

**Construction of a Jet A-1 Transfer Pipeline and Tank Farm
(Bid No. B/21/2025)
Answers for the clarifications sought by bidders - set 04**

Sl. No.	Section	Reference Clause No./Section	Description	Bidder's Query	Response from CPC
1	Section V, Appendix 14, Material Requisition for Pumps P-2001 A/B		Datasheet	PUMPS P-2001 A/B: -The specified minimum suction pressure is –0.5 bar(g), and since centrifugal pumps are not self priming. the suction piping system must be designed to ensure the pump operates under a flooded suction condition. Please confirm the suction piping configuration and conditions to maintain positive fluid head at start up. -Please specify the location of installation of pump package: Indoor/ Outdoor/ Under Roof. -Please advise if there is any sourcing restriction. -Please advise of the list of capital spares required. -Please share the specification: i. 7258-1831/2 External Painting ii. 7258-1930/3 Inspection and Test Instructions.	Sl. No. 44 of Answers for the Clarifications sought by bidders - Set 02
2	Section V, Appendix 14, Material Requisition for Pumps P-2002 A/B		Datasheet	PUMPS P-2002 A/B: -The specified minimum suction pressure is –0.5 bar(g), and since centrifugal pumps are not self priming. the suction piping system must be designed to ensure the pump operates under a flooded suction condition. Please confirm the suction piping configuration and conditions to maintain positive fluid head at start up -Please specify the location of installation of pump package: Indoor/ Outdoor/ Under Roof. -Please advise if there is any sourcing restriction. -Please advise of the list of capital spares required. -Please share the specification: i. 7258-1831/2 External Painting ii. 7258-1930/3 Inspection and Test Instructions.	Sl. No. 45 of Answers for the Clarifications sought by bidders - Set 02
3	Section V, Appendix 14, Material Requisition for Pumps P-2003		Datasheet	PUMPS P-2003: -Please advise if internal gear pumps can be offered instead of vane pumps. -The inspection and testing listed in clause 3.13 demands for witness testing and non-witness in shop tests, please specify the type of testing required. -Please share the specification: i. 7258-1831/2 External Painting	Sl. No. 46 of Answers for the Clarifications sought by bidders - Set 02
4	Section V, Appendix 2, Jet A1 Pipeline Route Maps in Scale 1:1000	Sheet 3 of 27		In the document. PEN-117258-04 near BV1 at the canal crossing, showing two bore holes. Please provide Borehole data.	Sl. No. 47 of Answers for the Clarifications sought by bidders - Set 02
5	Section V, Appendix 2, Jet A1 Pipeline Route Maps in Scale 1:1000	Sheet 12 of 27		In the document. PEN-117258-04 near 9km- canal crossing, showing two bore holes, please provide borehole data	Sl. No. 48 of Answers for the Clarifications sought by bidders - Set 02
6	Section V, Appendix 2, Jet A1 Pipeline Route Maps in Scale 1:1000	Sheet 16 of 27		In the document. PEN-117258-04 near 12km+ canal crossing, showing two bore holes, please provide Bore hole data	Sl. No. 49 of Answers for the Clarifications sought by bidders - Set 02
7	Section V, Appendix 2, Recommended Vendor List	14, 35	Filter water separator vessels & Micro Filters	Filter element will be from Europe/USA. However, the housing of the same will be done in UAE. Is it acceptable?	Country of Origin and the Manufacture of the supplied products shall be of the countries defined in the Bidding Document.
8	Section V, Appendix 14, Material Requisition for Pumps P-2005	3.1	Pump shall be of the sliding vane type, manufacturer standard.	For P-2005, Will Screw type pump be accepted instead of Vane type. Since the Positive displacement pump Vane type is not available in the market.	Bidder's request is not acceptable
9	Section V, Appendix 2, Recommended Vendor List	14, 35	Filter water separator vessels & Micro Filters	If Filter water separator is assembled in UAE with the design endorsed by the approved manufacturer acceptable ?	Country of Origin and the Manufacture of the supplied products shall be of the countries defined in the Bidding Document.
10	Section V, Appendix 13, Insulating Coupling, 7258-1172/4	2.2 & 2.3	For Operating and Design Parameters refer Datasheet	Datasheet of Insulation Jacket	Please see the Attachment - 1 (Please note that this is the available DATASHEET with CPC. Revising and verification of this can be done during FEED verification in detail design stage.

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11	Document -PMN-117258-080-Invitation for Bids 2025 V0 Section -Notes Section III _PMN-117258-083-Evaluation and Qualification-6.3 General Submittal; Clause No. 6.3.16	Section -Notes 6.3 General Submittal; Clause No. 6.3.16	As per the Public Contract Act No, 3 of 1987, the Prospective Bidders shall be registered in Department of Registrar of Companies through https://eroc.drc.gov.lk/ website and submit PCA 3 certificate along with their Bid. Clause No. 6.313 ->PCA 3 Certificate as per the Public Contract Act No, 3 of 1987, obtained from the Department of Registrar of Companies	Please note that we have made multiple attempts to register for the PCA Certification through the eROC website in Sri Lanka. However, each time we encountered issues with the eROC system, which remains unresponsive and does not allow us to proceed to the next section. We also note that eROC has officially issued a notification regarding this system issue, which we have enclosed herewith. In view of the above and based on eROC's response, we kindly request your understanding that the PCA Certification cannot be submitted at the bidding stage due to the ongoing system malfunction. We confirm, however, that the PCA Certification will be duly submitted in the event of project award. We therefore seek your approval to allow this submission at that stage	Submission of PCA-3 certification is a Government Rule. Hence, we are not in a position to except from that requirement. We checked the matters with the eroc website and the website access is now available. Hence Bidders shall submit the PCA 3 certificate with the Bid.
12	Section IV _PMN-117258-084-Bidding Forms-5BDF-5 Draft Format of Joint Venture Agreement	Section IV _PMN-117258-084-Bidding Forms-5BDF-5 Draft Format of Joint Venture Agreement	To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act and any other respective laws of Sri Lanka	We kindly request your confirmation that the Joint Venture Agreement can be executed on a Non-Judicial Stamp Paper of appropriate value in accordance with the relevant stamp laws of the Bidder's country of origin . As the enforceability of the agreement remains valid under the applicable laws, we understand that it is not necessary to execute the same on stamp paper issued in Sri Lanka. We therefore request your confirmation to proceed on this basis, ensuring both legal compliance and commercial efficiency	As stipulated in the bidding document, the Joint Venture Agreement must be signed on non-judicial stamp paper of suitable value in compliance with Sri Lanka's Stamp Duty Act and registered with the relevant authority in line with the Registration of Documents Ordinance and other relevant laws. Under Sri Lankan law, an agreement signed only on non-judicial stamp paper from another country will not be considered properly stamped or enforceable, and as a result, it will not meet the requirements. However, for the purpose of bid submission, a copy executed in the bidder's country of origin may be accepted, provided that, in the event of award, the successful bidder shall re-execute or duly stamp and register the Joint Venture Agreement in Sri Lanka prior to contract signing. Failure to duly reconstitute, stamp, and register the agreement as required shall constitute a material non-compliance with the conditions of award, entitling the Procuring Entity to treat the award as null and void and to forfeit the bid or performance security, as applicable.
13	Section IV _PMN-117258-084-Bidding Forms - BDF-6 Pro-forma Letter of Participation from each Partner of Joint Venture	Section IV _PMN-117258-084-Bidding Forms - BDF-6 Pro-forma Letter of Participation from each Partner of Joint Venture	To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act and any other respective laws of Sri Lanka	We kindly request your confirmation that the Letter of Participation from each Partner of Joint Venture can be executed on a Non-Judicial Stamp Paper of appropriate value in accordance with the relevant stamp laws of the Bidder's country of origin . As the enforceability of the agreement remains valid under the applicable laws, we understand that it is not necessary to execute the same on stamp paper issued in Sri Lanka. We therefore request your confirmation to proceed on this basis, ensuring both legal compliance and commercial efficiency	The requirement to execute documents on non-judicial stamp paper of appropriate value under the Stamp Duty Act of Sri Lanka primarily applies to legally binding instruments such as the Joint Venture Agreement or Contract Agreement. The Letter of Participation from each Joint Venture partner, being a declaration of intent rather than a binding contract under Sri Lankan law, may be executed on non-judicial stamp paper (or equivalent) of the bidder's country of origin. Such execution shall be deemed acceptable for bid submission purposes, provided the document is duly signed by authorized representatives and is legally valid in the country of origin.
14	Document No.: PMN-117258-040			As per scope of work Sec. 4.2.1, "Supply, Construction, Fabrication and installation of 02 Nos. of Independently operated road tanker bottom filling Gantries to fill the Jet A-1 product for bowsers having the capacity up to 40,000 litres, with shelters complete with batch controllers, hoses, flow meters, safety devices, fittings, pipework and all necessary accessories " However in the provided FEED documents, details of gantries or location is not provided. If gantries to be considered, provide the process, mechanical and material detail for the same.	As this is an EPC/Turnkey contract, this has to be designed by the selected Bidder during the Detail design stage
15	Answers for the clarifications sought by the bidders set 3.			The answers for Sr. No.7, 14, 15, 17, 18, 19, 84, 146 &149 stipulates that "This has to be designed by the selected bidders during the detailed design stage." Our understanding is that these scope items will be finalized during the detailed Engineering phase, and that the associated Engineering , procurement, and construction activities will be treated as additional work. Kindly confirm if our understanding is correct.	Since this is an EPC/Turnkey contract, the bid price shall includes all the associated costs required to fulfil the Scope of Work defined in the bidding document.
16	Answers for the clarifications sought by the bidders set 3.			Additionally, Attachment No. 2, which to open in Google Earth, is currently showing an error. Please re-share the correct file.	Please refer Attachment - 2

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17	Document No. PMN-117258-080- Invitation for Bids 2025 V0 and Pre Bid Query Response No. 1 Attachment -Section II Bid Data Sheet	Clause No. D Submission and Opening of Bid	Submission and Opening of Bid Tender Box for submission of Bid shall remain open until 1400 hrs (Sri Lanka Local Time) on 17.10.2025.	<p>We would like to bring to your kind attention the challenges we are currently facing in sourcing the required project material strictly from manufacturers in Europe, USA, and Japan, as per the tender specifications.</p> <p>Most of the reputed manufacturers from these regions are regretting to quote, citing two main reasons:</p> <ul style="list-style-type: none"> - The relatively small quantities involved. - Sri Lanka not falling under their designated supply jurisdiction. <p>Consequently, they are directing us to approach their counterparts in India and other South Asian countries such as Thailand and Malaysia. This situation is consuming considerable time as we continue efforts to identify suitable manufacturers from the specified regions (Europe, USA, Japan) who can comply with the tender requirements.</p> <p>Furthermore, several manufacturers from these regions have indicated that they require additional time and have requested us to wait until the middle of November for them to review and provide their quotations.</p> <p>In view of the above, we respectfully request an extension of the submission deadline to accommodate these constraints and to enable us to submit a complete, compliant, and competitive proposal. We strongly believe that such an extension will ensure higher quality participation and a fair evaluation process.</p> <p>Also, for the notarization on many critical documents, due to the festive season in India, most of the Government organization having long holidays due to which it is taking time</p>	Submission and Opening of Bid has been extended by 28 days (i.e. 1400hrs on 14.11.2025) as communicated in email dated 09.10.2025
18	Clause 2.4, FIDIC-1999-Silver-Book, Section VII Particular Conditions of Contract:			<p>Please note that the Employer shall submit, within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment]. If the Employer intends to make any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.,This clause stands deleted in the Particular Conditions of Contract..</p> <p>Deletion of this clause is High Risk for the EPC Contractor, we kindly request to include the clause to cover our financial risk.</p>	The said clause was deliberately deleted as CPC, being a Government-Owned Statutory Corporation, is financially backed by the Government of Sri Lanka. Hence, there is no requirement to furnish separate evidence of financial arrangements. The Employer's payment obligations remain valid and enforceable under the Contract; therefore, reinstatement of this clause is not acceptable.
19	Clause 8.7, FIDIC-1999-Silver-Book, Section VII Particular Conditions of Contract:			<p>The clause stipulates 0.05% per day as delay damages for each section, subject to a max. 10% of CV.</p> <p>We kindly request you to revise max. 5% of CV instead of 10%.</p>	Bidder's request is not acceptable
20	Clause 14.2, FIDIC-1999-Silver-Book, Section VII Particular Conditions of Contract:			<p>The clause stipulates that Advance payment is in parts. 50% upon submission of bonds and 50% upon submission of details of utilization of first 50% of Advance.</p> <p>This is not admissible and it's not a standard industrial practice. We kindly request you to revise the same.</p>	Bidder's request is not acceptable
21	Clause 15.5, FIDIC-1999-Silver-Book, Section VII Particular Conditions of Contract:			<p>The clause stipulates that the Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.</p> <p>This is high risk for EPC Contractor. Hence, we kindly request client to provide firstly a minimum period after which the termination can be done to recover at least the Costs associated with mobilizing to the site and secondly please furnish a termination fee of a Fixed Percentage to cover lost overhead and profit on the unexecuted Works.</p>	Bidder's request is not acceptable

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22	Clause 20.6, FIDIC-1999-Silver-Book, Section VII Particular Conditions of Contract:			The clause stipulates UNCITRAL rules, 3 Arbitrators, English language, seat and venue Sri Lanka. We kindly request to change the venue as Dubai.	Bidder's request is not acceptable
23	Clause 14.4, FIDIC-1999-Silver-Book, Section VII Particular Conditions of Contract:			There is no clarity on payments. We kindly request to furnish the same.	Please refer Part 5, "Schedule of Payments"
24	General			As we are yet to receive quotes from various vendors & subcontractors for bought out items and service works, the time available from now is not enough to prepare the techno-commercial offer in line with the tender requirements. Hence, we kindly request you to extend the date of bid submission by two months from 17th October 2025.	Submission and Opening of Bid has been extended by 28 days (i.e. 1400hrs on 14.11.2025) as communicated in email dated 09.10.2025.
25	SECTION III EVALUATION AND QUALIFICATION CRITERIA TECHNICAL PROPOSALS	2. Evaluation, Paragraph 1	The documents required for submission and evaluation of First Stage Technical Proposal are detailed in Annex I of this Section. In addition, the following factors shall apply in Proposal evaluation. The documents related to previous experience within the home country of the bidder shall be authenticated by the Chamber of Commerce or Ministry of Trade & Commerce or any other equivalent government authority of the bidder's country. The documents related to previous experience outside the home country of the bidder shall be authenticated by the respective embassy or the consulate located in the bidder's country.	Obtaining authentication of documents from authorities such as the Chamber of Commerce, Ministry of Trade & Commerce, or respective embassies requires coordination with multiple entities and involves a considerable amount of time, particularly when engaging with potential joint venture partners or international collaborators. As our objective is to identify and finalise the most suitable partner to ensure a technically and financially sound proposal, we respectfully request that the requirement for such authentication be replaced with the submission of completion or substantially completed certificates issued by the respective employers as sufficient proof of previous experience. Therefore, we kindly request to amend the aforementioned clause as follows: "The documents required for submission and evaluation of the First Stage Technical Proposal are detailed in Annex I of this Section. In addition, the following factors shall apply in Proposal evaluation. The Bidder shall submit copies of completion certificates or substantially completed certificates issued by the respective employers as proof of previous experience."	CPC extended the Submission and Opening of Bid by multiple times which is altogether 130 days of bidding period in order to facilitate bidders to fulfill all required conditions stipulated in the Bidding Document. Hence, your request to amend the clause is not acceptable
26	SECTION III EVALUATION AND QUALIFICATION CRITERIA TECHNICAL PROPOSALS	2. Evaluation Table 1 Technical Evaluation Table	History of completion of projects of a similar nature (*) and of comparable size and complexity requirements, in the last 15 years under EPC/Turnkey basis only. * Only the oil & gas pipeline constructions carried out in populated urban areas are considered as similar nature pipeline projects. Pipeline constructions carried out inside terminals (depots, airports, refineries etc.) are not considered as similar nature projects.	The current qualification requirement is exceptionally specific, and identifying a suitable partner capable of fully complying with this criterion is extremely challenging. For the swift implementation of the project in the most cost-effective manner, we kindly request to amend the aforementioned clause as follows: "History of completion of projects of a similar nature (*) and of comparable size and complexity requirements, in the last 15 years under EPC/Turnkey basis only. * Oil and gas pipeline constructions carried out in populated urban areas or within terminals (such as depots, airports, refineries, etc.) shall be considered as similar nature pipeline projects, and the total length of the pipeline shall be taken as the aggregate length of all such pipeline sections."	Bidder's request is not acceptable
27	Part 1 Section I _PMN-117258-081- Instructions to Bidders	15.1	The Bidder shall furnish as a part of its Bid, a Bid Security Guarantee in the form of an irrevocable, unconditional, on demand Bank Guarantee, en-cashable in Colombo, from a commercial bank operating in Sri Lanka and approved by Central Bank of Sri Lanka for a value of USD 500,000 in favour of Ceylon Petroleum Corporation in original form as specified in BDS.	According to the Bidding Documents, the Bid Security must be issued by a commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka. We would like to inquire whether a bank or financial institution with a credit rating of "A" or above (as rated by recognized international credit rating agencies such as S&P, Fitch, or Moody's) may also be accepted as the issuing institution for the Bid Security, provided that the guarantee is irrevocable, unconditional, on demand, and encashable in Colombo.	Bidder's request is not acceptable

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28	Part 1 Section IV_PMN-117258-084-Bidding Forms	BDF-9A Form of Bid security (Bank Guarantee)	to revise the Bank Guarantee format	<p>We would like to inquire whether it is permissible to revise the Bank Guarantee format as shown below.</p> <p>Bank Guarantee</p> <p>.....Bank's Name, and Address of Issuing Branch or Office</p> <p>Beneficiary: CEYLON PETROLEUM CORPORATION, No: 609, Dr. Danister De Silva, Mawatha Colombo 09, Sri Lanka</p> <p>Date:</p> <p>Bid Security No.:</p> <p>We have been informed that JV of NS COMPANY CO., LTD., GUNHO E&C CO., LTD., and KHPT CO., LTD. (hereinafter called "the Bidder") has submitted to you its bid dated 17th October, 2025 (hereinafter called "the bid") for the execution of Construction of a Jet A-1 Transfer Pipeline from Muthurajawela to BIA Katunayake & Construction of Jet A-1 Storage Tanks and Associated Facilities with Modifications to the Existing Terminal Facility at Muthurajawela under Invitation for Bid No. B/21/2025 ("the IFB").</p> <p>Furthermore, we have been informed that, according to your conditions, bid must be supported by a bid guarantee.</p> <p>At the request of the Bidder, we name of Bank. . . . hereby irrevocably undertake to pay you within 15 business days any sum or sums not exceeding in total an amount of USD 500,000 (Five hundred thousand US dollars only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:</p> <p>(a) has withdrawn its bid during the period of bid validity specified by the Bidder in the Form of bid;</p> <p>(b) has refused to accept the correction of errors in its bid; or</p> <p>(c) having been notified of the acceptance of its bid by the Employer during the period of bid validity,</p> <p>(i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.</p> <p>This guarantee will expire: (a) in the event that the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and performance security issued to you upon the instruction of the Bidder; (b) in the event that the Bidder is not the successful Bidder, upon our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (c) 00th Month Year, whichever is the earliest (the "Expiry Date")</p> <p>Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.</p> <p>This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, International Chamber of Commerce Publication Number 758 (URDG 758) and shall be governed by and construed in accordance with the laws of Sri Lanka and shall be subject to exclusive jurisdiction of the courts of Sri Lanka.</p>	<p>CPC noted that the Bidder has proposed an alternative format for the Bid Security. However, as per the Instructions to Bidders and Form BDF-9A in the Bidding Document, bidders are required to use the standard format without alteration to ensure uniformity and enforceability under Sri Lankan law.</p> <p>The proposed modification — particularly the inclusion of a payment period of “15 business days” — changes the nature of the guarantee from an unconditional “on-demand” guarantee to a conditional one, which is not acceptable to CPC.</p> <p>Therefore, CPC except that Bidders shall adhere to the format given in the Bidding Document without altering the intended purpose of the stipulated clauses.</p>