

**CEYLON PETROLEUM STORAGE TERMINALS LIMITED****BIDDING DOCUMENT**

FOR

**SUPPLY OF DRY DOCK OVERHAULING SERVICES FOR
SINGLE POINT MOORING BUOY (SPBM) – S.O.12880
IN SRI LANKA****INTERNATIONAL COMPETITIVE BIDDING (ICB)****CONTRACT NO. KPR/16/2023**

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C/o Procurement Manager
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SECTION - 1

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

A General

1. Scope of Bid

- 1.1. The Employer as defined in the Bidding Data invites Bids for the Engineering and Construction of Works, as described in Section 5, Bidding Data.
- 1.2. The successful bidder will be expected to complete the Works by the Intended Completion Date specified in the Bidding Data.
- 1.3. Bids should be submitted in the forms available from the office given in the Bidding Data on a payment of a non-refundable fee given in the Bidding Data. Forms can be collected until the date given in the Bidding Data.

2. Source of Funds

- 2.1. Works will be financed by the source given in Bidding Data.

3. Ethics, Fraud and Corruption

- 3.1. The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
 - 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.
- 3.2. The attention of the bidders is also drawn to the Sub-Clause 59.2(g) of the Conditions of Contract (Section 3) which shall apply to any bidder.

4. Eligibility and Qualification of the Bidder

Eligibility

4.1. The bidder shall not be a blacklisted contractor at the time of bidding and at the time of award of contract.

4.2. Qualifications as given in the Bidding Data, Section 5 at the time of submission of Bids. To qualify for contract award the successful bidder should hold a valid registration 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.

Qualification Requirements

4.3. All bidders shall provide in Section 4 – “Form of Bid and Qualification Information”, the information requested in the Bidding Data.

4.4. To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria if given in Section 5- Bidding Data.

4.5. Each bidder shall submit only one Bid, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidder's participation to be disqualified.

5. Cost of Bidding

5.1. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

6. Site Visit

6.1. The bidder, at the bidder's own responsibility and risk, is encouraged to visit and examine the Buoy and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for overhauling of the buoy. The costs of visiting the Site shall be at the bidder's own expense.

B. Bidding Documents

7. Content of Bidding Documents

8.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Volume 1

Section 1: Instructions to Bidders

Section 2: Standard Forms [Contract]

Section 3: Conditions of Contract

Volume 2:

Invitation to bid

Section 4: Form of Bid and Qualification Information

Section 5: Bidding Data and Contract Data

Section 6: Specification

Section 7: Bills of Quantities

Section 8: Drawings/Sketches/Reports

8. Clarification of Bidding

8.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated given in the Bidding Data. The Employer will respond to any such request for clarification received 05 Days prior to the deadline for submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

9. Amendment of Bidding Documents

9.1. Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.2. Any addendum thus issued shall be a part of the bidding documents and shall be communicated in writing (to be acknowledged in writing) to all those who have purchased the bidding documents.

9.3. Prospective bidders shall be given a reasonable time of not less than 07 days to enable them to prepare their Bids in accordance with the addenda.

C. Preparation of Bids

10. Language of Bid

10.1. All documents relating to the Bid shall be in the language stated in the Bidding Data.

11. Documents Comprising the Bid

11.1. The Bid submitted by the bidder shall comprise the following:

- (A) Enclosed in the envelope marked as "ORIGIN
- (B) AL";

- (a) The Form of Bid and Qualification Information (in the format indicated in section 4, and qualification information)
- (b) Bid security or bid-securing Declaration Bidding Data & Contract Data
- (c) Proof document for the registration of PCA 03
- (d) True copy of Business Registration
- (e) Priced Bills of Quantities
- (f) If alternative offers are invited, such offers shall contain adequate information for evaluation. However the main offer of the Contractor must conform to the bidding documents
- (g) Any other information required to be completed and submitted by bidders, as specified in the Bidding Data

and

- (C) Enclosed in the envelope marked as "COPY"

- (a) The Form of Bid and Qualification Information (in the format indicated in section 4, and Qualification Information)
- (b) priced Bill of Quantities
- (c) if alternative offers are invited, such offers shall contain adequate information for evaluation; and
- (d) any other information required to be complete and submitted by bidders, as specified in the Bidding data.

12. Bid Prices

12.1. The Contract shall be for the whole of the Works, as described in Sub-Clause 1.1, based on the priced Bills of Quantities submitted by the bidder.

12.2. The bidder shall fill in rates and price for all items

of the works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bills of Quantities.

12.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 Days prior to the deadline for submission of Bids, shall be included in the rates, prices, and total bid price submitted by the bidder. However, VAT shall not be included in the rates or prices but shall be shown separately at the space provided in the BOQ.

12.4. The Contract Price shall be subjected to adjustment during the performance of the Contract if provided in the Bidding Data.

13. Currencies of Bid

13.1. The unit rates and prices shall be quoted by the bidder entirely in Sri Lanka Rupees unless otherwise provided in the Bidding Data.

14. Bid Validity

14.1. Bids shall remain valid up to the date specified in the Bidding Data. A bid valid for a shorter period shall be rejected by the Employer.

14.2. In exceptional circumstances, the employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of the Bid and bid security for the period of the extension, and in compliance with Clause 16 in all respects. If a bidder does not agree for an unconditional extension of the validity of his Bid, his Bid shall be rejected without forfeiting the bid security or executing the bid-securing declaration as appropriate.

15. Bid Security and Bid- Securing Declaration

15.1. The bidder shall furnish as part of its Bid, a bid security or a bid- securing declaration as specified in the Bidding Data

Securities and Guarantees shall be irrevocable and unconditionally en-cashable upon the first written request from the Procuring Entity.

The bid securities issued by the following agencies are acceptable;

- a commercial bank operating in Sri Lanka approved with the valid license issued by the monetary board of Central Bank of Sri Lanka,
- a bank based in another country but the guarantee “confirmed” by a commercial bank in Sri Lanka approved by Central Bank of Sri Lanka

15.2. If a bid security is selected under 15.1 above, the bid security shall be in the amount specified in the Bidding Data and shall be valid up to date specified in the Bidding Data, from an agency acceptable to the Employer.

15.3. Any bid not accompanied by a substantially responsive bid security or bid-securing declaration in accordance with this clause, shall be rejected by the Employer.

15.4. The bid security or the bid-securing declaration of unsuccessful bidders shall be returned promptly upon the successful bidder furnishing the performance security.

15.5. The bid security may be forfeited or the bid-securing declaration executed:

- (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Form of Bid; or
- (b) If the bidder does not accept the correction of its bid price pursuant to ITB sub-clause 27; or
- (c) If the successful bidder fails within the specified time to:
 - (i) sign the Contract; or
 - (ii) furnish the required performance security.

16. Pre-Bid Meeting

16.1. The bidder's designated representative is invited to attend a pre-bid meeting which, if convened and

stated so in the Bidding Data, will take place at the venue and time stipulated in the Bidding Data. The minutes of such pre-bid meeting shall be made available to all bidders within a reasonable time prior to the closing date of the Bid. Such minutes should be included by the bidder in his Bid.

16.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The bidder is requested, as far as possible, to submit any questions in writing or by fax to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late.

17. Format & Signing of bid

17.1. The bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, and clearly marked "ORIGINAL." In addition, the bidder shall submit a copy of the bid, which is clearly marked as a "COPY." In the event of discrepancy between them, the original shall prevail.

17.2. The original and the copy of the Form of Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

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

D. Submission of Bids

18. Sealing and Marking of Bids

18.1. The bidder shall seal the original and the copy of the Bid in two separate inner envelopes and

one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY".

- 18.2. The inner and outer envelopes shall;
- (a) Be addressed to the Employer at the address provided in the Bidding Data;
 - (b) Bear the name and identification number of the Contract as defined in the Bidding Data;
 - (c) Include the name and address of the bidder; and
 - (d) Provide a warning not to open before the specified time and date for bid opening as defined in the Bidding Data.

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

19. Deadline for Submission of Bids

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

19.2. The Employer may extend the deadline for submission of Bids by issuing an addendum in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subjected to the new deadline.

20. Late Bids

20.1. Any Bid received by the Employer after the deadline prescribed Clause 20 will be returned unopened to the bidder

21. Modification and Withdrawal of Bids

21.1. Bidders may modify, or withdraw their bids by giving notice in writing before the deadline prescribed in clause 20.

21.2. The bidder's modification or withdrawal notice shall be prepared sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

- 21.3. No Bid may be modified after the deadline for submission of bids.
- 21.4. Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the Bidding Data or as extended pursuant to sub clause 14.2 may result in the forfeiture of the bid security pursuant to clause 16.
- 21.5. Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause, or included in the original bid submission.

E. Bid opening and Evaluation

22. Bid Opening

- 22.1. The Employer will open the bids, including modifications made pursuant to Clause 22, in the presence of the bidder's authorized representatives who choose to attend at the time and in the place specified in the Bidding Data. The bidders' representatives who are present shall sign their attendance.
- 22.2. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.
- 22.3. The envelope marked as "Original" will be opened. If no envelope is marked as "Original" the Employer may open one of the envelopes. If the required documents are available in that envelope, Employer may mark it as the "Original" and the unopened envelope as the "Copy". If so the envelope marked as copy will remain unopened. If any of the required documents is missing in the envelope opened first, the Employer may open the other envelope to search such missing information transfer such documents to one envelope and mark it as "Original" and resealed the other envelope and mark as "Copy".

22.4. The bidders' names, the bid prices, or any discounts, Bid modifications and withdrawals, the presence or absence of bid security/bid security declaration and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except late bids.

22.5. After announcing and completing the other procedures, the Employer shall reseal all the opened envelop in the presence of the bidder's representatives.

23. Process to be Confidential 23.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendation for the award of a contract shall not be disclosed to bidders or any other not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the employer's processing of award decisions may result in the rejection of his bid.

24. Clarification of Bids 24.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any bidder for clarification of the bidder's Bid, including breakdowns of unit rates. the request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bid in accordance with clause 28.

25. Examination of Bids and Determination of Responsiveness 25.1. Prior to the detailed evaluation of Bids , the Employer will determine whether each Bid (a) meets the eligibility criteria defined in the bidding document:(b)has been properly signed;(c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents .

25.2. A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which

limits in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids; (d) A bid which proposes an alternative where not allowed to do so.

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

26. Correction of Errors

26.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- (c) If the bid price changes by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the Bidder and shall be considered as binding upon the bidder.
- (d) If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security shall be forfeited or Bid security declaration shall be executed in accordance with clause 15.

27. Currency for Bid

Not used unless specified in Bidding Data.

Evaluation

28. Evaluation and Comparison of Bids

28.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive.

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

(a) Excluding provisional sums and the provision, if any, for contingencies in the Bills of Quantities, but including Day works, where priced competitively;

(b) Making any correction for errors pursuant to clause 26;

(c) Making appropriate adjustments as described below to reflect discounts or other price modifications offered in accordance with Sub-Clause 21.5.

i. If discounts are offered to limited items it should be applicable to such items;

ii. If the discount offered is to the total bid price as a percentage it should be applicable to all the items at the percentage discount offered, excluding for contingencies and provisional sum items before the contract award all rates and prices shall be adjusted to suit the discount;

iii. If the discount offered is to the total bid price as a lump sum, such lump sum amount should be considered for evaluation and before the award of contract such lump sum amount shall be uniformly distributed to all the items, excluding for contingencies and provisional sums.

(d) Making an appropriate adjustment for

any other acceptable variations, deviations.

- (e) Converting to a common currency if appropriate. For evaluation and comparison of Bids, rates and prices quoted in foreign currencies by the bidders will be converted to Sri Lanka Rupees exchange selling rate published by Central Bank of Sri Lanka (CBSL) rate of opening date of bids.

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

29.4. The estimated effect of any price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in bid evaluation.

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

29. Preference for Domestic Bidders

Not used unless specified in Bidding Data.

F. Award of Contract

30. Award of Contract

30.1. Subject to procedures if provided under sub-clause 30.1 under Bidding Data and Subject to Clause 30.2 and Clause 31 below, the Employer will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be eligible and qualified in accordance with

the provisions of the bidding document.

- 30.2. Even though the bidders meet the eligibility and qualification criteria specified they are subjected to disqualify if they have:
- (a) Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility and qualification requirements; or
 - (b) Participated in fraud and corrupt practice.
 - (c) record of poor performance in previous contracts, such as abandoning the works, inordinate delays resulted in payment of liquidated damages up to the maximum limit specified in the contract etc;

31. Employer’s Right to Accept any Bid and to Rejected any or all Bids

- 31.1. The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

32. Notification of Award and Signing of Agreement

- 32.1. Prior to expiration of the bid validity period, the Employer will notify the successful bidder that his bid has been accepted. This letter (here in after and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution , completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “ Initial Contract Price”)
- 32.2. The notification of award will constitute the formation of the Contract.
- 32.3. The agreement will incorporate the memorandum of understanding if any between the Employer and the successful bidder, and shall

be signed by the Employer and the successful bidder.

32.4. Upon the furnishing by the successful bidder of the performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

32.5. At the same time that the Employer notifies the successful bidder that bid has been accepted, the Employer will prepare the agreement in the form provided in the bidding documents, incorporating all agreements between the parties.

32.6. The Employer shall notify the successful bidder the date, time and venue for the signing of the agreement. The agreement shall be signed within 21 Days of the Letter of Acceptance.

33. Performance Security

33.1. Within 14 Days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a performance security from an agency acceptable to the Employer in the form of unconditional guarantee and in the amount stipulated in the Bidding Data.

33.2. During the Bid evaluation if the Employer found that the rate/s or amount/s quoted by the bidder is/are unreasonably low and could not furnish rational justification to the Employer, the Employer may request the bidder to furnish a performance security to an increased amount than that specified in the Bidding Data.

34. Advance Payment and Security

34.1. The Employer will provide an advance payment on the initial Contract Price subject to maximum amount as stipulated in the Conditions of Contract, within 07 Days of the Contractor submitting an acceptable guarantee.

35. Adjudicator

(N/A)

36. Public contract registration

Any of the following party who wishes to submit a bid, shall register himself at the Department of Registrar of Companies www.drc.gov.lk (e-ROC) as per the Public Contracts Act, No. 03 of 1987 for every public contract value exceeding Sri Lankan

Rupees **Five million** (LKR 5,000,000).

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, "SamagamMedura", No. 400, D R WijewardenaMawatha, Colombo 10 / Tel.: +94-11-2689208 / +94-11-2689209 / Email: registrar@drc.gov.lk (Contact details may vary from actuals & CPSTL does not take any responsibility in this regard)

SECTION – 2

STANDARD FORMS

- ***Form of Bid Security***
- ***Form of letter of acceptance***
- ***Form of agreement***
- ***Form of performance security***
- ***Form of advance payment security***

FORM OF BID SECURITY (UNCONDITIONAL)

*[this Guarantee form shall be filled in accordance with the instructions indicated in brackets]
 ----- [insert issuing agency’s name, and address of
 issuing branch or office]*

Beneficiary: CEYLON PETROLEUM STORAGE TERMINALS LIMITED

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

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

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

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

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

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

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

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

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

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

----- *[date]*

To: -----
[name and address of the Contractor]

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

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

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

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

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

Authorized Signature : -----

Name and title of Signatory : -----

Name of Agency : -----

STANDARD FORM : AGREEMENT

This AGREEMENT, made the[day] day of -----[month] 20----- [year] between -----[name and address of Employer] (hereinafter called “the Employer”) of the one part, and ----- [name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer desires that the Contractor execute ----- [name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year aforementioned in accordance with laws of Sri Lanka.

.....
Authorized signature of Contractor

.....
Authorized signature of Employer

COMMON SEAL

COMMON SEAL

In the presence of:

Witnesses:

1. Name and NIC No. :
- Signature :
- Address :
2. Name and NIC No. :
- Signature :
- Address :

**FORM OF PERFORMANCE SECURITY
(UNCONDITIONAL)**

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

Beneficiary: CEYLON PETROLEUM STORAGE TERMINALS LIMITED

Date:

PERFORMANCE GUARANTEE NO. :

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

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

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

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

.....

Signature(s)

FORM OF ADVANCE PAYMENT SECURITY (UNCONDITIONAL)

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

Beneficiary: CEYLON PETROLEUM STORAGE TERMINALS LIMITED

Date:

ADVANCE PAYMENT GUARANTEE NO. :

We have been informed that
.....(Name of Contractor) (hereinafter called “the Contractor”) has entered into Contract No.
..... (Reference No. of the Contract) dated
With you, for the [name of contract & brief description](here in after called “the Contractor”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum.....(amount in figures).....(amount in words) to be made against an advance payment guarantee.

At the request of the Contractor, we
.....(name of issuing agency) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures)(amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation in repayment of the advance payment under the Contract.

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

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

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

.....
Signature(s)

SECTION – 3

CONDITIONS OF CONTRACT

DRAFT

Note – Conditions of contract shall be read in conjunction with Contract Data

A. General

1. Definitions

Boldface type is used to identify defined terms.

Bills of Quantities means the priced and completed Bills of Quantities forming part of the bid.

Certificate of Completion is the certificate issued by the Engineer on completion of the Works.

Compensation Events are those defined in Clause 44 hereunder.

Completion shall mean when in the opinion of the Engineer the Works have been completed to an extent to be considered functional for the intended purpose.

The **Completion Date** is the date of completion of the Works as certified by Engineer, in accordance with Sub-Clause 55.1.

The **Contract** is the Contract between the Employer and the Contractor to execute the Works and shall include the documents listed in Clause 2.3.

The **Contractor** is a person, corporate body, partnership, proprietorship or joint venture whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Costs shall be deemed to include overhead costs whether on or off site but without profit.

Days are calendar days;

Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

A **defect** is any part of the Works not completed in accordance with the contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The **Employer** is the Party named in the Contract Data, who employs the Contractor to carry out the Works.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor) who is responsible for administering and supervising the execution of the work. Such person may be an engineer, architect or any other technical person. In the absence of such appointment the Employer himself.

The **Engineer's Representative** means a person appointed from time to time by the Engineer under Sub-Clause 5.1 of these conditions.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

Final Certificate is the certificate issued by the Engineer after the Defects Liability Period and on correction of the Defects by the Contractor.

The **Initial Contract Price** is the price stated in the Letter of Acceptance.

The **Intended Completion Date** is date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time or an acceleration order.

Letter of Acceptance means the letter signed and issued by the Employer accepting the Bid submitted by the Contractor for the execution and completion of the Works.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Party means either or both the Employer and the Contractor as the context requires.

Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer which varies the Works, which is instructed or approved as a Variation under Sub Clause 39.4.

The **Works** are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in the Contract Data.

- 2. Interpretation**
- 2.1. In the interpretation of these Conditions of Contract, unless the context otherwise requires;
- a) Headings are for convenience only and do not affect the interpretation of this Contract ;
 - b) Words importing the singular or the gender shall include the plural and the other gender and vice versa. Words have their normal meaning under the language of the Contract unless specifically defined;
 - c) A reference to a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any authority;
 - d) A reference to a document includes an amendment or supplement to, or replacement or innovation of, that document but disregarding any amendment, supplement, replacement or innovation

- made in breach of this Contract; and
- e) A reference to a Party to any document includes that party's successors and permitted assigns.

Any clarification of these Conditions of Contract will be provided by the Engineer.

- 2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3. The document forming the contract shall be interpreted in the following order of priority:
- (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Memorandum of understanding (if any)
 - (4) Contractor's Bid,
 - (5) Contract Data,
 - (6) Conditions of Contract,
 - (7) Specifications,
 - (8) Drawings,
 - (9) Bills of Quantities,
 - (10) any other document listed in the Contract Data as forming part of the Contract.
- 3. Language & Law** 3.1. The language of the Contract shall be English. The law governing the Contract is the law of the Democratic Socialist Republic of Sri Lanka.
- 4. Engineer's Decisions** 4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Engineer's Representative** 5.1. The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause 5.2
- 5.2. The Engineer may delegate any of his duties and responsibilities to Engineer's Representative or others, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 6. Communications** 6.1. Any verbal communication between the Parties including any instructions given, shall be deemed to be duly given for the purposes of this sub-clause, if either Party within seven (7)

Days, confirms to the other Party in writing of such verbal communication or instructions. If the recipient Party does not contradict such confirmation in writing within seven (7) Days, it be deemed to have been accepted.

- 7. Sub Contracting** 7.1. The Contractor may subcontract with the approval of Engineer, but shall not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors** 8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel** 9.1. The Contractor shall employ the key personnel if named by the Employer in the schedule of key personnel, as referred to in the Contract Data, to carry out the functions stated in the schedule or other personnel approved by the Engineer. The Engineer may approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the schedule.
- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven Days and has no further connection with the work in the Contract.
- 10. Employer's and Contractor's Risks** 10.1. The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks** 11.1. From the Start Date until the Final Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to;
 - (i) Use or occupation of the Site of the Works or for the purpose of the Works, which is the

unavoidable result of the Works or

- (ii) Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted by him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials and Equipment to the extent that is due to :

- (i) A fault of the Employer or the Employer's design.
- (ii) Due to war, hostilities, rebellion, revolution, insurrection, radioactive contamination within the country.
- (iii) Riot, commotion or disorder within the country and which is not caused by or due to the employees of the contractor.

11.2. From the Completion Date until the Final Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to;

- (a) A defect which existed on the Completion Date,
- (b) An event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) The activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risk

12.1. From the Start Date until the Final Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) Loss of or damage to the Works, Temporary Works, Plant and Materials.
- (b) Loss of or damage to Equipment;
- (c) Loss of or damage to property of third parties and that of the Employer; (except to Works, Temporary Works, Plant, Materials, and Equipment) in connection with

the Contract;

- (d) Personal injury or death to any person of a third party and including employees of the Employer and other persons engaged by the Employer in connection with the Contract;

13.2. The Contractor shall provide insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Contract Data for the following event which is due to the Contractor's risk:

- (a) Liability for personnel injury or death of workmen or other employees of the Contractor. The Contractor's liability for personal injury or death of workmen shall be as provided for in the Workmen's Compensation Act and any other statutory modifications or amendments thereto.

13.3. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.4. If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.5. Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

13.6. Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1. The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.

15. Queries about the Contract data.

15.1. The Engineer will clarify queries on the contract data.

16. Contractor to Construct the works

16.1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings and Engineer's instructions.

17. The Works to be

17.1. The Contractor may commence execution of the Works on

- Completed by the intended completion Date** the Start Date and shall carry out the Works in accordance with the programmer submitted by the Contractor, as updated with the approval of the Engineer, and shall complete them by the Intended Completion Date.
- 18. Approval by the Engineer**
- 18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2. The Contractor shall be responsible for design of Temporary Works.
- 18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 18.5. All Drawings prepared by the Contractor for the execution of the Temporary or Permanent Works, are subject to prior approval by the Engineer before use.
- 19. Safety**
- 19.1. The Contractor shall be responsible for the safety of all activities on the Site.
- 20. Discovery**
- 20.1. Anything of historical or other interest or of significant value discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.
- 21. Possession of the site**
- 21.1. The Employer shall give possession of all parts of the Site to the Contractor. The Employer if required may give possession of the Site in accordance with the approved programmer. If possession of a part is not given by the date stated in the Contract Data, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
- 22. Access to the site**
- 22.1. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 23. Instructions**
- 23.1. The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the Site is located.
- 24. Dispute Resolution**
- 24.1. Any dispute of whatever nature arising out of or in relation to

this agreement shall in the first instance be attempted to be resolved by way of mutual understanding of both parties. if not the dispute shall be resolved as per the procedure set forth in Clause 25.

25. Governing law & Jurisdiction

25.1 This contract and the rights and the liabilities of the parties hereunder shall be governed by and interpreted according to the laws of the Democratic Socialist Republic of Sri Lanka, and any disputes arising there from shall be subject to the exclusive jurisdiction of the High Court of the western province exercising civil (commercial) jurisdiction at Colombo or the District Court of Colombo in the said Democratic Socialist Republic of Sri Lanka-

26. Arbitration

(NOT applicable)

B. Time Control

27. Program

27.1. Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works.

27.2. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

27.3. The Contractor shall submit to the Engineer for approval an updated program at intervals no longer than the period stated in the Contract Data

27.4. If the Contractor does not submit a program in accordance with Sub-Clause 27.1 above or an updated program in accordance with Sub-Clause 27.3 above, within the periods specified, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

27.5. The Engineer's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the

program and submit it to the Engineer again at any time. A revised program shall show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

28.1. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impracticable for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional Costs.

28.2. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 14 Days of the Contractor asking the Engineer for a decision upon the effect of a compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay as foreseeable by an experienced contractor, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29. Acceleration

29.1. When the Employer wants the Contractor to finish before the Intended Completion Date, the Engineer will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.

29.2. If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

30. Delays Ordered by the Engineer

30.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the works.

31. Management Meetings

31.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the program/progress for the remaining work.

31.2. The Engineer shall record the business of management meetings and provide copies of the record to those attending the meetings and to the Employer. The responsibility of the Parties for action to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting and to the Employer.

- 32. Early Warning** 32.1. The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 32.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer.

C. Quality Control

- 33. Identifying Defects** 33.1. The Engineer shall check the Contractor's work and notify the contractor of any Defects that are found and shall specify a time within which the defects are to be rectified. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

- 34. Tests** 34.1. If the Engineer instructs the Contractor to carry out a test which is not specified in the Specification or Bills of Quantities in sufficient detail to enable the Contractor to have priced or allowed for the same in the Bid and the test shows that the workmanship or Material is defective then the Contractor shall pay for the tests and samples. If there is no defect the test shall be a Compensation Event.

- 35. Correction of Defects** 35.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at completion, and is defined in the Contract Data.
- 35.2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the engineer's Notice.
- 35.3. On completion of the Defects Liability Period and correction of Defects in accordance with Sub-Clause 35.2 or 36.1, and on certification of the final payment, the Engineer shall issue the Final Certificate to the Contractor.

- 36. Uncorrected** 36.1. If the Contractor has not corrected a Defect within the

Defects

time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

- 37. Bill of Quantities** 37.1. The Bills of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 37.2. The Bills of Quantities is used to calculate the Initial Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bills of Quantities for each item.
- 38. Changes in the Quantities** 38.1. If the final quantity of the work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent, provided the change exceeds one (1) percent of the Initial Contract Price, the Engineer shall re-examine the rate based on market conditions and adjust the rate to allow for the changed quantity exceeding the 25 percent.
- 38.2. The Engineer shall not adjust rates arising from changes in quantities if there by the Initial Contract Price is exceeded except with the prior approval of the Employer.
- 38.3. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bills of Quantities.
- 39. Variations.** 39.1. Variations may be initiated by the Engineer at any time prior to issuing the Certificate of Completion for the Works, either by an instruction or by a request for the Contractor to submit a proposal.
- 39.2. Variations may be ordered by the Engineer provided the cumulative value of all such variations issued does not exceed a sum specified in the Contract Data. Any variation ordered above this limit would need the prior approval of the Employer.
- 39.3. The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer with supporting documents to establish that he cannot obtain the necessary Equipment, Materials, Plant & Temporary Works or any of them as appropriate, required for the Variation. Upon receiving this notice, the Engineer shall re-confirm, vary or cancel the instruction.

- 39.4. Each Variation may include,
- (a) Changes to the quantities of any item of work included in the Contract (however, such changes may not necessarily arise from a written order);
 - (b) Changes to the quality and other characteristics of any item of work;
 - (c) changes to the levels, positions and dimensions of any part of the works;
 - (d) Omission of any work other than work intended to be carried out by others ;any additional work, Plant, Materials or services necessary for the Works, including any associated Tests on Completion, boreholes and other testing and exploratory work; or
- 39.5. The Contractor shall not make any alteration and/or modification of the permanent Works, unless and until the Engineer instructs or approves a Variation.
- 39.6. All Variations shall be included in updated program produced by the Contractor.

40. Payments for Variations

- 40.1. The Contractor shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer within 07 Days or such extended time given by the Engineer. The Engineer shall assess the quotation before the Variation is ordered, taking into consideration the provision given in the Contract Data.
- 40.2. If the work in the Variation corresponds with an item description in the Bills of Quantities and if, in the opinion of the Engineer, the quantity of work within the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if tie nature or timing of the work in the Variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of New rates for the relevant items of work.
- 40.3. If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on the Engineer's own forecast of the effects of the Variation on the Contractor's Costs. The contractor may refer the matter to the adjudicator if he disagrees with the rate decided by the

Engineer.

40.4. If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

40.5. The Contractor shall not be entitled to additional payment for Costs that could have been avoided by giving early warning.

41. Cash Flow forecasts

41.1. When the Program is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

42. Payment Certificates

42.1. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

42.2. The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 21 days of the receipt of the Contractor's statement.

42.3. The value of work executed shall be determined by the Engineer.

42.4. The value of work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed.

42.5. The value of work executed shall include the valuation of Variations and Compensation Events and the 80% of the value of the Materials brought to the Site for the permanent Works but not incorporated in such Works.

42.6. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

43.1. Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Engineer within 14 Days of the date of each certificate. If the Employer makes a late payment the Contractor shall be paid interest on the late payment in the next payment. Interest shall be

calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate of interest of 1% over the prevailing lending rate of the Central Bank to Commercial Banks.

- 43.2. If an amount certified is increased in a later certificate or as a result of an recommendation by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.3. Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.
- 43.4. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract

44. Compensation Events.

- 44.1. The following shall be Compensation Events:
 - (a) The Employer does not give access to a part of the Site by the site possession date stated in the Contract Data.
 - (b) The Employer modifies the schedule of other contractors in a way that affects the work of the Contractor under the Contract.
 - (c) Other contractors, public authorities, utilities, or the Employer do not work within the dates and other constraints stated in the Contract or in the nominated sub-contract as the case may be, and they cause delay or extra cost to the Contractor.
 - (d) The Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time, in spite of the Contractor requesting for such information in advance.
 - (e) Ground conditions at the time of issuance of the Letter of Acceptance are substantially more adverse than could reasonably have been assumed from the information issued to bidders (including the site investigation reports) and from information available publicly and from a visual inspection of the Site at the time of closing of the Bid.
 - (f) The Engineer gives an instruction for dealing with an unforeseen condition, defect caused by the Employer, or additional work required for safety or other reasons.
 - (g) The advance payment is delayed.

- (h) The effects on the Contractor of any of the Employer's Risks.
- (i) The Engineer delays issuing the monthly payment certificates unreasonably.
- (j) The Engineer unreasonably delays issuing a Certificate of Completion.
- (k) The Engineer instructs the Contractor to uncover or to carry-out additional tests upon work, which is then found to have no defects.
- (l) The Engineer instructs the Contractor to suspend progress of part or all of the Works, in accordance with Sub Clause 64.1 and the cause of suspension is not the responsibility of the Contractor.
- (m) Other Compensation Events described in the Contract Data or determine by the Engineer.

44.2. If a compensation Event would cause additional Costs or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast Costs has been provided by the Contractor, it shall be assessed by the Engineer, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on the Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

44.4. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

45. Change in Law 45.1. The Engineer shall adjust the Contract Price for any Change in Law during the period commencing 28 Days prior to the closing date of Bids and ending on the date of issuance of the Certification of Completion or termination pursuant to Clause 59. The adjustment shall be the change in the amount of tax, duties and other levies

payable by the Contractor provided such changes are not already reflected in the Contract Price or are a result of Clause 47.1 or otherwise.

For purposes of this sub clause, Change in Law means the enactment of any new Law or a change to existing legislation and the repeal of , or modification of existing laws of the country, including any regulations made, and/or directives issued there under, or a change in the judicial interpretation and the application of any Law by a competent Court as compared to such interpretation or application by a Court prior to the date of this agreement, and which relates to taxation or imposition of rationing, proscribing any activity or relates to duties and other import/export levies which in each case is beyond the control of the Contractor and materially affects the performance of the Contractor's responsibilities under the Contract.

- | | |
|-------------------------------|---|
| 46. Currencies | 46.1. Where payments are made in currencies other than Sri Lankan Rupees, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contract Data. |
| 47. . Retention | <p>47.1. The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data subject to the limit of retention stated in the Contract data.</p> <p>47.2. On Completion of the whole of the Works, first half the total amount retained shall be repaid to the Contractor and second half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.</p> <p>47.3. As an alternative upon the issue of the Certificate of Completion the Contractor may submit an unconditional, on demand guarantee acceptable to the Employer to a value equal to the second half of the retention money, and valid up to 28 days beyond the end of Defect Liability Period. On receipt of such guarantee the Employer shall repay the second half of the retention money.</p> |
| 48. Liquidated Damages | <p>48.1. The Contracto</p> <p>48.2. r shall pay liquidated damages the Employer at the rate per Day stated in the Contract Data for each Day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> |

- 48.3. If the Intended Completion Date is extended after liquidated
- 48.4. damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 43.1.
- 49. Bonus** 49.1. The contractor shall not be entitled to a bonus unless otherwise stated in the contact data.
- 50. Payment Advance** 50.1. The Employer shall make advance payment to the Contractor in an amount equivalent to 20% of the Initial Contract Price excluding provisional sums and contingencies, within 14 Days after furnishing of an unconditional guarantee in a form and by a bank or a company acceptable to the Employer. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
- 50.2. The contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.
- 50.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. The advance payment shall be repaid in full when the total certified value of work reaches 90% of the Initial Contract Price. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 51. Securities** 51.1. The performance security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in Contract Data and in the form of an unconditional guarantee acceptable to the Employer. The performance security shall be valid until a date 28 Days beyond the Intended Completion Date as specified under Sub- Clause 17 and Sub-Clause 28.
- 52. Day Works** 52.1. If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only

when Engineer has given written instructions in advance for additional work to be paid for in that way.

52.2. All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Engineer. Each completed form shall be verified and signed by the Engineer within two days of the work being done.

52.3. The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

53. Cost of Repairs

53.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's Costs if from the loss or damage arises. Contractor's acts or omissions.

E. Finishing the Contract

54. Completion

54.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the Works, and the Engineer will do so upon deciding that the work is completed. Upon completion of the Defects Liability Period the contractor shall request the Engineer to issue a Final Certificate and the Engineer shall issue the Final Certificate upon being satisfied that the Contractor has rectified the Defects.

55. Taking Over

55.1. The Employer shall take over the Site and the Works within 7 Days of the Engineer's issuing a Certificate of Completion.

56. Statement at Completion

56.1. The contractor shall supply the Engineer with a detailed account of the amount that the Contractor considers payable under the Contract within 21 Days after issuing of Certificate of Completion. The Engineer shall certify any payment that is due to the Contractor within 42 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issues within 14 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate. The Employer shall pay the contractor the amount certified within 28 Days of the issue of Engineer's certification on the amount due. The contractor will be entitled to interest rate and in the same manner as stipulated in Clause43.1 if payments as stipulated herein are delayed.

56.2. The Contractor shall supply the Engineer an account of the final amount that the Contractor considers payable under the Contract, after correction of all Defects notified and within 7 Days after the end of Defect Liability Period. The Engineer shall certify any payment that is due to the Contractor within 42 Days of receiving the Contractor's account if it is correct and complete. If it is not, the

Engineer shall issue within 14 Days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate. The Employer shall pay the contractor the amount certified within 35 Days of the issue of Engineer's certification on the amount due. The contractor will be entitled to interest rate and in the same manner as stipulated in Clause 43.1 if payments as stipulated herein are delayed.

57. Operation and Maintenance Manuals

- 57.1. If "as-built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 57.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

58. Termination

- 58.1. The Employer or the Contractor may terminate the services under the Contract if the other Party causes a fundamental breach of the Contract;
- 58.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 - (a) The Contractor stops work for 28 Days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
 - (b) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a restructuring or amalgamation;
 - (c) A monthly payment due to the Contractor is not paid within 91 Days from the submission of the Contractor's statement;
 - (d) The Contractor does not maintain the performance security, which is required ;
 - (e) The Contractor has delayed the completion of the Works by the no of Days for which the maximum amount of liquidated mages can be paid as defined in the Contract Data; and
 - (f) The Engineer instructs the Contractor to suspend the progress of the whole of the Works, and the instruction is not withdrawn in accordance with the provisions of sub-clause 64.4;
 - (g) The Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract,

For the purpose of this Sub-Clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution;

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- 58.3. When either Party to the Contract gives notice of a breach of Contract to the Engineer for a cause other than those listed under sub-clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 58.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 58.5. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

59. Payment upon Termination

- 59.1. If the services of the Contractor under the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments remaining to be recovered at up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 59.2. If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract, by the Employer, the Engineer shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's Costs of protecting and securing the Works, and less advance payments outstanding up to the date of the certificate. The Contractor shall be entitled to claim for any loss of profit or other loss or damage sustained by the Contractor as a result of the termination.

60. Property

- 60.1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the services of the Contractor under the Contract is terminated because of the contractor's

default. Contractor's Equipment thus retained will be released to the Contractor only upon the payment of all the debt due to the Employer. During such period the Employer may use such Equipment for the completion of Works at this discretion.

61. Release from Performance

61.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

62. Provisional Sums and Nominated Sub-Contracting

62.1. Provisional Sum means a sum included in the Contract and so designated in the Bills of Quantities for the execution of any part of the Works or for the supply of goods, Materials, Plant or services, which sum may be used, in whole or in part or not at all, on the instructions of the Engineer.

62.2. For each provisional sum, the Engineer may instruct:

- (a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Clause 40; and/or
- (b) Plant, Materials or services to be purchased by the Contractor, from a nominated subcontractor as defined under Sub-Clause 63.4 or otherwise.

62.3. If executed by the Contractor, the total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the provisional sum relates, as the Engineer shall have instructed.

62.4. In the Contract "nominated subcontractor" means a subcontractor:

- (a) who is stated in Contract as being nominated subcontractor; or
- (b) whom the Engineer instructs the Contractor under Clause 39, to employ as a subcontractor.

62.5. The Contractor shall not be under any obligation to employ a nominated subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars.

62.6. If the Works is executed by a nominated sub-contractor the

Contractor shall pay to the nominated subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract.

62.7. Where provisional sums have been allowed by the Employer in the contract documents the Contractor will be entitled to a payment as attendance to respective nominated sub-contractors equal to the percentage quoted by the Contractor and accepted by the Employer subjected to the maximum stated in the Contract Data. The attendance fee shall be the amount equal to the agreed percentage of the amount certified by the Engineer as payments due to nominated sub-for respective sub-contract work.

63. Suspension of Works

63.1. The engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 64.2, 64.3 and 64.4 shall not apply.

63.2. If the Contractor suffers delay and/or incurs Costs from complying with the Engineer's instructions under Sub-Clause 64.1 and/or from resuming the suspended work, the Contractor shall give notice to the Engineer and shall be a Compensation Event.

63.3. The contractor shall be entitled to payment of the value(as at the date of suspension) of plant and/or Materials which have not been delivered to site, if:

- (a) The work on plant or delivery of plant and/or materials has been suspended for than 28days, and
- (b) The contractor has marked the plant and/or materials as the employer's property in accordance with engineer instructions.

63.4. If the suspension under sub-clause 64.1and has continued for more than 84 days, the contractor may request the engineer's permission to proceed. If the engineer does not give permission within 28 days after being requested to do so, the contractor may, by giving notice to the engineer, treat the suspension as an omission under sub –clause 39 of the affected part of the work. if the suspension affects the whole of the works, the contractor may give notice of termination of under sub-clause 59

- 63.5. After the permission or instruction to proceed is given, the contractor and the engineer shall jointly examine the works and the plant and materials affected by the suspension. The contractor shall make good any deterioration or defect in or loss of then works or plant or materials, which has occurred during the suspension.

DRAFT

VOLUME - 02

INVITATION FOR BIDS

- SECTION 04 : FORM OF BID AND QUALIFICATION INFORMATION**
- SECTION 05 : BIDDING DATA AND CONTRACT DATA**
- SECTION 06 : SPECIFICATIONS**
- SECTION 07 : BILL OF QUANTITIES AND DAY WORK SCHEDULES**
- SECTION 08 : DRAWINGS**
- SECTION 09 : STANDARD FORMS**

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
INVITATION FOR BIDS (IFB)
CEYLON PETROLEUM STORAGE TERMINALS LIMITED

**SUPPLY OF DRY DOCK OVERHAULING SERVICES FOR
SINGLE POINT MOORING BUOY (SPBM) – S.O.12880 IN SRI LANKA
CONTRACT NO: KPR/16/2023**

INTERNATIONAL COMPETITIVE BIDDING (ICB)

The Chairman, Department Procurement Committee, on behalf of the, **Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa** now invites sealed bids from eligible and qualified bidders for the above procurement.

The work consists of

- i. Visiting to SPM site and identify the work to be carried out at the dry dock over hauling.
- ii. Transport of Buoy from Colombo harbor to dry docking site is a responsibility of Contractor. (transport up to inside the Colombo harbor will be done by CPSTL)
- iii. Dry docking of buoy and carrying out the overhauling work as per the work list given and work identified at the pre bid visit.
- iv. Pressure and Rotation test to be carried out and original report/s required to submit.
- v. Handing over the Buoy to CPSTL at the Colombo harbor.

Note: Intended completion date is 14 calendar days from the date of commencement of the work at dry dock

Bidding will be conducted through **International Competitive Bidding (ICB) Procedure**.

To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements.

1. Qualification requirements to qualify for contract award include

i. **Experience Requirement**

Experience in carrying out at least one similar or above capacity SPBM buoy repair work during last ten (10) years, or ships and Tugs repair work including at least 3 ships/tugs repairs per year during last 5 years having each repair cost of USD 500,000 or more.

Financial Requirement

- ii. Bidder should have a sound financial base and reputed background and should be established in the business (for which the bid is made) for at least 5 years. For last three years, the annual average turnover should at least be LKR 960 million or equal amount in foreign currency (USD 2.7 Million).

iii **Facility Requirement**

Dry dock or modern facility with minimum size of 12m x 12m yard for Ship / SPM

- Buoy repair should be available in **Sri Lanka water territory** to accommodate the Buoy safely for repair work.
- iv Business Registration and public contract registration (Form PCA – 03)

Interested parties may refer the bidding document (*only for viewing purpose*) and obtain necessary information through the websites www.cpstl.lk or www.dgmarket.com 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 Wednesday, 21st June 2023**, upon payment of a non-refundable bidding document fee of **Sri Lankan Rupees 10,000.00 or United States Dollars 50.00**, per document. In case of USD transfer, proof of remittance of the money transfer shall be submitted to the CPSTL on or before **20th June 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 Wednesday, 24th May 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 Tuesday, 23rd May 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, Department Procurement Committee (Major), C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st 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 Thursday, 22nd June 2023**. Late bids will be rejected.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bids in **PDF format** via email to tenders@cpstl.lk **to reach** on or before **1400 hrs. Sri Lanka local time (GMT+5.30) on Thursday, 22nd June 2023**, at their own discretion. The original bid document shall be securely kept to be submitted to the Manager Procurement when requested, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

Bids will be closed at 1400 hrs. Sri Lanka local time (GMT+5.30) on Thursday, 22nd June 2023 and 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 22nd September 2023, from the date of opening of the bid.

Bids shall be accompanied by a **bid security of Sri Lankan Rupees Four hundred and fifty thousand only (LKR 450,000.00) or United States Dollars One thousand four hundred (USD 1,400.00), which shall be valid until 20th October 2023**, from the date of opening of the bid.

Bidders shall register themselves at the Registrar of Public Contracts of Sri Lanka www.eroc.drc.gov.lk in accordance with the Public Contracts Act. No 3 of 1987, only if the total contract value exceeds Sri Lankan Rupees Five million (LKR 5,000,000.00).

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

The Chairman
Department Procurement Committee (Major)
C/o Procurement Manager
Procurement Function
Ceylon Petroleum Storage Terminals Limited Oil Installation
01st Floor, New Building
Kolonnawa,
Wellampitiya
Sri Lanka.

SECTION – 4

- ***FORM OF BID***
- ***QUALIFICATION INFORMATION***

FORM OF BID

Name of Contract: Supply of dry dock overhauling services for single point mooring buoy (SPBM) – S.O.12880 in Sri Lanka

To:

**The Chairman,
Department Procurement Committee
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa, Wellampitiya,
Sri Lanka.**

Gentleman,

1. Having examined the Standard Bidding Document – Procurement of Works Specifications, Drawings and Bill of Quantities and addenda for the execution of the above – named Works, we/I the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the aforesaid Conditions of Contract, Specification, Drawings, Bill of Quantities and addenda for the sum of Sri Lankan Rupees.....
.....(In figure **LKR**.....) and/or Foreign currency(In figure) or such other sums as may be ascertained in accordance with the said Conditions.
2. We/I acknowledge that the schedule forms part of our Bid.
3. We/I undertake, if our Bid is accepted, to commence the Works as stipulated in the Contract Data, and to complete the whole of the Works comprised in the contract within the time stated in the Contract Data.
4. We/I agree to abide by this bid **minimum** stated in the Sub-Clause 14 of Instructions to Bidders or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We/I understand that you are not bound to accept the lowest or any Bid you may receive.

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

(IN BLOCK CAPITALS)

Signature :.....

Name :.....

Designation :.....

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

Witness :.....

QUALIFICATION INFORMATION

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

Blacklisted Contractors	
Have you been declared as a defaulted contractor by NPA or any other Agency?	
If yes provide details	
VAT Registration Number	
Overhauling work Program	<i>(attach as annex)</i>
Legal status	<i>(attach relevant status copies, as annex)</i>
Value of similar works completed in last 10 years (indicate as requested in bidding DATA)	1. Value Year 2. Value Year 3. Value Year <i>(attach copies of Certificate of Completion etc., as annex)</i>
Major items of construction equipment proposed	1. Type Capacity 2. Type Capacity 3. Type Capacity 4. Type Capacity 5. Type Capacity
Qualification and experience of key staff – Site & Head Office (Permanent, Contract basis & Consultants)	Technical: 1. 2. 3.
	Managerial: 1. 2.
Other information if any relevant to this work	

SECTION - 5

BIDDING DATA & CONTRACT DATA

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G. Bidding Data

Instructions to Bidders

Clause Reference

(1.1) The Employer is

Name : Ceylon Petroleum Storage Terminals Limited

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

The work consists of

- i. Visiting to SPM site at island break water and identify the work to be carried out at the dry dock over hauling.
- ii. Dry docking of buoy and carrying out the overhauling work as per the work list given in the bid document and work identified at the pre bid visit.
- iii. Transport of Buoy from Colombo harbor to dry docking site is a responsibility of Contractor.
- iv. Pressure and Rotation test to be carried out and original report/s required to submit.
- v. Handing over the repaired Buoy to CPSTL at the Colombo harbor

Note: The required special tools for overhauling work listed in the scope of work shall be provided by the contractor.

(1.2) Intended Completion Date is **14 Calendar days from** the date of commencement of the work at Dry dock.

(1.3) The office for collection of bid forms is

**Procurement Manager,
Procurement Function,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa, Wellampitiya,
Sri Lanka.**

The non-refundable fee is **LKR10,000.00 or USD 50.00**

The Bid forms will be issued from 10th May 2023 up to 21st June 2023 during normal working hours from 0900 hrs. to 1400 hrs. (GMT + 5.30)

(2.1) The source of funds is **CPSTL**

(4.3) * VAT Registration number

* Overhauling work Program inclusive of Time Schedule

* Legal Status (Sole proprietor, Partnership, Company etc.)

* Experience in works of a similar nature and size for each of the last ten

years;

- * Major equipment and facilities of proposed to carry out the Contract;
- * Qualifications and experience of key site management and technical personnel proposed for the Contract;
- * Any other.

(4.4)

- Experience in carrying out at least one similar or above capacity SPBM buoy repair work during last ten (10) years or ships and Tugs repair work including at least 3 ships/tugs during 5years repairs per year having each repair cost of USD 500,000 or above.
- Bidder should have a sound financial base and reputed background and should be established in the business (for which the bid is made) for at least 5 years. For last three years, the annual average turnover should at least be LKR 960 Million or equal amount in foreign currency. (USD 2.7Million)
- Dry dock or modern facility with minimum size of 12mx12m yard for Ship/SPM Buoy repair should be available in Sri Lanka water territory to accommodate the Buoy safely for repair work.

Following technical and managerial staff:

- A site Engineer with BSc (Mech-Eng.) with minimum five years' experience and one Technical Officer with NDT (mechanical) or equivalent with minimum 07 years' experience should be assigned to the project full time basis. This is the minimum requirement and the successful bidder shall assign all other necessary staff to enable compliance with all other contractual stipulations.

(7.1)

Site Visit

Prior to submitting a bid, bidders shall familiarize themselves and shall be deemed to have done so. The bidders shall inform Operations Manager, Offshore Operations, Graving Docks, Colombo 15, inside harbor (Tel. +94-11-2422388, Fax No. +94-11-2434273) at least 02 days in advance with their names, NIC Numbers/Passport Numbers so that the CPSTL will arrange required permits for the site visit.

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

(9.1)

Employer's address for the purpose of clarification is ;

Name : The Manager (Procurement),
Address : Procurement Function
Ceylon Petroleum Storage Terminals Limited
Oil Installation, Kolonnawa,
Wellampitiya, Sri Lanka

Telephone: +94 112572156
Fax: +94 112572155
Email : procure@cpstl.lk

(11.1)

The language of the bidding document shall be English.

(12.0)

The unit rates and prices shall be quoted by the bidder entirely in Sri Lankan Rupees and/or united state dollars (USD)

(13.3)

VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately at the end of the BOQ.

(13.4)

The Contract is not subjected to price adjustment in accordance with Clause 47 of the Conditions of Contract.

(15.1)

The Bid shall be valid up to **22nd September 2023**.

(16.1)

Bid shall include a Bid Security using the form included in Section 9.

(16.2)

Bid Security shall be:

For an amount of LKR 450,000.00 (Sri Lankan Rupees Four hundred and fifty thousand only) or USD 1,400.00 (**US Dollars One thousand four hundred** only).

- Valid until **20th October 2023**
- Securities and Guarantees shall be on demand guarantees issued by a bank operating in Sri Lanka with the valid license issued by the monetary board of Central Bank of Sri Lanka.

The bid securities issued by the following agencies are acceptable;

- a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka,

- a bank based in another country but the guarantee “confirmed” by a bank in Sri Lanka approved by Central Bank of Sri Lanka

(17.0) Pre Bid meeting will be held on **Wednesday, 24th May 2023** via video conferencing method

Date of site visit will be informed at the meeting or in advance.

The Employer’s address for the purpose of Bid submission is

*The Chairman
Department Procurement Committee(Major)
C/o Procurement Manager
Procurement Function
Ceylon Petroleum Storage Terminals Limited Oil Installation
01st Floor, New Building
Kolonnawa,
Wellampitiya
Sri Lanka.*

Contract name:.

supply of dry dock overhauling services for single point mooring buoy (SPBM) – S.O.12880 in Sri Lanka

Contract no. **KPR/16/2023**

The deadline for submission of Bids shall be **1400 hrs. on 22.06.2023** (GMT + 5.30)

(34.0) The amount of Performance Security is 5% of the Initial Contract Price from the acceptable banks.

Contract Data

(Please note that the Clause nos. given hereunder are that of Conditions of Contract)

(1.1) The Employer is
Name : Ceylon Petroleum Storage Terminals Limited
Address: Ceylon Petroleum Storage Terminals Limited
Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka

Employers Representative
Name : Manager (Procurement),
Address: Ceylon Petroleum Storage Terminals Limited
Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka

(1.1) The Engineer is
Name: Operations Manager(O.O)
Address:
Ceylon Petroleum Storage Terminals Limited

Oil facilities Division
Graving Docks
Colombo 15, Sri Lanka

The work consists of

- i. Visiting to SPM site at island break water and identify the work to be carried out at the dry dock over hauling.
- ii. Dry docking of buoy and carrying out the overhauling work as per the work list given in the bid document and work identified at the pre bid visit.
- iii. Transport of Buoy from Colombo harbor to dry docking site is a responsibility of Contractor.
- iv. Pressure and Rotation test to be carried out and original report/s required to submit.
- v. Handing over the repaired Buoy to CPSTL at the Colombo harbor

Note: The required special tools for overhauling work listed in the scope of work shall be provided by the contractor.

(1.1) The Start Date shall be as per agreed work schedule by the both parties.

(8.1) Schedule of other contractors: None

(9.1) Schedule of Key Personnel:

Minimum persons with qualifications and experience to be defined,

(a) **Technical**

Designation	Academic Qualification	Experience
i. Site Engineer (Mechanical)	B.S.c (Eng)	5 years
ii. Site Supervisor (Mechanical)	NDT or equivalent	7 years
iii. Welding Inspector	NVQ Level IV or equivalent	

- (17.1) The Intended Completion Date for the whole of Works shall be **14 Calendar days** from the Date of Commencement of Works
- (21.1) The Site Possession Date shall be **as per work schedule agreed by both parties**
- (27.1) The Contractor shall submit a program inclusive of a time schedule (Bar Chart) for the Works within **07 Days** of delivery of the Letter of Acceptance.
- (27.3) The Program will be updated every **two days**.
- (35.1) The Defects Liability Period is **180 Days**.
- (43.1) Not applicable. Total payments will be done after completion of the work upon submission of the certified final bill at the earliest.
- (46.1) All Payments shall be made in Sri Lanka Rupees for companies registered in Sri Lanka. The exchange rate used for calculating amounts to be paid in Sri Lankan Rupees if quoted in USD, is based on the selling rate of conversion determined by the Central Bank **as at date of completion of the work mentioned in the final work done certificate**.
- (47.1) The Contract Price is not subjected to price adjustment
- (48.1) The retention from each payment shall be **10%** percent of the certified work done.
The limit of retention shall be **5%** percent of the Initial Contract Price.
- (49.1) The liquidated damages for the whole of the Works shall be **2.5% per Day up the maximum of 10% of the initial contract price**.
- (50.1) The maximum amount of liquidated damages for the whole of the Works shall be **10%** of the Initial Contract Price
- (52.1) The Performance Security shall be **5 %** of the Initial Contract Price.
- (60.1) The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is **25% of Initial Contract Price**.

SECTION - 6
SPECIFICATIONS

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6.1 Scope of Supply by CPSTL

- 6.1.1 Spares (specified) for the overhauling of Buoy will be provided by CPSTL.
- 6.1.2 All the necessary technical detail required for the work will be provided by CPSTL.
- 6.1.3 CPSTL's representative/s will assist for the overhauling work.
- 6.1.4 Third party Ship Surveyor will be appointed to inspect the work.
- 6.1.5 Technical Specifications with dry docking plan is attached and general specifications of the buoy is as follows. (refer attachment -1)
 - Diameter: 8.5m
 - Total Height: 4m (hull)
 - Weight: 130MT

6.2 Contractor's Scope of Supply

Contractor shall supply all the equipment, materials (hull plates, pipes, canvas covers, additional nut and bolts where necessary other than provided, etc.), consumables and other requisites for the overhauling work as follows.

- 6.2.1 Supply of facility for dry docking of Buoy and all equipment such as welding machines, metal cutting equipment, air compressors, cranes, and cutting equipment, material transportation vehicles, rigging equipment, jacks, scaffolding materials, planks, corrugated metal sheets, fire blankets and tools and other equipment that are necessary to complete the work successfully.
 - Special Tools required,
 - i. Hydraulic Torque Wrench & Ratchet for hexagon nuts (1 ¼" to 2" bolt & nut) - Torque Range up to 6200Nm.
 - ii. Manual Torque Wrench with hexagonal sockets ½" to 1 1/8". Torque Range 10 to 1000 Nm.
 - iii. Dynamometer 5Tons.
 - iv. Air driven water pump for leak test. Maximum pressure 30 bar with suction hose size to fit ½" NPT vent.
- 6.2.2 Supply of all inspection instruments and gauges to perform necessary inspection and testing.
- 6.2.3 Supply of all consumables such as welding electrodes, gas for cutting, grinding discs, temporary erection material, and all other consumables necessary for the proper execution of the job.
- 6.2.4 Required paint and solvent agent for painting of entire Buoy. Relevant data sheets for paint system shall be submitted to CPSTL for prior approval.
- 6.2.5 All direct requirements of field equipment such as fuel, lubrication oil etc. the contractor intends to mobilize at site.
- 6.2.6 Shall submit a bar chart for the total project clearly indicating the various phases of the contract, breakdown of manpower and equipment and organization chart allocated for this contract.

- 6.2.7 Quality assurance records shall be maintained by the contractor and these records shall be given to Engineer/surveyor upon completion of each job.
- 6.2.8 The Contractor shall submit the performance security and insurance covers as per Contract Data in Section – 6.
- 6.2.8 Shall provide facilities including place/room near the Dry dock site for CPSTL site engineers.
- 6.2.10 Construction Utilities
- i. Contractor's power distribution board should consist of adequate over current and earth leakage protective devices for safety of men and machinery.
 - ii. It is the responsibility of the contractor to maintain his switch gear and cable network in good condition, so as to provide, complete safety to men and machinery.
 - iii. The whole electrical installation of the contractor should conform to IEE wiring regulations (16th Edition) published by the Institution of Electrical Engineers (I.E.E), London.

6.3 Contractor's Scope of Work and Specifications

- 6.3.1 Contractor shall do the overhauling work as per work descriptions given below and as per the work identified at the pre bid site visit.

Description of Services Required

01. Transportation of buoy from and to Colombo harbour to dry docking yard
02. Docking & undocking of the Buoy /providing services in the dock including electricity, water, security, fire watchman etc.
03. Clearing of Buoy including the removing of all marine growth
04. Grit blasting up to the parent metal (LEVEL Sa 2.5)/Hydro blasting as appropriate.
05. Painting of entire Buoy including hull, turn table, piping system, anti fouling structure, etc. (including power tooling if needed).original Paint Scheme will be provided by CPSTL and including marking draft marks. (Paints will be provided by CPSTL according to the paint scheme).
06. Servicing of one No. of chain tensioning winch &
 - I. Supply of one No. cable having length of 150ft & diameter 1" x 6 x 371WRC EIPS right regular lay, SWL 10MT, safety factor 3 for the winches.
 - II. Also preparing and supply of one no suitable canvas covers for the winch to protect from rain and sea breeze.
07. Service of product distribution unit of SPM (PDU),
 - I. The PDU has to be removed from the BUOY.
 - II. Replacing product seals and the mounting bolts (spares will be provided by the CPSTL).
 - III. PDU has to be mounted after completion of the BUOY hull repair.

IV. Conducting pressure test (including rotation test).

Note: Please note that this not a full overhauling of PDU, only top seals will be replaced.

08. Conducting of system pressure test for PDU.
09. Repair of piping system including repair/replace, expansion joint, valves, flanges, spool pieces, nut and bolts, etc.
10. Removing and re-fixing of fenders of Mooring Arm and repairing/ replacing of fender brackets and repairing boat landing Ladder.
11. Repairing of 05 Nos. water tight manholes including covers and 02 Nos. of hatch covers on the deck & hatch opening door at the central chamber and leak test for 05 Nos. manhole covers and 03 access hatch doors.
12. Replacing of CPSTL provided battery box and providing padlock locking arrangement for battery box.
13. Service of tool box and providing padlock locking arrangement for tool box.
14. Also preparing a suitable canvas cover for the battery box and to the tool box to protect from rain and sea breeze.
15. Service of replace trolley hoist Rail beam
16. Service of anchor chain hawse access including replacement /repair of access covers.
17. Replacement of 36 Nos. of anodes and repairing of bracket (New anodes will be supplied by the CPSTL).
18. Service and re-fixing of 02 Nos. of butterfly valve.
19. Replacing the mooring beam anchor connecting pin & bush(spares will be supplied by the CPSTL)
20. Repairing of 06 Nos. of Anchor hawser pipes
21. Repair of Sounding pipes
22. Repair of the anti-fouling structure and providing of suitable canvas roof on anti-fouling structure.
23. Replacing Navigation aids and solar array and service of Electrical wiring.
24. Thickness gauging of the plates of hull and deck structure where necessary
25. Replacement of plates where thickness are low as recommended by manufacturer and third party inspector.(plates to be provided by Yard)
26. Repairing of mooring fairlead and small boat mooring cleat
27. Any other noticed at the pre bid inspection
28. Any additional work is required by surveyor or CPSTL engineer

3. TECHNICAL SPECIFICATIONS & CONDITIONS

- 3.1 A written warranty to be given by the successful bidder for a period of minimum one year for the workman ship of buoy repair after the repair.

- 3.2 A full system hydro test to be carried out by the contractor at 15 bars pressure
- 6.3.2 Contractor shall return the Old spares removed from Buoy and new excess spares to CPSTL. Also all scrap steel removed from the buoy shall be returned to CPSTL.
- 6.3.3 Contractor shall carry out the safe dry docking of the buoy following Docking plan provided by attached as annexure in the bid document. Contact Engineer CPSTL If any other information required for this work.
- 6.3.4 Contractor shall do the surface preparation and painting as per the specification attached in annex - 2 of bidding Document.
- 6.3.5 Contractor shall, with due care and diligence, execute the work in compliance with all listed and applicable codes, standards and practices ,inclusive of ,all materials ,equipment, machinery, appliances or other things of whatsoever nature required in or about the execution of the work, whether of a temporary or permanent nature.
- 6.3.6 The critical welds decide by the CPSTL Engineer to be radio graphed and the films to be produced to CPSTL for approval.
- 6.3.7 All working areas shall be bounded by warning tapes for preventing personnel injuries.
- 6.3.8 Any damage to the existing utilities and product transfer pipelines during the overhauling work, to be repaired by the contractor at his own cost as accepted by CPSTL.
- 6.3.9 Welding shall be carried out as per API /ASME Standards
- 6.3.10 6G qualified welders shall be deployed for pipe welding and their certificates shall be forwarded to CPSTL before welding.
- 6.3.11 All the welded joints shall be inspected by their own inspectors and approval from CPSTL shall be obtained before installation.

6.4 CONTRACTOR'S RESPONSIBILITY

- 6.4.1 Acceptance and approval of the CONTRACTOR's methods, equipment and materials shall be obtained from in advance and no way relieve the CONTRACTOR of his sole responsibility for the safe, efficient and satisfactory performance of the work as specified here into the satisfaction of CPSTL.
- 6.4.2 The CONTRACTOR shall take all necessary precautions to prevent any damage to any part of Buoy.
- 6.4.3 The CONTRACTOR shall examine all surrounding environment of the site and it shall be the CONTRACTOR's responsibility to select suitable measures to cope with the effects of the environmental conditions prevailing at the site. The CONTRACTOR shall propose and use suitable equipment and methods for the

- works and conditions encountered.
- 6.4.4 The CONTRACTOR shall be responsible for the accuracy of all positioning work associated with the works specified here into the satisfaction of CPSTL.
- 6.4.5 The CONTRACTOR shall totally responsible for the design, stability and safe working of all temporary facilities erected in connection with the works. CPSTL reserves the right, without incurring additional costs, to instruct the CONTRACTOR to modify, alter or reconstruct any part of the temporary works. The design and construction of all temporary facilities shall be the sole responsibility of the contractor.
- 6.4.6 The repair or replacement of the existing facilities as a result of the CONTRACTOR's works shall be attended by the contractor at his own cost.
- 6.4.7 The CONTRACTOR shall give full and unrestricted access to all areas of the work concerned with BUOY Repair for inspection by CPSTL.
- 6.4.8 If any inspection reveals that the work is not in accordance with this specification or other referenced specifications, then the entire repair work shall be repeated from the point where the CONTRACTOR can demonstrate compliance with this specification. Such remedial work shall be carried out at no expense to CPSTL and the entire cost shall be borne by the CONTRACTOR.
- 6.4.9 CPSTL reserves the right to use still or video photo graphs to document inspection activities at any stage of the work
- 6.4.10 The CONTRACTOR shall maintain all equipment and machinery to be used to perform the work in good condition and shall carry a sufficient stock of spares in the event of breakdown of equipment and machinery. At all times, the CONTRACTOR shall guard against injury to personnel and property
- 6.4.11 The CONTRACTOR shall ensure adequate supervision at all times. The CONTRACTOR shall employ on the works only competent and skilled personnel. CPSTL shall be entitled to object to and require CONTRACTOR to remove any person employed on work covered by the specification, who in the opinion of CPSTL is incompetent, lacks the necessary experience or skill, is negligent in performing his duties, and in such event, the CONTRACTOR shall remove such person immediately from the worksite, and such person shall not again be employed up on the works without written consent from CPSTL. The CONTRACTOR shall replace, at CONTRACTOR's sole expense, any such discharged person with a qualified and experienced person satisfactory to the CPSTL.

SECTION - 7

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BILL OF QUANTITIES

PROJECT: SUPPLY OF DRY DOCK OVERHAULING SERVICES FOR SINGLE POINT MOORING BUOY (SPBM) – S.O.12880 IN SRI LANKA (KPR/./2022)

Applicable component to be filled by the bidder

Item	Description	Unit	Qty	LKR Component		Foreign Component (Currency USD)	
				Rate	Amount	Rate	Amount
01	Transportation of buoy to dry dock yard from Colombo harbour and return to Colombo harbour after repair.						
02.	Docking & undocking of the Buoy /providing services in the dock including electricity, water, security, fire watchman etc.(Blocking plan attached Drawing-DSM 07010						
03.	Cleaning of Buoy including the removing of all marine growth. 3 m height from the bottom. Estimated Area 150 m ²						
04.	Grit blasting up to the parent metal (level SA 2.5)/Hydro blasting of the entire BUOY and accessories including Turn table, piping, flanges, valves etc. as appropriate. <ul style="list-style-type: none"> • Estimated total area of the BUOY 1250 m². • Total surface area turn table 250 m². 						
05.	Painting of entire Buoy including hull, turn table, piping system, anti fouling structure, etc (including power tooling if needed). including marking draft marks (paints will be provided by CPSTL						

	<p>according to the paint scheme).</p> <ul style="list-style-type: none"> • Surface area Orange above sea water 600 m² • Surface area below sea water 150 m² 						
	<p>Cleaning & touch-up painting of inner chambers of BUOY</p> <ul style="list-style-type: none"> • Surface area white 750 m² 						
06.	<p>i. Servicing/painting of one no. of chain tensioning winch (the spares including break liners etc. To be provided by the Contractor)</p> <p>ii. Also preparing and supply of one no suitable canvas covers for the winch to protect from rain and sea breeze. Canvas cover size approximately 2m x 1.5 m x 1.5 m</p>						
07.	<p>Service of product distribution unit of SPM (PDU),</p> <p>i. Replacing product seals and the mounting bolts (spares will be provided by the CPSTL).</p> <p>ii. The PDU has to be removed from the BUOY and has to be mounted after completion of the BUOY hull repair.</p> <p>iii. Conducting pressure test (including rotation test).</p> <p>Note: Please note that this is not a full overhauling of PDU, only top seals will be replaced.</p>						
08.	<p>Removal of turn table after disconnecting all attachments.</p> <p>Additional lifting eyes and stiffeners for removal of turn table (if necessary) to be</p>						
09.	<p>1. Dismantling all the</p>						

	<p>attachments of piping system including valves, joints, spool pieces, expansion joint etc.</p> <p>2. Replace expansion joint assembling (02 nos. Of expansion joints will be provided & the 03 nos. tensioning rod to be provide) Drawing no. 07038</p> <p>3. Re-fixing flanges, spool pieces, valves, nut and bolts, etc. After repair/service.</p> <p>4. Piping line drain socket and plug to be replace.</p>						
10.	<p>Removing and re-fixing of fenders of Mooring Arm and repairing/ replacing of fender brackets.</p> <p>Repairing boat landing Ladder. Size of landing ladder 2 m x 0.5 m tenders will be provided by CPSTL. Drawing no DSM 07008</p>						
11.	<p>Hatch doors & Manholes</p> <p>i. Modify/enlarge hatch opening in the central chamber & provide new hatch door.</p> <p>ii. Modify/enlarge no. 05 manhole opening & cover.</p> <p>iii. Renewal of 05 Nos. of manhole & covers.</p> <p>iv. Renewal 02 No. Hatch opening on the deck & hatch cover.</p> <p>Drawing No DSM 07009 for dimensions. Refer drawing for dimensions and details.</p>						
12.	<p>Replacing of CPSTL provided battery box and providing padlock locking arrangement for battery box.</p>						

13.	Service of tool box (0.6m x 0.4m x 0.4m) and Providing padlock locking arrangement for Tool box.						
14.	Preparing suitable canvas covers for the battery box and to the tool box to protect from rain and sea breeze. Size of canvas covers 0.75m x 0.5m x 0.5m						
15.	Service of a 06 Nos. anchor chain hawse access including replacement /repair of access covers. Refer drawing No DSM 07003 for details.						
16.	I. Replacement of 36 Nos. of anodes (New anodes will be supplied by the CPSTL). Refer drawing No DSM 07016 for details. II. Connectivity check of the anodes						
17.	Replacing the mooring beam anchor connecting pin & bush (spares will be supplied by the CPSTL). Refer drawing No 07012 for details.						
18.	Repairing of 06 Nos. of Anchor hawser pipes. 40 kg of well filling to be done for each pipe. Drawing No DSM 07007.						
19.	Repair of Sounding pipes (size 2"std pipe DSM 07008)						
20.	Repair of the anti-fouling structure and providing of suitable canvas roof on anti-fouling structure area of the canvas roof 3mx9m Refer Drawing No DSM 07014 for details.						
21.	Replacing Navigation aids and solar array and service of Electrical wiring. Draw No DSM 07031.						

22.	Thickness gauging of the plates of hull and deck structure where necessary (thickness of hull plates sides – 12 mm deck – 10mm material of the hull plate are LR. Number of points needed 500)						
23.	Replacement of plates where thickness are low as recommended by manufacturer and third party inspector. The expected area to be replace 2M ²						
24.	Replacing of turn table sheve block (sheve block will be supplied by CPSTL).						
25.	Life BUOYs brackets to be renewed. Drawing no. DSM 07032						
26.	Service and repair of hose guard & replacement of bolts & nuts.						
	Sub Total	a					
	Less discount, if any	b					
	Total After Discount (Total carried to form of bid)	c = a - b					
	15% VAT (If applicable)	d					
	Total amount with VAT	f = c + d					

Note: 1. Separate quotation/s may be required for any additional works if needed during the overhauling of buoy.

2. List of rates for workman ship and the material, scaffolding and wield build ups to be provided together **with the offer.**
3. For the evaluation of bids, the exchange rate used for calculating amounts to be paid in Sri Lankan Rupees if quoted in USD, is based on the selling rate of conversion determined by the Central Bank of Sri Lanka as at closing date of bids.

VAT registration no:-.....

Total amount in words: -

(Foreign component as **per c**)

Total amount in words: -

(LKR component as **per f**)

Name of Bidder : -

Address :-

.....

Date: -

Signature of Bidder :

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