



CEYLON PETROLEUM CORPORATION

(Established by Parliament Act Number 28 Of 1961)

BID DOCUMENT

FOR
CONSTRUCTION OF FOUNDATION OF
TANK NO 07
(C/43/2017)

*Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda,
Kelaniya,
Sri Lanka.*

*Telephone : +94 11 2401359/5668564
Fax : +94 11 2400102/2400436*

CONTENT

1. Instructions to Bidders

- 1.1 Introduction
- 1.2 Basis of Contract
- 1.3 Basis of Bid
- 1.4 Bid Document
- 1.5 Bid Security Guarantee
- 1.6 General Information to be Included in the Bid
- 1.7 Acknowledgments
- 1.8 Amendments/ Clarifications
- 1.9 Closing date of Bid
- 1.10 Opening of Bid
- 1.11 Period of Validity of Bid
- 1.12 Manpower and Recourse Schedules
- 1.13 Bid Evaluation & Selection
- 1.14 Right of Procurement Committee
- 1.15 Notice of Acceptance
- 1.16 Declaration

2. Conditions of Contract

- 2.1 Performance Guarantee
- 2.2 Schedule of Payments
- 2.3 Tax Liabilities
- 2.4 Part Payment/ Retention Money
- 2.5 Liquidated Damages
- 2.6 Defaulting Contractors
- 2.7 Project Schedule
- 2.8 Termination of Contract
- 2.9 Force Majeure
- 2.10 Safety Regulations & Regulations for the Prevention of fire
- 2.11 Security clearances
- 2.12 Arbitration

3 Scope of Supply & Scope of Work

- 3.1 Scope of Supply by CPC
- 3.2 Scope of Supply by contractor
- 3.3 Contractor's Scope of Work
- 3.4 Manpower & Schedules
- 3.5 Inspection & Testing
- 3.6 Guarantees

4. SCHEDULE

SCHEDULE A	-	FORM OF BID SECURITY GUARANTEE
SCHEDULE B	-	FORM OF BID
SCHEDULE C	-	SCHEDULE OF PRICES
SCHEDULE D	-	FORMAT OF PERFORMANCE GUARANTEE
SCHEDULE E	-	FORMAT OF ADVANCE PAYMENT GUARANTEE
SCHEDULE F	-	FORM OF AGREEMENT
SCHEDULE G	-	CONSTRUCTION DRAWING LIST

1. INSTRUCTIONS TO BIDDERS

1.1 INTRODUCTION

- 1.1.1 Chairman, Departmental Standard Procurement Committee (hereinafter called DSPC) on behalf of Ceylon Petroleum Corporation, Refinery Division (CPC), hereby calls bids from firms (hereinafter called bidders) having experience in the construction of reinforced concrete structures for construction of foundation of tank 07. Tank 07 located in the Tank farm of the Refinery is a steel petroleum storage tank having diameter of about 21.4 m and which is presently under maintenance. The tank foundation construction shall be carried out as per the attached construction drawings and the detailed scope of work & technical specifications given in this Bid Document, at the Oil Refinery premises situated at Sapugaskanda, Kelaniya, Sri Lanka.
- 1.1.2 Bid documents will be issued to bidders who produce documentary evidence from clients of carrying out reinforced concrete construction work in the past 5 years and registration with **Institute for Construction Training & Development (ICTAD) Sri Lanka at Grade C8** or above.
- 1.1.3 The tank site is located at CPC Refinery at Sapugaskanda, Kelaniya, Sri Lanka and 17 Km by road from Colombo, Sri Lanka.

1.2 BASIS OF CONTRACT

- 1.2.1 The contract will be carried out on measure & pay basis. The lump sum fixed price covers the total cost for completion of the entire job as per the scope of work in this Bid document, NBT, VAT, all local taxes including the withholding tax, employee provident fund and insurance of construction labour, supervision, transportation costs, cost of construction equipment & material.
- 1.2.2 The contract will be entered into with CPC.
- 1.2.3 The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of CPC.

1.3 BASIS OF BID

- 1.3.1 Bidders are to submit completely furnished details given in attached "SCHEDULE B & C" Form of Bid & Schedule of Prices, giving a price for the entire job as per the scope of work in this Bid document NBT, VAT, all local taxes including withholding tax, and provident fund, insurance of construction labour, supervision, transportation costs, cost of construction equipment, material etc.

The bidders who are registered for the purpose of NBT & VAT should indicate the amount of NBT & VAT claimed separately in the bid documents along with NBT &

VAT registration number. If the bidder is not registered for NBT & VAT, only the net value of the bid shall be indicated.

- 1.3.2 A clear breakdown of the fee as requested in SCHEDULE C "Schedule of Prices" shall also be submitted.

- 1.3.3 Additional services provided by the bidder not covered by this Bid document shall be clearly stated for the consideration of DSPC.
- 1.3.4 Exceptions to CPC's Bid document shall also be clearly stated by the bidder. If no exception is stated, DSPC would assume that the bidder fully conforms to the conditions in this Bid document.
- 1.3.5 All alterations & erasers in bid offer shall be initialed by the bidder.

1.4 BID DOCUMENT

1.4.1 The Bid Document shall be obtained from

Deputy Engineering Manager (Planning)
Ceylon Petroleum Corporation
Refinery Division
Sapugaskanda, Kelaniya
Sri Lanka
Tel-No 0094-11-5668564

Bid document will be issued up to **31st October 2018 at 15.00 hrs.** A non-refundable bid deposit of **Rs. 1,500/=** (with all tax) will be charged at the time of collection of bid documents.

Photo copy of the bid deposit receipt shall be enclosed with the offer.

1.4.2 Pre- bid meeting

Pre-Bid meeting will be held on at **25th October 2018 at 10.00 hours** at the Deputy Refinery Manager (Maintenance & Projects) s' office of CPC Refinery.

Attendance to this meeting by a technically competent authorized, representative of the bidder (with a letter of authorization) will be compulsory and if not attended the offer from such bidder will not be considered for evaluation. All costs incurred in attending to this pre- bid meeting will have to be borne by the bidders themselves.

CPC reserves the right to change the pre- bid meeting date due to any unforeseen reason and if changed, will be notified to the bidders who collected Bid Documents.

For this purpose, the Bidders shall inform the contact person and his telephone number when collecting the Bid Documents.

1.5 BID SECURITY GUARANTEE

- 1.5.1 Each bid shall be accompanied by a Bid Security Guarantee undertaking that the offer will be valid up to 03rd January 2019 (63 days) and that the offer will not be withdrawn during that period. Such Bid Security Guarantee shall be in the form of a guarantee issued by a reputed commercial bank operating in Sri Lanka and acceptable to CPC and should be encashable on demand and payable to CPC equivalent in value of Sri Lanka Rupees **30,000/=**
- 1.5.2 The bid security guarantee shall be valid up to **17th January 2019 (77 days** from the date of opening of bids) and shall be in accordance with the specimen in SCHEDULE -A, "Form of Bid Security Guarantee ".
- 1.5.3 Failure to submit the Bid Security Guarantee at the time or before the closing of the bids with a validity period 77 days and in accordance with the above said requirements will result in the bid being rejected. Bid Security Guarantee from unsuccessful bidders will be returned to them after an award is made in accordance with the above said requirements.

- 1.5.4 The Bid Security Guarantee of the successful bidder will be returned after receipt of the Performance Guarantee.

1.6 GENERAL INFORMATION TO BE INCLUDED IN THE BID

- 1.6.1 Bidder should state in his bid offer address including fax (if any) to which orders, notices and correspondence related to bid offer is to be sent. Any change of address should be notified to CPC and any such change shall be valid only when such notification has been acknowledged by CPC.
- 1.6.2 Background of the bidder, place of business, number of years of experience in the field of construction, financial report of the company for the last 3 years and names and addresses of (present & former) clients other than CPC. Indication of similar jobs in hand and including their values.
- 1.6.3 Bidder's company profile
- 1.6.4 Plan or method of carrying out work.
- 1.6.5 List of construction equipment to be used at the Refinery site by the contractor

1.7 ACKNOWLEDGMENTS

Bidders shall answer by fax for any written query raised by DSPC on the proposals at the stage of evaluation of bids.

1.8 AMENDMENTS/CLARIFICATIONS

- 1.8.1 DSPC reserves the right to issue amendments to the Bid document as and when deemed necessary up to the time of pre- bid meeting given in Para 1.4.2.

Bidders if they so desire may seek request additional information or clarification on this Bid document or seek any other pertinent information from the:

Deputy Refinery Manager (Maintenance & Projects)
Ceylon Petroleum Corporation
Refinery Division
Sapugaskanda, Kelaniya.
Sri Lanka.

Tel.No.0094-11-2400431/ 2400427/5668564

Fax No.0094-11-2400102/ 2400436

All clarifications shall be made within 2 weeks, before the closing date of the bids.

Where prospective bidder has not sought any such clarification, such bidder shall be deemed to have accepted the Bid document in full.

Bidders must acquaint themselves fully with the conditions of the site and Bid document. No plea of lack of information will be entertained at any time or stage of the proposal and implementation of the project.

1.9 CLOSING DATE OF BIDS

- 1.9.1 Bids are to be furnished in accordance with all relevant information given in this Bid document.
- 1.9.2 One original and a copy of the bid proposals are to be submitted. The figures given in the original will be binding and any deviations in the copies in the course should not be taken into account and the price given in will be considered as the covering price for the entire job.

Bids are to be submitted before 14.30 hours of Sri Lanka time on 01st November 2018

To: Chairman,
Departmental Standing Procurement Committee,
Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda,
Kelaniya.
Sri Lanka

- 1.9.3 Bid proposals may be sent to above address given in the Para 1.9.2 by registered post or delivered at the above address and deposited in the **tender box at Refinery Manager's Office**, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya. Bids sent under registered post must reach the above address before the given time and date of closing of Bid given in Para 1.9.2.

Bids received prior to the bid closing time will be kept secure and un-opened until the time and date of opening given in Para 1.9.2. DSPC will not take any responsibility for any bid documents sent by post, which has not been received by DSPC.

Reference "**construction of foundation of tank No. 07**" shall be written on the top left hand corner of all bid proposal covers and all sealed envelopes.

1.10. OPENING OF BIDS

- 1.10.1 Bids will be opened just after **14.30** hours on **01st November 2018** at

Main Conference Room
Ceylon Petroleum Corporation
Refinery Division
Sapugaskanda, Kelaniya.
Sri Lanka.

Bidders may attend the opening of bids if they so desire, Bidders' representative must carry an authoritative letter and identity from the main contractor. Aggregate Bid, prices will be read out in public at the opening of bids.

1.11 PERIOD OF VALIDITY OF BID

Bid offers should be valid for acceptance up to **03rd January 2019** (63 days from the date of opening of bids). No price variation is allowed until the completion of the contract and the project/work acceptance letter is issued by CPC, except variations due to legislation and statutory changes of the Government policies/ regulations.

1.12. MANPOWER AND RESOURCE SCHEDULES:

- 1.12.1 Bidder is requested to provide a complete schedule of manpower at various grades deployed at site during execution of the project. A technical person with Bsc engineering degree or higher qualification shall be available full time at site.
Contractor should submit the list of man power available for this particular job by names and categories like site engineer, supervisor, masons, carpenters, bar benders & helpers etc., along with the bid. A Bio data/Resume of the supervisor going to be employed for this job also will have to be provided along with the offer.
- 1.12.2 Bidders are requested to submit a complete list of construction equipment which will be at site of construction.
- 1.12.3 Contractor shall submit a bar chart along with the offer for the total work clearly indicating the various phases of contract, breakdown of manpower, equipment and organization chart allocated for this contract.

1.13 BID EVALUATION & SELECTION:

Following the opening of bid proposals, all bids will be evaluated by DSPC. A responsive bid is one which accepts the terms and conditions of the Bid document. Domestic preference will be offered for local companies as per the Clause no.7.9.5 of the "Procurement Guidelines 2006" issued by the National Procurement Agency.

1.14 RIGHTS OF PROCUREMENT COMMITTEE

DSPC reserves the right to accept or reject bids without assigning any reason. DSPC will accept the lowest responsive bidder. DSPC/CPC is not responsible for any expenses or losses whatsoever which may be incurred by a bidder in the preparation and submission of the bid or bid security guarantee.

1.15 NOTICE OF ACCEPTANCE

Acceptance of bid will be communicated by fax / E-mail and confirmed in writing by registered post to the successful bidder to the address given by him in the Form of Bid, soon after the receipt of the Procurement Committee decision. Any change of address of the bidder shall be promptly notified to the **Deputy Refinery Manager (Maintenance & Projects), Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.**

Very Important -

Bidders shall indicate the title of the bid and the tender reference number in all correspondences in respect of this tender

1.16 DECLARATION

Bidders should declare that they have read the conditions and that they make the offer in compliance with and subject to all the conditions thereof and agree to perform the services in accordance with the said conditions in the manner therein set out and in terms of this offer a "Form of Bid" SCHEDULE 'B' is attached.

2. CONDITIONS OF CONTRACT

2.1. PERFORMANCE GUARANTEE

- 2.1.1 On the bid being accepted, CPC will notify such acceptance by letter of award (either by Letter of Intent) to the successful bidder whose bid has been accepted. Such notification shall require the successful bidder to furnish at his own cost and expenses, a Performance Guarantee through a reputed commercial Bank in Sri Lanka acceptable to CPC in a sum of not less than 10% of the full contract price of the successful bidder at or before the time and date specified in such notification. The Performance Guarantee shall be strictly in the form given in schedule ' SCHEDULE D' "Form of Performance Guarantee" of this Bid document.
- 2.1.2 If the successful Bidder fails to furnish a performance security guarantee as provided therein, the Bid Security of such bidder will be forfeited at the sole discretion of the DSPC and such bidder will be placed in the list of defaulting contractors.
- 2.1.3 DSPC shall forthwith be entitled in its absolute discretion to select and offer other suitable party as it may think fit (whether another bidder or not) at the risk and expenses of the defaulting contractor and make arrangements required for the performance of the successful bidder whose bid has been accepted and shall be further entitled to recover from the defaulting contractors all loans, costs damages and expenses CPC may sustain in consequences of default by the said default contractor.

2.2 SCHEDULE OF PAYMENT

- 2.2.1 Advance payment to a maximum of 10% will only be paid on submission of a bank guarantee from a reputed commercial bank operating in Sri Lanka acceptable to CPC. The advance payment guarantee shall be in accordance with the specimen in SCHEDULE -E, "Format of Advance Payment Guarantee ".
- 2.2.2 In case of advance payment, the full amount of advance payment will be deducted from first part payment.
- 2.2.3 Progress/part payments will be made on the basis of 75% of the value of work completed. The balance 25% will be retained until the successful completion and handing over of the tank to CPC and released subject to retention condition in clause 2.2.4. Part payment will be made to contractor within one month of finalizing their submission of part payment bill by the contractor.
- 2.2.4 Five (5%) percent of the total contract value will be withheld at the final payment from the retention money of progress payments mentioned in clauses 2.2.3 which will be released 12 months after successful completion and acceptance of the job.

2.3 TAX LIABILITIES

- 2.3.1 Contractor shall be liable to pay the taxes levied by the Sri Lankan Governmental Authorities such as the Inland Revenue Dept. or Local Government Authorities on, its income and profits derived from execution and shall also be liable for all income taxes of its sub-contractor's personnel and the local agents.

Contractor shall accept liability to pay all taxes, turnover tax, NBT (Nation Building Tax), Value added tax, other taxes like import duty levies, fees, stamp duties, and the like including but not limited to any sales or with holding taxes levied by whatsoever authorities in respect of the construction equipment, material supplied and any other equipment incorporated on this project.

2.4 PART PAYMENT/RETENTION MONEY

As agreed and given in schedule of payment under section 2.2 of this Bid document, CPC will honor any part payment bills. Retention money will be withheld from such part payments at the rate of 25% of that part payment bill. 5% of the total contract value will be withheld from the final payment as retention money after successful for completion and acceptance of work by CPC. This retention will be released 12 months after completion and acceptance of work by CPC.

2.5 LIQUIDATED DAMAGES

The successful contractor will pay to CPC, as liquidated damages for failure to comply with contractor's obligation to complete the work in the time guaranteed, an amount for each week delayed after the said date, at the rate of 2% of the contract price per week subject however that the maximum liability of the contractor will not exceed 10% of the contracted lump sum fixed price.

2.6 DEFAULTING CONTRACTORS

Bid offers will not be entertained from firms or persons who have been placed on the list of defaulting contractors of the government of Democratic Socialist Republic of Sri Lanka or the CPC.

2.7 PROJECT SCHEDULE

Project schedule from the date of award of contract to completion of work, site cleaning and handing over the site shall be **Two** months. The bidder should submit an overall project schedule showing the number of calendar days required to reach the date of completion and showing the time required for completion of various phases of work, and resource allocation such as welders, fitters, etc.

2.8 TERMINATION OF CONTRACT

CPC reserves the right to terminate the contract under the following conditions, in which event Performance Bond of the contract will be forfeited.

- (a) The Contractor stops work for 7 days when no stoppage of work is shown on the current program accepted by CPC and the stoppage has not been authorized by the CPC.
- (b) The Contractor has delayed the completion of the work by the number of days for which the maximum amount of liquidated damages has been deducted, as defined in clause 2.5 of the Bid document without CPC's prior approval.

2.9 FORCE MAJEURE:

Contractor or CPC shall not be responsible for any delay or failure hereunder Resulting from causes beyond their control including but not being only restricted, to acts of god, fires, explosions, flood, earthquakes, wind storms, national strikes, national riots national walk-outs, national boycotts, wars, laws, regulations or acts of any government or from other cause beyond contractor's control and which by the exercise of due diligence contractor or CPC is unable to prevent.

2.10 SAFTY REGULATIONS & REGULATIONS FOR THE PREVENTION OF FIRE

(To be observed by the contractor, his sub-contractors and his and their workers, agents and invitees)

All persons engaged in work at Ceylon Petroleum Corporation, Refinery, Sapugaskanda (hereinafter called the Refinery) shall be acquainted with the following regulations and their consent to abide by them shall be an essential condition of their permit to work at the Refinery.

1. The whole of the premises within the boundary fence is constituted a danger area with the exception of any area expressly exempted by the Refinery Manager (hereinafter called the Manager).
2. All employees, agents and invitees of the Contractor who may not be aware of the exact locality of any area expressly exempted from the danger area must assume that any part of the Refinery is a danger area and act accordingly. The scope of work in this tender is to be carried out in the tank farm of the refinery where tanks and pipelines containing petroleum products which are highly inflammable are located. therefore, the contractor shall strictly follow refinery safety regulations and regulation for prevention of fire.
3. Before work of any nature is commenced in any area by the Contractor, his employees, agents or invitees, the Contractor must obtain the Manager's authorized signatories necessary for excavation permits, safety certificates and clearance certificates and if the work involves sparks of flames, also a fire permit.
The Contractor, his employees, agents or invitees must observe all precautions stipulated in these documents. If the work cannot be completed in the period for which these documents are valid, the work shall be discontinued until the documents are renewed.
4. Persons under 18 years of age should not be employed by any contractor or by any sub-contractor for carrying out any contract work in any part of the Refinery.
5. It is a condition of the permit to work at the Refinery that all persons engaged at the Refinery shall submit to be searched by the Refinery's Security Officials. This search may take place, either at the time of entry to the Refinery or at any other place and during any time while the employees are in the Refinery, at the discretion of the Senior Security Officer, Refinery.
6. Fire, naked flame, lighters, matches, petrol or any other flammable substance and any apparatus / equipment which can cause ignition should not be taken to the danger area by any contract personnel without a written authority signed by the manager's authorized representatives. Such written permit shall be valid for the period stated therein and must be returned to the Head of Fire Fighting and Safety, Refinery.
7. No dry battery or accumulator type of electric hand-lamp or hand-torch, which is not of a flameproof safety type, approved by the Manager, may be taken to the danger area.
8. Smoking is strictly prohibited in any part of the Refinery.
9. No fires shall be lit and no matches shall be ignited in any part of the Refinery without a special fire permit being given and signed by the Manager's authorized signatory.

10. The contractor shall observe the speed limit of 30 KMPH for vehicles and 24 KMPH for motorcycles within the Refinery premises and all vehicles must be mechanically sound and have an efficient exhaust, silencer, horn, brake, filler cap and tyre of good condition. All contract drivers must possess a valid driving license.
The vehicles used by the contractor should only be driven on the recognized main roads in the Refinery and no vehicle should leave a main road and enter into an operational area without having a valid Fire and Safety Permit.
11. Mobile cranes and other lifting equipment used for the contract job must be load tested and test reports must be produced to the Fire & Safety Department.
12. If any contract work involves scaffolding, it should be erected as per Standard, Refinery Scaffolding Procedure. A copy of Standard Refinery Scaffolding Procedure should be requested when necessary.
13. All contract work should be stopped if the fire siren is sounded or in case of a Refinery Emergency.
14. (a) The Contractor shall ensure that his employees and those of any of his sub-contractors shall not make use of any equipment, material or property of any kind whatsoever belonging to the Corporation unless the written permission of the corporation has been obtained beforehand.
(b) The Contractor shall ensure that so far as is compatible with the work being carried out, the area in which his workers and /or agents are working shall be kept free of all equipment, material or property of any other kind which may constitute an accident hazard. If it is necessary in the opinion of the Contractor for such equipment, material or property to be on site, it will be the Contractor's responsibility to ensure all necessary safety precautions are observed by his own employees and those of his sub-contractors.
15. The contractor must supply all personal protective equipment necessary for the contract employees to carry out the contract work. All contract employees should follow Refinery Safety Regulations and ensure to wear personal protective equipments.
16. All accidents caused to the contractor's employees must be reported to the Fire and Safety Department immediately.
17. After completion of the contract work by the contractor the area involved with the contract work should be inspected by the Fire and Safety Department to ensure that the cleanliness and good house keeping practices had been followed. The area involved with the contract work should be certified by the Fire and Safety Department before the final payment is made
18. If the Contractor / Sub Contractor intend to use Electronic equipment / Radioactive equipment the contractor shall inform the engineer in charge and give the complete details of such equipment and the purpose for which such equipment is used and obtain the permission from the Electrical Department before commencing the contract work.
19. Any employee, agent or invitee of a Contractor consciously or without consciousness, breaking the above Rules shall be liable to have his permit to work at the Refinery terminated immediately.

20. In addition to the above it will be contractor's responsibility to abide by the relevant clauses of Factories Ordinance of Sri Lanka in respect of all work carried out at the site and the safety of personnel engaged and equipment used at site.

Contractor shall pay special attention to the following clauses of the Factories Ordinance of Sri Lanka. However, the responsibility of the contractor will not be limited to the clauses listed below but will cover all other conditions in the whole

Factories Ordinance and its amendments.

1. Clause 27 - Hoists and lifts
2. Clause 28 - Chains, Ropes & Lifting Tackle
3. Clause 29 - Cranes and other Lifting Machines
4. Clause 30 - Construction and Maintenance of floors, passages and stairs.

21. The mobile phones will not be allowed to bring Refinery premises with out proper authorization / approval.

2.11 SECURITY CLEARANCES

2.11.1 The Refinery premises is considered a high security zone and all contractors' personnel shall abide by the security regulations, prevailing and those which might be enforced as and when necessary due to changing circumstances. Police clearance for personnel going to be engaged in this job will have to be obtained and produced to CPC security by the contractor.

2.11.2 All contractors' personnel and their vehicles will be required to obtain gate passes before entering into the Refinery.

2.11.3 Any part of the work that is to be sub contracted should be notified during the process of bidding and the name of the contractor along with the offer. If the contractor is to be changed after the award, written permission of the CPC will have to be obtained.

2.12 ARBITRATION

2.12.1 All the disputes arising in connection with the present contract shall be finally settled under the rules of consolation and arbitration of the International Chamber of Commerce & Arbitration Act No.11 of 1995 of Sri Lanka by one or more arbitrators appointed in accordance with the said rules.

2.12.2 Performance of the contract shall continue during Arbitration proceedings.

2.12.3 All proceedings and hearings by the Arbitrator shall be held in Sri Lanka.

3. SCOPE OF SUPPLY & SCOPE OF WORK

3.1 SCOPE OF SUPPLY BY CPC

3.1.1 Construction Utilities

CPC will provide sufficient construction utilities at site at no extra cost to the bidder, which includes supply of construction electrical power and drinking water. But **no material will be supplied by CPC.**

3.1.1.1 The electrical power supply available to the contractor is 400 V AC, 4 wires (TPN), 50Hz and will be subject to following conditions.

3.1.1.2 Construction water and single-phase electricity.

3.1.1.3 The CPC Refinery Electrical Department will terminate the feeding cable(s) to suitable circuits isolating and interrupting devices such as a circuit breaker or a switch fuse at a convenient location. This installation will remain the property of CPC and the contractor will not have access to it.

3.1.1.4 It is the responsibility of the contractor to properly connect his main power distribution board(s) to the downstream side of the CPC switchgear, in consultation with the CPC electrical engineer.

3.1.1.5 The contractor's power distribution boards should consist of adequate over current and earth leakage protective devices for safety of men and machinery.

3.1.1.6 It is the responsibility of the contractor to maintain his switchgear and cable network in good condition, so as to provide, complete safety to men and machinery.

3.1.1.7 Power supply will be energized after a thorough check and inspection by the CPC electrical engineer, provided all requirements under clauses 3.1.2.4 and 3.1.2.5 are satisfied.

3.1.1.8 The whole electrical installation of the contractor should conform to the IEE Wiring Regulations (16th Edition) published by the Institution of Electrical Engineers (IEE) - London. The safe working voltage for all portable hand lamps and portable hand-held tools up to 2KW should not exceed 110V. (Only 110V, 1 phase center point earthed reduced low voltage system is allowed).

3.2 SCOPE OF SUPPLY BY CONTRACTOR

3.2.1 All Engineers, Supervisors, masons, carpenters, bar benders and Labourers required to carryout the job and safety gears for the Contractor's personnel shall be supplied by the Contractor.

3.2.2 Supply of all concreting material, bitumen, soil for filling, formwork & tor steel reinforcement. All tools & equipment including concrete mixer, poker vibrator etc. All skilled & unskilled labour including technical supervisory staff. The appointed supervisor shall be available at the site full time. All equipment should be maintained in good working order and tested when applicable and conform to requirements of the Factories Ordinance of Sri Lanka.

3.2.3 Contractor must obtain an insurance cover for all his man power and site equipment so that CPC will be released from any responsibility regarding accidents, losses, the damages etc.

3.3 CONTRACTOR'S SCOPE OF WORK

Contractors scope of work covers carrying out following civil works as per the tender document & instructions of supervisory staff of CPC. All work shall meet specifications & quality requirements of CPC supervisory staff. All the under mentioned conditions shall be completely fulfilled by the selected bidder for the completion of the total job. Duration of the job is 6 weeks from the date of handing over the site. The contractors work shall be supervised fulltime by a competent supervisor.

- 3.3.1 Tank 07 foundation is to be constructed in upper tank farm of the Refinery which is having diameter of about 21.4 m. Contractors scope of work covers carrying out following civil works as per the tender document, drawing and instructions of supervisory staff of CPC. All work shall meet specification and quality requirements of CPC.
- 3.3.2 Construction of reinforced concrete foundation as per given drawing round the tank as per specifications. This work includes excavation, shoring/dewatering (if necessary) laying lean concrete, erection of formwork, fixing of reinforcement, concreting etc. According to the site conditions, continuous construction of the ring wall may not be possible & if so the contractor shall construct the foundation by segments.
- 3.3.2 Preparing of bitumen sand mix, transporting, laying & compaction at the tank bottom inside concrete foundation after removing existing bitumen sand layer.
- 3.3.3 The site shall be cleaned to the satisfaction of CPC & handed over.

3.3.4 SPECIFICATIONS

- 3.3.4.1. Formwork shall be plywood or steel properly fabricated for preventing of leakage of grout & adequately supported to prevent movements during concrete compaction. It shall be coated with mould oil for a smooth finish of concrete surface.
- 3.3.4.2. Only SLS certified makes of tor steel is allowed to be used.
- 3.3.4.3. Concrete shall be mixed by a concrete mixer & properly compacted by using a compacting equipment & cured for minimum of 7 days. Concrete mix is 1:1½ :3(¾")
- 3.3.4.4. Bitumen sand mix of 1:5 sufficiently heated & mixed just before laying & compaction.

3.4. MANPOWER AND SCHEDULES:

- 3.4.1 Bidders are requested to submit a complete list of construction equipment which will be at site of erection.
- 3.4.2 Bidders are requested to provide a complete schedule of man power at various grades deployed at site during execution of the project.
- 3.4.3 Bidder must abide by Refinery Fire and Safety Regulation as given in section 2.10.

- 3.4.4 Bidders company shall have an experienced Engineer, who has experience in reinforced concrete construction work. Bidder shall forward Bio data of such experienced engineer with offer.
- 3.4.5 A qualified Engineer shall be available fulltime at the site and bidder shall provide complete Bio data of such engineer.
- 3.4.6 Bidder shall provide complete list of permanent carders including Engineers, Technicians, masons, carpenters, bar benders etc. with indicating their experience.

3.5 INSPECTION AND TESTING:

- 3.5.1 All construction work at site will be inspected by CPC inspection staff with concurrence of the contractor's own inspection.
- 3.5.2 In the event of any rejection arising out of quality of standard of construction work according to API Standard 650 (latest edition), such items shall be replaced by the contractor at no cost to CPC. In view of standard of construction work that have to be maintained, CPC reserves the right to reject services of workers not meeting up to skills required.
- 3.5.3 CPC inspectors & engineers will carry out inspection at all stages of construction.

3.6 GUARANTEES:

- 3.6.1 Contractor will guarantee that the construction hereunder shall be free from defects and shall conform to and shall perform so as to comply with tender specifications contained in Instructions to Bidders or other specifications as may be ordered or approved by CPC.
- 3.6.2 During the whole period from the commencement of construction/erection until 12 months after mechanical acceptance by CPC, Contractor shall immediately after receipt of written notice from CPC, repair or replace at its own cost and expense such material or workmanship supply which will be found to be defective.
- 3.6.3 Any cost of repair /replacement during the guarantee period of 12 months informed to the contractor and not repaired / replaced or undertaken by the contractor will be repaired /replaced by CPC and such cost will be deducted from the retention of 5% and the contractor will be considered to be defaulted & same will be notified to the contractor.

SCHEDULE – A

FORMAT OF BID SECURITY GUARANTEE

[This bank 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: Chairman, Ceylon Petroleum Corporation, No.609, Dr Danister Silva Mawatha, Baseline Road, Dematagoda, Colombo 09, Sri Lanka.

Date : [insert (by issuing agency) date]

Public Tender Reference : C/043/2017

BID GUARANTEE NO:[insert (by issuing agency) number]

We have been informed that [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called “the Bidder”) has submitted to you its bid dated[insert (by issuing agency) date] (hereinafter called “the Bid”) for execution of **construction of foundation of tank No. 07** under Bids No. [insert IFG 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 of 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 obligations(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 Bid Document (hereinafter “the Bid”) of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security; in accordance with the Bid Document.

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) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to [Insert 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)]

SCHEDULE –B

FORM OF BID

Chairman,
Departmental Standard Procurement Committee,
Ceylon Petroleum Corporation

Dear Sir,

Construction of foundation of tank No. 07

We hereby bid for **construction of foundation of tank No. 07** in conformity with the specifications as stated in the Instructions to Bidders.

Having perused the Instructions to Bidders for **construction of foundation of tank No. 07** and the Schedule of Prices referred to therein, I / We hereby agree to comply with the Conditions of the said Tender.

I / We undertake to conform to all the Terms & Conditions in the said Tender and the Schedule of Prices within the time specified.

I / We declare that I / We have perused the Performance Guarantee (Appendix “D”) and the Agreement (Appendix ‘F’) respectively and confirm our compliance with the said Performance Guarantee and Agreement in the event of award of Tender.

Unless and until a formal agreement is engrossed and executed this Form of Tender dated together with your written acceptance thereof shall constitute a binding contract between us.

I / We am / are fully aware that the acceptance of any Tender will be at the sole discretion of the Departmental Standard Procurement Committee, Ceylon Petroleum Corporation.

The Name and Address of Local Agent (if any) is given below.

.....
Signature of Bidder

Date :

Name of Local Agent (if any)

.....

Address :

.....

.....

SCHEDULE –C
SCHEDULE OF PRICES

Item	Description	Quantity	Unit	Rate (Rs)	Amount (Rs)
	No material will be supplied by CPC				
01	Excavation of Foundation, Back filling, Compaction and removal of excess earth.	30	Cube		
02	3” thick 1:3:6 (1”) lean concrete layer at the bottom of the trench	9	Square		
03	1:1 ½:3 (¾”) reinforced concrete in foundation (OR Grade 25 ready mixed concrete)	18	Cube		
04	Curved plywood or steel formwork for foundation.	20	Square		
05	Cut, bend and fix in position for steel reinforcement in foundation as per drawing Only for steel having SLS certification is allowed to be used.	3000	Kg		
06	Supply, lay and compact approved quality earth in foundation.	10	Cube		
07	Prepare, transport, lay and compact average 4inch thick bitumen sand layer in foundation to the required levels and slopes. This work includes removal of existing deteriorated bitumen sand layer before laying new layer. (Approx. area 39 Squares)				
		Item		Sum	
	Total				
	Add 2% NBT (If applicable)				
	Add 15% VAT (If applicable)				
	Total with Tax				

SCHEDULE - D

FORMAT OF PERFORMANCE GUARANTEE

..... [Issuing Agency’s Name and Address of issuing Branch or office].....

Beneficiary : Chairman, Ceylon Petroleum Corporation, No.609, Dr Danister Silva Mawatha, Baseline Road, Dematagoda, Colombo 09, Sri Lanka.

Public Tender Reference : C/043/2017

Date :

PERFORMANCE GUARANTEE NO:

We have been informed that [Name of Contractor] (hereinafter called “the Contractor”) has entered into Contract No. [reference number of the contract] dated with you, for the **construction of foundation of tank No. 07** (Hereinafter called “the Contract”)

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

At the request of the Contractor, we..... [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of..... [amount in figures] (.....) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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 scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

.....
[Signature(s)]

SCHEDULE - E

FORMAT OF ADVANCE PAYMENT

GUARANTEE

Advance payment securities shall be issued in the format given below.

-----[Name and address of Agency, and Address of Issuing Branch or Office] -----

Beneficiary: Chairman, Ceylon Petroleum Corporation, No.609, Dr Danister Silva Mawatha, Baseline Road, Dematagoda Colombo 09, Sri Lanka. [Name and Address of Employer].

Date: -----

ADVANCE PAYMENT GUARANTEE NO: -----

We have been informed that -----[name of Contractor/ supplier] (hereinafter Called “the Contractor”) has entered into Contract No.----- [reference number of the contract] dated ----- with you, for the -----(insert “construction” or “supply”) **construction of foundation of tank No. 07** [name of contract and brief description]. (hereinafter called “the Contract”).

Furthermore, we understand that, acceding to the conditions of the Contract, an Advance payment in the sum ----- [amount in figures] (-----) [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we ----- [Name of the issuing agency] hereby Irrevocably undertake to pay you any sum or sums not exceeding in total an Amount of -----[number of 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.

The maximum amount of this guarantee shall be set off from the payment due to the contractor as per the mode of payment stipulated under the “Conditions of Contract”.

This guarantee shall expire, Insert *the 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)]

The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract.

SCHEDULE - F
FORM OF AGREEMENT

AGREEMENT NO:

DATE:

THIS AGREEMENT made related in Colombo on this.....day of.....2018 between the Ceylon Petroleum Corporation established by Act No. 28 of 1961 and the amendment thereto and having its Head Office at No.609, Dr Danister Silva Mawatha, Baseline Road, Dematagoda , Colombo 09 and Principal Business Place at Oil Refinery, Sapugaskanda, Kelaniya, Sri Lanka (hereinafter referred to as the “Corporation” which expression shall mean and include the said Corporation, its successors and assigns) of the one part and.....

..... having its Registered Office at
.....
..... (Hereinafter referred to as “the Contractor” which expression shall mean and include the said -----
----- its successors and permitted assigns) of the other part.

WHEREAS the Chairman, Departmental Standard Procurement Committee, invited tenders for **construction of foundation of tank No. 07** for Ceylon Petroleum Corporation by Notice dated

AND WHEREAS ‘the Contractor’, submitted to the Chairman, Departmental Standard Procurement Tender Board, Ceylon Petroleum Corporation his offer Ref. No. dated in regard to the **construction of foundation of tank No. 07**, which offer had been accepted by the “Corporation” The said offer, Instructions to Bidder’s/Vendors, Specifications, all schedules mentioned in the tender, other Correspondence and Letters/Telexes of acceptance shall form part and parcel of this Agreement and be read and construed as one document.

NOW IT IS HEREBY AGREED AS FOLLOWS.

1. In consideration of the payment to be made to the Contractor as hereinafter mentioned the Contractor hereby covenants and undertakes with the Ceylon Petroleum Corporation to **construction of foundation of tank No. 07** in strict conformity in all respects with the provisions of this Agreement and in such quantities and on or before such time as specified in the Conditions of Contract/Letter of Acceptance.
2. The Contractor shall submit a Performance Guarantee/Letter of Guarantee from a Bank acceptable to the Corporation as security for the due performance of his obligations under the Agreement and on satisfactory completion of **construction of foundation of tank No. 07** specified herein, the Corporation shall release the Performance Guarantee/Letter of Guarantee, subject to whatever claims it may make on the Bank in respect of defaults on the part of the Contractor as provided herein.
3. The Contractor shall not assign or otherwise transfer or sublet his rights and obligations under this Agreement without the consent and authority of the Chairman, Ceylon Petroleum Corporation, nor shall he issue a Power of Attorney to any person whose name is on the state-list or Ceylon Petroleum Corporation defaulting Contractors, for carrying of the work under this Agreement. The Corporation reserves to itself the right to refuse to recognize a Power of Attorney issued by the Contractor to any person authorizing him to carry out this Agreement on the Contractor's behalf. The Contractor shall not employ for the purpose of executing this Agreement any person whose name is on the state-list or Ceylon Petroleum Corporation, defaulting Contractors or any other person to whom the Chairman objects after giving due notice of his objection in writing. Any breach of this covenant shall render the Agreement liable to cancellation without any compensation to the Contractor.

**Sub-letting
The
Contract**
4. Where the Contractor does not complete construction work in due time, in accordance with the stipulated and agreed dates as per Bid Document, the Ceylon Petroleum Corporation will have the right to make suitable alternate arrangements for the balance construction work and to claim from the Contractor, the additional expenses thereby incurred by the Ceylon Petroleum Corporation.

Delays
5. (a) If for any reason, in the opinion of the Ceylon Petroleum Corporation, the Contractor becomes incapable or unable to complete whole work in his Bid, the Ceylon Petroleum Corporation shall have the right to obtain this construction work from other sources without being liable in any manner whatsoever to the Contractor and the Agreement will stand terminated.

**Default
By the
Contractor**
- (b) If the Contractor defaults in the opinion of the Ceylon Petroleum Corporation, for the **construction of foundation of tank No. 07** or breaches the Conditions of this Agreement with the Ceylon Petroleum Corporation for the **construction of foundation of tank No. 07** according to specifications and conditions, the Contractor shall be liable to pay the Ceylon Petroleum Corporation all losses and damages incurred by the Corporation, as a consequence of such default or breach and the agreement will stand terminated.

6. Should the Contractor fail to finish the **construction of foundation of tank No. 07** within the time guaranteed, the Contractor shall be liable to pay as a pre-estimate of liquidated damages, at the rate of 3.5% of the contract price per week for such delayed period up to a maximum of 10% of the contracted lump sum fixed price. The Contractor in these circumstances will also render himself liable to be placed in the list of defaulting Contractors and be precluded from having any concern in the Ceylon Petroleum Corporation Tenders and the agreement will stand terminated.

Liquidated Damages

7. The Ceylon Petroleum Corporation agrees with the Contractor that payment to be made on the basis of 75% of the value of work completed. The balance 25% to be retained until the successful completion and handing over of the tank to CPC and to be released subjected to retention conditions as per the contract. Part payment to be made to the contractor within one month of finalizing the submission of part payment bill by the contractor.

Payment

8. All Notices and Orders to be served upon the Contractor shall be deemed to have been duly served if sent by registered post to -----
----- Which place the Contractor hereby selects for the purpose and it is further agreed that unless the Contractor shall forthwith notify the Chairman in writing of such changes and such notification is communicated to and received by the Chairman, the posting of letters, notices, orders or other documents to the address herein given shall for all purposes be deemed to be and constitute sufficient delivery of the same to the Contractor.

Serving Of Notice

9. If at anytime between the acceptance of the Bid and the completion of the **construction of foundation of tank No. 07**, the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in Bankruptcy then the Chairman, may, after giving seven (07) days notice in writing to the Contractor, terminate the Agreement.

Bankruptcy Of Contractor

10. (1) "Notwithstanding anything to the contrary that may be contained herein the parties agree that any doubt, difference, dispute, controversy or claim arising from, out of or in connection with this Agreement, or on the interpretation thereof or on the rights, duties, obligations or liabilities of any parties thereto or on the operation, breach, termination or invalidity thereof, shall be settled by arbitration as per the Arbitration Act No. 11 of 1995 in accordance with the Rules of the Arbitration Center of the Institute for the Development of Commercial Law and Practice".

Arbitration

(2) All proceedings and hearing of the Arbitration Tribunal shall be held in Sri Lanka and in the English Language by two Arbitration's, one to be nominated by each party to the reference.

11. Except as regarding Acts of God, war, strike, invasion, civil war, rebellion, revolution, insurrection military or usurped power, earthquake, plagues, direct Orders or government discontinuing work, the Contractor shall undertake all risks and liabilities of whatever kind arising out of or incidental to or connected with the supply. The Bidder/Vendor shall promptly give to the Chairman/, Ceylon Petroleum Corporation written notice of any loss of time due to such aforementioned caused and will provide to the Chairman, Ceylon Petroleum Corporation with evidence certified by the appropriate Authority in support of his claims or orders.

Force Majeure

Should any time be lost in a consequence of such aforementioned causes the date of

completion shall be extended by such delay.

Signed by the Chairman for and on behalf of the Ceylon Petroleum Corporation at on this day of Two Thousand in the presence of the following witnesses.

Signature of

Chairman

For and on behalf of

THE CEYLON PETROLEUM CORPORATION

Witnesses:

1

Address:

.....

2.....

Address:

.....

Signed by the said at On this Day of Two Thousand in the Presence of the following Witnesses: -

Signature of

Contractor

Name:

Address:

.....

Witnesses:

1.....

Address:

.....

2.....

Address:

.....

SCHEDULE - G

CONSTRUCTION DRAWINGS LIST

	Description		Drawing No
1.	Proposed Tank 07 Foundation	-	8867

BID NOTICE
CEYLON PETROLEUM CORPORATION
REFINERY DIVISION
CONSTRUCTION OF FOUNDATION OF TANK NO 07
TENDER N0 - C/043/2017

Departmental Standing Procurement Committee (DSPC) hereby calls bids for **Construction of foundation of tank No. 07** at the Petroleum Refinery, Sapugaskanda, Kelaniya.

Bid documents will be issued to bidders who produce documentary evidence from clients of carrying out reinforced concrete construction work in the past 5 years and registration with Institute for **Construction Training & Development (ICTAD) Sri Lanka at Grade C8 or above.**

A non-refundable bid deposit of **Rs. 1,500/=** (with all taxes) shall be paid to Refinery Finance Department at the time of collection of bid documents. Final date and time of issuing of bid documents will be on **31st October 2018 at 14.30 hours** and the closing date and time of receiving sealed bids will be on **01st November 2018 at 14.30 hours** and bids will be opened just after the closing of bids.

Bid documents and other details could be obtained from Deputy Engineering Manager (Planning), Refinery Division, Sapugaskanda, Kelaniya.

Bid document can be read in the www.ceypetco.gov.lk & www.news.lk web sites

Tel –94 11 2400427 / 2400431
Fax –94 11 2400431 / 2400436

Chairman (DSPC)
Ceylon Petroleum Corporation
Refinery Division,
Sapugaskanda,
Kelaniya.