

CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

BIDDING DOCUMENT

FOR

FABRICATION OF FIXED ROOF FOR OIL STORAGE TANK NO. 11 AT SAPUGASKANDA TERMINAL

TENDER No-PL/41/2025

CHAIRMAN - DPC
CEYLON PETROLEUM CORPORATION
P.O.BOX: 11
REFINERY DIVISION
SAPUGASKANDA
SRILANKA.

GENERAL INFORMATION

CLIENT : CEYLON PETROLEUM CORPORATION

MAILING ADDRESS: REFINERY DIVISION

P.O BOX: 11

SAPUGASKANDA

KELANIYA SRI LANKA

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CONTACT PERSON: Mr. G.D.S. KUMARASIRI

DEPUTY ENGINEERING MANAGER

(PLANNING)

BID NOTICE

CEYLON PETROLEUM CORPORATION REFINERY DIVISION

FABRICATION OF FIXED ROOF FOR OIL STORAGE TANK NO 11 AT SAPUGASKANDA TERMINAL

TENDER NO-REF-PL/41/2025

Departmental Procurement Committee (DPC) hereby calls bids **Fabrication of fixed roof for oil storage tank No 11 at Sapugaskanda Terminal**.

Bidders having following qualifications will only be qualified for bidding and bidding documents will be issued to bidders who produce documentary evidence to proofs following qualifications.

The bidders shall have experience in carrying out steel tank construction/maintenance work in the past 10 years and registration with Construction Industry Development Authority (CIDA) Sri Lanka at EM4 or higher grade.

Or

The bidders shall have experience in carrying out at least a single steel tank construction/maintenance work of value not less than Rs 5 million in the past 10 years at CPC/CPSTL or any other government organization.

Bid documents will not be issued to firms who have been awarded tank construction/repair job by CPC/CPSTL and currently has poor progress and delay in completion. Also, will not be issued to firms who had previously carried out tank construction or repair jobs at CPC/CPSTL and imposed maximum delay penalty or terminate the contract and forfeited performance bond due to site abandonment.

A non-refundable bid deposit of **Rs.3,500**/=(with all taxes) shall be paid to Refinery Finance Department at the time of collection of Bidding documents. Final date and time of issuing of Bidding documents will be on 22/04/2025 at 14.00 hours and the closing date and time of receiving sealed bids will be on 25/04/2025 at 14.00 hours and bids will be opened immediate after the closing of bids at the Office of Manager (Procurement & Stores) Ceylon Petroleum Corporation Head Office.

Bidding documents and other details could be obtained from Deputy Refinery Manager (Maintenance & Projects), Refinery Division, Sapugaskanda. Bidding document can be read in the www.ceypetco.gov.lk web site.

Tel -0094-11-5668564 /0094-11-2401359 Fax -0094-11-2401359 / 0094-11-2400431

Chairman (DPC Minor) Ceylon Petroleum Corporation Refinery Division, Sapugaskanda.

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1. INSTRUCTIONS TO BIDDERS

1.1 <u>INTRODUCTION</u>

1.1.1 Chairman, Departmental Procurement Committee (hereinafter called DPC) on behalf of Ceylon Petroleum Corporation, Refinery Division (CPC), hereby calls bids from local firms (herein after called bidders) having experience in the maintenance of petroleum oil storage tanks as per API standard 653 for fabrication of fixed roof of a Diameter 22 m and Height 17.2 m petroleum oil Storage as per API 653 standard with inspection by CPC & this Bidding Document. The fabrication work shall be carried out as per the attached complete set of construction drawings and the detailed scope of work & technical specifications given in this Bidding Document, at the Sapugaskanda Terminal premises situated at Sapugaskanda, Sri Lanka.

1.1.2 **Pre qualifications for Bidding**

Bidders having following qualifications will only be qualified for bidding and bidding documents will be issued to bidders who produce documentary evidence to proof following qualifications.

1.1.2.1 The bidders shall have experience in carrying out steel tank construction/maintenance work in the past 10 years and registration with Construction Industry Development Authority (CIDA) Sri Lanka at EM4 or higher grade.

Or

The bidders shall have experience in carrying out at least a single steel tank construction/maintenance work of value not less than Rs 5 million in the past 10 years at CPC/CPSTL or any other government organization.

- 1.1.2.3 Bid documents will not be issued to firms who have been awarded tank construction / repair job by CPC/CPSTL and currently has poor progress and delay in completion. Also, will not be issued to firms who had previously carried out tank construction or repair jobs at CPC/CPSTL and imposed maximum delay penalty or terminate the contract and forfeited performance bond due to site abandonment.
- 1.1.2.4 The tank site is located at CPC Sapugaskanda Terminal at Sapugaskanda, Sri Lanka, 17 Km by road from Colombo, Sri Lanka.

1.2 BASIS OF CONTRACT

- 1.2.1 The contract shall be carried out on measure and pay basis. The tender shall sum covers the total cost for completion of the entire job as per the scope of work in this Bidding document, all local taxes including the VAT, withholding tax, employee provident fund and insurance of construction labour, supervision, transportation costs, cost of construction equipment, etc.
- 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. The contractor shall be responsible for the acts, defaults and neglects of any subcontractor, his agent or employees as fully as if they were the acts, defaults or negligence of the contractor, his agent or employees.

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, for the entire job as per the scope of work in this Bidding document.

The bidders who are registered for the purpose of VAT should indicate the amount of VAT claimed separately in the Bidding documents along with VAT registration number. If the bidder is not registered for VAT, only the net value of the bid shall be indicated.

- 1.3.2 A clear breakdown of prices 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 Bidding document shall be clearly stated for the consideration of DPC.
- 1.3.4 Exceptions to CPC's Bidding document shall also be clearly stated by the bidder. If no exception is stated, DPC would assume that the bidder fully conforms to the conditions in this Bidding document.
- 1.3.5 All alterations & erasers in bid offer shall be initialed by the bidder.

1.4 BIDDING DOCUMENT

1.4.1 The Bidding Document shall be obtained from

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

Bidding document will be issued up to **1400 hrs. on 22nd April 2025**. A non-refundable bid deposit of **Rs. 3,500**/= (with all taxes) will be charged at the time of collection of Bidding documents. Payment to be made to Refinery Finance Department and a photo copy of the bid deposit receipt shall be enclosed with the offer.

- 1.4.2 The bidding document published in the web <u>www.ceypetco.gov.lk</u> is only for information.
- 1.4.3 Any person who act as an agent or sub agent, representative or nominee for or on behalf of any bidder shall register himself and such public contract as per Public Contract 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 Contract shall be forwarded for collection of bidding documents. All bidders should submit the registration certificate along with the bid.

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 an agent, subagent, representative or nominee to the Registrar before he registers himself under the public contract. [Contract details of the Registrar Department of Registrar of Companies, "Samagam Medura" No 400, D R Wijewardana Mawatha, Colombo 10 / Tel: +94-11-2689208 / +94-11-2689209 / Email: registrar@drc.gov.lk (Contact details may vary from actual & CPC does not take any responsibility in this regard)]

1.4.4 Pre bid meeting and site visit

Pre bid meeting will be held on 22/04/2025 at 14.00 hours at the Deputy Refinery Manager (Maintenance & Projects) s' Room of CPC Refinery and attendance to this meeting is compulsory to be eligible for awarding of the contract.

Attendance to this meeting and site visit by a technically competent authorized, representative of the bidder (limited to three participants per bidder with a letter of authorization) will be important. All costs incurred in attending to this pre bid meeting and site visit will have to be borne by the bidders themselves.

CPC reserves the right to change the pre bid meeting and site visit date due to any unforeseen reason and if changed, it will be notified to the bidders who collected Bidding documents.

For this purpose, the Bidders shall inform the contact person and his telephone number when collecting the Bidding 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 23/08/2025 (120 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 local commercial bank or any foreign commercial bank operating in Sri Lanka approved by Central Bank and acceptable to CPC and should be encashable on demand and payable to CPC or bank draft issued by a reputed local commercial bank or any foreign commercial bank operating in Sri Lanka approved by Central Bank and acceptable to CPC equivalent in value of Sri Lanka Rupees 50,000.00.
- 1.5.2 The bid security guarantee shall be valid up to **22/09/2025** (150 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 150 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/ repairs of steel structures, audited 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 including their values.
- 1.6.3 Bidder's copy of business registration and Public contract registration as per clause 1.17.

- 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 <u>ACKNOWLEDGMENTS</u>

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

1.8 AMENDMENTS/CLARIFICATIONS

Fax No.0094-11-2400684/ 2400436

1.8.1 DPC reserves the right to issue amendments to the Bidding document as and when deemed necessary up to the time of pre bid meeting given in Para 1.4.4.

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

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

All clarifications are entertained only up to the date of pre bid meeting.

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

Bidders must acquaint themselves fully with the conditions of the site and Bidding 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 Bidding 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 14.00 hours of Sri Lanka time on 25/04/2025 To: Chairman,
Departmental Standing Procurement Committee,
Ceylon Petroleum Corporation
1st floor, No.609,
Dr Danister Silva Mawatha,
Colombo 09, 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 relevant tender box at Manager (Procumbent & stores), Procumbent & stores Function, Ceylon Petroleum Corporation, 1st floor, No.609, Dr Danister Silva Mawatha, Baseline Road, Dematagoda Colombo 09, Sri Lanka. 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. DPC will not take any responsibility for any Bidding documents sent by post, which has not been received by DPC.

Reference "Fabrication of fixed roof for oil storage tank No 11 at Sapugaskanda Terminal" 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 immediately after 14.00 hours on 25/04/2025 at

Manager (Procumbent & stores) office, Ceylon Petroleum Corporation, 1st floor, No.609, Dr Danister Silva Mawatha, Colombo 09, 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 23/08/2025 (120 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 RESOURSE SHEDULES:

- 1.12.1 All the bidders must produce documentary proof that a consultant or an engineer who is conversant with API standard 650/653 could be assigned for this construction work.
- 1.12.2 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 engineering diploma or higher qualification shall be available full time at site and he shall responsible for all engineering and safety aspect of the construction work. Contractor should submit the list of man power available for this particular job by names and categories as site engineer, supervisor, welders, fitters & helpers etc, along with the bid. A Bio data/Presume of the supervisor going to be employed for this job also will have to be provided along with the offer.
- 1.12.3 Bidders are requested to submit a complete list of construction equipment which will be at site of construction.
- 1.12.4 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 DPC. A responsive bid is one which accepts the terms and conditions of the Bidding 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

DPC reserves the right to accept or reject bids without assigning any reason. DPC will accept the lowest responsive bidder. DPC/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, 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 <u>DECLARATION</u>

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.

1.17 BUSINESS REGISTRATION & PUBLIC CONTRACT REGISTRATION

- 1.17.1 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.
- 1.17.2 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.
- 1.17.3 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 Madura" No.400, D R Wijewardena Mawatha, Colombo 10 / Tel: +94-11-2689208/ +94-11-2689209/ Email: Registrar@drc.gov.lk. (Contact details may vary form actuals & CPC does not take any responsibility in this regard.)]

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 local commercial bank approved by Central Bank and acceptable to CPC in a sum of not less than 10% of the full contract price (without VAT) of the successful bidder on 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 Bidding 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 DPC and such bidder will be placed in the list of defaulting contractors.
- 2.1.3 DPC shall forthwith be entitled in it's 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.

Guarantee shall be in the form of a guarantee issued by a reputed local commercial bank operating in Sri Lanka approved by Central Bank and acceptable to CPC and should be encashable on demand and payable to CPC or bank draft issued by a reputed local commercial bank operating in Sri Lanka approved by Central Bank and acceptable to CPC equivalent in value of Sri Lanka Rupees

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 in four weeks 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 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 2.2.3 which will be released 6 months after successful completion and acceptance of the tank.

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, 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 RETENTION MONEY

As agreed, and given in schedule of payment under section 2.2 of this Bidding 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 6 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 **10 weeks**. 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 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.
- (b) The Contractor has delayed the completion of the work by the number of days for which the maximum number of liquidated damages has been deducted, as defined in clause 2.5 of the Bidding 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 <u>SAFTY REGULATIONS & REGULATIONS FOR THE PREVENTION OF</u> 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.
- 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 posses 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 contact 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 subcontractors 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 subcontractors.
- 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 <u>SECURITY CLEARANCES</u>

- 2.11.1 The Refinery and Terminal premises are considered a high security zone and all contractor's 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/Terminal.
- 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 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, obligation 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 three member panel of arbitration 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 provision contained in the Arbitration Act No 11 of 1995 and the language used shall be the English Language and be governed by laws of Sri Lanka.

3. SCOPE OF SUPPLY & SCOPE OF WORK

3.1 SCOPE OF SUPPLY BY CPC

Material

- 3.1.1 Supply of all construction materials such as steel plates for roof, steel pipes and flanges, bolts & nuts for all connections, gaskets for all internal connections will be supplied by CPC at no extra cost to the contractor. Steel plate requirements of procedure qualification tests and welder qualification tests, will also be supplied by CPC. The contractor shall collect above materials from Refinery Material Warehouse.
- 3.1.2 Supply of all erection material such as pipes, lugs, brackets, scaffolding, wooden planks, structural steel for scaffolding and other accessories.
- 3.1.3 Supply of covering sheets for safety barrier.
- 3.1.4 Supply of all paints & thinner required for painting as per given paint specification.

3.1.2 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 for the site etc.

- 3.1.2.1 The electrical power supply available to the contractor is 400 V AC, 4 wire (TPN), 50Hz and will be subject to following conditions.
- 3.1.2.2 The maximum load that the CPC electrical department can feed will be 100A, 3 phase.
- 3.1.2.3 The CPC 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.
- 3.1.2.4 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.
- 3.1.2.5 The contractor's power distribution boards should consist of adequate over current and earth leakage protective devices for safety of men and machinery.
- 3.1.2.6 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.
- 3.1.2.7 Power supply will be energized after a thorough check and inspection by the CPC electrical engineer, provided all requirements under clauses 3.1.5.4 and 3.1.5.5 are satisfied.
- 3.1.2.8 The whole electrical installation of the contractor should conform to the IEE Wiring Regulations (16th Edition) published by the Institution of Electrical Engineer s (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).

3.1.4 NDT Consumables & Technicians

All NDT consumables and Technicians will be supplied by CPC Inspection Department and all NDT works will be done by CPC Inspection Department including the vacuum test for roof pale welds.

3.1.5 Site Fabrication Facilities

CPC will provide sufficient space in Terminal premises for establishment of a site workshop office for fabrication. The bidder shall indicate the extent of area needed for the site shop. The contractor shall under no circumstance use this site facility for any other purpose not involves with this job.

3.2 SCOPE OF SUPPLY BY CONTRACTOR

- **3.2.1** All Engineers, Supervisors 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 consumables such as welding electrodes, gas for cutting, grinding discs, and all other consumables necessary for the proper execution of the job.
- **3.2.3** Diesel and lube oil for the welding generators, air compressors (if any), cranes, other machinery/equipment required for construction of tank shall be supplied by the contractor.
- **3.2.4** Supply of air less spray-painting equipment & paint brushes.
- **3.2.5** Supply of all construction equipment namely welding machines, gas cutters grinders, cranes & other rigging equipment, necessary electrical panel boards with safety equipment (refer clause 3.1.2), illuminating lamps, tools, lifting gears, safety wear for working inside Refinery/terminal will be the responsibility of the contractor. All equipment should be maintained in good working order and tested when applicable and conform to requirements of the Factories Ordinance of Sri Lanka.
- **3.2.6** 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

All the under mentioned conditions shall be completely fulfilled by the selected bidder for the completion of the total job.

The contractor shall transport all required material to Sapugaskanda Terminal as necessary and also materials removed for repair back to Refinery scrap yard and stack them properly. Site cleaning and completion of tank repair in all respect and make ready for commissioning to the satisfaction of CPC.

3.3.1 Erection of Scaffolding & safety barrier

- 3.3.1.1 Erection of external and internal scaffoldings up to the roof height will be done by CPC. However, if required, the contractor shall modify the scaffolding at roof level for fabrication works and to provide safe access for inspection. Such modifications shall comply with Refinery scaffolding procedure given Schedule H.
- 3.3.1.2 The contractor shall barricade around the tank where necessary to protect the surrounding tanks and environment from construction sparks and hot projective. The contractor may use the existing scaffolding for this purpose with necessary modifications to it.

Maintenance of safety barrier is the total responsibility of the contractor until the clearance is given by CPC safety department to remove it.

3.3.2 Roof fabrication

The dismantling and removal of the existing roof plates and attachments have been completed by CPC. The contractor shall lay and fabricate the new roof plates on the existing roof structure. CPC will provide pre-painted roof plates, coated on both internal and external sides, for the fabrication work.

- 3.3.2.1 Repair the roof trusses (if necessary) as per the instructions of CPC Inspection Department.
- 3.3.2.2 Sizing & laying of roof plates on the roof structure and welding in the best Sequence after reviewing by CPC to minimize deformation as per CPC Dwg. No. 11-1107,11-1603, 11-1604 (refer relevant other drawings as well).
- 3.3.2.3 Repair and installation of recovered attachments such as roof manholes with covers, flame arrester & PV valve, float well for level indicator & gauge hatch.
- 3.3.2.4 Fabrication of roof walk way, operating platforms of man holes and gauge hatch.
- 3.3.2.5 Repair and installation of recovered hand rails.
- 3.3.2.6 Fabrication of cooling water ring supports and installation of recovered fire water rings & sprinklers as per CPC Drawings. (Refer relevant other drawings if necessary)
- 3.3.2.7 Carry out minor repairs related to the tank mark by CPC inspection Dept.

3.3.3 Painting

a. Scrape, wire brush & paint all welded areas of tank roof and its attachments, sways, fire water lines, hand rails, plat forms & all structural as per the paint specification -A & B

3.4 <u>TECHNICAL SPECIFICATIONS/CODES/STANDARDS</u>

3.4.1 WELDING PROCEDURES AND WELDER QUALIFICATION:

3.4.1.1 Filler material for all joints:

The following welding electrodes shall be used for each category of joint.

a. All fillet welds on bottom - AWS E 7018

b. All welds on the shell for all passes
 and roof structure fabrication

c. All piping work

Root run - AWS E 6010 For filling and capping passes - AWS E 7018

d. All fillet welds on roof plates and structural work - AWS E 6013

- 3.4.1.2 Welding procedure specifications (WPS) for all types of joints to be submitted to CPC for approval and Welding Procedure Qualification test shall be carried out in the presence of CPC inspector.
- 3.4.1.3 All welders to be qualified as per ASME Sec. IX in presence of CPC Inspection Engineer at CPC site. Welding of any type will not be allowed with out proper qualification of welders by CPC.
- 3.4.1.4 Pipe welders shall be qualified for all pipe joints as per ASME Sec. IX.
- 3.4.1.5 All the NDT test will be done by CPC Inspection Department.

3.4.2 STANDARD OF MECHANICAL CONSTRUCTION:

This tank has been designed according to API Standard 650/653 by CPC. All mechanical construction work, tolerances and testing has to be as per API Standard 650 (latest edition). Final acceptance will be by CPC based on the limits/tolerances and specification of this standard.

3.4.4 PAINTING SPECIFICATIONS

3.4.4.1 All paints shall be within the shelf-life period specified by the manufacture.

All paints shall be thoroughly stirred to give uniform consistency before use.

Paints supplied as more than one component shall be mixed in the proportions laid down by the supplier and applied within the specified time after mixing (pot life). Coatings containing heavy or metallic pigments that have a tendency to settle shall be kept in suspension by a mechanical agitator or stirrer. No paint shall be used in which the vehicle has set hard and which cannot readily be re-incorporated by correct mixing. Similarly, no paint shall be used which has jellied or thickened to such an extent that too much thinner is required to bring it to brushing consistency.

- 3.4.4.2 Paints shall not be applied under the following conditions: -
 - 1. When the temperature of the surfaces is less than 3C⁰ above the dew point of the surrounding air and/or the relative humidity is higher than 85%.

- 2. When the temperature is below $15C^0$.
- 3. When there is the likelihood of an unfavorable change in weather conditions within two hours after coating.
- 4. When there is a deposition of moisture in the form of rain, condensation, frost etc. on the surface. This is likely to occur when the relative humidity is over 80% and the temperature is below 15 °C.
- 3.4.4.3 Painting carried out under doubtful weather conditions is the responsibility of contractor. If any painting is found to be unacceptable the particular surfaces shall be made paint free and be re-painted at contractor's expense. The first coat of paint shall be applied as soon as possible after surface preparation is approved by CPC Inspection Department. Each layer of paint shall be allowed to dry for a period of time within the limits prescribed by the paint manufacturer, before the next layer is applied.
- 3.4.4.4. Particular attention shall be paid to the painting of corners, edges, welds etc. especially with respect to the specified minimum dry film thickness. All surfaces inaccessible after assembly shall be fully painted before assembly.
- 3.4.4.5 All loose abrasive material shall be removed from the adjacent blast cleaned area prior to the painting to prevent contamination & deterioration of paint by depositing abrasive material on the pain coating due to the wind before drying out of paint coating.
- 3.4.4.6 Each paint system shall be from the same manufacture and two manufacture's paints are not allowed to use in one paint system.

3.4.5 PAINTING SHEDULE

3.4.5.1 PAINT SYSTEMS

Paint system B

External sides of roof including accessories

Surface preparation: Scrape/ Wire Brushing

Primer : Zinc Phosphate Primer or suitable equivalent.

DFT / No. of coats : Total 170 microns

Application : Airless spray

Over coating interval :4 hrs (minimum) 7 days (maximum)

Overcoat : Bright Aluminum or equivalent compatible with the primer

DFT / No. of coats : Total 100 microns in 2 coats

Over coating interval: 4 hrs. (Minimum) 7 days (maximum)

Paint system D

Foam & firewater, Hand railings, platforms and stair case

Surface preparation: Scrape/ Wire Brushing

Primer : Zinc Phosphate Primer or suitable equivalent.

DFT / No. of coats : 2 Patch coats to where the metal is exposed.

2 Full coats over the complete shell surface after patch

priming

Application : Airless spray/ Roller brush

Over coating interval: 4 hrs (minimum) 7 days (maximum)

Overcoat : Enamel paint compatible with the primer

DFT / No. of coats : Total 100 microns in 2 coats

Over coating interval: 4 hrs. (Minimum) 7 days (maximum)

Notes-

1. Paint manufacturers data sheet recommendation shall be strictly applied.

- 2. If the above recoating interval is exceeded, it can be over coated with manufacturers recommended method of surface preparation.
- 3. Two pack epoxy paints shall be applied either by airless/air spray method only as per paint manufacturers data sheet. Brush /roller brush application will not be allowed.
- 4. Epoxy paint two component mixing shall be done by pneumatic/electric mixer only. Hand mixing with timber or steel rod is not allowed.
- 5. All primer paint damaged area should be blast cleaned & patched primed prior to over coating.
- 6. In each specification primer, intermediate, overcoat, thinner, etc shall be from same manufacturer.

3.5. MANPOWER AND SCHEDULES:

- 3.5.1 Bidders are requested to submit a complete list of construction equipment which will be at site of erection.
- 3.5.2 Bidders are requested to provide a complete schedule of man power at various grades deployed at site during execution of the project.
- 3.5.3 Bidder must abide by Refinery Fire and Safety Regulation as given in section 2.10.
- 3.5.4 Bidder's company shall have a consultant or an experienced Engineer, who has experience in tank construction / maintenance work according to API 650. Bidder shall forward Bio data of such experienced engineer with offer.
- 3.5.5 A qualified Engineer shall be available fulltime at the site and bidder shall provide complete Bio data of such engineer.
- 3.5.6 Bidder shall provide complete list of permanent carder including Engineers, Technicians, Welders & Fitters etc with indicating their experience.

3.6 **INSPECTION AND TESTING:**

- 3.6.1 All local fabrication and installation at site will be inspected by CPC inspector with concurrence of the contractor's own inspection.
- 3.6.2 In the event of any rejection arising out of quality of standard of fabrication/installation according to API Standard 650/653 (latest edition), such items shall be replaced by the contractor at no cost to CPC. In view of standard of fabrication that have to be maintained, CPC reserves the right to reject services of workers not meeting up to skills required.
- 3.6.3 CPC inspectors & engineers will carry out inspection at all stages of construction.

3.7 **GUARANTEES**:

- 3.7.1 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.
- 3.7.2 During the whole period from the commencement of construction/erection until 6 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 supplied which will be found to be defective.
- 3.7.3 Any cost of repair /replacement during the guarantee period of 6months 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

1. FORMAT OF BID SECURITY GUARANTEE

[This bank guarantee form shall be filled in accordance with the instructions indicated in brackets]
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 : PL/41/2025
BID GUARANTEE NO : [insert (by issuing agency) number] We have been informed that
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 " Fabrication of fixed roof for oil storage
tank No 11 at Sapugaskanda Terminal " under Bids No.
Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee. At the request of the Bidder, we
 (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 Did 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 Bidding 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

2. BY BANK DRAFT

Chairman,

Departmental Procurement Committee (Major), Ceylon Petroleum Corporation.

Dear Sir,

Bid for Fabrication of fixed roof for oil storage tank No 11 at Sapugaskanda Terminal Public Tender Reference: PL/41/2025

We hereby inform that Bank draft no	value
Issued by	Bank submitted as a bid security
guarantee of the above contract.	
Signature of the bidder	Designation
Company stamp	Date

SCHEDULE -B

FORM OF BID

Chairman,	
Departmental Procurement Committee (Major).
Ceylon Petroleum Corporation	
Dear Sir,	

Bid for Fabrication of fixed roof for oil storage tank No 11 at Sapugaskanda Terminal (PL/41/2025)

We hereby bid **Fabrication of fixed roof for oil storage tank No 11 at Sapugaskanda Terminal** in conformity with the specifications as stated in the Instructions to Bidders.

Having perused the Instructions to Fabrication of fixed roof for oil storage tank No 11 at Sapugaskanda Terminal 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 (Minor), Ceylon Petroleum Corporation.

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

					 	 • • • • •	
Signatur	e of Bi	dde	r				
Date :					 	 	
Name of L			,	•			
Address:							••

SCHEDULE -C

SCHEDULE OF PRICES

Fabrication of fixed roof for oil storage tank No 11 at Sapugaskanda Terminal Tender Reference : PL/41/2025

	Item	Qty	Rate	Currency
1	Modify existing scaffolding as requires & barricade around the tank where necessary to protect the surrounding tanks and environment from construction sparks and hot projective	Item		
2	Sizing of roof plates as per CPC drawings	Item		
3	Laying of roof plates on the roof structure and welding as per CPC drawings	Item		
4	Repair and installation of recovered attachments such as roof manholes with covers, flame arrester & PV valve, float well for level indicator & gauge hatch	Item		
5	Fabrication of roof walk way, operating platforms of man holes and gauge hatch	Item		
6	Repair and installation of recovered hand rails.	Item		
7	Fabrication of cooling water ring supports and installation of recovered fire water rings & sprinklers as per CPC Drawings.	Item		
8	Repair the roof trusses (if necessary) and other minor repairs as per the instructions of CPC Inspection Department	-	-	-
	Pad welding rate per 1 m linear length	5 m		
	Weld filling -rate/cm ² area	2000 cm ²		
	Welding	2 m		
9	Lifting & lowering of relevant items (crane)			
10	Material transportation (fork lift, truck etc.)			
11	Scrape, wire brush & paint all welded areas (and any other areas damaged during above fabrication works) of tank roof and its attachments including walk ways, fire water lines, hand rails, plat forms as per the given paint specification	item		
	Grand Total			

Total price without TAX	-	Rs
18% VAT (if applicable)	-	Rs
Total price	-	Rs
Total price of the job in words		
Project duration – 12 weeks		
VAT Registration Number :		
Date		
	Signat	ure of the Bidder
Company Stamp		
Name Company Address		
Contact Telephone No		

SCHEDULE - D

FORMAT OF PERFORMANCE GUARANTEE

Beneficiary: Chairman, Ceylon Petroleum Corporation, , No.609, Dr Danister Silva Mawatha,
Baseline Road, Dematagoda Colombo 09, Sri Lanka.
Public Tender Reference : PL/41/2025
Date :
PERFORMANCE GUARANTEE NO:
We have been informed that
Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
At the request of the Contractor, we
This guarantee shall expire, no later than the
[Signature(s)]

FORMAT OF ADVANCE PAYMENT SCHEDULE - E

GUARANTEE
An 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") Fabrication of fixed roof for oil storage tank No 11 at Sapugaskanda Terminal [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[amount 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, <i>Insert the date</i> , 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
This AGREEMENT, made the
[name and address of Employer] (hereinafter called "the Employer") and
WHEREAS the Employer is desirous that the Contractor execute
NOW THIS AGREEMENT WITNESSETH as follows:
1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Initial Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
IN WITNESS whereof the parties thereto have to caused this Agreement to be executed the day and year first before written.
The Common Seal of
Signed, Sealed, and Delivered by the said

Binding Signature of Employer

Binding Signature of Contractor

SCHEDULE - G

CONSTRUCTION DRAWINGS LIST

Tank No 11-Terminal

	Description	Drawing No
5.	Tank roof structure	- 11-1603
6.	Tank Roof structure detail	- 11-1604
7.	Tank Roof plates	- 11-1107

SCHEDULE - H

STANDARD SPECIFICATION FOR SCAFFOLDING

Scaffolds

A scaffold is an elevated working platform for supporting both personnel and materials. It is temporary, it's main use being in construction and/or maintenance work. Scaffolds should be designed to support at least four times the anticipated weight of workers and materials which will be used for. Scaffolding is the structure that supports the working platform.

Over Head Protection

Whenever, work is being done above the personnel working on a scaffold, overhead protection should be provided on the scaffold for those personnel. This protection should be not more than 9 ft. (3m) above the working platform and should be planks or other strong suitable material.

Means of Access

A safe convenient means must be provided to gain access to the working platform level. Means of Access may be a portable ladder, fixed ladder, ramp or runway or stairway.

Suggested Scaffolding Regulations for Refinery Use Definition of Scaffold Terms

Standards (or Upright)

The vertical supports which bear the weight of the structure and its load.

Ledgers

Horizontal tubes which connect standards longitudinally and which may act as supports for transoms.

Transoms

Tubes which span ledgers transversely and may support as working platform.

Braces

Tubes fixed diagonally across the length and/or width of a scaffold through a scaffold (i.e. Plan bracing) to increase its stability.

Ties

Tubes used to maintain stability in a scaffold by connecting it to the structure or to the wedges on ground.

Right Angle Load Bearing Coupler

Scaffold fitting used to join major load bearing tubes at right angle.

Swivel Coupler

Fitting used to join tubes at any angle.

Base Plate

A steel plate approximately 6"x6" with a spigot over which a scaffold tube can be placed at right angles to the plate.

Joint Pin

Coupler for joining scaffold tubes end to end by fitting externally.

Sole Plate

Wood plank of suitable size to cover soft ground

Independent Tie Scaffolds

There are scaffolds having two rows of standards

- 1. All scaffolds should be erected on level and firm ground. Where level ground is not available then the ground directly below the sole plates should be leveled.
- 2. Excavations manholes, openings, etc. must be covered with larger timber for sole plates. Where several standards are involved a competent engineer must ensure the bridging is adequate for the loads involved.
- 3. Bricks, scrape pieces of timber, breeze blocks, etc. must not be used as sole plates.
- 4. Metal base plates must be used to support standards on grounds other than hard concrete floor.
- 5. Standards shall be erected vertically at spaced not more than 6 ft. (2.134 m)
- 6. Joints in standards must be staggered, i.e. no adjacent joints in the same lift, and should be as near as possible to the ledgers. These joints should be made with joint pins (internal couplers). Swivel joint couplers should not be used for this purpose.
- 7 Ledgers must be fitted horizontally and secured with 90° load bearing couplers to the inside of the standards, and spaced not more than 6 ft.
- 8. Joints in ledgers should be avoided as much as possible, but may be made with sleeve couplers and must be staggered (i.e. no adjacent joints in the same bay) and should not be more than 2 ft. (610 mm) from any standard.
- 9. Transoms should be fixed at both ends to the ledgers with right angle or swivel couplers. The distance between two adjacent transom shall be not more than 4 ft. The two transoms at the edges of platform should be as close as possible to standard. Those two transoms may be fixed to the standards with any right angle coupler.
- 10. Additional transoms must be fitted to ensure that the ends of the boards or planks are supported properly.

- 11. Ties must be fitted at 20 ft. minimum intervals along the scaffold horizontally over 30 ft. vertically
- 12. All ties must be secured with right angle load bearing couplers.
- 13 At least 50% of all ties should be through ties and must be horizontal where possible and secured to standards or close to standards. Horizontal ties must be fastened both to the internal and external standards or ledgers.
- 14. Where it is not possible to make all ties through ties inter- mediate reveal ties may be fitted.
- 15. The minimum width of the scaffold platforms should be as follows:
 - (a) 24" 2 persons only (no material) 3 boards/planks
 - (b) 32" 3 persons and the depositing of materials not more than 25 kg. Passage of persons 4 boards/planks
 - (c) 48" 4 persons & material up to 50 kg. 6 boards/planks must be supported by minimum of six standards
- 16. All scaffolding must be suitably braced.
- (a) Diagonal bracing at right angles to the structure and at alternative pairs of standards is necessary for the full height of the scaffold.
- (b) Longitudinal or facade bracing to the full height of the structure in the end bays and intermediate locations of 100 ft. may be used.
- (c) Longitudinal bracing should be fastened to extended transoms by right angle couplers provided that such transoms are clamped to ledgers or standards with right angle couplers. Bracing, fastened to the standards may be secured by swivel couplers as near to the ledger as possible.
- (d) Joints in braces should be made by sleeve or parallel couplers.
- 17. Scaffold boards/planks must be free of large splits, knots, should be banded at both ends, and to cut in any way.
- 18. Every scaffold boards/planks longer than 6 ft. should have at least three supports, but needs more supports as in clause 10.
- 19. No board should overhang it last support by more than 12 inches.
- 20. Every scaffold board should have a minimum overhang of 6 inches over its last support.
- 21. The space between two adjacent boards must not exceed 1 inch.
- 22. Scaffold platforms must be completely boarded out.

- 23. Every scaffold platform from which a person can fall more than 6 ft. 6 inch. must be fitted with guard rails the height of the guard rail from the platform must be between 3 ft. and 3 ft. 9 inch (1.142 m).
- 24. The space between the edge of the working platforms and of the equipment must be as small as possible and must never exceed 12 inches. If due to circumstances a gap of more than 12 inches is created, guardrails must be fitted as above.
- 25. As possibility of displacement exist, from high winds etc. boards must be fastened down at both ends with suitable clamps.
- 26. Where platforms become slippery due to oil etc. the boards should either be cleared off and sanded or turned over.
- 27. Clear access must be maintained at all times to all scaffolds and all ladders being used to give access must be sound construction.
- 28. The gap in the guardrail for the ladder access must be as small as possible.
- 29. Ladder runs must not, under any circumstances, be used to support gangways, runways, or platforms of any nature.
- 30. Single planks runs must not be used under any circumstances.
- 31. Ladder landings must be provided at every 30 ft.
- 32. No part of scaffold be used to support any other load or as a supporting point for a chain blocks ratchet etc.

Mobile or United Scaffolds

- 1. No mobile or united scaffold shall be erected to a height greater than 3 1/2 times it minimum base width.
- 2. The standards should be made vertical
- 3. All other requirements for independent tied scaffolds should be satisfied other than ties.
- 4. Maximum height of mobile or united scaffold is 60 ft.

Inspection of Scaffolds and Accessories

- 1 Every scaffolding pipe, coupler & base plate must be inspected by Inspection Engineer once in every months period.
- 2. The Inspection Engineer will reject the defective items such as damaged pipes, corroded couplers and base plates etc.
- 3. Every plank to be used for a platform should be load tested at 6 months intervals by Inspection Dept.
- 4. The planks should be supported at closest to its ends and tested with the rated load at the centre.

The rated loads shall be:

300 Kg. for planks 4 ft. long

200 kg. for planks 6 ft. long

150 kg. for planks 8 ft. long

100 kg. for planks 12 ft. long

- 5. Before load testing every 6 months, planks to be inspected
- 6. Every scaffolding clamp and pipe must be numbered.