CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT

FOR

CONSTRUCTION OF PIPE SUPPORTS AND RELATED STRUCTURES OF PIPING SYSTEM IN ZONE 06 AT KOLONNAWA INSTALLATION.

KPR / 24 /2020

Employer:		Engineer:	
Ceylon Petrolet Oil Installation, Wellampitiya	um Storage Terminals Limited, Kolonnawa.	Engineering Manager Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa. Wellampitiya	
Issued to	:		
Issued by	:		
Date	:		

December 2019

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VOLUME - 01

SECTION 01 :INSTRUCTIONS TO BIDDERSSECTION 02 :STANDARD FORMS (CONTRACT)SECTION 03 :CONDITIONS OF CONTRACT

SECTION - 1 INSTRUCTIONS TO BIDDERS

Instructions to Bidders applicable to this contract are that given in Section-I of the Standard Bidding Document for Procurement of Works. ICTAD Publication No.ICTAD/SBD/01, Second Edition ,January 2007, published by Construction Industry Development Authority (CIDA), "Savsiripaya", 123, Wijerama Mawatha, Colombo 07.

Instructions to Bidders shall be read in conjunction with the Bidding Data provided under section-5 of the Bidding Document (Volume 2)

Instructions to Bidders will not be a part of the contract.

SECTION – 2

STANDARD FORMS (CONTRACT)

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

Contents

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: -----

STANDARD FORM : AGREEMENT

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

NOW THIS AGREEMENT WITNESSETH as follows:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
- 2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year aforementioned in accordance with laws of Sri Lanka.

Authorized signature of Contractor Employer		ictor	Authorized signature of
COMMON SEAL			COMMON SEAL
In the pr Witness	esence of: es:		
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. :

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

Signature(s)

FORM OF ADVANCE PAYMENT SECURITY

.....

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

Date:

ADVANCE PAYMENT GUARANTEE NO. :

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	s Name and Address of	Issuing Branch or	Office)
Beneficiary :			
	[Name and Address o		
Date:			
RETENTION	MONEY GUARAN	NTEE NO.:	
	formed that		
(hereinafter called (Reference No. of	d "the Contractor") has f the Contract) dated	s entered into Contr	
	er called "the Contract"	ne of the contract an	
works have bein certified for paym	g taken over and the	e first half of the	ns of the Contract, when the Retention Money has been tention Money may be made
-			(
hereby irrevocabl amount of <i>in figures</i>)		any sum or sums r	not exceeding in total an <i>(amount)</i>
demand in writing breach of its oblig	g accompanied by a wr	ritten statement stat	receipt by us of your first ing that the Contractor is in ntractor has not attended to
20 (insert 20	8 days after the end of	the Defects Liabilit	<i>ty Period</i>) Consequently, any ed by us at this office on or

Signature(s)

SECTION – 3

CONDITIONS OF CONTRACT

Condition of Contract that will be applicable for this Contract is that given in Section III of the Standard Bidding Document for Procurement of Works "ICTAD PUBLICATION NO. – ICTAD/SBD/01" Second Edition January 2007 published by Construction Industry Development Authority (CIDA), "Savsiripaya", 123, Wijerama Mawatha, Colombo 07.

This publication will not be issued with the Bidding Document and the Bidder is advised to purchase it from CIDA.

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

VOLUME - 02

INVITATION FOR BIDS

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

Invitation for Bids (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED CONSTRUCTION OF PIPE SUPPORTS AND RELATED STRUCTURES OF PIPING SYSTEM IN ZONE 06 AT KOLONNAWA INSTALLATION.

KPR /24 / 2020

1. The Chairman, Department Procurement Committee, on behalf of the Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa now invites sealed bids from eligible and qualified bidders for *Construction of Pipe Supports and related structures of piping system in Zone 06 at Kolonnawa Installation*.

The work consists of supply, fabricating and fixing of pipe supports, crossing platforms, valve pit entrance platform, walkway handrail, operational platforms for pump house, tank farm access stairs, pipe trench access ladder and electrical cable tray, "U" bolts etc. The Construction period is **150 Calendar days.**

- 2. Bidding will be conducted through National Competitive Bidding Procedure.
- 3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements

CIDA registration required

Specialty	Grade
Heavy Steel Fabrications	EM2 or above

- 4. Qualification requirements to qualify for contract award include
 - (a) Average annual volume of construction work performed in last five years shall be at least **Rs. 116,000,000.00 (Rupees One Hundred Twenty Three Million).**
 - (b) Experience Required

The bidder should have completed at least 03 projects as the main contractor with similar nature and complexity during last 10 years.

- (c) Schedule of Key Personnel
 - (i) A Site Engineer with BSc. (Eng.) or equivalent with minimum 02 years' experience.
 - (ii) One Technical officer NDT (Mechanical) or equivalent with more than five years' experience in similar works.
- (d) Required amount of line of credit shall be at least **Rs. 20,000,000.00 (Rupees Twenty One Million).**
- (e) Audited financial report for last three years (2016-2017,2017-2018, 2018-2019) to be submitted.

- 5. Interested bidders may obtain further information from Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya (Telephone 011-2572155, Fax 0112694338) and inspect the bidding documents at the above address from 09.00 hrs to 14.00 hrs.
- 6. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya from 26.06.2020 until 20.07.2020 during office days from 09.00 hrs to 14.00 hrs. on the production of the receipt for the payment of Rs. 8,500.00 made as non-refundable fee made by cash to the Ceylon Petroleum Storage Terminals Limited (CPSTL).
- 7. Bids shall be delivered in duplicate to the The Chairman, Department Procurement Committee (DPC), C/O Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya on or before 14 00 hrs of 21.07.2020 Late bids will be rejected. Bids will be opened soon after closing the in the presence of the bidders' representatives who choose to attend.
- 8. Bids shall be valid up to **20.10.2020.**
- 9. All bids shall be accompanied by a Bid Security of **Rs. 350,000.00 (Rupees Three Hundred Fifty Thousand Only**). Bid Security shall be valid up to**17.11.2020.**

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

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

SECTION - 4

✤ FORM OF BID

***** *QUALIFICATION INFORMATION*

FORM OF BID

Name of Contract: CONSTRUCTION OF PIPE SUPPORTS AND RELATED STRUCTURES OF PIPING SYSTEM IN ZONE 06 AT KOLONNAWA INSTALLATION.

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

Gentleman,

- the Standard Bidding Document Procurement of Works 1. Having examined (ICTAD/SBD/01 - Second Edition - January 2007), Specifications, Drawings and Bill of Quantities and addenda for the execution of the above - named Works, we/I the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the aforesaid Conditions of Contract, Specification, Drawings, Bill of Quantities and addenda for the sum of Sri Lankan Rupees(LKR) or such other sums as may be ascertained in accordance with the said Conditions.
- 2. We/I acknowledge that the schedule forms part of our Bid.
- 3. We/I undertake, if our Bid is accepted, to commence the Works as stipulated in the Contract Data, and to complete the whole of the Works comprised in the contract within the time stated in the Contract Data.
- 4. We/I agree to abide by this bid for the period of stated in the Sub-Clause 15 of Instructions to Bidders or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 6. We accept/ we do not accept the Adjudicator.
- 7. We/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated thisday of 20.... in the capacity of

...... duly authorized to sign tenders for and on

behalf of

(IN BLOCK CAPITALS)

Signature	9:
Name	:
Designati	ion:
Address	:
Witness	:

	ed and submitted by the bidder, w	Ain the Dia)	
CIDA (ICTAD) Registration			
Registration number	(attach copies of relevant pages fre	om the registration book)	
Grade: EM2 or above			
Specialty: Heavy Steel fabrications			
Expiry Date			
Blacklisted Contractors			
Have you been declared as a defaulte	ed contractor by NPA or any other A	gency?	
IF yes provide details			
VAT Registration Number			
Construction Program	(attach as annex in the form of ba	ur chart)	
Method Statement	(attach as annex)		
Legal status	(attach relevant status copies, as a	nnex)	
Value of Construction works performed in last 5 years	(attach copies of Certificate of documents such as profit-loss	-	
Year 2018	LKR		
Year 2017	LKR		
Year 2016	LKR		
Year 2015	LKR		
Year 2014	LKR		
The minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract shall be not less than LKR. 21,000,000.00	LKR		
Value of similar works completed in last 10 years (indicate only the three largest projects)	2. Value Y	ear ear ear npletion etc., as annex)	
Major items of construction equipment proposed	1. Type Capacity 2. Type Capacity 3. Type Capacity 4. Type Capacity 5. Type Capacity		
Qualification and experience of	Technical	Availability	
key staff – Site & Head Office	1. Site Engineer	(Yes/No)	
(Permanent, Contract basis & Consultants)	2. Technical Officer (Mech)	(Yes/No)	
Consultants)			

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

SECTION 5

* BIDDING DATA & CONTRACT DATA

Bidding Data

Instructions to Bidders Clause Reference

(1.1) The Employer is Name: Ceylon Petroleum Storage Terminals Limited

> Address: Oil Installation, Kolonnawa. Wellampitiya.

"Construction of Pipe Supports and related structures of piping system in Zone 06 at Kolonnawa Installation.."

The scope of work of the contractor is defined in general and shall include the following, but not limited to the same. The bidder shall also carry out all the related work that are not listed in this document, but required for completion of the entire work as specified in this Bidding Document.

- (i) The work consists of supply, fabricating and fixing of pipe supports, crossing platforms, valve pit entrance platform, walkway handrail, operational platforms for pump house, tank farm access stairs, pipe trench access ladders and electrical cable tray and "U" bolts.
- (ii) The Contractor shall procure of all material, equipment, machinery, tools, consumables etc. necessary for completion of above works. Loading, handling and transportation of all materials from supply point / store at work site / Contractor's store as per the requirement of the job.
- (iii) The Contractor shall also carry out the jobs that are not specifically mentioned in this Bidding Document but required for successful completion of the job in all respects as per the standards, drawings and codes.
- (iv) Submission of soft copies and hard copies of as built drawings, reports and required documents in English language as directed by the Engineer. Drawings to be submitted in AutoCAD (dwg) format.

	±	e construction site is a habbe between the base of the set of the betroleum products and	azardous area	
(1.2)	Intended Completion Date is 150 Calendar Days from the Start Date.			
(1.3)	The office for collection of bid for	orms is		
	Procurement Func	nent, Storage Terminals Limited, tion, New Building, olonnawa, Wellampitiya,		
	The non-refundable fee is Rupee	s 8,500.00		
	The Bid forms will be issued fro days from 09.00 hrs to 15.00 hrs	m up to d	luring office	
(2.1)	The source of funds is Ceylon Pe (CPSTL)	The source of funds is Ceylon Petroleum Storage Terminals Limited (CPSTL)		
(4.2)	The registration required CIDA registration required			
	Specialty	Grade]	
	Heavy Steel fabrications	EM2 or above	-	
(4.3)	The following information shall be provided in Section 4: * CIDA Registration; Registration number			
	Grade			
	Specialty			
	Expiry Date			
	* VAT Registration number			
	* Construction Programme			
	* Audited financial report for las 2019) to be submitted.	st three years (2016-2017, 20	17-2018, 2018-	

- * Legal Status (Sole proprietor, Partnership, joint venture, Company etc.)
- * Total monetary value of construction work performed for each of the last five years;
- * Experience in works of a similar nature and size for each of the last ten years;
- * Major items of construction equipment proposed to carry out the Contract;
- * Qualifications and experience of key site management and technical personnel proposed for the Contract;
- * Any other.

(4.4) * Average annual volume of construction work performed in last five years shall be at least Rs. 116,000,000.00 (Rupees One Hundred Sixteen Million).

- * The bidder should have completed at least 03 projects as the main contractor with similar nature and complexity during last 10 years.
- * Following technical and managerial staff:

A Site Engineer with BSc. (Eng.) or equivalent with minimum 02 years experience, one Technical officer - NDT (Mechanical) or equivalent with more than 05 years' experience in similar works should be assigned to the project. This is the minimum requirement and the successful bidder shall assign all other necessary staff to enable compliance with all other contractual stipulations.

* The minimum amount of liquid assets and /or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract shall be not less than **Rs. 20,000,000.00** (**Rupees Twenty Million**)

Site visit

(7.1)

Prior to submitting a bid, bidders shall familiarize themselves and shall be deemed to have done so. The bidders shall inform Engineering Manager, Engineering Function, Oil Installation, CPSTL, Kolonnawa (Tel. +94-11-2572214, Fax No. 0094-11-2531328) at least 02 days in advance with their names, NIC Numbers/Passport Numbers so that the CPSTL will arrange required permits for the site visit.

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

(9.1)	Employer's address for the purpose of clarification is;		
	Name:	Manager Procurement	
	Address:	Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.	
	Telephone: Fax: Email:	011 2572156 / 011 5750764 0112572155 procure@cpstl.lk	
(11.1)	The language	e of the bidding document shall be English.	
(12.0)	quantities and the Bid. Othe	Any Deviation from the scope of work, specifications, drawings, bill of quantities and addenda in the bidding document shall be clearly mentioned in the Bid. Otherwise, the Employer shall proceed with evaluation assuming that the Bidder is adhering to all requirements in the Bidding Document.	
(13.3)	Form of Bid	VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However, VAT component shall be shown separately at the end of the BOQ.	
(13.4)		The Contract is not subjected to price adjustment in accordance with Clause 47 of the Conditions of Contract.	
(14.1)	Not Applicat	Not Applicable	
(15.1)	The Bid shal	The Bid shall be valid up to 20.10.2020	
(16.1)	Bid shall include a Bid Security using the form included in Section 9.		
(16.2)	Bid Security shall be:		
	Thou	n amount Rs. 350,000.00 (Rupees Three Hundred Fifty sand Only). up to 17.11.2020	
		rities and Guarantees shall be on demand guarantees issued by a nercial bank operating in Sri Lanka and approved by the Central	

bank of Sri Lanka.

(19.2) a	The Employer's address for the purpose of Bid submission is		
	The Chairman, Department Procurement Committee, C/O Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya.		
(19.2) b	Contract name:		
(17.2) 0	"Construction of Pipe Supports and related structures of piping system in Zone 06 at Kolonnawa Installation."		
	Contract no. KPR / 24 / 2020		
(20.1)	The deadline for submission of Bids shall be 14.00 hrs on 21.07.2020		
(28.1)	Not applicable		
(30.0)	Deleted		
(34.0)	The amount of Performance Security is 5% of the Initial Contract Price.		
(36.0)	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).		
	Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared by the contractor and the Employer. 50% by the Employer and 50% by the Contractor.		

Contract Data

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

(1.1)	The Employer is		
	Name:	Ceylon Petroleum Storage Terminals Limited	
	Address:	Oil Installation, Kolonnawa, Wellampitiya.	
	Employers	Representative	
	Name:	Manager Procurement	
	Address:	Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.	
(1.1)	The Engineer is		
	Name:	Engineering Manager	
	Address:	Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya,	
(1.1)	following, t related work the entire w (i) The cros oper	of work of the contractor is defined in general and shall include the but not limited to the same. The bidder shall also carry out all the c that are not listed in this document, but required for completion of ork as specified in this Bidding Document. work consists of supply, fabricating and fixing of pipe supports, sing platforms, valve pit entrance platform, walkway handrail rational platforms for pump house, tank farm access stairs, pipe ch access ladders and electrical cable tray and "U" bolts.	
	tools Load poin	Contractor shall procure of all material, equipment, machinery, s, consumables etc. necessary for completion of above works. ding, handling and transportation of all materials from supply at / store at work site / Contractor's store as per the requirement he job.	

- (iii)The Contractor shall also carry out the jobs that are not specifically mentioned in this Bidding Document but required for successful completion of the job in all respects as per the standards, drawings and codes.
- (iv)Submission of soft copies and hard copies of, as built drawings, reports and required documents in English language as directed by the Engineer. Drawings to be submitted in AutoCAD (dwg) format.
- (1.1) The Site is located at Oil Installation Kolonnawa.
- (1.1) The Start Date shall be 14 Days from the Letter of Acceptance.
- (8.1) Schedule of other contractors: None
- (9.1) Schedule of Key Personnel:

Minimum persons with qualifications and experience to be defined, (a) Technical

Designation	Qualification	Experience
Site Engineer	BSc. (Eng.)	02 years
Technical Officer (01nr)	NDT (Mech)or equivalent	05 years

- (13.1) The minimum insurance covers shall be:
 - (a) The minimum cover for insurance of the Works and of Plant and Materials is 110% of initial Contact Price

The maximum deductible for insurance of the Works and of Plant and Materials is 5% of initial contract Price

- (b) The cover for loss or damage to Equipment is Contractor's responsibility.
- (c) Insurance cover to the amount of Rs. 20,000,000.00 for the entire period of work for the loss or damage to the properties of CPSTL within the Kolonnawa Installation before commencing the execution of the work.
- (d) The minimum cover for personal injury or death, for third party and employees of the Employer and other persons engaged by the Employer in the Works is Rs. 1,000,000.00 per person, per event.

- (13.2) (a) A copy of insurance policy for the workmen of the contractor and other employees of the contractor as per the Workmen Compensation Act shall be forwarded to CPSTL prior to commencement of the work.
- (17.1) The Intended Completion Date for the whole of Works shall be 150 Calendar days from the Date of Commencement of Works

Working Hours

- i. Normal working hours of CPSTL from Monday to Friday is from 0730 hrs. to 1645 hrs.
- ii. In the work programme 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.
- 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.

(19.1) <u>Special Safety Conditions</u>

- i. Fire blanket are to be laid before starting hot work at site where ever required.
- ii. The work/workers should conform to the Fire & Safety rules and regulations of CPSTL and they should wear safety belts when working at high elevations.
- 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, Kolonnawa 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. The Oil Installation, Kolonnawa 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 in to the Oil Installation, Kolonnawa. Those who possess valid police clearance are eligible to obtain gate passes. Safety clearances to be obtained before enter to the tank farm.
- vi. 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.
- (21.1) The Site Possession Date shall be 14 Days from Letter of Acceptance
- (27.1) The Contractor shall submit a programme for the Works within 14 Days of delivery of the Letter of Acceptance.
- (27.3) The Programme will be updated **Monthly**.

If any time should it appear to the Engineer that the actual progress of the work does not conform to the approved programme, the contractor shall produce, at the request of the Engineer a revised programme showing the modifications to the previously approved programme necessary to ensure completion of the work within the stipulated time of completion.

(27.4)Failure on the part of the contractor to submit and obtain approval for the revised programme 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 programme of work submitted to the Engineer. The amount to be withheld for late submission of a Programme is an additional retention of 5% of the immediate claim (35.1)The Defects Liability Period is **180** Calendar Days. (39.2)Not applicable. Minimum amount of Interim Certificates is Rs. 7.000,000.00 (43.0)(46.1) All Payments shall be made in Sri Lanka Rupees. (47.1) The Contract Price is **not subjected** to price adjustment (48.1)The retention from each payment shall be **10%** percent of the certified work done. The limit of retention shall be 5% percent of the Initial Contract Price. (49.1) The liquidated damages for the whole of the Works shall be **0.1% of Initial Contract Price per Day.** (50.1)The maximum amount of liquidated damages for the whole of the Works shall be **10%** of the Initial Contract Price. (52.1) The amount of Performance Security is **5** % of the Initial Contract Price. The Performance Security shall be valid until 28 days beyond the completion date of Defects Notification Period. Performance Security acceptable to the Employer according to the given format in the bidding document shall be an unconditional on demand bank guarantee obtained from a commercial bank operating in Sri Lanka and approved by the Central bank of Sri Lanka. (58.1) Schedule of operating and maintenance manuals.

- (60.1) The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works is 25%.
- (63.7) The attendance fee payable to the Contractor on nominated sub-contract work shall not exceed 8%.

SECTION 6

* SPECIFICATIONS

SPECIFICATION

The works under this contract shall be executed in accordance with the Specifications given in the following documents and in accordance with the particular specifications of the contract.

Publication No.	Description
SCA/4/I	Specifications for Building Works (Vol. I) Third Revision, July 2004
SCA/4/II	Specifications for Building Works (Vol. II) Second Revision, Oct 2001
SCA/8	Specification for Electrical and Mechanical Works associated with Building and Civil Engineering, Sri Lanka, Second Edition, August 2000

It is implied that the eligible Bidders are fully acquainted with the above Documents and therefore, those will not be issued to the Bidders under This Tender.

However Bidders may purchase the same if necessary, from Construction Industry Development Authority (CIDA), "Savsiripaya", 123, Wijerama Mawatha, Colombo 07.

PARTICULAR APPLICATION

SPECIFICATIONS, SCOPE OF SUPPLY AND SCOPE OF WORK

1. Scope of Supply by CPSTL

1.1. <u>Construction Utilities</u>

- 1.1.1 Electricity and drinking water that would be supplied to the contractor to undertake this work would be charged from the contractor per meter readings/ estimate. The perspective contractor is required to indicate his requirements of power from the CPSTL in his offer for evaluation purposes. Or the contractor shall arrange his own source of electricity and water.
- 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 05 conditions.
 - (i) Access to 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 only 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 work site. 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 2.14 are satisfied.

CPSTL will reserve the right to disconnect the power supply to the contractor without prior notice, if any of the foresaid conditions are violated.

2. Contractor's Scope of Supply

Contractor shall supply construction equipment, materials, consumables and other requisites as follows;

- 2.1. All materials such as I-beams, Channel irons, Angle irons, Steel plates, flat iron, GI pipes & accessories, nut & bolts, Anchor bolts, Screws and other required materials as necessary shall be supplied by the Contractor.
- 2.2. Supply of approved primer, paint and thinner required for all painting work.
- 2.3. Supply of all consumables such as welding electrodes, gas for cutting, cutting/grinding discs, temporary erection material, grit for blast cleaning and all other consumables necessary for the proper execution of the job.
- 2.4. All direct requirements for field equipment such as fuel, lubrication oil etc. the contractor intends to mobilize at site.
- 2.5. Supply of all construction equipment such as welding machines, air compressors, cranes, Compactors, Breakers, transporting vehicles, concrete cutter & other rigging equipment, jacks, scaffolding material & planks, fire blankets & fire barrier materials and tools where necessary.
- 2.6. The Contractor shall submit a bar chart (Gantt chart) for the total project clearly indicating the various phases of the contract, breakdown of manpower and equipment and organization chart allocated for this contract. This is further explained in Schedule under "Proposed work programme".
- 2.7. Successful contractor should submit the performance bond and insurance cover as per Schedule.
- 2.8. Water

It would be the contractor's responsibility to ensure a continuous supply of water for the work during the construction period at his own cost and obtaining necessary connections including internal plumbing necessary equipment etc. In the case of a shortage of water for the work the contractor shall ensure that adequate water supply is maintained for the work through other means, and at own expense.

2.9. Electricity

It would be the Contractor's responsibility to ensure a continuous supply of electricity for the work during the course of construction at his own expense and obtaining the necessary connections. In the case of breakdown of power supply during working hours the Contractor shall ensure that electricity is provided for the work through other means, and at his own expense.

Electrical power supply for construction work

- i. 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
- ii. Contractor's power distribution board should consist of adequate over current and earth leakage protective devices for safety of men and machinery.
- iii. 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.
- iv. 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.
- v. The whole electrical installation of the contractor should conform to IET wiring regulations (17th Edition) published by the Institution of Engineering and Technology (I.E.T), London.

2.10. Quality of Material and Equipment

The Contractor shall supply all equipment, material and accessories to be used under the scope of this contract with a proven quality.

All materials and equipment supplied by the contractor are subjected to approval by the Engineer.

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.

2.11. Safeguarding the Materials and Equipment

CPSTL shall not be responsible for theft damage or loss of any of the materials and equipment during the installation. Equipment shall be covered and protected against dirt, water, moisture, sand and chemical or mechanical injury. Upon completion of all works the materials and equipment shall be thoroughly cleaned, adjusted and tested to demonstrate its proper operation to the Engineer. All materials and equipment shall be properly and adequately protected by the contractor before, during, and after installation. Material or Equipment damaged due to inadequate attention of the Contractor shall not be accepted and Engineer reserves the right to request replacements for such equipment at the handing over. It is the responsibility of the Contractor to clean the installation at close of work every day and also to hand over a clean and neat installation at completion.

3. Contractor's Scope of Work and Specifications

3.1 Contractor's Superintendence

This shall be read in conjunction with General Conditions of Contract. The contractor or his representative must be on the work site during the working hours. The instructions given by the Engineer's representative to the Contractor's representatives in the absence of the Contractor shall be considered as given to the Contractor himself.

- 3.2 Site preparation
- 3.2.1 Excess excavation shall be back filled with suitable soil according to the relevant standard and shall be mechanically compacted.
- 3.3 Steel Structural
- 3.3.1 Drawings provided to the contractor are drawn as a general design for pipe supports and platforms. Contractor shall be responsible for checking of provided drawings with the actual dimensions at the location. Suitability of the method shall be informed to CPSTL in writing.
- 3.3.2 Welding Procedure and Welder Qualification shall be as per Section IX of the ASME code. Welding electrode should be approved quality suitable for the purpose. (No need third party process)
- 3.3.3 All the steel members, plates, hand rails, brackets etc shall be fabricated as per the drawings and get the Engineer's approval before blasting/painting & installing.
- 3.3.4 Supply, fabrication and construction of steel structure of the pipe trench including platform, pipe supports, hand rails etc... according to the drawings, instructions, and as directed by the Engineer.
- 3.3.5 Supply, fabrication and installation of hot dip galvanized flat iron gratings as per the drawing
- 3.3.5 Galvanizing details
 All galvanizing work shall conform to ASTM A 123 or BS EN ISO 1461:2009.
 Average mean coating thickness of galvanizing is 85 microns. Touch up painting with Zn rich paint shall be attended on the galvanized surfaces wherever required after installation.

3.3.6 Qualification of welders Conduct tests for all welders assigned to manual and semi-automatic welding to demonstrate the welder's ability to make acceptable welds in accordance with section ix of ASME code and API 650 standards.

- 3.4 Painting
- 3.4.1 Application of Paint System

All the steel members (except G.I. and hot dipped steel items) such as I sections, plates, brackets, angle irons, hand rails, bolts etc... to be painted with primer, intermediate and finish paint.

3.4.2 Painting Systems for Steel Structure

Description	Thickness	Coat		
SIGMA COVER 280 – Yellow Green (PDS -	80 microns DFT	Primer		
7417) or equivalent				
SIGMA COVER 435 MIO Light Grey (PDS	100 microns	Intermediate		
-9553) or equivalent	DFT			
SIGMA COVER 456 – Grey Colour (PDS -	100 microns	Finish		
7466) or equivalent	DFT			
Required overall paint thickness	280 microns			
	DFT			
Sigma solvent – Thinner or equivalent or as specified in manufactures data				
sheet.				

3.4.3. Painting System for Hand Rails and Staircase

Description	Thickness	Coat	
SIGMA COVER 280 – Yellow Green (PDS -	60 microns	Primer	
7417) or equivalent	DFT		
SIGMA COVER 435 MIO Green- (PDS -7465)	75 microns	Intermediate	
or equivalent	DFT		
SIGMA COVER 456 – Black (PDS -7466) or	75 microns	Finish	
equivalent	DFT		
SIGMA COVER 456 – Yellow (PDS -7466) or equivalent			
Required overall paint thickness	210 microns		
	DFT		
Sigma solvent – Thinner or equivalent or as specified in manufactures data sheet.			

3.4.4 Specification for surface preparation

All the surfaces which are to be painted to be cleaned to confirm to Swedish Standard SA $2\frac{1}{2}$ by sand blasting.

Power tool cleaning confirm to ISO ST3

- 3.4.5 Approval for painting
- 3.4.5.1 All painting works shall be done as per the manufacturer's Datasheet. The whole area specified above to be painted with primer, intermediate and finish paint. The primer paint

is recommended to apply by Air Spray or Airless spray. The intermediate and finish coats are recommended to apply by Airless spray.

- 3.4.5.2 Hand rails painting may be done by power tool cleaning and brush painting if necessary.
- 3.4.5.3 Stripe coating is necessary as required (Ex welding seams, sharp edges etc.).
- 3.4.5.4 Approval for painting should be obtained from the Inspection Engineer or his representative, 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.
- 3.4.5.5 Prior to application of first finish coat after applying the required thickness of intermediate coat. 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 Engineer. The preparation of paint before application is to be done as per the instruction stated by the paint manufacturer.
- 3.4.5.6 The Engineer reserves the authority to accept or reject.
 - a. Prepared surface before painting depending on his observations.
 - b. Application of paint depending on the preparation of paint and the weather.

Painting carried out under doubtful weather condition is the responsibility of contractor. If any painting is found to be unacceptable the particular surfaces shall be made paint free and repainted at contractor's expense.

3.5 Erection of Scaffolding

Scaffolding should be erected to the approval of the safety department of CPSTL as follows:

- a. Should be of steel pipes and couplings, toe plates, platforms etc.
- b. 2" timber planks to be used for the platform and to be properly fastened at both ends.
- c. Ladders should be provided from the ground to the platform.
- d. After erecting the scaffolding, the contractor should obtain a written approval from the safety department of CPSTL before commencement of the work.
- e. Approval for the screening for grit blasting to be obtained from Fire & Safety Department of CPSTL after erection of scaffolding and prior to the grit blasting.
- f. A temporary screening for sand blasting should be erected to cover each sides of the construction site using scaffolding and suitable materials for the purpose. It should be erected in such a way as to give positive fire isolation. Further opening pipe joins and all valves near the construction site and as necessary shall be covered by a fire blanket. The contractor has the option of attending sand blasting and application of primer coat at the contractor's work shop.

3.6 Erection of Temporary Fire Barrier and Fire Blanket

A temporary fire barrier should be erected using corrugated metal sheets between

- a. Existing pump house and construction site;
- b. Tank yard side and as required.

It should be to a height of at least 1 m beyond the maximum working level starting from the ground. It should be erected in such a way as to give positive fire isolation. Further pipe rack running by the tank and all valves should be covered by a fire blanket.

3.7 Housekeeping and Site Cleaning

The Contractor shall maintain the good housekeeping in the site and vicinity of the site during construction and attend to cleaning of the site after completion of the work.

SECTION 7

✤ BILL OF QUANTITIES

PREAMBLE TO THE BILL OF QUANTITIES

- 1. This Bill of Quantities contains pages numbered from **39** to **51** Tenderers are requested to see that no page is missing, nor duplicate and that all TRADES are carried to **SUMMARY** at the end of the Bill of Quantities.
- 2. The Conditions of Contract, 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 buildings and be ready to work part by part as required by the Authorities of the Employer
- 9. Items in the Bill of Quantities marked "PROVISIONAL SUM" shall be executed if they are the subject of a written instruction from the Engineer. The rate/amount to be paid for works under Provisional Sum Items may based on any one of the following methods or as approved by the Engineer.
 - i) Rates as in Bill Items where applicable.
 - ii) Cost supported by purchase Bills from State Organizations or approved suppliers + 12%
 - iii) Amount paid to the sub contractors as approved by the Engineer + 12%
- 10. 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.

- 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.
- 12. Each item shall be priced by the Tenderer in Sri Lanka Rupees.
- 13. 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.
- 14. 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
- 15. 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.
- 16. All materials, equipment supplied shall be new, unused without any defects.
- 17. All materials used in the Works shall be of the best quality of their respective kinds as specified and shall be obtained form 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.
- 19. 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

GENERAL

It is the tenderer's responsibility to see that the prices include for complying with all the requirements of the other documents whether specifically referred to in Bill of Quantities.

The Tenderer is advised to visit the site of the proposed work and it is the responsibility of the Tenderer to ascertain the conditions governing access to the site, the extent of working space storage area etc.

The rate for each item shall also include for all the following.

- 1. Labour and all connected cost.
- 2. Materials and goods including all connected cost.
- 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.
- 4. Plant and equipment unless and otherwise included in preliminaries.
- 5. Protecting and clearing.
- 6. 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.

DAY WORKS SCHEDULES

DAY WORK SCHEDULE

LABOUR

The contractor shall state under item 1 below, the rate per hour irrespective of public holidays, etc. required for work ordered to be executed as Day work at the site of the works.

Day work rates quoted below shall also cover all the expenses of the contractor such as supervision, repairing and maintaining the tools necessary to each class of workman and particularly his profit & overheads without any taxes and / or Levies.

	DESCRIPTION OF LABOUR GRADES	RATE PER HOUR Rs.
Ι	Welder	
II	Fitter	
III	Unskilled Worker	
	Any Other Grades	
IV	Painter	
V	Mason	
VI		

PLANT & EQUIPMENT

The contractor shall state under item 2 below, the rate per hour for use of plant in good working condition and include for the cost of fuel, lubricants, transport to and from site wages & allowances of the operators, any other expenses and contractor's profit & overheads without any taxes and / or Levies.

	DESCRIPTION OF PLANT & EQUIPMENT	RATE PER HOUR RS.
Ι	Welding Plant	
II	Compressor	
III	Boom truck	
IV	Concrete mixture	
	Any Other Plant and Equipment	
V		
VI		
VII		

SECTION – 8

* DRAWINGS

LIST OF DRAWINGS

NO.	DRAWING TITLE	DRG NO.
01	Pipe support details	1658-1
02	Pipe support details	1658-2
03	Valve pit access platform & trench crossing platform	1658-3
04	Cable ladder arrangement	1658-4
05	Operation platforms & pipe support details.	1658-5
06	Pipe support details & fabricated grating details	1658-6

SECTION – 9

* 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]

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

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

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 d	emand in writing
accompanied by a written statement stating that the Bidder is in breach of	f its obligation(s)
under the bid conditions, because the Bidder:	

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

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

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

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

CHECK LIST FOR BIDDERS

CHECK LIST FOR BIDDERS

Bidders are advised to fill the following table.

ITEM	ITB	YES	REFERENCE
	Clause	(tick)	
Form of Bid			
Addressed to the Employer?	18		
Completed?	18		
Signed?	18		
Bid Securing Declaration Form (if required)			
Properly filled and signed	16		
Bid Security (if required)			
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	10		
account?			
Bid package			
All the documents given in ITB Clause 12	12		
enclosed in the original and copy?			
ITB Clause 19 followed before sealing the Bid	19		
package?			