



**CEYLON PETROLEUM STORAGE
TERMINALS LIMITED**

**NATIONAL COMPETITIVE BIDDING
BIDDING DOCUMENT**

FOR

**PROCUREMENT OF SERVICE FOR SAND
BLASTING AND PAINTING OF TK-12 TANK AT
MUTHURAJAWELA TERMINAL**

TENDER REF NO: KPR/41./2022

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

TEL : +94-11-5750764
FAX : +94-11-2572155
E-Mail : procure@cpstl.lk
Date:.....

August 2022

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CEYLON PETROLEUM STORAGE TERMINALS LIMITED

PROCUREMENT OF SERVICE FOR SAND BLASTING AND PAINTING OF TK-12 TANK AT MUTHURAJAWELA TERMINAL

NATIONAL COMPETITIVE BIDDING

BIDDING DOCUMENT

VOLUME - 01

SECTION 01 :	INSTRUCTIONS TO BIDDERS
SECTION 02 :	STANDARD FORMS
SECTION 03 :	CONDITIONS OF CONTRACT

Employer:

Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.

Engineer:

Engineering Manager
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.

August 2022

SECTION 01

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

Instruction to bidders applicable to this contract is that given in Section 1 of Standard Bidding Document for Procurement of Works ICTAD Publication no. ICTAD/SBD/03 Second Edition - January 2007 publish by the Construction Industry Development Authority. (CIDA) ‘Savsiripaya’, 123, Wijerama Mawatha, Colombo 07. This publication will not be issued with bidding document and the bidder is advised to purchase it form CIDA. Instruct to Bidders shall be read in conjunction with the bidding data provide under Section 05 of the Bidding Document given in Volume 2. Which shall take precedence over the Instruction to Bidders. Instruct to Bidders will not be a part of the Contract and will cease to have effect once the Contract is signed.

SECTION 02

STANDARD FORMS (CONTRACT)

- *Form of letter of acceptance*
- *Form of agreement*
- *Form of performance security*
- *Form of advance payment security*
- *Form of retention money guarantee*

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.

The adjudicator shall be ----- *[name and address of the Adjudicator, if agreed]* / shall be appointed by the Institute for Construction Training and Development (ICTAD).

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: -----

FORM OF AGREEMENT

This AGREEMENT made the (day) (month) (year) between

..... (name and address of the employer) (hereinafter called and referred to as the “Employer”) of the one part, and

..... (name and address of the contractor) (hereinafter called and referred to as “the Contractor”), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract hereinafter referred to.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this agreement, 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 execute and complete the Works and remedy any defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this agreement to be executed 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:
[Name and Address of employer]

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 the 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

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

Beneficiary:.....[Name and Address of employer]

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](hereinafter called “the Contract”).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 the 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)

FORM OF RETENTION MONEY GUARANTEE

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

Beneficiary:
.....
[Name and Address of employer]

Date:

RETENTION MONEY 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, when the works have being taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

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 under the Contract because the Contractor has not attended to the defects in accordance with the Contract.

This guarantee shall expire, at the latest day of 20..... *(insert 28 days after the end of the Defects Liability Period)* Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....
Signature(s)

SECTION 03

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

Conditions of Contract that will be applicable for this Contract is that given in section- 3 of the Standard Bidding Document for Procurement of Works “CIDA Publication No. ICTAD/SBD/03, Second Edition, January 2007, published by the Construction Industry Development Authority (CIDA).

Conditions of Contract shall be read in conjunction with Schedule provided under Section-5 of the Bidding Document (Volume 2).

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

PROCUREMENT OF SERVICE FOR SAND BLASTING AND PAINTING OF TK-12 TANK AT MUTHURAJAWELA TERMINAL

NATIONAL COMPETITIVE BIDDING

BIDDING DOCUMENT

VOLUME - 02

	INVITATION FOR BIDS
SECTION 04 :	FORM OF BID AND QUALIFICATION INFORMATION
SECTION 05 :	SCHEDULE
SECTION 06 :	SPECIFICATIONS
SECTION 07 :	BILL OF QUANTITIES AND DAY WORK SCHEDULES
SECTION 08 :	STANDARD FORMS (BID)
	CHECK LIST FOR BIDDERS

Employer:

Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa
Wellampitiya

Engineer:

Engineering Manager ,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.
Wellampitiya

July 2022

INVITATION FOR BIDS (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

PROCUREMENT OF SERVICE FOR SAND BLASTING AND PAINTING OF TK-12 TANK AT MUTHURAJAWELA TERMINAL

CONTRACT NO: KPR/41/2022

The Chairman, Department Procurement Committee, on behalf of the **Chairman, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa** now invites sealed bids from eligible and qualified bidders for **Procurement of Service for Sand Blasting and Painting of Tk-12 Tank at Muthurajawela Terminal** as described below.

The works consists of supplying necessary materials, Sand Blast Cleaning and painting of Tank interior Bottom Plate and 1.5m height of shell plate from Bottom Plate, Water Drain off valves, Fire Water Strainers, Top Pouring Units and attachments, High pressure washing and make surface profile and painting of fixed roof welded steel vertical storage tank of capacity 10,000m³ (diameter 31 m and height 19 m).

Intended Completion Date for the whole of work shall be 42 calendar days from the site handing over date.

1. Bidding will be conducted through **National Competitive Bidding Procedure**.
2. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements
3. **Public Contract Registration**
Any person who act as an agent or sub-agent, representative or nominee for or on behalf of a bidder, shall register himself and the contract as per Public Contracts Act. No 03 of 1987 for every public contract exceeding Five million Sri Lanka Rupees (LKR5,000,000.00). A valid Certificate of Registration (FORM PCA 03) issued by the Registrar of Public Contracts of Sri Lanka in term of section 11 of the said Act shall be submitted along with the bid, only if the total value exceeding Five million Sri Lanka Rupees (LKR 5,000,000.00).
4. Qualification requirements to qualify for contract award include
(*Proofs shall be submitted along with the bid*)

a. Experience

Experience in carrying out 2 projects within last 5 years period on blast cleaning & painting large steel structures in similar capacity with two component epoxy paints.
(*attach copies of Certificate of Completion etc. and other documents such as profit-loss and income expenditure*)

- i. *statement*)

b. Schedule of Key Personnel

Supervisor - NVQ level 5 or equivalent with more than five years experience in similar works. Experience in carrying out blast cleaning & painting large steel structures in similar capacity with two component epoxy paints within the last 5 years (*proofs shall be provided*).

5. Interested bidders may obtain further information from **The Manager (Procurement), procurement Function, Ceylon Petroleum Storage Terminals Limited, 1st floor, New Administration Building, Oil Installation, Kolonnawa (Telephone 011-2572156, Fax 011-2572155)** and inspect the bidding documents at the address given below from 0900hrs to 1400hrs of working days.
6. Bidding documents could be obtained on submission of a written request on company letter head, during working days between **0900 hrs and 1400 hrs. 21.09.2022 to 05.10.2022**, upon payment of a non-refundable bidding document fee of **Rupees Two Thousand Sri Lankan Rupees (LKR 2,000.00)** per document to the Cashier, Ground Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya.
7. Bids shall be submitted on the bidding document obtainable from Procurement Function and duly filled bidding documents may be sent by post/courier under registered cover or hand delivered in a 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 or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. on 06.10. 2022**.
8. In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bidding documents in PDF format via email to tenders@cpstl.lk to reach on or before **1400 hrs. on 06.10.2022**, subject to following conditions.
 1. Submission of the bid via email is at own discretion of the bidder.
 2. The title and the closing date of the tender shall be indicated as the subject of the email.
 3. Size of an email (with attachment) shall be limited to the maximum of 20 MB. In case the size of an attachment exceeds 20 MB, the bidder is requested to split the attachments and send as separate emails (i.e. 01 of 03, 02 of 03 etc.).
 4. Do not CC/BCC to any other official/personal email IDs of CPSTL staff. Bids sent to any other email IDs are strictly not entertained.
 5. However, the original bid shall be sent to CPSTL prior to finalize the technical evaluation.
9. Bids shall be valid up to **08.12.2022** from the date of opening of bid.
10. All bids shall be accompanied by a Bid Security of **Rs. 50,000.00 (Rupees Fifty Thousand only)**. Bid Security shall be valid up to **05.01.2023** from the date of opening of the Bid and beyond any extension subsequently requested.

Chairman,
Department Procurement Committee,
C/O Manager Procurement ,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation Kolonnawa,
Wellampitiya.

Telephone: +94 11 2572156, +94 11 5750764
Fax: +94 11 2572155
Email: procure@cpstl.lk

SECTION 04

**FORM OF BID
AND
QUALIFICATION INFORMATION**

FORM OF BID

Name of Contract: **PROCUREMENT OF SERVICE FOR SAND BLASTING AND PAINTING OF TK-12 TANK AT MUTHURAJAWELA TERMINAL**

To: The Chairman,
Department Procurement Committee,
C/O Manager Procurement,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation Kolonnawa,
Wellampitiya

Gentlemen,

1. Having examined the Conditions of Contract given in the Standard Bidding Document-Procurement of Works[ICTAD/SBD/03-Second Edition January 2007] Schedule, 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 defect therein in conformity with the said Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda for the sum of Sri Lanka Rupees.....
.....
..... (LKR.) or such other sums as may be ascertain in accordance with the said Conditions.
2. We/I acknowledge that the Bidding Data form part of our Bid.
3. We/I undertake, if our Bid is accepted, to commence the work as stipulated in the Contract data and 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 for the period stated in the Sub-Clause 15 of Instruction 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 ofduly 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)

ICTAD Registration (if available)				
Registration number	<i>(attach copies of relevant pages from the registration book)</i>			
Grade				
Specialty				
Expiry Date				
Blacklisted Contractors				
Have you been declared as a defaulted contractor by NPA or any other Agency?				
IF yes provide details				
VAT Registration				
Construction Program	<i>(attach as annex)</i>			
Legal status (Public company/Private Company/Partnership/Sole proprietor etc.)	<i>(attach relevant status copies, as annex)</i>			
<u>EXPERIENCE</u>	Eligibility requirement	Bidder's Qualification		
Details of similar works performed in last 5 years (indicate only the Two largest projects)	Details of 2 nos. of similar works completed in last 5 years <i>(attach copies of Certificate of Completion etc. and other documents such as profit-loss and income expenditure statement)</i>			
<u>EQUIPMENT</u> Major items of inspection instruments/ equipment proposed	Type and capacity	Required Nos. (minimum)	Proposed by Bidder (make, capacity)	
		Hired	Owned	
	1. Sand Blasting Equipment	01 nos.		
	2. Air Compressor	01 nos.		
	4. Others to be specified by the bidder			

<u>PROJECT STAFF</u> Qualification an experience of key staff	Eligibility requirement		Bidder's Qualification
	Category Experience and Qualifications	Required Nos. (Minimum)	Proposed by bidder (Name, experience and Qualifications)
	<p>1. On Site Supervisor</p> <p>Qualification : 2 years or more Full time Diploma or higher qualification in Mechanical Engineering</p> <p>Experience : 05 years (excluding training period compulsory for the above qualification)</p> <p>Experience in carrying out blast cleaning & painting large steel structures in similar capacity with two component epoxy paints within the last 5 years</p>	01	
	4. Others to be specified by the bidder		
Repair Programme & Method Statement	The bidder is required to submit a Repair Programme with the bid including detailed proposed scope of work related with time, sketches, drawings, inspection details (method statement) that the bidder intend to perform under each category based on the details given under “Section 6 – Specifications” and relevant Standards. The bidder is deemed to be an expert in this field and shall include all necessary activities that are required for a complete proposal.		

Signature of the Bidder:.....

SECTION 05

SCHEDULE

ITB Clause	Conditions of Contract Clause	Item	Data
1.	1.1.8	Employer is :	Name: Ceylon Petroleum Storage Terminals Limited Address : Oil Installation, Kolonnawa Wellampitiya
	1.1.10	Engineer is :	Name : Engineering Manager Address : Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya
1&13	1.1.21	Summary of Works	<p>The works consists of supplying necessary materials, Sand Blast Cleaning and painting of Tank interior Bottom Plate and 1.5m height of shell plate interior from Bottom Plate, Water Drain off valves (2 nos.), Fire Water Strainers (3 nos.), Top Pouring Units (2 nos.) of fixed roof welded steel vertical storage tank of capacity 10,000m³ (diameter 31 m and height 19 m). CPSTL will supply paints and Solvents for mixing paints.</p> <p>Location: Muthurajawela Terminal, Kerawalapitiya</p> <p>Contract Name: Procurement of Service for Sand Blasting and Painting of Tk-12 Tank at Muthurajawela Terminal</p> <p>Contract No.</p>
	1.1.12	Start Date	7 days after the issue of letter of acceptance
1.	1.1.14	Intended Completion Date	Intended Completion Date is 42 Calendar Days from the site handing over Letter.
2.		Source of Fund	The source of funds is Ceylon Petroleum Storage Terminals Limited (CPSTL)
3.		Eligibility	Information shall be provided in Section 4 under Qualification Information.

- | | | |
|-----|------------------------|---|
| 7 | Site Visits | <p>Prior to submitting a bid, bidders shall familiarize themselves and shall be deemed to have done so. The bidders shall inform Procurement Manager, Procurement Function, Oil Installation, CPSTL, Kolonnawa (Tel. +94-11-2572156, Fax No. 0094-11-2572155) 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.</p> <p>The bidders are advised to limit the number of persons, for the visit, due to the security reasons, at the Muthurajawela Installation. Site visit will be permitted during 0830 – 1500 hrs except Sundays and mercantile holidays. The cost of such visits shall be borne by the bidder.</p> |
| 12. | Documents of the Bid | <p>(a) Experience</p> <p>Proof of experience of the bidder carried /carrying out similar works shall be submitted. The information submitted shall include the client’s names, contract name, telephone numbers, fax numbers, year of completion, scope of work carried out with relevant codes and standards, contract value and any other relevant information. Bidder shall have successfully completed at least 02 similar projects during last 05 years.</p> <p>(b) Schedule of Key Personnel</p> <p>Bidder shall submit a schedule of Key Personnel consisting the site staff. A Technical officer (NCT or equivalent.) with more than 05years experience or equivalent shall supervise the site.</p> <p>(c) Schedule of Machinery and equipment</p> <p>Bidder shall submit a schedule of all available machinery and equipment related to the work.</p> |
| 13. | 10.10 Price Adjustment | <p>The Contract is not subject to price adjustment</p> |

16. Bid Security
- The amount of Bid Security shall be for an amount of **Rs. 50,000.00 (Rupees Fifty Thousand only)** excluding taxes from a reputed commercial bank.
- The Tender Guarantee should be in one of the following forms
- a. A receipt for cash deposit paid to the Accountant, Ceylon Petroleum Storage Terminals Limited, 1st Floor, New Administration Building, Oil Installation, Kolonnawa in favor of the name of the Chairman, Ceylon Petroleum Storage Terminals Limited.
 - b. A guarantee from a commercial bank approved by the Central Bank of Sri Lanka operating in Sri Lanka.
- The format of the Bid Security (unconditional guarantee) included in Section 2, Standard Forms.
The validity of Bid Security shall be till 05.01.2023
31. 4.4 Performance Security
- Amount of Performance Security required is **5 %** of the Initial Contract Price.
The form acceptable for the Performance Security (unconditional) included in Section 2, Standard Forms.
The Performance Security shall be valid and kept alive for 28 days beyond the intended Completion Date.
- 6.2 Program
- If any time should it appear to the Engineer that the actual progress of the work does not conform to the approved program, the contractor shall produce, at the request of the Engineer a revised program showing the modifications to the previously approved program necessary to ensure completion of the work within the stipulated time of completion.
Failure on the part of the contractor to submit and obtain approval for the revised program may result in the Engineer ordering an additional retention of 5% of the immediate claim. The contractor shall be entitled to release of the retention thus withheld from the next claim on obtaining the approval of the Engineer for the program of work submitted to the Engineer.

Working Hours

- i. Normal working hours of CPSTL from Monday to Friday is from 0730 hrs. to 1645 hrs.
- ii. In the work program, Saturday also can be considered as a working day and from Monday to Friday up to 1800 hrs also can be considered as a working hours by the contractor. But to work on Saturday and up to 1800 hrs the contractor is required to obtain prior permission since the offices are normally closed on Saturdays and after 1645hrs.
- iii. However, working on statutory holidays, Sundays and after 1800 hrs. on working days will not be permitted.
- iv. Provided always that provision of above iii shall not be applicable in the cause of any work which it is customary to carry out, outside normal working hours by rotary or double shifts

6.3	Extension of Time	No extension of time will be considered other than the exceptional adverse weather condition or other special circumstances of any kind whatsoever which may occur, other than through a default of the contractor be such as fairly to entitle the contractor to an extension of time for the completion of the work. The contractor shall, within seven (7) days after the cause for delay has risen, deliver to the Engineer full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time. In the event of failure on the part of the contractor to act as stated herein before shall be forfeited in extension of time for the particular event.
6.4	Late Completion	The amount to be paid is 0.5% of Initial Contract Price per Day, subjected to maximum of 10 % of Initial Contract Price.
8.1	Notification of Defects	The period for Defect Notification is 180 Days from Taking Over.
10.3	Retention	The amount of retention is 10% of certified work done. The maximum amount of retention is 5% of Initial Contract Price.
10.12	Advance Payment	Amount of advance payment shall be 20% of initial contract price (less provisional sums and contingencies).

12.1 Contractors' care of works

Special Safety Conditions

- i. Fire blanket & fire barriers are to be laid before starting hot work at site wherever required.
- ii. The work/workers should conform to the Fire & Safety rules and regulations of CPSTL and they should wear personal safety equipment while executing the work.
- iii. Before work of any nature is commenced in any area it is necessary to obtain excavation permits, safety certificates and if the work involves sparks or flames also a hot work permit from the Fire & Safety Section of the CPSTL, Muthurajawela Terminal depending on nature of work. All precautions stipulated in these documents must be observed by the contractor and his employees. If the work cannot be completed in the period for which these documents are valid the work shall be discontinued until the documents have been renewed.
- iv. Muthurajawela Terminal is security restricted area and all contractor's personnel shall abide by the security regulations prevailing and those which might be enforced as and when necessary due to changed circumstances.
- v. All contractor's personnel and their vehicles will be required to obtain gate passes before enter into the Muthurajawela Terminal. Those who possess valid police clearance are eligible to obtain gate passes.
- vi. Safety clearances to be obtained before enter to the tank farm.
- vii. The contractor shall, except if and so far as the contract provides otherwise, indemnify the CPSTL against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to:

- a. the permanent use or occupation of land by the works or any part thereof;
 - b. the right of the CPSTL to execute the works or any part thereof on, over, under, in or through any land;
 - c. injuries or damage to persons or property resulting from any act or neglect of the CPSTL, his agent, servants or other Contractors, not being employed by the Contractor, or for or in respect of any claims proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the damage or injury.
- viii. Only qualified persons shall perform electrical installations, repairs and other related work.
- ix. The first consideration for working on any electrical system is to have the circuit positively de-energized. All circuits and equipment must be considered energized until opened, tagged and/or locked according to an approved procedure and should be proven de-energized by testing with an approved testing device known to be in proper working order.
- x. Qualified personnel performing such tasks as electrical repairs, modifications, and tests on energized electrical systems, parts, and equipment need to comply with the following:
- a. Live parts to which personnel may be exposed shall be de-energized before the personnel works on or near them, unless demonstrated that de-energizing introduces additional or increased hazards or is infeasible due to equipment design or operational limitations.

- b. Work performed on energized electrical systems and equipment may be done only if a supervisor and/or safety professional and the personnel performing the work determine that it can be done safely. Approval should be given for each job.
 - c. Sufficient protection in the form of insulated tools and insulated protective equipment, such as gloves, blankets, sleeves, mats, etc., shall be used while working on energized circuits.
 - d. At least two personnel shall be present while the work are being performed
- 13.1(a) Insurance cover The minimum cover for insurance of the Works and of Plant and Materials is 110% of initial Contact Price
- 13.1(b) The cover for loss or damage to Equipment is Contractor's responsibility.
- 13.1 A copy of insurance policy for the workmen of the contractor as per the Workmen Compensation Act shall be forwarded to CPSTL prior to commencement of the work.
- 13.1(c) Minimum amount for third party insurance is Rs. 1,000,000.00
- 33. 1.1.11 Adjudicator CPSTL does not propose any Adjudicator in case of any dispute. An Adjudicator shall be appointed by the Appointing Authority who shall be the Construction Industry Development Authority (CIDA).

SECTION 06
SPECIFICATIONS

SPECIFICATIONS

6.1 Scope of Supply by CPSTL

6.1.1 Utilities

- 6.1.1.1 Electricity and drinking water that would be supplied to the contractor to undertake this work would be charged from the contractor as per meter/estimate. The prospective contractor is required to indicate his requirements of power from the CPSTL in his offer for evaluation purposes.
- 6.1.1.2 The maximum available electrical power supply available to the contractor is 45kVA, 400V AC, 4 wire (TPN), 50Hz and will be subjected to following conditions.
- i. Electrical power supply will be provided by CPSTL on the request of the Contractor and charge according to the applicable tariff system, or the Contractor shall have to arrange his own power source.
 - ii. The Electrical Section of CPSTL will provide terminating point to feeding cables through a suitable circuit isolating and interrupting devices such as a circuit breaker or a switch fuse at convenient location, within 150 m from the tank shell. This switch gears will remain the property of CPSTL and contractor has no access to it.
 - iii. The maximum load that the CPSTL electrical section can feed will be 63A, 3 Phases.
 - iv. Power supply will be energized after inspection by the Electrical Engineer of CPSTL provided all requirements in clause 6.2.10 are satisfied.
 - v. CPSTL will reserve the right to disconnect the power supply to the contractor without prior notice, if any of the foresaid conditions are violated.
 - vi. Contractor shall use his own feeder cables and temporary power distribution board sufficiently rated to power the equipment and machinery used at site, conforming to CEB regulations in consultation / supervision of Electrical Engineer of CPSTL
 - vii. Contractor's power distribution board should consist of adequate over current and earth leakage protective devices for safety of men and machinery.
 - viii. Contractor shall install the feeder cables from the metering point up to the temporary power distribution board as per the instruction & approval of the CPSTL Electrical Engineer.
 - ix. 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.
 - x. All portable electrical appliances used inside the tank shall be at low voltage, 110V, 1 Phase and should be fed through a center earthed transformer.
 - xi. 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.
- 6.1.1.3 Required paints and solvents for mixing coatings will be provided by CPSTL. Contractor shall be responsible bring solvents required for cleaning their tools.

- 6.1.1.4 CPSTL Engineers representative will assist to arrange gate passes for the Contractors personnel requested documents are provided, equipment and materials, hot work/ cold work permits and other permits related to the Work on request of the Contractor.

6.2 Contractor's Scope of Supply

Contractor shall supply equipment, instruments, materials, consumables and other requisites required to carry out the repair as follows;

- 6.2.1 Construction equipment and consumables
- 6.2.2 Supply of all consumables such as erection material, sand for blast cleaning, and all other consumables necessary for the proper execution of the painting work as specified in 6.3
- 6.2.3 Supply of all construction equipment such as sand blasting equipment, air compressors and other rigging equipment, screening and planks, supports for screens and tools where necessary.
- 6.2.4 Supply of all inspection equipment such as paint thickness gauges for testing (Wet Film and Dry Film thicknesses).
- 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 Quality assurance records shall be maintained by the contractor and a copy of these records shall be given to Engineer upon completion of each job.
- 6.2.7 The Contractor shall submit the performance bond and insurance covers as per Schedule in Section – 5.
- 6.2.8 Contractor should provide required safe access and relevant facilities for the Engineer and Engineers representative to attend any inspection related event.
- 6.2.9 Contractor shall provide all facilities and for their employees to adhere in to Health Guidelines issued by the government during the execution of the contract.
- 6.2.10 Contractor shall provide medical test reports and vaccination details of their employees whenever requested by CPSTL.

6.3 Contractor's Scope of Work and Specification

6.3.1 Contractors Scope of Work

6.3.1.1 Abrasive blast cleaning and Coating system application shall be done in an acceptable weather condition.

6.3.1.2 Tank Interior

The entire Bottom plate, up to 1.5 m height of shell plate (Interior) from bottom plate and internal piping shall be sand blast cleaned and painted as per the specifications specified below.

- a. Providing sufficient covering for Internal Floating Roof (IFR) parts to prevent damages to them during sand blasting and painting.
- b. Maximum care should be given not to damage any IFR parts.
- c. Erection of temporary barriers/ covering in order to protect internal floating Roof including legs, Peripheral foam seal, pontoons covering sheets etc. from blasting sand.
- d. Sand Blasting under the IFR legs shall be done by removing one by one IFR legs and reinstalling or any other method acceptable to Engineer.
- e. Sand Blast Cleaning of Entire Bottom plate, internal piping and up to 1.5 m height of shell plate (Interior) conform to ISO 8501-1, SA 2 ½ near white metal finish.
- f. Painting of Entire Bottom plate, internal piping and up to 1.5 m height of shell plate (Interior)
- g. Access and sufficient time for Engineering Inspection Technicians and Engineers shall be provided after Holding (Blast) Primer application to assess surface abnormalities, thickness measurements and repairs.
- h. CPSTL will perform necessary weld repairs if required.
- i. If blast cleaned area kept uncoated during repairs, area shall be sweep blast cleaned before strip coating to remove corrossions emerged on exposed surfaces.
- j. The surface shall be dry and free from contamination prior to paint application.
- k. Tank Interior coating system application
 - i. Tank interior Costing System will be as per ISO 16961:2015 : Petroleum, Petrochemical and Natural Gas Industries - Internal Coating and Lining of Steel Storage Tanks.
 - ii. Application of Holding (Blast) Primer
 - An Epoxy primer shall be applied as Holding (Blast) Primer to prevent oxidation of exposed steel surfaces.
 - Coating thickness shall be between 25 µm to 50 µm as per paint manufacturer recommendation.
 - Method of Application method shall be Air Less Spray.

- Corners, difficult to reach areas and weld seams shall be strip coated by Brush.

iii. Application of Coating system

- 2 to 3 coats shall be applied as per paint manufacturer recommendation as follows.

Paint System	Amine cured Phenolic Epoxy
No. of Coats	2 to 3 nos.
Minimum Dry Film Thickness per Coat	100 µm
Minimum Total Dry Film Thickness	300 µm

- The coating system shall be applied on Holding (Blast) Primer coating.
- There should be contrasting colour shades between each coat.
- Method of Application method shall be Air Less Spray.

6.3.1.3 Tank Exterior

Water Drain off valves (2 nos.) and attached piping, Fire Water Strainers (3 nos.) and Top Pouring Units (2 nos.) shall be sand blast cleaned and painted as per the specifications specified below.

- CPSTL will dismantle above accessories from tank, perform necessary weld repairs if required.
- Above accessories shall be blast cleaned. cleaned to a visual standard in accordance with ISO 8501-1, Sa 2.5 near white metal finish.
- CPSTL will reinstall painted accessories to the tank.
- Tank Exterior Coating System Application
 - Exterior Coating system shall comply with ISO12944, C5 category with minimum High durability class (15 -25) years of durability.
 - 3 to 4 coats shall be applied as per paint manufacturer recommendation as follows.

Primer Coat	Zinc Rich Epoxy (Coating Thickness 60 µm to 80 µm)
Intermediate Coats	Epoxy (1 or 2 coats)
Top (Final) Coat	Aliphatic Polyurethane
No. of Coats	3 to 4 nos.
Minimum Total Dry Film Thickness	260 µm

- There should be contrasting colour shades between each coat.

Final coat colour	a) Water Drain off Valves & attached piping – Light Gray b) Top Pouring units – RAL 1003 Yellow c) Fire Water Strainers – RAL 3000 Fire Red
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- Method of Application method shall be Air Less Spray.

6.3.2 Solvents

Required coatings and solvents for mixing coatings will be provided by CPSTL. Contractor shall be responsible bring solvents required for cleaning their tools

6.3.3 Approval for painting should be obtained from the Inspection Engineer of CPSTL, as follows.

- a. Prior to application of first primer coat after satisfactory cleaning of surfaces.
- b. Prior to application of first intermediate coat after applying the required thickness of primer.
- c. Prior to application of first finish coat after applying the required thickness of intermediate coat.
- d. Required total DFT indicated in specifications to be applied and the first coat of Paint shall be applied as soon as possible after surface preparation is approved by Inspection Engineer of CPSTL. The preparation of paint before application is to be done as per the instructions stated by Paint Manufacturer.

6.3.4 The Inspection Engineer of CPSTL reserves the authority to accept or reject.

- a. Prepared surface before painting depending on his observations.
- b. Application of paint depends on the preparation of paint and the weather.
- c. Painting carried out under doubtful weather condition is the responsibility of the contractor. If any painting is found to be unacceptable the particular surfaces shall be made paint free, supply necessary paints and repainted at the contractor's expense.

6.3.5 Site Cleaning

Removal of sand, corrosion scale, Empty Paint buckets, thinner cans and other enclosures of consumables shall be transported to a location specified by CPSTL inside the Muthurajawela Terminal.

SECTION 07
BILL OF QUANTITIES

PREAMBLE TO THE BILL OF QUANTITIES

GENERAL

1. This Bill of Quantities contains pages numbered **from 35 to 39** Tenderers are requested to see that no page is missing, no duplicated and that all TRADES are carried to **SUMMARY** at the end of the Bill of Quantities.
2. The Conditions of Contract, Bidding data, Contract Data, the Specifications and the Drawings are to be read in conjunction with the Bill of Quantities.
3. The cost of complying with all conditions, obligations and liabilities described in the Conditions of Contract, Specifications and the Bill of Quantities including all overhead charges and profit in carrying out the work as shown on the Drawings shall be deemed to be spread over and included in the prices of sums stated by the Bidder in the Bill of Quantities unless separately measured.
4. If the Bidder fails to price any items in the Bill of Quantities then the cost of the work under such items shall be held to be spread over and included in the prices given against other items of work.
5. The quantities set out in the Bill of Quantities are provisional and cover the approximate scope of the work anticipated to be performed by the Contractor. The actual quantities used for final measurement purposes will be determined by the Engineer by measurement of the work completed by the Contractor.
6. Where trade names, brands and or Catalogue Numbers are referred to, sole preference to any material or equipment is not intended. Any other material or equipment may be used, provided that the characteristics of type, quality, appearance, finish, method of construction and / or performance is superior to the specified.
7. Whenever the method of measurement is not clear from the documents available, the principles as given in the Sri Lanka Standard 573, 1999 [Revision] Method of Measurement of Building Works shall be applicable.
8. Selected tenderer shall comply with the arrangement of work in the tank and be ready to work part by part as required by the Authorities of **the Employer**.
9. The unit and lump sum prices of the Bill of Quantities (referred to as the Contract Rates) shall, except in so far as is otherwise provided for under the Contract, be deemed to cover all obligations set out in the Contract, and all matters or things necessary for the proper completion and maintenance of the Works, and shall be fixed and binding upon the Contractor.
10. Unit prices when applied to the quantity of work performed under the Contract shall, and other sums specifically determined under the provisions of the Contract, constitute full remuneration to the Contractor under the Contract.
11. Each item shall be priced by the Tenderer in Sri Lanka Rupees.
12. Rates for items in this Bill of Quantities shall be inclusive for hauling, transporting, loading, unloading, spreading, heaping, supporting, scaffolding, welding, and for laps, unless otherwise specifically stated.

13. Unless otherwise specifically stated in Bill of Quantities or herein, the following shall be deemed to be included with all items:-
- i. Labour and all costs in connection therewith.
 - ii. Materials, goods and all costs in connection therewith.
 - iii. Tools, plants, hoisting plants and all costs in connection therewith.
 - iv. Waste of materials.
 - v. Square cutting.
 - vi. Establishment charges, overhead charges and profit.
 - vii. All setting out works.
 - viii. For providing of method statements, calculations, proposals by Contractor, shop drawings
 - ix. Complying with regulations of the Municipal Council and/or any other relevant authority under which particular item of work is to be executed unless otherwise included in the preliminaries
 - x. Protecting and clearing.
 - xi. In addition to above, the rate for item of work in substructure shall include for the works at depth extending below ground water table where applicable including excavation under water, removal and disposal of mud, stand and preparation of place to a condition suitable for proper execution of the work.
14. If tenderers are anticipating to give any discount, it shall be marked separately in the space allocated in the summary of Bill of Quantities. Provisional Sums shall not be considered when calculating discount.
15. All materials, equipment supplied shall be new, unused without any defects.
16. All materials used in the Works shall be of the best quality of their respective kinds as specified and shall be obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed or, Where tests are not laid down in this Specification, with the requirements of the latest issue of the relevant British Standards or other Standards approved by the Engineer.
17. Metric units are used throughout the Bill of Quantities for measurement purposes unless otherwise indicated. Abbreviations used in the Contract are as follows:-

L.S.	-	Lump Sum
P.S.	-	Provisional Sum
m	-	Metre
m ²	-	Square metre
kg	-	kilograms
No	-	Numbers
Rs. Cts.	-	Sri Lankan Rupees and Cents
m ³	-	Cubic metre

SECTION - 7 : BILL OF QUANTITIES

* Please refer **Section 6 -Specification** for details of the Items in following table

	Item Description	Unit	Qty.	Rate (Rs.)	Total (Rs.)
1	Mobilization, Demobilization and Site Cleaning	Item	1		
Sub Total Carried Forward					
2	Supportive Works				
	Screening to Protect Peripheral wiper seal, IFR Legs and other IFR components while Sand Blasting	Item	1		
Sub Total Carried Forward					
3	Tank Interior Painting Tank Bottom Plate including two sumps & pipes, 1.5m height of tank shell from tank bottom Plate, Tank Inlet, Circulation & Outlet Pipes. Paints will be supplied by CPSTL.				
3.1	Abrasive Blast Cleaning	m ²	915		
3.2	Application of Holding (Blast) Primer	m ²	915		
3.3	Application of Coating System a. The contractor shall quote for applying 3 coat system. b. If CPSTL provided coating system is 2 coat system, payment for work done to this item will be adjusted to 2 coat system which is 2/3 rd of quoted price. c. Paints will be supplied by CPSTL	m ²	915		
Sub Total Carried Forward					
4	Tank Exterior Painting				
4.1	Sand Blast Cleaning				
	4.1.1 SAWDO Valves and attached piping with flanges Valves	Nos.	2		
	4.1.2 Fire Water Strainers	Nos.	3		
	4.1.3 Top Pouring Equipment	Nos.	2		
4.2	Application of Coating System a. The contractor shall quote for applying 4 coat system. b. If CPSTL provided coating system is 3 coat system, payment for work done to this item will be adjusted to 3 coat system which is 3/4 th of quoted price. c. Paints will be supplied by CPSTL				

	Item Description		Unit	Qty.	Rate (Rs.)	Total (Rs.)
	4.2.1	SAWDO Valves (2 nos.) and attached piping with flanges Valves	Nos.	2		
	4.2.2	Fire Water Strainers	Nos.	3		
	4.2.3	Top Pouring Equipment	Nos.	2		
Sub Total Carried Forward						

Summary of Schedule of Rates for Painting of Tank No 12 at Muthurajawela Terminal

<u>Description</u>	Amount (Rs.)
1.0 Mobilization, Demobilization and Site Cleaning
2.0 Supportive Works
3.0 Tank Interior Blasting & Painting
4.0 Tank Accessories Blasting & Painting
Sub Total
Discount If Any
Total carried to 'Form of Bid'
VAT 15%
Total Amount with VAT

VAT Reg. No :.....

Total Amount in Words :

.....

Name of Bidder :

Address :

Date :

Signature of the Bidder Company

Stamp

SECTION 08
STANDARD FORMS (BID)

FORM OF BID SECURITY

*[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: -----*[insert (by PE) name and
Address of employer]*

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 theof *[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 (i) 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]

CHECK LIST FOR BIDDERS

CHECK LIST FOR BIDDERS

Bidders are advised to fill the following table.

ITEM	ITB Clause	YES (tick)	REFERENCE
Form of Bid			
Addressed to the Employer?	18		
Completed?	18		
Signed?	18		
Bid Security			
Address to the Employer?	16		
Format as required?	16		
Issuing Agency as specified?	16		
Amount as requested?	16		
Validity 28 days beyond the validity of Bid?	16		
Qualification Information			
All relevant information completed?	4		
Signed?	4		
Addendum			
Contents of the addendum (if any) taken in to account?	10		
Bid package			
All the documents given in ITB Clause 12 enclosed in the original and copy?	12		
ITB Clause 19 followed before sealing the Bid package?	19		