



CEYLON PETROLEUM CORPORATION
(Established by Parliamentary Act Number 28 Of 1961)

BIDDING DOCUMENT

FOR

BALANCE PAINTING WORK OF TANK 37

TENDER NO- C/18/2020

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**

TELEPHONE : 0094-11-5668564 / 0094-11-2401359

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DEPUTY ENGINEERING MANAGER
(PLANNING)**

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1. INSTRUCTIONS TO BIDDERS

1.1 INTRODUCTION

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 carrying out sand blasting and painting contracts of steel petroleum storage tanks of value not less than Rs.6 Million (without taxes) awarded by petroleum refinery. The work shall be carried out as per the attached scope of work & technical specifications given in this Bidding Document, at the Oil Refinery premises situated at Sapugaskanda, Sri Lanka.

1.1.2 Pre qualifications for Bidding

The local bidders having experience in carrying out sand blasting and painting contracts of steel petroleum storage tanks of value not less than Rs. 6 Million (without taxes) awarded by petroleum refinery are eligible for collection of bidding documents.

1.2 BASIS OF CONTRACT

1.2.1 The contract will be carried out on lump sum basis. The tender sum covers the total cost for completion of the entire job as per the scope of work in this Bidding document VAT, all local taxes including the withholding tax, employee provident fund and insurance of construction labour, supervision, transportation costs, cost of 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, VAT, all local taxes including withholding tax, and provident fund, insurance of construction labour, supervision, transportation costs, cost of n equipment, etc.

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 the tender sum as requested in SCHEDULE C" Bill of quantities" 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 **08th October 2020 at 15.00 hrs.** A non-refundable bid deposit of Rs. 1500/= (with all taxes) will be charged at the time of collection of Bidding documents.

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

- 1.4.2 The bidding document published in the web www.ceypetco.gov.lk and www.news.lk is only for information.

1.4.3 Pre bid meeting and site visit

Pre bid meeting will be held on at **08th October 2020 at 10.00 hours** at the Deputy Refinery Manager (Maintenance & Projects) s' office of CPC Refinery.

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 77 days (from the date of opening of bids) and that the offer will not be withdrawn during that period. Such Bid Security Guarantee shall be in the form of a guarantee issued by a reputed commercial Bank operating in Sri Lanka 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 commercial Bank operating in Sri Lanka approved by Central Bank and acceptable to CPC equivalent in value of Sri Lanka Rupees **75,000.00**

- 1.5.2 The bid security guarantee shall be valid **91 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 91 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, 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 company profile
- 1.6.4 Plan or method of carrying out work.
- 1.6.5 List of equipment to be used at the Refinery site by the contractor

1.7 ACKNOWLEDGMENTS

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

1.8 AMENDMENTS/CLARIFICATIONS

- 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.
Fax No.0094-11-2400684/ 2400436

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 **14.30 hours of Sri Lanka time on 22nd October 2020.**

To: Chairman,
Departmental Standing Procurement Committee,
Ceylon Petroleum Corporation
Refinery Division
Sapugaskanda,
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 Refinery Manager's Office, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda. 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 "**Balance painting work of tank 37**" 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 **14.30 hours on 22nd October 2020** at

Main Conference Room
Ceylon Petroleum Corporation
Refinery Division
Sapugaskanda.
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 **77 days** (from the date of opening of bids). No price variation is allowed until the completion of the contract and the work acceptance letter is issued by CPC, except variations due to legislation and statutory changes of the Government policies/ regulations.

1.12. MANPOWER AND RESOURCE SCHEDULES:

- 1.12.1 All the bidders must produce documentary proof that a conversant technical supervisor could be assigned for this work.
- 1.12.2 Bidder is requested to provide a complete schedule of manpower at various grades deployed at site during execution of the work. The technical supervisor shall be available full time at site and he shall responsible for all engineering and safety aspect of the work. Contractor should submit the list of man power available for this particular job by names and categories as supervisor, sand blaster, painters 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 equipment which will be at site of work.
- 1.12.4 Contractor shall submit a bar chart along with the offer for the total work .

1.13 BID EVALUATION & SELECTION:

Following the opening of bid proposals, all bids will be evaluated by DSPC. A responsive bid is one which accepts the terms and conditions of the Bidding document.

1.14 RIGHTS OF PROCUREMENT COMMITTEE

DPC reserves the right to accept or reject bids without assigning any reason. DSPC 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 in writing by 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 DECLARATION

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

2. CONDITIONS OF CONTRACT

2.1. PERFORMANCE GUARANTEE

2.1.1 On the bid being accepted, CPC will notify such acceptance by letter of award to the successful bidder whose bid has been accepted. Such notification shall require the successful bidder to furnish at his own cost and expenses, a Performance Guarantee through a reputed commercial Bank in Sri Lanka approved by Central Bank and acceptable to CPC in a sum of not less than 10% of the full contract price 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 guarantee as provided therein, the Bid Security of such bidder will be forfeited at the sole discretion of the DSPC and such bidder will be placed in the list of defaulting contractors.

2.1.2 DPC shall forthwith be entitled in its absolute discretion to select and offer other suitable party as it may think fit (whether another bidder or not) at the risk and expenses of the defaulting contractor and make arrangements required for the performance of the successful bidder whose bid has been accepted and shall be further entitled to recover from the defaulting contractors all loans, costs damages and expenses CPC may sustain in consequences of default by the said default contractor.

2.2 SCHEDULE OF PAYMENT

2.2.1 Advance payments will not be made

2.2.2 Progress/part payments will be made on the basis of 75% of the value of work completed. The balance 25% will be retained until the successful completion and handing over of the tank to CPC and released subject to retention conditions in clause 2.2.3. Part payment will be made to contractor within one month of finalizing their submission of part payment bill by the contractor.

2.2.3 Five (5%) percent of the total contract value will be withheld at the final payment from the retention money of progress payments mentioned in clauses 2.2.2 which will be released 12 months after successful completion 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 withholding 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, including site cleaning and handing over the site shall be 2 months. The bidder should submit an overall project schedule showing the number of calendar days required to reach the date of completion and showing the time required for completion of various phases of work, and resource allocation.

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 amount 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 SAFTY REGULATIONS & REGULATIONS FOR THE PREVENTION OF FIRE

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

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

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

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

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

Factories Ordinance and its amendments.

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

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

2.11 SECURITY CLEARANCES

2.11.1 The Refinery premises is considered a high security zone and all 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.

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, 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 single Arbitrator and settled by Arbitration in accordance with the Rules of the Arbitration Centre of the Institute for the Development of Commercial law and Practice in Sri Lanka. The composition, jurisdiction of the Arbitral Tribunal, conduct of arbitration proceedings, Awards and any other matters relating to Arbitration shall be in accordance with the 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

3.1.1 Material

Available scaffolding shall be used with necessary adjustments.

3.1.2 Construction Utilities

CPC will provide sufficient construction utilities at site at no extra cost to the bidder, which includes supply of electrical power and 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 Refinery Electrical Department will terminate the feeding cable(s) to suitable circuits isolating and interrupting devices such as a circuit breaker or a switch fuse at a convenient location. This installation will remain the property of CPC and the contractor will not have access to it.

3.1.2.4 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 Engineers (IEE) - London. The safe working voltage for all portable hand lamps and portable hand-held tools up to 2KW should not exceed 110V. (Only 110V, 1 phase center point earthed reduced low voltage system is allowed).

3.2 SCOPE OF SUPPLY BY CONTRACTOR

3.2.1 All Supervisors and Labourers required to carry out the job and safety gears for the Contractor's personnel shall be supplied by the Contractor.

3.2.2 Supply of all paint material as per paint specification and white sand for sand blasting.

3.2.3 Diesel and other consumables for the air compressors and other machinery/equipment required.

- 3.2.4 Supply of all sand blasting and painting equipment, tools, safety wear for working inside Refinery 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.

Note -Quality of all material use for the construction shall be acceptable to CPC.

- 3.2.5 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

- 3.3.1. Adjustment of the existing scaffolding as necessary to carry out the balance painting work and dismantling and handing over all scaffolding items to the refinery scaffolding stores on completion of work.
- 3.3.2. Sand blasting and painting of tank as detailed in the BOQ (SCHEDULE C) following given paint specification.
- 3.3.3. Blast clean and paint roof external sides as per painting specification-B.
- 3.3.4. Blast clean & paint all structural Hand rails, Stairs in the tank as per painting specification (E).
- 3.3.5. Blast clean and paint top two shell course internal side as per painting specification (B).
- 3.3.6. Blast clean all paint damaged locations and paint as per painting specification (B). After painting all paint damaged area, clean and apply one overcoat (Sigma guard 720 - Green colour) to 150 Microns DFT, to complete roof internal side and to all roof trusses.
- 3.3.7. Blast clean & paint top shell course & second shell course external sides as per painting specification (A)
- 3.3.8. Blast clean and paint complete bottom plates and complete bottom shell course internal side (product side) as per painting specification (C).
- 3.3.9. Scrape, wire brush, patch prime and overcoat shell external side (except top & second shell courses) as per painting specification (D) after completion of all welding & mechanical repair work.
- 3.3.10. Blast clean and paint all foam and fire water pipe lines as per painting specification (E) after completion of all welding & mechanical repair work.
- 3.3.11. Removal of used sand etc. and cleaning site and handing over.

3.4 SPECIFICATION FOR BLAST CLEANING

- 3.4.1. Blast cleaning shall satisfy to SA 2 1/2
- 3.4.2. All the blast cleaned surfaces shall be brushed off with clean brushes or blown off with compressed air to remove all traces of blast cleaned products before painting.
- 3.4.3. CPC reserves the full authority to accept or reject a prepared surface depending on the cleanliness and/or anchor pattern specified by the specific paint manufacture, depending on the type of paint system selected.
- 3.4.4. Prior to commencement of blast cleaning a sample of abrasive material to be supplied to CPC for approval and a test sample to be performed for the qualification of the particular abrasive material and the operator.

3.5 PAINTING SPECIFICATIONS

I. All paints/paint systems shall meet following requirements.

- All external paints shall be marine/industrial grade from reputed manufacturer and shall suitable for high durability under environmental exposure of ISO 12944 C51
- 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 reincorporated 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.

II. Paints shall not be applied under the following conditions :-

1. When the temperature of the surfaces is less than 3°C above the dew point of the surrounding air and/or the relative humidity is higher than 85%.
2. When the temperature is below 15°C .
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.

III. 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. 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.

IV. 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 paint coating due to the wind before drying out of paint coating.

Tank Painting Specifications - (A)
Top & second shell course (External side)

	Paint	DFT (Microns)	Overcoating interval	
			Min.	Max.
Primer	Zinc Phosphate or equivalent	170		
Finish	Enamel paint (Bright Aluminum colour) compatible to primer	70		
Thinner	Generic thinner			
Surface Preparation	Blast cleaning to SA 2 ½			
Paint Application	Brush / roller brush / spray			

Tank Painting Specifications - (B)

Roof (Internal & external side) shell (internal side top) & roof & trusses.

	Paint	DFT (Microns)	Over coating interval	
			Min.	Max.
Primer	Sigma Cover 522	50	2-6 Hrs.	60-90 days
Intermediate	Sigma guard 720 (Gray colour)	150	2-6 Hrs	4-7 days
Finish	Sigma guard 720 (Green colour)	150	2-6 Hrs	4-7 days
Thinner	Sigma thinner # 9192			
Surface Preparation	Blast cleaning to SA 2 ½			
Paint Application	Airless spray			

Tank Painting Specifications - (C)**Complete bottom plate, sketch plates, complete bottom shell course product side.**

	Paint	DFT (Microns)	Over coating interval	
			Min.	Max.
Primer	International Interline 399	150	16 Hrs.	
Finish	International Interline 399	150	16 Hrs	
Thinner	International GTA 220			
Surface Preparation	Blast cleaning to SA 2 ½			
Paint Application	Airless spray			

Tank Painting Specifications - (D)**Tank shell (except top & second) side with accessories)**

- Primer : Red Lead Primer or suitable primer compatible with the existing paint.
- Surface preparation : Scraping/wire brushing
- DFT / No. of coats : 170 microns / 04 or suitable equivalent – here only 2 coats are enough with the existing the final will give about 170 microns . However the metal exposed areas to be patch primed (2 coats)
- Application : Brush / roller / Air spray / Airless spray
- Over coating interval : 14 hrs (minimum)
7 days (maximum)

Tank Painting Specifications - (E)**Hand railings, Platforms, foam & firewater piping –**

	Paint	DFT Microns	Over coating interval	
			Min.	Max.
Primer	Zinc Phosphate or equivalent	170		
Finish	Enamel paint compatible to primer	50		
Thinner	Generic thinner			
Surface Preparation	Blast cleaning to SA 2 ½			
Paint Application	Airless spray			

- Note :* 1. Paint manufacturers data sheet recommendation shall be strictly applied.
2. Paint damaged areas due to welding or due to other reasons shall be power brushed & applied with the same paint system.
3. Paint mixing shall be done only with pneumatically/electrically operated paint mixer.
4. Complete painting area shall be applied with only one brand name paints. (All Primer, Intermediate & over coat shall be same brand.)
5. Shell external each primer coat shall be applied with different color primer .Primer shall be Ordered at least with two different colors to clearly distinguish number of primer coats applied.
6. All paint specifications were given after carefully reviewing tank operation conditions & obtained from M/S Petronas of Malaysia painting recommendations for tanks If quotations to be obtained from all paint suppliers , please give our service requirements, temperatures & applicable area to paint suppliers & obtain paint system from paint suppliers .

3.6. MANPOWER AND SCHEDULES:

- 3.6.1 Bidders are requested to submit a complete list of equipment which will be at site of erection.
- 3.6.2 Bidders are requested to provide a complete schedule of man power at various grades deployed at site during execution of the project.
- 3.6.3 Bidder must abide by Refinery Fire and Safety Regulation as given in section 2.10.
- 3.6.4 Bidder's company shall have a consultant or an experienced Engineer, who has experience in tank construction / maintenance work.
- 3.6.5 A qualified work supervisor at least NCT qualified shall be available fulltime at the site and bidder shall provide complete Bio data of such supervisor.

3.7 INSPECTION AND TESTING:

All sand blasting and painting work will be inspected by CPC inspector with concurrence of the contractor's own inspection.

SCHEDULE - A

FORMAT OF BID SECURITY GUARANTEE

[This bank guarantee form shall be filled in accordance with the instructions indicated in brackets]..... [insert issuing agency’s name and address of issuing branch or office]

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

Date : [insert (by issuing agency) date]

Public Tender Reference : C/18/2020

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

We have been informed that [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called “the Bidder”) has submitted to you its bid dated[insert (by issuing agency) date] (hereinafter called “the Bid”) for execution of Balance painting work of tank 37 under Bids No. [insert IFG number] (the “IFB”)

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we [insert name of issuing agency] hereby irrevocably undertake to pay you any sum of sums not exceeding in total an amount of [insert amount in figures] [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligations(s) under the bid conditions, because the Bidder.

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

2. BY BANK DRAFT

Chairman,
Departmental Standing Procurement Committee,
Ceylon Petroleum Corporation.

Dear Sir,

Bid for Balance painting work of tank 37

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 (Minor),
Ceylon Petroleum Corporation

Dear Sir,

Bid for Balance painting work of tank 37

We hereby bid in conformity with the specifications as stated in the Instructions to Bidders.

Having perused the Instructions to Bidders **Balance painting work of tank 37** 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.

.....

Signature of Bidder

Date :

Name of Local Agent (if any)

.....

Address :

.....

.....

SCHEDULE –C**SCHEDULE OF PRICES (BILL OF QUANTITIES)**

Item	Description	Quantity	Unit	Rate (Rs)	Amount(Rs)
	Approximate tank diameter and height are 18.3m and 14.6m respectively. Note: Paint material to be supplied by the contractor				
1	Adjustment of existing scaffolding as necessary for following painting jobs, dismantling and handing over to scaffolding stores on completion of work.	Item		sum	
2	Sand blasting and painting of tank roof external as per paint specification A (Approximate area is 270Sq.m)	Item		sum	
3	Tuch up and spray painting of already painted roof internal side and apply one finish coat as per paint specification B. (Approximate area is 270 Sq.m)	Item		sum	
3A	Touch up and spray painting of already painted roof truss structure and apply one finish coat (150 microns) as per paint specification B.	Item		sum	
4	Sand blasting and painting of tank top 1 st shell course internal as per paint specification B. (Approximate area is 140 Sq.m)	Item		sum	
4A	Sand blasting and painting of tank top 2 nd shell course internal as per paint specification B. (Approximate area is 140 Sq.m)	Item		sum	
5	Sand blasting and painting of tank top two shell courses external as per paint specification A (Approximate area is 280Sq.m)	Item		sum	
6	Sand blasting and painting of tank bottom and bottom shell course internal as per paint specification C (Approximate area is 410Sq.m)	Item		sum	
7	Sand blasting and painting of foam/firewater piping and all structurals including stairs, hand rails , platforms etc. as per paint specification E	Item		sum	
8	Scrape, wire brush patch primer and over coat shell external except top most two shell courses as per paint spec.D. (Approximate area - 560 Sq.m)	Item		sum	
9	Removal of used sand etc. and cleaning site	Item		sum	
	Total (With out VAT)				

Total price without TAX - Rs.....

8% VAT (if applicable) - Rs.....

Total price - Rs.....

Total price of the job in words

.....
.....

VAT Registration Numbers :.....

Date Signature of the Bidder

Company Stamp :

Name

Company Address

Contact Telephone No

SCHEDULE - D

FORMAT OF PERFORMANCE GUARANTEE

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

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

Public Tender Reference : C/18/2020

Date :

PERFORMANCE GUARANTEE NO :

We have been informed that[name of Contractor] (hereinafter called “the Contractor”) has entered into Contract No. [reference number of the contract] dated with you, for the Sand blasting and painting of tank 59 (Stage 1) (hereinafter called “the Contract”)

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

At the request of the Contractor, we..... [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....[amount in figures] (.....) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of,20.....[insert date, 28 days beyond the scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

.....
[Signature(s)]

SCHEDULE - E

FORM OF AGREEMENT

AGREEMENT

This AGREEMENT, made the[day] day of.....[month] 20
....[year] between.....

.....
[name and address of Employer] (hereinafter called “the Employer”) and

.....
.....[name and address of contractor] (hereinafter called “the
Contractor”) of the part.

WHEREAS the Employer is desirous that the Contractor execute

.....
.....[name and identification number of Contract] (hereinafter called “the
Works”) and the Employer has accepted the Bid by the Contractor for the execution and
completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same 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
was hereunto affixed in the presence of :

Signed, Sealed, and Delivered by the said
in the presence of:

Binding Signature of Employer

Binding Signature of Contractor

BID NOTICE
CEYLON PETROLEUM CORPORATION
REFINERY DIVISION
BALANCE PAINTING WORK OF TANK 37
TENDER NO-REF- C/18/2020

Departmental Procurement Committee (DPC) hereby calls bids for Balance painting work of tank 37 at the Petroleum Refinery, Sapugaskanda.

Local bidders having experience in carrying out sand blasting and painting contracts of steel petroleum storage tanks of value not less than Rs. 6 Million (without taxes) awarded by petroleum refinery are eligible for collection of bidding documents.

A non-refundable bid deposit of Rs. 1500/=(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 00.00.2020 at 15.00 hours and the closing date and time of receiving sealed bids will be on 00.00.2020 at 14.30 hours and bids will be opened immediate after the closing of bids.

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 -94 11 2400427 / 2400431

Fax -94 11 2400431 / 2400436

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