEVIATIONS SHEET</u>

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

S/N	Requirement/Condition	Complied	Deviations
01.	Public Contract Registration (Certificate PCA-03) as per ITB clause 1.5, submitted <i>(if applicable)</i>		
02.	Signature Authorization Letter as per ITB clause 1.8, submitted		
03.	Bid Security as per ITB clause 1.17, submitted		
04.	Letter of Manufacturer's Authorization as per ITB clause 1.18, and Annexure "E", submitted		
05.	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.19 and Schedule "A", submitted		
06.	Duly filled, stamped & signed Form of Bid as per ITB clause 1.20 and Annexure "A", submitted		
07.	Compliance with Performance Security as per COC clause 2.1, in case of award		
08.	Compliance with Contract Agreement as per COC clause 2.3, in case of award		
09.	Compliance with Third Party Pre-Shipment inspection & Witness of Inspection as per COC clause 2.5, in case of award		
10.	Compliance with Packing & Transportation as per COC clause 2.6, in case of award		
11.	Compliance with Delivery Schedule as per COC clause 2.7, in case of award		
12.	Compliance with Shipping Documentation as per COC clause 2.8, in case of award		
13.	Compliance with Mode of Payment as per COC clause 2.9, in case of award		
14.	Duly completed Technical Specifications as per Section 03, submitted		
15.	Agreed with Freight arrangement through Ceylon Shipping Corporation or their nominated freight forwarder and Marine Insurance through Local Insurance Company, in case of award on FOB/CFR basis		
16.	Agreed to produce a copy of the freight payment receipt received from the freight agent, in case of award on CFR/CIF basis		

Signature of the Bidder: .....

Date:....

(Common Seal)