



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

BIDDING FOR
REPAIRING OF 250M LENGTH OF 12" FUEL OIL LINE
FROM REFINERY TO KOLONNAWA – STAGE V

PL / 68 / 2018

CEYLON PETROLIUM CORPORATION

P.O. BOX 11

REFINERY DIVISION

SAPUGASKANDA

KELANIYA

SRI LANKA

GENERAL INFORMATION

CLIENT : **CEYLON PETROLEUM CORPORATION**

MAILING ADDRESS : **REFINERY DIVISION
P.O BOX 11
KELANIYA
SRI LANKA**

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DEPUTY ENGINEERING MANAGER
(PLANNING)**

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1. INSTRUCTIONS TO BIDDERS (ITB)

1.1. Introduction

The Chairman, DSPC (Minor), on behalf of Ceylon Petroleum Corporation Refinery Division (hereafter called CPC) invites bids from ICTAD registered organizations for repairing Of 250m Length Of 12" Fuel Oil Line or a part of said line from Refinery To Kolonnawa Stage 5 and complying API 570/574 latest editions. The job is intended to be carried out within two months period. **However the pipe line will be released 20 days period by 10 days' time slot at once for mechanical repairs. The contractor shall agree to complete all mechanical repairs strictly within allocated period.**

1.2. Basis of Bids

1.2.1. The contract shall be carried out on agreed quoted rates as given in the "schedule of prices", which shall remain fixed for the entire period of contract & subject to all terms & conditions of the contract.

1.2.2. Bidders are to submit a duly furnished Bid Proposal which shall consist of the documents stated in clause 1.6.

1.3. Basis of Contract

1.3.1. The jobs shall be carried out strictly in accordance with the terms & conditions of the contract stipulated in this bidding document & as per the scope of work /specification described under clause 03

1.3.2. The payment will be made for the actual quantum of work carried out as per the terms of payment stipulated under clause 2.2

1.4. Issue of Bidding Document

1.4.1. The bidding document shall be issued to firms who have experience as a main contractor in the construction of at least one work of similar nature and complexity equivalent to the proposed work over the period of 10 years & who have obtained ICTAD registration EM-3 and C6 or higher grade.

1.4.2. The bidder has to provide documents to prove such previous experiences.

1.4.3. Invitation to bidding document will be issued to eligible bidders on a payment of a non- refundable fee of **Rs.3,500.00** which shall be made in cash deposit to refinery finance department.

1.4.4. A photocopy of the receipt of the above deposit shall be submitted along with the offer for the bid to be considered for evaluation.

1.4.5. Bid submitted without the copy of the receipt might be rejected.

1.4.6. Bidding document can be obtained from.

Deputy Refinery Manager (Maintenance and Projects)

Ceylon Petroleum Corporation

Refinery Division

P.O.Box. 11,

Kelaniya.

Fax: 011 – 2400436

1.4.7. Bidding document will be available until **15.00 hrs. on 13th February 2019.**

1.5. Pre Bid Meeting

1.5.1 Pre Bid meeting will be held on the **06th February 2019 at 10.00 hours** at the office of Deputy Refinery Manager (Maintenance & Project), CPC Refinery Division, Sapugaskanda, Kelaniya. Attendance to this meeting by a technically competent authorized, representative of the bidder (with a letter of authorization) is a mandatory requirement and the offers from the bidders who were not present for the “Pre bid” meeting will be rejected. All costs incurred in attending to this pre bid meeting will have to be borne by the contractor.

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 have collected the Tender Documents. For this purpose the Bidders shall inform the contact person and his telephone number when collecting the Bidding document.

1.6. Documents to accompany the Bid

All bids should contain adequate particulars in respect of the contract.

Failure to furnish the following documents and details, before the closing of bid, may result in the bid being rejected. All documents shall be furnished in English language.

- 1.6.1. Company profile with past performance records of similar jobs
- 1.6.2. A true copy of ICTAD registration & business registration
- 1.6.3. Schedule of prices duly completed & signed (*All taxes such as NBT & VAT shall be indicated along with the rate/prices, but shall be shown separately where provided in the schedule of prices*)
- 1.6.4. Schedule of prices (Schedule-I) & Bid Proposal form (Appendix-III) duly completed & signed/stamped company seal
- 1.6.5. Bid Security Guarantee (as per Appendix - I)
- 1.6.6. Receipt of the Nonrefundable cash Deposit.

1.7. Submission, Sealing & Marking of Bids

Bids shall be submitted in duplicate as per the conditions specified in this Bidding document. The original and the duplicate of the bid should be placed in separate envelopes marked “**ORIGINAL**” and “**DUPLICATE**”. Both envelopes should be enclosed in one securely sealed cover, which should be marked “**REPAIRING OF 250M LENGTH OF 12" FUEL OIL LINE FROM REFINERY TO KOLONNAWA – STAGE V**” on the top left hand corner and statement, “**DO NOT OPEN BEFORE 1430 hrs. on 14th February 2019.**”

Procurement Committee- **Repairing Of 250m Length Of 12" Fuel Oil Line From Refinery To Kolonnawa – Stage V.**

Deputy Refinery Manager (Maintenance and Projects)

Ceylon Petroleum Corporation

Refinery Division

P.O.Box. 11,

Kelaniya.

1.8. Period of validity of Bids

- 1.8.1. Bid offers should be valid for acceptance for a minimum period of **77 days** from the date of opening of bids. Bidders should however, clearly indicate the maximum period that their offers would be valid. ***A bid valid for a shorter period will be rejected as non-responsive.***
- 1.8.2. Rates indicated in the Schedule of Prices (Schedule-I) shall be firm and shall not be subject to any price variation within the period of validity stated in (1.8.1) above.

1.9. Format & Signing of Bids

- 1.9.1. The bidder shall prepare ***an Original & a Duplicate*** of the Bid specified above, clearly marking as, ***“REPAIRING OF 250M LENGTH OF 12” FUEL OIL LINE FROM REFINERY TO KOLONNAWA – STAGE V” - Original and Duplicate*** as appropriate. In the event of any discrepancy between the *Original and Duplicate*, the Original shall govern.
- 1.9.2. The Original, and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the bidder to the Contract. ***All pages of the bid except for un-amended printed literature shall be initialed by the person(s) signing the bid.***
- 1.9.3. Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the person(s) signing the Bid.

1.10. Clarification of Bidding Document

- 1.10.1. A prospective Bidder requiring any clarification of the Bidding Document should notify CPC in writing by hand or post or facsimile at the CPC’s mailing address indicated in ITB clause 1.7. Similarly if a bidder feels that any important provision is unacceptable, such objection should be raised at this stage. CPC will respond in writing to any request for clarification or modification of the bidding document that is received not less than seven (07) days prior to the deadline of submission of Bids prescribed by the CPC. Copies of the CPC’s response will be sent to all prospective Bidders within Three (03) days prior to the closing of the Bid who have collected the Bidding Document.

1.11. Deadline for Submission of Bids

- 1.11.1. Chairman, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.7 not later than the time & Date stipulated.
- 1.11.2. Chairman, Procurement Committee, CPC may at his discretion, extend this deadline for submission of Bids, by amending the Bidding Documents, in which case all rights and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

1.12. Late Bids

- 1.12.1. Any Bid received by the Chairman, Procurement Committee, CPC after the deadline for submission of Bid, will be rejected and returned unopened to the bidder.

1.13. Modification, Substitution & Withdrawal of Bid

- 1.13.1. The bidder may modify or withdraw his bid after submission, provided that written notice of the modification or withdrawal is received by the CPC, prior to the deadline prescribed for Bid submission.
- 1.13.2. The bidder’s modification shall be prepared, sealed and dispatched as follows, The bidder shall provide ***an Original & a Duplicate*** of the Bid specified in the ITB clause 1.9 of any modifications to his bid, clearly marking as, ***“REPAIRING OF 250M LENGTH OF 12” FUEL OIL LINE FROM REFINERY TO KOLONNAWA – STAGE V” - Original and Duplicate*** as appropriate. Both envelopes should be enclosed in one

security sealed cover, which should be marked "**REPAIRING OF 250M LENGTH OF 12" FUEL OIL LINE FROM REFINERY TO KOLONNAWA – STAGE V**" on the top left hand corner and statement, "**BID MODIFICATIONS**".

- 1.13.3. A bidder wishing to withdraw his bid, shall notify the CPC in writing prior to the deadline prescribed for the submission of bid. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of bid. The notice of withdrawal shall be addressed to the: -

Chairman,
Procurement Committee,
Repairing Of 250m Length Of 12" Fuel Oil Line From Refinery To Kolonnawa-Stage V,
Deputy Refinery Manager (Maintenance and Projects),
Ceylon Petroleum Corporation,
Refinery Division,
P.O.Box. 11,
Kelaniya.

- 1.13.4. Bearing the bid name and the words "**BID WITHDRAWAL NOTICE**". Bid withdrawal notices received after the deadline for submission of Bid will be ignored and the submitted Bid will deem to be valid.

1.14. Closing date of Bid

Bids should be sent with one Original marked as "Original" in a sealed cover and two copies of the tender document marked as "Duplicate" in another sealed cover, clearly marked as "**Repairing Of 250m Length Of 12" Fuel Oil Line From Refinery To Kolonnawa-Stage V**" be either submitted by Registered Post (addressed to "Deputy Refinery Manager (Maintenance & Projects), Ceylon Petroleum Corporation, P.O. Box 11, Kelaniya) or be deposited at the CPC Refinery Manager's office Tender Box , on or before **14.30 hrs. on 14th February 2019**.

This tender will be closed immediately, thereafter.

1.15. Opening of Bids by CPC

- 1.15.1. Bids will be opened at **1430 hrs. on 14th February 2019** at the **main conference room**, CPC Refinery Division, Sapugaskanda, Kelaniya.
- 1.15.2. Bidders may attend the opening of bids if they so desire. Bidder's representatives must carry an authoritative letter from the main bidder along with his own National Identity Card. Only the aggregate bid prices will be read out in public at the opening of bids.
- 1.15.3. The chairman procurement committee, CPC or his nominated representative will open the Bids, in the presence of the bidders and /or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Bidders and/ or their representatives shall sign a register as proof of their attendance.
- 1.15.4. The Bid prices, discounts and Bidder's names, the presence or absence of the requisite Bid Security Guarantee and other such details, which the CPC at its discretion, may consider to appropriate, will be announced at the opening. Late bids will not be entertained and will be returned unopened to the bidder.
- 1.15.5. Bid (and modifications sent pursuant to ITB sub clause 1.13) that are not opened will not be considered for evaluation, regardless of the circumstances.

1.16. Alternations.

All alterations and erasure in bid offer shall to be initiated by the bidder.

1.17. Bid Security Guarantee.

- 1.17.1. Each bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued / confirmed by a recognized Bank in Sri Lanka, and payable to the CPC on demand in a sum of **Rs.110,000.00** only.
- 1.17.2. The Bid Security Guarantee should be valid for **91 days** from the date of closing Bids. A format of Bid Security Guarantee is attached in Appendix I.
- 1.17.3. ***Failure to submit the Bid Security Guarantee at the time, or before the closing of Bid, and in accordance with the above said requirements, and in the format provided, will result in the Bid being rejected.***
- 1.17.4. Refundable deposit will be released to all unsuccessful bidders once the offers have been finalized.
- 1.17.5. The Refundable deposit of the successful bidder will be returned only after receipt of the ***Performance Guarantee.***

1.18. Schedule of Prices

- 1.18.1. Bidder shall submit their offer in Schedule attached indicating Offer validity. Rates quoted should be in Sri Lanka Rupees.
- 1.18.2. Bidders are also required to duly sign and return the Schedule of Prices indicating their offers in detail together with the Pro-forma Invoice.
- 1.18.3. Bidders are required to indicate the amount of NBT & VAT separately with the registration Numbers.
- 1.18.4. Prices not submitted on the prescribed form and in the manner required are liable for rejection.

1.19. Basis of Evaluation.

- 1.19.1. Where there is a discrepancy between the amount in figures and in words, the amount in words will govern.
- 1.19.2. Arithmetic errors in the bidding document will be corrected.
- 1.19.3. Only the bids determined to be the substantially responsive will be evaluated and compared. Award will be made to the lowest evaluated substantially responsive bid.
- 1.19.4. Incomplete bids which are not conform to the terms, condition and specifications of the bidding document will be rejected.
- 1.19.5. The successful bidder will receive our official works order and shall commence work immediately.

1.20. Rights of the Procurement Committee.

- 1.20.1. The procurement committee reserves the right to accept or reject in full or in part any submitted bid and without assigning any reasons what so ever and/or ask the contractor to make amendments to the offer. The lowest bidder will not necessarily be accepted.
- 1.20.2. CPC is not responsible for any expenses or losses, which may have been incurred by a bidder in the preparation and submission of the bid.

1.21. 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 Engineering Manager (Planning), 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.

1.22. 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 “**BIDDER’S PROPOSAL FORM**” Appendix I is attached.

1.23. Business registration & public tender registration

- 1.23.1. Local Agents in Sri Lanka, submitting the Bid should register with the Registrar of Companies and shall produce a copy of the valid Certificate (legally attested copy) of Registration issued by the Register of Companies together with the offer & a copy of the respective company registration of principal bidders also shall be forwarded along with the bid.
- 1.23.2. Any person who act as an agent or sub-agent, representative or nominee for or on behalf of any bidder / principal supplier, shall register himself and such public contract as per public Contracts Act, No. 3 of 1987 for every public contract exceeding five million rupees (SLR) & a copy of the valid Certificate of registration issued by the Registrar of Public Contracts shall be forwarded for collection of bidding documents. All bidders should submit the registration certificate along with the bid.
- 1.23.3. Where any person is an agent, sub-agent, representative or nominee for or on behalf of a bidder / principal supplier he shall first produce a certificate of his appointment as agent, sub-agent, representative or nominee to the Registrar before he registers himself under the public contract. [Contact details of the Registrar: Department of Registrar of Companies, “Samagam Medura” No.400, D R Wijewardena Mawatha, Colombo 10 / Tel: +94-11-2689208/ +94-11-2689209/ Email: Registrar@drc.gov.lk. (Contact details may vary from actuals & CPC does not take any responsibility in this regard.)]

2. CONDITIONS OF CONTRACT (COC)

2.1. Performance Guarantee

- 2.1.1. The successful Bidder, on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within (07days) of such notification through/ confirmed by a recognized Bank in Sri Lanka, in a sum equivalent to 10% of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Appendix II
- 2.1.2. If the successful bidder fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting Contractors. CPC shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the

performance of such Bidders, as the case may be, at the risk and expense of the successful bidder.

2.1.3. The successful bidder, in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, cost, expenses and damages, which the CPC may sustain in consequence of such failure, and the Bid Security Guarantee shall be forfeited.

2.1.4. The Performance Guarantee shall be in favor of the CPC, and shall be valid for a period not less than **88 days** from the works order Issued.

2.2. Schedule of payment

2.2.1. No advance payment will be made on this contract.

2.2.2. 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 released subject to retention conditions in clause 2.2.3.

2.2.3. 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 2.2.2 which will be released 12 months after successful completion of the contract.

2.2.4. Only one Part Payment will be made, only **after finishing 50% of the total scope of the works.**

2.3. Time schedule and service cost.

2.3.1 Selected bidder should prepare to commence the jobs with a prior notice within one week in advance & provide the time allocation charts for the job.

2.3.2 Project schedule from the date of award of contract to handing over and commissioning of successfully completed job within the described period. 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.

2.3.3 All offered rates in the SCHEDULE OF PRICES will not be allowed to change within the bid validity period due to any change of the prices of fuel and other consumables in the market.

2.4 Tax liabilities

Contractor shall be liable to pay any taxes levied by Sri Lanka Governmental Authority on its profits derived from execution in Sri Lanka of this work under this contract. Contractor shall also be liable for all income taxes of its sub-contractor's and personnel income taxes of contractor's and of its sub-contractor's and personnel.

2.5 Liquidated damages

2.5.1 The successful bidder will have to pay CPC, as liquidated damages, for failure to comply with contractor's obligation to provide the service in the time guaranteed and amount for each calendar week at the rate of 3.5% per week for total payment due. However the maximum liability of the contractor will not exceed 10% of the total payment.

2.5.2 Additional services that have not been covered in this invitation to bid shall be clearly stated for CPC's consideration.

2.6 Defaulted contracts

2.6.1 Bid offers will not be entertained from firm or persons who have been placed on the list of defaulted contractors of the CPC.

- 2.6.2 Deviations to CPC invitation to bid shall also be clearly stated by the bidder. If no deviations are stated CPC would assume that bidder conforms to the most stringent conditions in this Invitation to Bid.

2.7 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.

- 2.7.1 The Contractor stops work for 28 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.
- 2.7.2 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 2.4 of the Bid document without CPC's prior approval.

2.8 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.

2.9 Labour, property and equipment compensation.

CPC is not responsible for labour compensation on any damage. CPC is expecting from each supplier, all the labours to be insured and Workman compensation policy document & Third party liability cover with RCC which are issued by government recognized insurances firm to be submitted before awarding the contract.

2.10 Safety regulations and regulations for prevention of fire

- 2.10.1 The contractor must abide by the Refinery Safety Regulations and carry out safety precautions subjected by CPC.
- 2.10.2 All persons engaged on work at Ceylon Petroleum Corporation, Refinery, Sapugaskanda (hereinafter called the Refinery) shall be acquainted with following regulations and their consent to abide by them shall be an essential condition of their permit to work at the Refinery.
- 2.10.3 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).
- 2.10.4 All employees, agents and invitees of the contractor who may not be aware of the exact locality of any areas expressly exempted from the danger area must assume that any part of the Refinery is a danger area and act accordingly.
- 2.10.5 Before any nature of work is commenced in any area by signatures, the necessary excavation permits, safety certificates and clearance certificates be obtained and if the work involves sparks or flames, also with a fire permit. All precautions stipulated in these documents must be observed by the Contractor, his employees, agents or invitees, 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.
- 2.10.6 It is a condition of the permit to work at the Refinery that all persons engaged at the Refinery shall subject to be searched by the Refinery's Security Officials. This search

may take place, either at the time of entrance to the Refinery or at any other place and during any time while the employees are in the Refinery, at the request of the Refinery's Senior Security Officer.

- 2.10.7 No fire or naked light, no matches, no petrol or other lighters nor any apparatus for causing ignition may be taken within the danger area by any person unless with a written authority signed by the Refinery Manager's authorized representative. Such written permit shall be available for the period stated thereon and must be returned to the Refinery's Head of Fire and Safety.
- 2.10.8 No dry battery or accumulator type of electric hand lamps or hand-torch, mobile telephones or walkie-talkies which are not of a flame proof safety type, shall not be taken within the danger area without approval of the Refinery Manager.
- 2.10.9 Smoking is prohibited in every part of the Refinery with the exception of such places as have been set aside for the purpose by the Refinery Manager. For each such place a written permit will be issued.
- 2.10.10 No fires shall be lit and no matches shall be ignited in any part of the Refinery without a special fire authorized signatory as in clause 9.
- 2.10.11 The contractor shall observe the speed limit of 5 KMPH within the refinery premises, and all vehicles must be mechanically sound and have an efficient exhaust, silencer, horn breaks and filter cap.
- 2.10.12 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.
- 2.10.13 The contractor shall ensure that so far as is compatible with the work being carried out, the area in which his servants and/or agents are working shall be kept free of all equipment, material or property of any other kind which 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 that his own employees and those of his sub-contractors observe all necessary safety precautions.
- 2.10.14 Any employee, agent or invitee of a contractor consciously or unconsciously breaking the above rules shall be liable to have his permit to work at the Refinery terminated immediately. 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.
- 2.10.15 In case of Fire, all the crew should be assembled to the allocated assembling area according to the safety procedures.

2.11 Sanitation Facilities

2.11.1 Toilets

No toilets and washing facilities Provided by CPC.

2.11.2 Storage Room

Contractor is requested to provide a lockable temporary shed or boxes to secure his workers clothes and other valuable items.

2.11.3 Shed for Tools

Contractor will be allowed to put up a temporary shed for sorting his material and tools etc. of the extent of the work requires. The quality and appearance of the shed shall be acceptable to the engineer. The location of each shed will be indicated by the

engineer. The Corporation reserves the right to demand removal or re-location of the shed at any time. If a watcher is retained, a permit shall be obtained from the shift superintendent on duty.

The Corporation shall not be in any way responsible for any loss or damage which may happen to any such contractor materials or equipment of the contractor, either by the same being lost, stolen or destroyed by fire or otherwise.

2.12 Security procedures

Necessary security and police clearances in respect of the contractor's employees should be obtained by him by contacting the Deputy Manager Security of Refinery prior to the commencement of work.

Gate Passes

To enter the Refinery premises, gate passes are required. To obtain gate passes for his personnel, the Contractor shall contact the Refinery's Senior Security Officer after receipt of the Works Order. Contractor's all personnel shall produce their national identity cards in order to obtain gate passes.

All material machinery, tools and other equipment, which will be removed from the Refinery after execution of the works, must be shown in a letter to the Security Officer on duty when brought in and get endorsed. A gate pass shall be obtained from the CPC Engineer for removing these items from the Refinery by producing the endorsed document on which they were brought in.

2.13 Arbitration

2.13.1 Any doubt, difference, dispute, controversy or claim, arising from, out of or in connection with this contract, or in respect of the interpretation thereof or on the rights, duties, obligations or liabilities of the parties to this contract or on the operation, breach, termination or invalidity thereof, shall be referred to an arbitral tribunal consisting of a single Arbitrator and settled by Arbitration in accordance with the Rules of the Arbitration Centre of the Institute for the Development of Commercial law and Practice in Sri Lanka. The composition, jurisdiction of the Arbitral Tribunal, conduct of arbitration proceedings, Awards and any other matters relating to Arbitration shall be in accordance with the provisions contained in the Arbitration Act No. 11 of 1995 and the language used shall be the English Language and be governed by the laws of Sri Lanka

2.13.2 Performance of the contract shall continue during Arbitration proceedings.

3. SCOPE OF WORK & SUPPLY

3.1. Scope of Work & Supply by contractor

3.1.1. Removal of all trees and bushes grown on pipeline route.

3.1.2. Excavate for exposing 12" inch diameter fuel oil transfer pipe line including dewatering & shoring where necessary. The excavated area to be properly barricade and to be fixed warning lamps during night time to avoid accidents. The depth of excavation varies from ground level to about 6ft. Excavation to a sufficient depth below pipe bottom level shall be carried out for inspection, mechanical repairs on pipe and coating work. Excavation up to 1ft above top level of pipe line may be carried out by using excavating equipment and below that level only manual excavation is allowed. Rate shall include back filling and compaction of excavated earth disposal of surplus earth and cleaning of site (Maximum width of trench measured is 4 feet)

- 3.1.3. If the contractor damaged adjacent pipe line coating, they have to repair those coating to the CPC inspection department satisfaction without any cost to CPC.
- 3.1.4. Remove existing coating & clean the pipe for Inspection.
- 3.1.5. Weld fill on fuel oil line where pipe severely pitted as marked by CPC inspection department. All excess weld materials on weld fill places shall be ground flush taking care not to damage the pipeline. The weld filling area will be measured cm² with one by one grid method. All weld repairs shall be NDT tested.
- 3.1.6. Pad welding on fuel oil line could be expected as reinforcement of local thinned out area. Payment will be made on liner length of fillet welds carried out to weld the pad. The weld shall be NDT tested. Only pads are provided by CPC(**Size of the Pad is 1800mm X 508mm/ Rollin axis parallel to 1800mm side**)(**each pad covering approximately 4.7m weld length are expected to be welded**) All pad welded area shall be fill with suitable filler (like filler used for car body repair works) to smooth out level difference between pad and existing pipe to prevent damage of coating after wrapping.
- 3.1.7. Install new bitumen coating on 12" pipe on completion of inspection & mechanical repairs.
- 3.1.8. All coatings shall be tested by inspection department & all rejected coating shall be repaired by the contractor at their own cost.
- 3.1.9. The contractor shall lift weight placed on the pipe line & offer covered area for inspection & contractor shall take all precautions to prevent movement of the pipe line. The weight to be placed back when repairing is completed.
- 3.1.10. Miscellaneous random rubble masonry construction work and miscellaneous 1:2:4 concrete construction work.
- 3.1.11. Supply and fill river sand to embed coated pipeline under supervision of CPC representative. (Sand layer should be minimum 6" around the pipe, sand should be free of impurities, stones etc).
- 3.1.12. Selected contractor shall have to work in a hazardous environment. Great care to be taken not to meddle with any equipment.
- 3.1.13. Selected contractor shall provide and maintain sufficient skilled workforce for the job.
- 3.1.14. Selected contractor shall not employ CPC permanent or casual (labor) for any work included in this bid.
- 3.1.15. All consumables and safety accessories such as welding electrodes (E 7018), cutting & grinding discs, goggles, gloves, welding shields shall be provided by the contractor. CPC will only provide required pads for patch repairs.
- 3.1.16. Welding equipment, grinders & other equipment which needed shall be provided by contractor also.
- 3.1.17. All welders to be qualified as per ASME sec: ix in the presence of CPC Inspection Engineer at CPC site within 2 weeks after issuing of letter of intent in order to award the contract. Welding of any type will not be permitted without proper qualification of welders. The contractor shall employ only CPC certified welders for any pipe line repair work.
- 3.1.18. DP test shall be done by the contractor through certified NDT personnel & should be witnessed by CPC Inspection department.

3.2. Scope of Supply by CPC

- 3.2.1. pads are provided by CPC. (each pad covering approximately 4.7m weld length are expected to be welded)
- 3.2.2. Pipe coating material will be supplied by CPC.(Hand bitumen and Jute hessian)

3.3. Time schedule and service cost.

- 3.3.1. The pipe line will be released 20 days period by 10 days' time slot at once for mechanical repairs. The contractor shall agree to complete all mechanical repairs strictly within allocated period.
- 3.3.2. The tender shall cover the cost of all the work contributions stipulated in this document, taxes if applicable, Bidders are strictly advised to follow the given price schedules. Offers which are not in compliance with the price schedule will not be considered for evaluation and will be rejected and if taxes are not mentioned separately, such taxes will be considered as not relevant for the bid.
- 3.3.3. All offered rates in the SCHEDULE OF PRICES will not be allowed to change within the bid validity period due to any change of the prices of fuel and other consumables in the market.

4. Technical Specifications/ Codes / Standards

- 4.1.1. Welding electrodes should be E 7018.
- 4.1.2. All welders to be qualified in 6G position as per ASME sec: ix in the presence of CPC Inspection Engineer at CPC site. Welding of any type will not be permitted without proper qualification of welders.
- 4.1.3. All weld filled locations, welds of pads to be tested with Dye Penetrant test by contractor & witness by CPC.
- 4.1.4. Before coating the tape, all inspection and NDT work shall be completed.
- 4.1.5. Ends of bitumen coating to be sealed off.
- 4.1.6. Hydro test/service test will be done by CPC and if found any repair to be rectified by the contractor at their own cost.

5. Inspection & Testing

- 5.1.1. All fabrication work and testing has to be done as per API Standard 570/574 (latest edition).
- 5.1.2. The contractor shall get CPC inspection department prior approval for all NDT consumables before use & samples shall be submitted for CPC inspection department approval before commence work.
- 5.1.3. The contractor shall employ level II qualified (From a recognized institution acceptable to CPC Refinery) personal for all NDT work, their CV and copies of certification along with originals shall be submitted to CPC refinery inspection department immediately after award the job for review and approval before commencing work.
- 5.1.4. All Inspection & Testing activities shall be directly coordinate with the CPC inspection department by the contractor.

6. Contract forms

SCHEDULE I

SCHEDULE OF PRICES

A. Civil works

Item	Description	Quantity	Unit	Rate(Rs)	Amount(Rs)
	<p>The under mentioned Civil work at Gonawala and Kohilawatta fuel oil line trace shall be carried out by the contractor as instructed by CPC. The estimated quantities are given below and payments will be made for actual workdone. Pipe Coating material will be issued by CPC</p> <p>1 <u>From Royal bakery towards Refinery-150m</u></p>				
1.1	<p>Excavation for exposing 12 inch diameter fuel oil pipeline including dewatering and shoring where necessary. The depth to the pipes varies from ground level to about 6 ft. Excavation to a sufficient depth below pipe bottom level shall be carried out for mechanical repairs on pipe (done by CPC) and coating work. Excavation upto 1 ft above top level of pipe line may be carried out by using an excavating equipment and below that level only manual excavation is allowed. Rate to include for back filling, compaction, disposal of surplus earth and cleaning of site. Maximum width of excavation allowed is 4 feet.</p>	450	Cu.m		
1.2	<p>Removal of existing pipe coating ,cleaning pipe and install new bitumen coating on 12 inch pipe.</p>	150	m		
1.3	<p>Supply and fill river sand to embed repaired/coated pipeline.</p>	45	Cu.m		
1.4	<p>Miscellaneous construction work with 1:2:4(3/4") concrete</p>	3	Cu.m		
1.5	<p>Miscellaneous random rubble masonry construction work in 1:5 mortar.</p>	3	Cu.m		
1.6	<p>Demolition and reconstruction of bitumenised road surfaces.</p>	7.5	Sq.m		

Item	Description	Quantity	Unit	Rate(Rs)	Amount(Rs)
2	<u>From Kohilawatta towards Kolonnawa-100m</u>				
2.1	Excavation for exposing 12 inch diameter fuel oil pipeline including dewatering and shoring where necessary. The depth to the pipes varies from ground level to about 6 ft. Excavation to a sufficient depth below pipe bottom level shall be carried out for mechanical repairs on pipe (done by CPC) and coating work. Excavation upto 1 ft above top level of pipe line may be carried out by using an excavating equipment and below that level only manual excavation is allowed. Rate to include for back filling, compaction, disposal of surplus earth and cleaning of site. Maximum width of excavation allowed is 4 feet.	300	Cu.m		
2.2	Removal of existing pipe coating ,cleaning pipe and install new bitumen coating on 12 inch pipe.	100	m		
2.3	Supply and fill river sand to embed repaired/coated pipeline.	30	Cu.m		
2.4	Miscellaneous construction work with 1:2:4(3/4") concrete	2	Cu.m		
2.5	Miscellaneous random rubble masonry construction work in 1:5 mortar.	2	Cu.m		
2.6	Demolition and reconstruction of bitumenised road surfaces.	5	Sq.m		
	Total Cost for Civil works				

B. Mechanical works

I.No	Description	Quantity	Units	Rate/Rs	Amount/Rs
1	Weld filling on fuel oil line where pipe severely pitted as marked by CPC inspection department. All excess weld materials on weld fill places shall be ground flat taking care not to damage the pipeline. The weld filling area will be measured cm ² with one by one grid method. All weld repairs shall be NDT tested & test shall be done by the contactor through certified NDT personnel & should be witnessed by CPC Inspection department.	5,000	cm ²		
2	Pad welding on fuel oil line could be expected as reinforcement of local thinned out area. Payment will be made on liner length of fillet welds carried out to weld the pad. The weld shall be NDT tested & test shall be done by the contactor through certified NDT personnel & should be witnessed by CPC Inspection department. Only pads are provided by CPC.(Each pad covering approximately 4.7m weld length are expected to be welded)	1,000	m		
Total Cost for Mechanical works					

**** Note: ** These quantities are estimated values to be used only for bid evaluation purposes; however payment will be made on actual work (quantities). CPC will not responsible for the change of quantities.**

Total cost summary

Total job cost for civil& mechanical work (without taxes)	
2% NBT if applicable	
Total with 2% NBT	
15% VAT if applicable	
Total with all taxes (2% NBT & 15% VAT)	

Name of Bidder

Date

Signature (Please stamp here)

Note : final payment will be made on actual quantities

APPENDIX I

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, Colombo 09.

Date : [insert (by issuing agency) date]

Public Tender Reference : PL/68/2018

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 *Repairing Of 250m Length Of 12" Fuel Oil Line From Refinery To Kolonnawa–Stage V*. Invitations for 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 a 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 Instructions to Bidders (hereinafter “the ITB”) 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 ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) 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).

APPENDIX II

FORMAT OF PERFORMANCE GUARANTEE

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

Beneficiary: Chairman, Ceylon Petroleum Corporation, No 609, Dr. Danister de Silva MW, Colombo 9.

Tender Reference : PL/68/2018

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 Repairing Of 250m Length Of 12" Fuel Oil Line From Refinery To Kolonnawa – Stage V. (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)]

BIDDER'S PROPOSAL FORM

Name of Tenderer

Deputy Refinery Manager (M&P)
Ceylon Petroleum Corporation
Refinery Division
Kelaniya.

Dear Sir

REPAIRING OF 250M LENGTH OF 12" FUEL OIL LINE FROM REFINERY TO KOLONNAWA –STAGE V

I, the undersigned, have carefully examined the site of the work and the terms and conditions of tendering documents of "Repairing Of 250m Length Of 12" Fuel Oil Line From Refinery To Kolonnawa – Stage V" and will execute all work called for in the tendering document in accordance with the conditioned.

Prescribed therein for the sum of Rs including All Taxes (VAT-15% & NBT 2%)..... (In word)

.....
.....

I will commence the job within one week after receipt of your work order.

Price scheduleis/are attached herewith.

Date:

.....
Signature of Applicant

Format of Letter of Authorization

[The Bidder shall require the Service provider to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Service provider and should be signed by a person with the proper authority to sign documents that are binding on the Service provider.]

[Service Provider" is a person or corporate body whose bid to provide the Services has been accepted by the Employer]

Date:

Tender No.: PL/68/2018

To: Chairman – Departmental Procurement Committee

WHEREAS

We[insert complete name of service provider], who are official Service provider of.....[insert type of services], having company at[insert full address of Service provider's office], do hereby authorize..... [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following services, by us..... [Insert name and or brief description of the service], and to subsequently negotiate and sign the Contract.

In addition, we understand that in the event of the bidder's failure to honor the bid within the bid validity period, our company also to be suspended for a period of one year in participating public tenders of Ceylon Petroleum Corporation.

.....

Signature of authorized representative of the Service provider

Company Address:

.....

Company Stamp

Title:

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Date:

PUBLIC TENDER-PL/68/2018

Schedule II

COMPLIANCE/DEVIATION SHEET

Please mark “√” if complied with the tender document or mark “X” if there is a deviation and indicate the deviation in the cage provided.

	Specification /condition	complied	Deviations if any
1	A copy of non-refundable fee		
2	Originals of Bid security guarantee - Annex II		
4	Offer validity – 77 days		
5	Schedule of prices - schedule I		
6	Bidder proposal form – Annex I		
7	Copy of business registration & Public contract registration as per clause 1.23		
8	Agreed with payment terms and other requirements		
9	Deviations from specifications, terms & conditions, if any indicated		
10	Other deviations if any.		

.....
Company stamp

.....
signature of the bidder