



**TENDER FOR REMOVING OF CRUDE OIL SLUDGE & CLEANING OF  
THE TANK- 4 AT ORUGODAWATHTHA TANK FARM OF CEYLON  
PETROLEUM CORPORATION.**

**PUBLIC TENDER-REF: PL/70/2018**

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**

**TELEPHONE** : **094-11-5668564 /094-011-2401359**

**FAX** : **094-11-2401359 / 094-11-2400431**

**Email** : **ref.planning@ceypetco.gov.lk**

**CONTACT PERSON** : **Mr. G.D.S. KUMARASIRI  
DEPUTY ENGINEERING MANAGER  
(PLANNING)**

<b><u>Contents</u></b>		<b><u>Page</u></b>
<b>1. Instructions to Bidders</b>		<b>4</b>
1.1	Introduction	4
1.2	Basis of Contract	4
1.3	Basis of Bid	4
1.4	Issuing of Bidding document	5
1.5	Pre-bid meeting	5
1.6	Documents to accompany the bid	5
1.7	Sealing & marking of bids	6
1.8	Period of validity of bid	6
1.9	Format & signing of bids	6
1.10	Clarification of bidding document	6
1.11	Deadline for submission of bids	7
1.12	Late bids	7
1.13	Modification, substitution & withdrawal of bid	7
1.14	Closing date of tender	7
1.15	Opening of bids	8
1.16	Alternations	8
1.17	Bid security guarantee	8
1.18	Schedule of prices	8
1.19	Basis of evaluation	9
1.20	Rights of the procurement committee	9
1.21	Notice of acceptance	9
1.22	Declaration	9
1.23	Business registration & public contract registration	9
<b>2. Conditions of Contract</b>		<b>10</b>
2.1	Performance Guarantee	10
2.2	Schedule of Payment	10
2.3	Time Schedule and Service Cost	11
2.4	Tax Liabilities	11
2.5	Liquidated Damages	11
2.6	Defaulted Contractors	11
2.7	Termination of Contract	11
2.8	Force Majeure	12
2.9	Labour, Property and Equipment Compensation	13
2.10	Safety Regulations & Regulations for the Prevention of Fire	13
2.11	Sanitary facilities	13
2.12	Security Procedure	14
2.13	Arbitration	14
<b>3. Scope of Work &amp; Supply</b>		<b>14</b>
3.1	Scope of works & supply of selected contractor	14
3.2	Scope of works & supply of CPC	14
<b>4. Contract Forms</b>		
4.1	SCHEDULE I – schedule of prices for removing sludge	15
4.2	SCHEDULE II - Schedule of Prices for total job	16
4.3	APPENDIX I -Bidder’s Proposal Form	17
4.4	APPENDIX II -Format of Bid Security Guarantee	18
4.5	APPENDIX III -Format of Performance Guarantee	19
4.6	SCHEDULE III– Compliance / Deviation Sheet	20

# 1. INSTRUCTIONS TO BIDDERS

## 1.1 INTRODUCTION

The Chairman DSPC (Minor), on behalf The Ceylon Petroleum Corporation Refinery Division (herein after called CPC) hereby calls public tenders from *registered contractors of Central Environment Authority (CEA)* under category of transporting, storing and disposal of Petroleum sludge (herein after called Bidder) for the Removing of crude oil sludge & cleaning of the tank- 4 at Orugodawaththa tank farm of Ceylon Petroleum Corporation. on measure & pay basis, CPC which is located 08 km off by the road from Colombo.

## 1.2 BASIS OF CONTRACT

- 1.2.1 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
- 1.2.2 The payment will be made for the actual quantum of work carried out as per the terms of payment stipulated under clause 2.2
- 1.2.3 The binding contract will have to be entered into with CPC & the contractor.
- 1.2.4 The contractor shall not subcontract any part of the works without the prior consent of CPC. The contractor shall be responsible for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the contractor, his agents or employees.
- 1.2.5 Required tool, machines, equipment, consumables & other required facilities which one not supplied by CPC have to be provided by selected contractor.
- 1.2.6 The contractor shall give or provide all the necessary supervision during the execution of the works. The Contractor or his representative is to be constantly at the work site. Such representative shall be authorized to receive all directions and instructions from the CPC Engineer, on behalf of the Contractor.
- 1.2.7 All Engineers, Supervisors, skilled and semi-skilled Labourers and any man power required to carry out the job and safety gears for the Contractor's personnel shall be supplied by the Contractor.
- 1.2.8 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.
- 1.2.9 The site shall be cleaned to the satisfaction of CPC & handed over.
- 1.2.10 Any substances that can be added to sludge or mix with sludge to be weighted before bring into the site & the amount use for each load to be measured with empty truck before each trip.

## 1.3 BASIS OF BIDS

- 1.3.1 Bidders are requested to submit completely filled details given in attached Tender Proposal form with the given price Schedule

To remove crude oil sludge completely from Crude Tank No.04 include cleaning of the tank shell inner surface up to one shell course and bottom up to the base metal surface to the satisfaction of the refinery operations department and Inspection Department after completing the removal of sludge. Estimated sludge amount is **800 MT**

- 1.3.2 Bidders are requested to witness four height measurements sludge levels, which inside tank nearby to shell will be taken by CPC authorities on pre-bid meeting date. The average height will be announced at site. Based on four measurements the approximate sludge quantities could be found from “Schedule I”
- 1.3.3 Total work to be completed within 14 weeks from the date of award.
- 1.3.4 Additional services that have not been covered in this invitation to bid shall be clearly stated for CPC’s consideration.

#### **1.4 ISSUING OF BIDDING DOCUMENT.**

- 1.4.1 Bidding document can be obtained from,  
Deputy Refinery Manager (Maintenance and Projects)  
Ceylon Petroleum Corporation Refinery Division  
P.O. Box. 11, Kelaniya.  
Telephone : 011-2401359 & 011-5668564  
Fax : 011 – 2401359 & 2400436
- 1.4.2 Bidding document will be available until **15.00 hrs. on 11<sup>th</sup> February 2019.**
- 1.4.3 Bidding document will be issued to contractors on payment of a non- refundable fee of **Rs.3,500.00**
- 1.4.4 Copies of the receipts of the above deposits will have to be submitted along with the offer. Offers without the copies of the receipts will be rejected.

#### **1.5 PRE-BID MEETING**

- 1.5.1 All bidders or their duly authorized representatives (maximum 2 numbers of representatives) shall present themselves at the **“Pre-bid” meeting**, to be held on **31<sup>st</sup> January 2019 at 10.00 hrs.** at the office of Deputy Refinery Manager (Maintenance & Project), CPC Refinery Division, Sapugaskanda, Kelaniya. This is a mandatory requirement and the offers from the bidders who **were not present for the “Pre bid” meeting will be rejected.**

#### **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 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)
  - 1.6.3 Schedule of prices for removing sludge (Schedule I) & Schedule of prices for total job (Schedule-II)
  - 1.6.4 Bid Proposal form (Appendix-I) duly completed & signed/stamped company seal
  - 1.6.5 Bid Security Guarantee (as per Appendix - II)
  - 1.6.6 Receipt of the Nonrefundable Cash Deposit.

- 1.6.7 Valid hazardous waste management license issued by Central Environment Authority (CEA) for all three categories requested in cause 1.1.

## 1.7 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 "REMOVING OF CRUDE OIL SLUDGE & CLEANING OF THE TANK- 4 AT ORUGODAWATHTHA TANK FARM OF CEYLON PETROLEUM CORPORATION". On the top left-hand corner and statement, "DO NOT OPEN BEFORE 14.30hrs on 12<sup>th</sup> February 2019" and shall be addressed to,

*Chairman,*

*Procurement Committee- Removing of crude oil sludge & cleaning of the tank- 4 at Orugodawaththa tank farm of Ceylon Petroleum Corporation.*

*Deputy Refinery Manager (Manufacturing & Operations)*

*Ceylon Petroleum Corporation*

*Refinery Division, P.O.Box. 11, Kelaniya.*

## 1.8 PERIOD OF VALIDITY OF BID

- 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, "REMOVING OF CRUDE OIL SLUDGE & CLEANING OF THE TANK- 4 AT ORUGODAWATHTHA TANK FARM OF CEYLON PETROLEUM CORPORATION" - ***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, *“REMOVING OF CRUDE OIL SLUDGE & CLEANING OF THE TANK- 4 AT ORUGODAWATHTHA TANK FARM OF CEYLON PETROLEUM CORPORATION” - Original and Duplicate* as appropriate. Both envelopes should be enclosed in one security sealed cover, which should be marked *“REMOVING OF CRUDE OIL SLUDGE & CLEANING OF THE TANK- 4 AT ORUGODAWATHTHA TANK FARM OF CEYLON PETROLEUM CORPORATION”* 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- Bid for Removing of crude oil sludge & cleaning of the tank- 4 at Orugodawaththa tank farm of Ceylon Petroleum Corporation.

Deputy Refinery Manager (Manufacturing & Operations)

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 TENDER

- 1.14.1 Tender 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 **“Tender for Removing of crude oil sludge & cleaning of the tank- 4 at Orugodawaththa tank farm of Ceylon Petroleum Corporation”** be either submitted by Registered Post (addressed to “Deputy Refinery Manager (Manufacturing & Operations), 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 12<sup>th</sup> February 2019** This tender **will be closed** immediately, thereafter.

## 1.15 OPENING OF BIDS

- 1.15.1 Bids will be opened at **14.30 hrs. on 12<sup>th</sup> 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 Bid Security Guarantee shall be in the form of a guarantee issued/confirmed by a reputed commercial bank operating in Sri Lanka and acceptable to CPC on demand and payable to CPC equivalent in value of **Sri Lanka Rupees 149,600.00** only.
- 1.17.2 The bid security guarantee shall be valid for **91 days** from the date of closing bids and shall be in accordance with the specimen in schedule 'APPENDIX II' "Form of Bid Security Guarantee "
- 1.17.3 Failure to submit the Bid Security Guarantee at the time or before the closing of the bids 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.
- 1.17.4 The Bid Security Guarantee of the successful bidder will be returned 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 responsive evaluated 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 after which he shall commence work immediately.

### **1.20 RIGHTS OF THE PROCUREMENT COMMITTEE.**

- 1.20.1 The Bid evaluation committee/CPC 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 CONTRACT 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](mailto:Registrar@drc.gov.lk). (Contact details may vary form 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 07 days 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 III
- 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 90 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 paid once in two weeks on the basis of 75% of the value of work completed. The balance 25% will be retained until the successful completion of the work.
- 2.2.3 The Final payment will be made only for the total work done by the contractor as per the given requirement and acceptance of work by CPC.

## **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 in clause 1.3.1. 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**

- 2.4.1 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 (refer clause 1.3.3) and amount for each calendar week at the rate of 2.0% 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 CONTRACTORS**

- 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**

2.8.1 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.**

2.9.1 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 THE 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 Contractor shall ensure that sludge is properly stored in transporting vehicles to avoid falling in roads and weighing machine.
- 2.10.12 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.
- 2.10.13 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.
- 2.10.14 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.
- 2.10.15 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.
- 2.10.16 Mobile phones are strictly prohibited within the plant area.
- 2.10.17 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**

- Contractor and his employees shall use the toilets and washing facilities reserved for contractors. No other facilities shall be used by his personnel.

### **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.

### **2.12.1 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 3 member panel of Arbitrators with the chairman 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

## **3. SCOPE OF WORKS & SUPPLY**

### **3.1. SCOPE OF WORKS & SUPPLY OF SELECTED CONTRACTOR**

- 3.1.1. Selected contractor shall have to work in a hazardous environment. Great care to be taken not to meddle with any equipment.
- 3.1.2. Selected contractor shall provide and maintain sufficient skilled workforce, machineries & vehicles for the job.
- 3.1.3. Selected contractor shall not employ CPC permanent or casual (labor) for any work included in this bid.

### **3.2 SCOPE OF WORKS & SUPPLY OF CPC**

- 3.2.1 Electricity, ventilation facility & water will be provided.
- 3.2.2 Weigh bridge facility will be arranged at CPC refinery premises. After weighing CPC will release sludge.
- 3.2.3 All cleaning works & other works of job will be inspected & certified by CPC.
- 3.2.4 Collection of samples randomly to analyze the water content.

## **SCHEDULE I**

Bidders are requested to fill blank appropriate space. Average sludge will be announced at the site pre-bid meeting (refer tender clause 1.5)

<b>Average Sludge Height</b>	<b>Approximate Quantity</b>	<b>Rate (Rs./MT)</b>	<b>Total cost without taxes for removing sludge from tank</b>
<b>1ft</b>	<b>450 MT</b>		
13 inches	521 MT		
14 inches	595 MT		
15 inches	669 MT		
16 inches	746 MT		
17 inches	828 MT		
<b>1.5 ft</b>	<b>909 MT</b>		
19 inches	995 MT		
20 inches	1078 MT		
21 inches	1163 MT		
22 inches	1252 MT		
23 inches	1337 MT		
<b>2 ft</b>	<b>1426 MT</b>		
25 inches	1512 MT		
26 inches	1597 MT		
27 inches	1683 MT		
28 inches	1772 MT		
29 inches	1857 MT		
<b>2.5 ft</b>	<b>1946 MT</b>		
31 inches	2031MT		
32 inches	2121MT		
33 inches	2206MT		
34 inches	2295MT		
35 inches	2381MT		

3 ft	2467MT		
------	--------	--	--

**SCHEDULE II**

**SCHEDULE OF PRICES**

**Rate Summary – Removing of crude oil sludge & cleaning of the tank- 4 at Orugodawaththa tank farm of Ceylon Petroleum Corporation**

Item	Description	Unit	Amount / Rs.
1	Removing sludge from tank.	Item	
2	Cleaning of tank bottom & bottom most shell course up to accepted level (refer tender clause 1.2.1)	Item	
Total without taxes			
NBT 2%			
Total with NBT			
VAT 15%			
Total with NBT & VAT			

Name of the Tenderer: .....

VAT registration No. : .....

NBT registration No. : .....

**Note:**

***\*\* These quantities are estimated quantities to be used only for bid evaluation purposes; however, payment will be made on actual average height of sludge level as an item and tank cleaning (as per tender clause 1.2.1). CPC will not responsible for the change of quantities.***

Signature : .....  
(Place stamp here)

Date : .....

Other comments :  
.....  
.....  
.....



**APPENDIX I**

**BIDDER'S PROPOSAL FORM**

Name of Tenderer .....

.....

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

Dear Sir

**REMOVING OF CRUDE OIL SLUDGE & CLEANING OF THE TANK- 4 AT ORUGODAWATHTHA TANK FARM OF CEYLON PETROLEUM CORPORATION**

I, the undersigned, have carefully examined the site of the work and the tendering documents referred to in "General information and Condition for Tenderers" and do the job and execute all work called for in the tendering document in accordance with the conditioned.

Having conformity to the instruction/s conditions mentioned in the said "REMOVING OF CRUDE OIL SLUDGE & CLEANING OF THE TANK- 4 AT ORUGODAWATHTHA TANK FARM OF CEYLON PETROLEUM CORPORATION" referred to therein; I/We hereby agreed to comply with the conditions of the said Tender and agreed to do execute all works accordingly.

I/We undertake to conform to all the terms & Conditions in the said Tender, the prices of the quotation,

sum of Rs. ....including All Taxes (VAT-15% & NBT 2%)

In ..... words

.....

.....

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

I/We am/are fully aware that, the acceptance of any Tender will be at the sole discretion of the DSPC (Minor) Procumbent committee.

Price schedule is/are attached herewith.

.....  
Date

.....  
Signature of Applicant

.....  
Company seal.

**APPENDIX II**

**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, Sri Lanka.

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

**Public Tender Reference :** PL/70/2018

**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”) “**BID FOR REMOVING OF CRUDE OIL SLUDGE & CLEANING OF THE TANK- 4 AT ORUGODAWATHTHA TANK FARM OF CEYLON PETROLEUM CORPORATION**” under 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 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 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 III**

**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, Colombo 09, Sri Lanka.

Public Tender Reference : PL/70/2018

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 "BID FOR REMOVING OF CRUDE OIL SLUDGE & CLEANING OF THE TANK- 4 AT ORUGODAWATHTHA TANK FARM OF CEYLON PETROLEUM CORPORATION" (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, 35 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)]

**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		
3	A copy of registration of CEA under waste management license		
4	Offer validity -77 days		
5	Schedule of prices for option 1 & 2 separately- 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