



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

FOR

**SUPPLY OF THE SERVICES FOR THE THIRD PARTY INSPECTION
OF DRY DOCKING AND OVERHAULING WORK OF SINGLE
POINT MOORING BUOY (SPBM)**

INTERNATIONAL COMPETITIVE BIDDING (ICB)

CONTRACT NO. KPR/33/2020

*The Chairman
Department Procurement Committee
C/o Procurement Manager
Procurement Function
Ceylon Petroleum Storage Terminals Limited Oil Installation
01st Floor, New Building
Kolonnawa,
Wellampitiya
Sri Lanka.
TEL : +94-11-2572156
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INVITATION FOR BIDS (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LTD

**SUPPLY OF THE SERVICES FOR THE THIRD PARTY INSPECTION OF DRY DOCKING AND OVERHAULING WORK OF SINGLE POINT MOORING BUOY (SPBM-Muthurajawela)
KPR/33/2020**

The Chairman, Procurement Committee, on behalf of the Ceylon Petroleum Storage Terminals LTD (CPSTL) Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from Inspection Companies who are members of the IACS (International Association of Classification Society) to “**supply of the services for the third party inspection of dry docking and overhauling work of single point mooring buoy (SPBM-Muthurajawela)**”. The buoy Refurbishment work will be carried out in a dry dock at Sri Lanka water territory.

CPSTL has tentatively decided to carry out the above refurbishment work during period of November 2020 to January 2021.

Bidding will be conducted through International Competitive Bidding procedure.

To be eligible for contract award, the successful bidder shall meet the following requirements

- (a) Shall not have been blacklisted
- (b) Minimum Experience Required
Bidder shall be a members of the IACS (International Association of Classification Society) and
Third party inspector should have an experience in inspecting repairs/construction work related to marine /oil and gas sector

Interested parties may refer the bidding document (*only for viewing purpose*) and obtain necessary information through the websites www.cpstl.lk and the original bidding documents in English language (full set) could be obtained from the undersigned on submission of a written request, during working days between **0900 hrs. and 1400 hrs. Sri Lanka local time (GMT+5.30) up to 21.10.2020**, upon payment of a non-refundable bidding document fee of **Sri Lankan Rupees Three thousand (LKR 3,000.00) or United States Dollars (USD 20.00)** per document. Foreign bidders may directly deposit to the CPSTL bank account given below. All bank charges (Foreign & Local) shall be borne by the bidder and proof of remittance (copy of TT) is required to issue the bidding documents. 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/C Holder: Ceylon Petroleum Storage Terminals Limited, Oil Installation,
Kolonnawa, Sri Lanaka.

A/C No: 004- 1- 001- 9- 0208672

SWIFT: PSBKKLX
People's Bank,

Corporate Banking Division,
ANCL (Lake House) Building,
No. 35, D. R. Wijewardena Mw.
Colombo 10.
Sri Lanka.

Duly filled bid documents may be sent by registered post or sealed cover **to reach** the Chairman, Department Procurement Committee, 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 above address, on or before **1400 hrs. Sri Lanka local time (GMT+5.30) on 22.10.2020**. Late bids will be rejected.

Bids will be closed at 1400 hrs. Sri Lanka local time (GMT+5.30) on 22.10. 2020 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. **All bids shall be accompanied by a bid security of Sri Lankan Rupees hundred Thousand (LKR 100,000.00) or United States Dollars six hundred (USD 600.00), which shall be valid until 04.02.2020,**

Bids shall be valid up to 07.01. 2020.

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)**.

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

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
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa, Wellampitiya
Sri Lanka.**

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1. INSTRUCTION TO BIDDERS (ITB)

1.1 INTRODUCTION

The Chairman, Procurement Committee, on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka will receive sealed bids from the Inspection Companies who are members of the IACS (International Association of Classification Society) to provide the services of **“Independent third party inspection, witnessing and certification of Dry docking overhauling, “Single Point Mooring Buoy”** belonging to CPSTL (hereinafter called as Job) for which list of Services required are given in Section 3 of this Document.

CPSTL shall make the payment as per the terms of Mode of payment, Clause 2.4 of the Conditions of Contract (COC) of this bidding document.

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

Bids that do not confirm to “Invitation for Bid” will be rejected.

1.2 BIDDING DOCUMENT

Bidding document consist of the following

1. Invitation for Bids
2. Instructions to Bidders (ITB)
3. Conditions of Contract (COC)
4. Schedule of Prices - Annexure “A”
5. Form of Bid - Annexure “B”
6. Format of Bid Security - Annexure “C”
7. Format of Contract Agreement - Annexure “D”
8. Format of Performance Security - Annexure “E”
9. Basic Technical Data - Annexure “F”
10. Attachments - Annexure “G”

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

1.3 BIDDING DOCUMENT FEE & ISSUING OF BIDDING DOCUMENTS

Bidding documents could be obtained on submission of a written request on company letter head, during working days from **0900 hrs.to 1400 hrs. till 21.10.2020**, upon payment of a non-refundable bidding document fee of **Three Thousand Sri Lankan Rupees (LKR 3,000.00 or USD 20)** per set to the Cashier, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

1.4 DOCUMENTS AND DETAILS TO ACCOMPANY BID

The bid shall contain adequate particulars in respect of the service offered. The bidder must furnish all the required documents/details given below for evaluation purposes and failure to furnish the required documents and details along with the bid will result in the bid being rejected.

1. Detailed profile of the company of the bidder along with a valid copy of Certificate of Business Registration issued by the Registrar of Companies in Sri Lanka (applicable for local bidders)
2. Valid certificate “**FORM PCA 03**” issued by Registrar of Public Contract in terms of the Public Contract Act No. 3 of 1987. (if applicable)
3. Detailed profile of the company together with the copy of the company registration certificate issued by the respective authority of the country. (if applicable for foreign bidders)
4. Dully completed & signed **Schedule of Prices** as per ITB clause 1.13 – Format: Annexure “A”.
5. Dully completed & signed **Scope of Work** as per Section 3 –
6. Duly completed & signed **Form of Bid** as per Annexure “B”.
7. **Bank draft or a bank guarantee (as the bid security)** as stated in clause 1.12.
8. Signature Authorization – Authorization letter from the company (Bidder) authorizing the signatory for signing the bid on behalf of the company (To be authorized on the company letter head).
9. All other details and documentary requirements as requested under this tender.
10. Copy of receipt of the non-refundable bidding document fee of **Three Thousand Sri Lankan Rupees (LKR 3,000.00 or USD 20)**.
11. Documents to prove that the bidder is a member of the IACS (International Association of Classification Society)

12. CV's of Inspector/s intended to be employed for this inspection work, CV must be accurate, complete within 6 pages, and signed by an authorized official of the bidder. **CV holder/s shall not deal with any other bidder/s.**
13. Previous experience in performing similar services with the project details including key staff.

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

1.5 SEALING, MARKING & SUBMISSION OF BID

Bidder shall quote his/her prices in the annexed "Schedule of Prices" and forward same in duplicate. The original & duplicate copy of the bid shall be placed in separate envelopes marked "**ORIGINAL**" & "**DUPLICATE**". Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "bid for supply of the services for the third party inspection of dry docking and overhauling work of single point mooring buoy (SPBM-Muthurajawela) **KPR/33/2020 CLOSING DATE: 22.10.2020**" on the top left-hand corner, and addressed to The Chairman, Procurement Committee, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka or bidder could deposit his/her bid in the tender box kept at the above address.

If the outer envelope is not sealed and marked as required above, CPSTL will assume no responsibility for the bid's being misplaced or premature opening.

A local firm acting as authorized agent for more than one principal or agent, should get each of his/her principal's authority to represent on their behalf and bid on separate sets of bidding documents purchased from CPSTL for such purpose with separate bid securities.

Bid submissions through emails are not entertained. However, only the clarifications, data sheets & product literature/catalogues can be made through email address procure@cpstl.lk.

Bidder should declare that he/she had read the conditions and that he/she makes the bid in compliance with, and subject to all the conditions thereof, and agree to execute the contract/perform the services in accordance with the said conditions in the manner therein set out, and in terms of this bid. The **Form of bid, Annexure "B"** is attached.

1.6 FORMAT & SIGNING OF BID

The bidder shall prepare an original and a duplicate of the bid specified above, clearly marking as, **bid for supply of the services for the third party inspection of dry docking and**

overhauling work of single point mooring buoy (SPBM-Muthurajawela)–KPR/33/2020”– CLOSING DATE: 22.10.2020”, original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.

Bidder shall incorporate a Signature Authorization letter along with his/her bid, which is authorizing a person/s to represent the company in submitting the bid, and if successful, to sign the respective agreement/contract with CPSTL. The letter shall be signed by the Management of the company and the person/s who signs the bid on behalf of the company and shall be affixed by the common seal of the company. This letter shall be produced on the company letter head.

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

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

1.7 AMENDMENTS/ CLARIFICATION OF BIDDING DOCUMENT

The Chairman, Procurement Committee reserves the right to issue amendments to the bidding document if and when deemed necessary up to one (01) week prior to the deadline for submission of bids.

A prospective bidder requiring any clarification regarding the provisions or terminology of the bidding document or having any objection/complaint, shall notify CPSTL, in writing by hand or by post or by e-mail to the addresses which are indicated in ITB clause 1.5, not later than two (02) weeks prior to the deadline for submission of bids.

CPSTL shall respond to any such clarifications, objections or complaints to all prospective bidders who have collected bidding documents, including description of the inquiry but without identifying its source, within one (01) week prior to the closing of the tender.

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

All correspondence shall be addressed to the mailing address or e-mail address which are indicated in ITB clause 1.5 and shall not be personally addressed to any officer. Such correspondence shall not be entertained and shall be considered as a disqualification.

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

1.8 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

The bidder may modify, substitute or withdraw his/her bid after submission, provided that written notice of the modification, substitution or withdrawal is received by CPSTL, prior to the dead line prescribed for bid submission.

The bidder's modification or substitution shall be prepared, sealed, marked and despatched as follows:

The bidder shall provide an original and a duplicate, as specified in the ITB clause 1.5, of any modification or substitution to his/her bid, clearly identified as such in two envelopes, duly marked "ORIGINAL" & "DUPLICATE". The envelopes shall be sealed in an outer envelope, duly marked "**bid for supply of the services for the third party inspection of dry docking and overhauling work of single point mooring buoy (SPBM-Muthurajawela) KPR/33/2020**"–**CLOSING DATE: 22.10.2020**".

A bidder wishing to withdraw his/her bid shall notify CPSTL in writing by post or by hand at the address which is indicated in ITB clause 1.5, prior the deadline for submission of bids. The notice of withdrawal shall bearing the bid name and the words "**BID WITHDRAWAL NOTICE**".

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

1.9 CLOSING & OPENING OF BIDS

Bid enclosed, sealed, marked & addressed as aforesaid shall be sent under registered cover or sealed cover **to reach** the Chairman, Procurement Committee, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka **not later than 1400 hrs. on 22.10.2020** or could deposit in the tender box kept at the above address.

Bids will be closed **at 1400 hours on 22.10.2020** and opening immediately thereafter at the Procurement Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Procurement Function, 01st Floor, New Building, Kolonnawa, Wellampitiya, Sri Lanka.

The Chairman, Procurement Committee or his nominated representative will open the bids, in the presence of the authorized representatives of the bidders, who choose to attend at the time, on the date and at the opening place specified above. Authorized representatives of the bidders so attending shall sign a register as proof of their attendance. The officer who opens the bids will read out the bidder's names, bid prices, and the presence or absence of the requisite bid security and other such details at the opening. Technical data, specifications or similar particulars will not be divulged.

Chairman, Procurement Committee may, at his discretion, extend this deadline for submission of bids, by amending the bidding document, in which case all rights and obligations of Procurement Committee and the bidders will thereafter be subjected to the deadline as extended.

Any bid received by the Chairman, Procurement Committee, after the deadline for submission of bids, will not be considered and returned unopened to the bidder.

1.10 PRE BID MEETING

All bidder or their duly authorized representative shall present themselves at the "Pre-Bid meeting, to be held on 24.09.2020 @ 1000hrs at the CPSTL Ceylon Petroleum Storage Terminals Limited, DGM(Operations) office, Kolonnawa, Wellampitiya, Sri Lanka.

1.11 MINIMUM VALIDITY PERIOD OF BID

The bid should be valid **until 07.01.2021**. Bidder should however, clearly indicate the maximum period that his/her bid would be valid. A bid valid for a shorter period shall be rejected by the Procurement Committee as non-responsive.

In exceptional circumstance, prior to expiry of the period of validity of the bid, the Procurement Committee may request from the bidder to extend the period of validity for a specified additional period.

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

On acceptance of the bid, prior to expiry of the period of validity of the bid, the validity period should be extended for purposes of placing the official purchase order and other required documentation.

Bids that do not comply with the above requirements will be rejected.

1.12 BID SECURITY

Each bid shall be accompanied by a bid security, undertaking that the bid will be held valid for the specified period, and that the bid will not be withdrawn during that period.

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

Each bid shall be accompanied by a bid security, undertaking that the bid will be held valid for the specified period, and that the bid will not be withdrawn during that period. Such security shall be in the form of a bank draft or a bank guarantee issued by, a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka or a bank based in another country but the guarantee “confirmed” by a commercial bank in Sri Lanka approved by Central Bank of Sri Lanka and payable to CPSTL on demand, for a minimum sum of One Hundred Thousand Sri Lankan Rupees (LKR100,000 /-) or USD 600.

The bid security shall be valid until 04.02.2021. The format of bid security guarantee (in case of a bank guarantee) is attached, Annexure “C”.

In exceptional circumstance, prior to expiry of the period of validity of the bid security, the Procurement Committee may request from the bidder to extend the period of validity of the bid security for a specified additional period. Also on acceptance of the bid, prior to expiry of the period of validity of the bid security, the validity period should be extended for purposes of placing the official purchase order and other required documentation.

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

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

1.13 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION

Bidder shall produce a valid copy of the certificate of incorporation/business registration issued by the respective authority together with the bid.

any of the following party who wishes to submit a bid, shall register himself at the department of registrar of companies www.eroc.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, "Samagam Medura", no. 400, D R Wijewardena Mawatha, 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)

1.14 SCHEDULE OF PRICES

Schedule of prices shall be in the form of the ANNEXURE “A” given in the bidding document and the bidder is required to duly sign and return the same.

Bids not submitted on the prescribed form and in the manner required are liable for rejection.

1.15 PRELIMINARY EXAMINATION OF BIDS

The Technical evaluation committee (TEC) on behalf of the procurement committee will examine the bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the bids are generally in order. The procurement committee may, at its discretion call clarifications from bidders.

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

Bidder shall promptly response to any query raised by the procurement committee by fax/ email on the bid made by him/her at the evaluation stage of bids. Failure to response for these queries will be subject to rejection of bid.

1.16 CORRECTION OF ERRORS

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

- a) Where the discrepancy is between the amount in figure and the amount in words, the amount in words will prevail.
- b) where the discrepancy is between unit rate and the line total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procurement committee/TEC there is an obvious gross misplacement of the decimal point in the rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- c) Where the adjusted price is lower than the bid price, the adjusted figure will be treated as bid price. If the adjusted price is higher than the bid price, the original bid figure will be considered.

- d) The amount stated in the form of bid adjusted in accordance with the above procedure with the concurrence of the bidder shall be considered as binding upon the bid. If the bidder does not agree for such adjustment, his/her bid shall be rejected without affecting the bid security.

1.17 EVALUATION OF BIDS

The TEC will carry out a detailed evaluation of the bids to determine whether the technical aspects are properly addressed, and the bids are substantially responsive. Substantially responsive bid is one, which conforms to the terms & conditions and specifications of the bidding document. Incomplete bids will be rejected.

To facilitate evaluation & comparison of bids, all prices quoted in foreign currency will be converted to Sri Lankan Rupees at the selling exchange rate of the central bank of Sri Lanka, prevailing on the date of opening of the bids.

TEC, with the approval of the chairman, procurement committee, may seek clarification or additional information from any bidder in regard to specifications except for prices. In the absence of any response from the bidder, within the specified period, the procurement committee reserves the right to make its own decision.

Only the bids determined to be substantially responsive will be evaluated and compared. Award will be made to the substantially responsive, lowest evaluated bid.

1.18 POWER TO ACCEPT OR REJECT BIDS

The procurement committee will not be bound to make the award to the bidder submitting the lowest bid.

The procurement committee reserves the right to reject any or all bids, or any part thereof without assessing any reasons.

1.19 AWARDING CRITERIA

Subject to ITB clauses 1.17, CPSTL shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive, lowest evaluated bid, provided that the bidder is determined to be qualified to perform the contract satisfactorily.

1.20 NOTICE OF ACCEPTANCE

Acceptance of the bid will be communicated by fax/e-mail and confirmed in writing by registered post to the successful bidder to the address given by him/her, soon after the receipt of the procurement committee decision. any change of the mailing address of the bidder should be promptly notified to the manager (procurement), procurement function, 01st floor, new building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

02. CONDITIONS OF CONTRACT (COC)

2.1 PERFORMANCE SECURITY

The successful bidder, on being notified by CPSTL of the acceptance of his/her bid, shall furnish at his/her own expense a performance security, in the form of bank draft or bank guarantee, within fourteen (14) days of such notification, which is issued by, reputed commercial bank operating in Sri Lanka (from the bank as stated in clause 1.12) and payable to CPSTL on demand, in a sum **equivalent to 10% of the total contract value of the accepted bid**. In case of a bank guarantee, the performance security shall be furnished without a substantial departure to the format given in Annexure “D”.

If the successful bidder fails to furnish the performance security as aforesaid, his/her name shall be placed in the list of defaulting service provider. CPSTL, shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such bid, at the risk & expense of the bidder.

The successful bidder, in the event of his/her failure to furnish the performance security as required, shall be liable for any losses, costs, expenses & damages, which CPSTL may sustain in consequence of such failure and the bid security, shall be forfeited.

The performance security shall be in favour of CPSTL and **shall be valid for a period not less than One Hundred and eighty (180) days from the date of awarding of the bid**. In exceptional circumstances, prior to expiry of the period of validity of the performance security, CPSTL may request to extend the period of validity for a specified additional period, in order to meet the work schedule.

2.2 CONTRACT AGREEMENT

The successful bidder (Third party inspector) would be called upon to enter into an agreement with CPSTL after successful award. A specimen of Contract Agreement as per Annexure “E”.

2.3 AVAILABILITY OF INSPECTORS

The selected bidder should provide qualified and experience inspectors fulltime at site during the repairs are in progress.

Also he should have an experience in inspecting repairs/construction work related to marine /oil and gas sector.

CVS of Inspectors intended to be employed for the inspection work to be accompanied with the bid.

2.4 MODE OF PAYMENT

20% of the contract value will be paid at the commencement of the inspection work on an advance bank guarantee acceptable to CPSTL. The balance payment of 80% will be made only after the satisfactory completion of the job by the selected party (Third party inspector) and on issuing a report and certificate mentioned in sub clause 3.4.6 under the section 3 by the third party inspector after the completion of work at the yard.

The payment will be done based on attendance certified by the site engineer of CPSTL.

2.5 DEFAULTS BY SUCCESSFUL BIDDER

If for any reason, in the opinion of CPSTL, the successful bidder becomes incapable or unable to supply the service offered in his/her bid, CPSTL shall have the right to obtain service from other sources without being liable in any manner whatsoever, to the successful bidder.

If the successful bidder, defaults in the supply of service or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the supply the service according to the specifications, he/she shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach.

2.6 SERVICE PROVIDER'S STANDARD CONDITIONS OF SERVICE

Service provider's standard conditions of service, usually printed on the reverse side of the Pro Forma invoice or in a separate format will not be accepted. The terms & conditions of this tender of CPSTL will prevail.

2.7 FORCE MAJEURE

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

2.8 GOVERNING LAW & JURISDICTION

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.

2.9 CONTRACT NOT TO BE SUBLET

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

2.10 FURTHER INFORMATION

Any other information or clarification required could be obtained from the Procurement Manager, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka on any working day, between 0900hrs and 1600 hrs before the closing date of bid.

Telephone : +94-11-5750764/ +94-11-572156

Facsimile : +94-11-2572155

Email : procure@cpstl.lk

The Chairman
Procurement Committee
Ceylon Petroleum Storage Terminals Limited
Oil Installation
Procurement Function
01st Floor, New Building
Kolonnawa
Wellampitiya
Sri Lanka.

...” 2020

SECTION - 3

SCOPE OF WORKS

3.1 Scope of Supply by CPSTL

- 3.1.2 All the necessary detailed technical detail/specifications for the buoy and the work will be provided by CPSTL.
- 3.1.3 Time Schedule of work will be provided well in advance for the preparation.
- 3.1.4 Necessary approval to enter the site will be provided
- 3.1.5 Basic Technical Specifications of the buoy is attached in the bidding document.

3.2 Contractor's Scope of Work and Specifications

Contractor shall deploy an experienced inspector for **inspection, witnessing and certification of Dry docking overhauling, of "Single Point Mooring Buoy(SPBM)"** and to provide necessary advice on the work related to the overhauling work not limited to the work listed below when and where necessary and submit reports to the CPSTL.

Description of Services required on the following work scheduled to carry out during the overhauling of SPBM

01. Inspection of Docking & Undocking of the Buoy
02. Inspection of Clearing of Buoy including the removing of all marine growth
03. Grit blasting up to the parent metal (LEVEL Sa 2.5)
04. Inspection of Painting of the Buoy (including power tooling if needed). Original Paint Scheme will be provided by CPSTL.
05. Inspection of Servicing of two Nos. of chain tensioning winch Inspection of Refurbishment of the entire Multi product distribution unit of SPM (MPDU) (spares will be provided by the CPSTL) & witness the conducting of pressure test of MPDU and rotation test of the buoy.
06. Inspection of Removing and re-fixing of fenders of Mooring Arm and repairing/replacing of fender brackets and repairing boat landing Ladder.
07. Inspection of Repairing of 06 Nos. water tight hatch doors and covers on the deck & leak test(04Nos hatch covers and 02 access hatch doors)
08. Inspection of Replacing of battery box and providing padlock locking arrangement for battery box.
09. Inspection of Service/repair of tool box and providing padlock locking arrangement for battery box.
10. Inspection of Service/repair or replace trolley hoist Rail beam
11. Inspection of Service/repair of anchor chain hawse access including replacement /repair of access covers.
12. Inspection of In expansion joint assembly following jobs to be carried out (as shown in DRW, DPM 27001, DPM 21004,DPM 21005)

- Replacing 02nos expansion joints (Spares will be provided by CPSTL)
 - Replacing of rods (Spares will be will be provided by CPSTL)
 - Repair & replacement work on the other parts of assembly.
13. Inspection of Replacement of 36 Nos. of anodes and repairing of bracket (New anodes will be supplied by the CPSTL).
 14. Inspection of Replacement of 04 Nos. of butterfly valve.
 15. Inspection of Replacing the mooring beam anchor connecting pin & bush(spares will be supplied by the CPSTL)
 16. Inspection of Repairing of 06 Nos. of Anchor hawser pipes
 17. Inspection of Repair of Sounding pipes
 18. Inspection of Repair of the anti-fouling structure and providing of suitable canvas roof on anti-fouling structure.
 19. Inspection of Replacing Navigation aids and solar array and service of Electrical wiring and fog horn.
 20. Inspection of Thickness gauging of the plates of hull and deck structure where necessary
 21. Inspection and recommending of Replacement of plates where thickness are low
 22. Inspection of Repairing of mooring fairlead and small boat mooring cleat
 23. Recommending carrying out any other work which affect to the integrity of the buoy.
 24. Witness and certifying of all testing work related to the buoy repair work.
 25. Inspection of mooring and confirming all chain angles after fixing the buoy to its original location

3.3 TECHNICAL SPECIFICATIONS & OTHER CONDITIONS

3.3.1 Location and details of SPBM

- a. Location : N-6⁰ 58. 7', E-79⁰ 46 .6' at Muthurajawela
- b. Depth of location : 18M max.
- c. Basic Dimensions of the buoy

Diameter: 8.5M

Total Height: 4M(hull)

Weight: 130MT

d. Detailed drawing of the buoy is attached in the bid document and further details could be obtained from O.M. (Offshore Operation)(see attachmet-Anexture-G)

3.3.2 Repairs to the SPBM will be done at a Dry Dock in the Sri Lanka water territory.

3.3.3 Tentative job is schedule is to be performed between November 20th 2020 to January 7, 2021, as per the schedule at present.

3.3.4 The actual date which SPBM could be released for repairs will be informed to the selected bidders with a sufficient period to arrange their inspectors.

- 3.3.5 The expected period for repairs at dry dock will be 21days (approximately) from the date buoy is released for unmooring.
- 3.3.6 All passes to the vehicles and personnel employed for inspection work will be arranged by CPC co-ordination with the Sri Lanka Port Authority.
- 3.3.7 Complete report for the inspection done by the inspector should be submitted CPSTL before the final payment is settled
- 3.3.8 All critical welds decide by the CPSTL Engineer to be radio graphed by the contractor and there films to be produced to the inspector for their review and comments.
- 3.3.9The successful inspector should be ready to inspect the work during the 24 hours of the day until the work is completed.

3.4 CONTACTOR’S RESPONSIBILITY

- 3.4.1 The Third party inspector shall inspect and propose to take all necessary precautions to prevent any damage to any part of Buoy.
- 3.4.2 The Third party inspector shall inspect and propose to use suitable equipment and methods for the works and conditions encountered
- 3.4.3 The Third party inspector shall inspect and propose for the accuracy of all positioning work associated with the works specified here into the satisfaction of CPSTL.
- 3.4.4The Third party inspector shall inspect and propose to carry out any work other than the specified in the work list given in the bid document in sub clause 3.2 under the section 3 if it is necessary to maintain the integrity of the buoy.
- 3.4.5 The Third party inspector shall stop any work at site which can be harmful to the buoy or the employees and inform to the relevant parties.(CPSTL or yard supervisor.)
- 3.4.6 The Third party inspector shall provide a ***comprehensive report of all the work done and issue a certificate for all the work done as per the standard specified by the buoy manufacturer.***

Having familiarized ourselves with the Scope of Works of the tender for the Services for the Third Party Inspection of Dry Docking and Overhauling Work of Single Point Mooring Buoy (SPBM) – Tender RefNo: KPR/33/2020

I/we oblige to complete the whole of said contract/services in conformity with the said document.

Signature of the Bidder:

Date:.....

(Company Seal)

SCHEDULE OF PRICES

Item Description	Local Cost in LKR		Foreign Cost in (Currency.....)	
	Hourly Rate	Total cost for 168 Hours	Hourly Rate	Total cost for 168 Hours
Cost of remuneration for certified inspector				
Cost of Valid Certificate and Final Report				
Total cost of Project				
8% VAT, if applicable				
Total cost of Project with VAT				

Please use applicable fields only

EXTRA HOURS - OPTIONAL

Item Description	Hourly Rate in LKR (Without VAT)	Hourly Rate in Currency (Without VAT)
Additional Charges for certified inspector after 4.30pm		

Note:

1. Estimated duration for buoy repair at dry dock is **21days or 168 Hrs**
2. Payment will be done on actual working days of inspection carried out based on attendance.
3. In case of extra work required, payment for extra hours will be done after 4.30pm.
4. The above price will include the providing a report and the certificate as specified the section.

Details of the Principal/Beneficiary

Name of the Bidder/Principal :.....

Name of the Beneficiary (if applicable):.....

Address :.....

.....

.....

Telephone :.....

Facsimile :.....

E-mail :.....

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

Signature of the Bidder:

Date:.....

(Company Seal)

FORM OF BID

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

Dear Sir,

SUPPLY OF THE SERVICES FOR THE THIRD PARTY INSPECTION OF DRYDOCKING AND OVERHAULING WORK OF SINGLE POINT MOORING BUOY (SPBM)

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders, Conditions of Contract and Scope of Work of the tender for the Services for the Third Party Inspection of Dry Docking and Overhauling Work of Single Point Mooring Buoy (SPBM)– Tender Ref No: **KPR/33/2020** referred to therein, I/we offer to complete the whole of said contract/services in conformity with the said document.
- A-2** Unless & until a formal agreement is engrossed & executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- A-3** I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- A-4** The bid I/we am/are offering is complete and fulfills the technical requirements discussed in the bidding document.
- A-5** I/We agree to abide by this bid **minimum until 07.01.2020**. Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6** I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- A-7** I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance bond (in case of a bank guarantee) contained in Annexure “E” and confirm our compliance with the said performance security in the event of award of bid.
- A-8** I/We affirm that the said service will be provided to CPSTL **within twenty (21) days** period from the date issue of the Purchase Order (**Estimated TPI completion is 21 days same date of Dry docking**).
- A-9** If our bid is accepted, we commit to accept the COC clause 2.4; Mode of payment.
- A-10** I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Department Procurement Committee, Ceylon Petroleum Storage Terminals Limited.

Cont....

A-11 I/We offer the total price of Sri Lankan Rupees.....(In figure LKR) and/or Foreign currency (In figure)for the Supply, Installation and Maintenance of Supply of the Services for the Third Party Inspection of Dry Docking and Overhauling Work of Single Point Mooring Buoy (SPBM) as detailed out in this bidding document and details of the total price is as given in the Schedule of Prices –Schedule.

Dated this day of2020*[insert date of signing]*.

Name :..... *[insert complete name of the person signing the Form of Bid]*

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

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

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

Address :
.....
.....
(Common Company Seal)

Witnesses:

1. Signature: **2. Signature:**

Name: Name:.....

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

FORMAT OF BID SECURITY (UNCONDITIONAL)

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

.....

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

Beneficiary: ***Ceylon Petroleum Storage Terminals Limited***

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

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

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

We have been informed that*[insert (by issuing agency) the name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called “the Bidder”) has submitted to you its bid dated*[insert (by issuing agency) date]* (hereinafter called “the Bid”) for the SUPPLY OF THE SERVICES FOR THE THIRD PARTY INSPECTION OF DRY DOCKING AND OVERHAULING WORK OF SINGLE POINT MOORING BUOY (SPBM-MUTHURAJAWELA) under Tender Reference No: KPR/33/2020 (“the Tender”).

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

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

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

This Guarantee shall expire:

- (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to*[insert (by issuing agency)]*

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

.....

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

.....

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

Seal (where applicable)

CONTRACT AGREEMENT

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND M/s. -----FOR THE SUPPLY OF THE SERVICES FOR THE THIRD PARTY INSPECTION OF DRY DOCKING AND OVERHAULING WORK OF SINGLE POINT MOORING BUOY (SPBM-MUTHURAJAWELA - TENDER REF NO: KPR/33/2020

This contract agreement is made and entered into this ----- between the Ceylon Petroleum Storage Terminals Limited incorporated under the provisions of the conversion of public corporation or Government owned business undertaking into public companies Act No. 23 of 1987 and Companies Act No.07 of 2007, having its registered office at Oil Installation, Kolonnawa, Sri Lanka (*hereinafter called and referred to as the “CPSTL” which terms of expression as herein used shall where this context so requires and admits mean & include the said Ceylon Petroleum Storage Terminals Limited & its successors & assigns*) as one part and M/s ----- (*hereinafter called the “Service Provider” which terms of expression as herein used shall where this context so requires and admits mean & include the said M/s ----- & its successors & assigns*) as the other part.

WHEREAS CPSTL invited bids for **SUPPLY OF THE SERVICES FOR THE THIRD PARTY INSPECTION OF DRY DOCKING AND OVERHAULING WORK OF SINGLE POINT MOORING BUOY (SPBM-MUTHURAJAWELA)** under the **Tender Ref No: KPR/33/2020** (*hereinafter called and referred to as “the Contract”*) and has accepted a bid by the Service Provider for the supply of such Contract in the total sum of **Rs.....+ VAT (Rs.....)** (*hereinafter called and referred to as “the Total Premium”*), 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 referred to.
2. The following documents shall constitute the Contract between the CPSTL and the Service Provider , and each shall be read and construed as an integral part of the Contract:
 - i. This Contract agreement
 - ii. Contract Data
 - iii. Conditions of Contract
 - iv. Insurance Requirements (including Schedule of Requirements and Insurance Coverage)
 - v. The Service Provider’s Bid and original Price Schedules
 - vi. The CPSTL’s Notification of Award
 - vii. Clarification and responses of bid
 - viii. Negotiation memo (if any)

Cont...

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the CPSTL to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the CPSTL to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The CPSTL hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Total Premium as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Service Provider For and on behalf of CPSTL

.....

Authorized Signature of the Service Provider

(COMMON SEAL)

.....

Authorized Signature of CPSTL

(COMMON SEAL)

FORMAT OF PERFORMANCE SECURITY (UNCONDITIONAL)

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

.....

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

Beneficiary: *Ceylon Petroleum Storage Terminals Limited*

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

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

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

We have been informed that*[insert (by issuing agency) name of the Supplier]* (hereinafter called “the Supplier”) has entered into Contract No. KPR/33/2020 dated*[insert date of bid]* with you, for the SUPPLY OF THE SERVICES FOR THE THIRD PARTY INSPECTION OF DRY DOCKING AND OVERHAULING WORK OF SINGLE POINT MOORING BUOY (SPBM-MUTHURAJAWELA) under Tender Reference No: KPR/33/2020 (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 Supplier, we *[insert (by issuing agency) the name of the issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*[insert (by issuing agency) the amount in figures]**[insert (by issuing agency) the amount in 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 theday of,2020*[Insert (by issuing agency) date, Ninety-one (91) days beyond the scheduled completion date]* and any demand for payment under it must be received by us at this office on or before that date.

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

.....

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

Seal (where applicable)